

- (1) பக்கங்களின் எண்ணிக்கை 66
 (2) புதுக்கித் திருப்பிய நாள்
 (3) ஆதாரங் குறிப்பவர் சுருக்கொப்பம்

தமிழ்நாடு ஆவணக் காப்பகம்.

தமிழ்நாடு அரசு

செதி உறுது

அரசாணை எண்.. மு. கோப்புத் தாள் எண்.	198	அச்சகம் பலவகை
நாள்:	31-1-1895	199

செதி

தண்டப்படி கையாளவோ கூடாது.

செப்பெருபவர் பெயர்
செ. சிவசுந்தரம்
செப்பெருவதற்காகக் கருத்தாக
கொள்ளப்பட்ட நாள்
1975
செப்பெரு கருத்தாக நாள்
1976
செப்பெரு கருத்தாக நாள்
1976
செப்பெரு கருத்தாக நாள்
1976

No. 2052-R.

Transferred to the Judicial Department.

FORT ST. GEORGE,
22nd October 1894.(Signed) R. C. C. CARR,
Under Secy. to Govt.

From G. L. YONGE, Esq., Secretary, United Planters' Association of Southern India, to the Chief, Secretary to Government, dated Madras, 31st October 1894.

Referring to G.O., No. 2482, of the 23rd November 1893, I have the honour to send you, for the information of His Excellency the Governor in Council, a draft of the Estates Labour Act which the Association was instructed by His Excellency on the 23rd April last to draw up and submit for consideration.

2. The Association earnestly trust that the Act, which has been most carefully drafted, may meet with the approval of His Excellency in Council and that if passed into law it may be the means of affording that long sought-for relief to the disabilities under which the planting industry of Southern India has for so many years suffered.

ENCLOSURE.

DRAFT BILL.

AN ACT to provide for the punishment of Breaches of Contract by Labourers on coffee, tea and cinchona estates and by Contractors for supplying labourers to work on such estates.

Whereas much loss and inconvenience are sustained by owners of coffee, tea and cinchona

Preamble. estates in the Presidency of Fort St. George from fraudulent breaches of contract on the part of labourers on, and of suppliers of labour for, such estates, and whereas the remedy by suit in the Civil Courts for the recovery of damages is wholly insufficient, and it is just and proper that persons guilty of such fraudulent breach of contract should be subject to punishment; It is enacted as follows:—

Short title.

1. (1) This Act may be called the Estates' Labour Act, 1894.

Local extent.

(2) It extends to the whole of the Presidency of Fort St. George; and

Commencement.

(3) It shall come into force at once.

Interpretation clause.

2. In this Act, unless there is something repugnant in the subject or context,—

"Estate."

(i) "Estate" means a coffee, tea or cinchona estate;

"Advance"

(ii) "Advance" means any money or thing given to any person as a prepayment in whole or part of the consideration for his contracting to supply labourers to work on an estate, or to labour on an estate for a specified time not exceeding one year, or to perform a specific work on an estate; and it includes every such prepayment of the consideration made before the fulfilment of the contract.

Explanation I.—An advance may consist wholly or in part of a release of a balance due on a previous contract enforceable under this Act, or under Act XIII of 1850.

Explanation II.—A contract may be either oral or in writing.

Illustrations.

(a) A contracts to keep a gang of twenty labourers at work on B's estate from 1st June to 31st March. B gives A Rs. 100 and a duly-executed release, for Rs. 100, of a balance due by A on a previous contract. Here A has received an advance of Rs. 200.

(b) In illustration (a) B on the arrival of the labourers gives each man Rs. 2 and a blanket worth Rs. 1-8-0. This is not an advance unless each labourer has entered into a contract with B. But if B gives the money and the blankets at A's request as a part prepayment of the consideration for the contract between A and B, then the money and the blankets constitute an advance to A.

372 2
198

(c) A contracts with B to work on his estate for nine months at a monthly wage of Rs. 8 and B gives him Rs. 10 and a blanket worth Rs. 1-8-0 as a part prepayment of the wages he will earn. A has received an advance of Rs. 11-8-0.

3. If any person who has received an advance as defined in this Act shall wilfully and without lawful and reasonable excuse neglect or refuse to perform the contract in respect of

which the advance was given, the person giving the advance, or any person duly authorised by him, may complain either to a magistrate having jurisdiction in the local area in which the contract was to be performed or to a magistrate having jurisdiction in the local area in which the defaulter ordinarily resides. On receiving such a complaint the magistrate shall issue a summons or warrant as he shall think proper for bringing before him the person who has made default:

Provided that if the magistrate has reason to distrust the truth of the complaint he shall record the grounds for his distrust and dismiss the complaint.

Explanation.—In the case of contracts in which time is an element the fact that the time has expired, and in the case of contracts to perform certain work the fact that the work has been performed or completed by other persons, is no bar to proceedings under this section, if the whole or any portion of the advance is still outstanding.

4. On the appearance or production before him of the person complained against, the magistrate shall proceed to inquire into the truth of the complaint in the manner provided in the Code of Criminal Procedure or other law for the time being in force for the trial of summons cases.

5. If the magistrate finds that the defendant has received an advance from the complainant and has wilfully and without lawful or reasonable excuse neglected or refused to fulfil the contract in respect of which the advance was given, the magistrate shall, at the option of the complainant, either (1) order the defendant to fulfil the contract in respect of which the advance was given, or (2) order the defendant to repay the advance or so much of it as may be still outstanding.

Explanation I.—In determining how much of an advance is still outstanding, the magistrate shall deduct from the total advance the amount due to the defendant for work performed by him, and the balance, if any, shall be held to be the amount still outstanding.

Explanation II.—When an advance consists wholly or in part of things other than money, the money-value of such things shall for the purposes of this section be treated as the advance, and the money-value shall be calculated on the ordinary retail price current at the time when, and the place where, the advance was given.

6. When a magistrate has, under section 5, ordered any person to fulfil a contract and on complaint being made to him the magistrate finds that such person has wilfully and without reasonable excuse refused or neglected to comply with the order, he shall sentence him to rigorous imprisonment for a term not exceeding three months.

7. When a magistrate shall, under section 5, order any person to fulfil a contract, he may at the request of the complainant require such person to enter into a recognizance with such security, not being less than twice the amount of the advance still outstanding, as may seem proper for the due performance of the order, and may direct that, in case such order shall not be duly carried out, any part of such security be paid to the complainant in or towards compensation for the injury, loss or damage caused by the contract not having been duly fulfilled, and in default of the person, against whom such order to fulfil a contract shall be made, entering into such recognizance or furnishing such security to the satisfaction of the magistrate, he shall be punished in the manner provided in section 6.

8. When a person has been ordered to repay an advance under section 5, the magistrate may direct that in default of payment such person shall suffer rigorous imprisonment for a period not exceeding three months: provided that no such sentence in default of the repayment of an advance shall deprive the complainant of any civil remedy for the recovery of the advance which he might have but for this Act.

9. No order or sentence passed under this Act shall operate as a bar to the recovery of damages by a civil suit or otherwise for any loss or injury caused by the non-fulfilment of the contract in respect of which such order or sentence was made.

3
198

ORDER—dated 31st January 1895, No. 198, Judicial.

Mr. Yonge's letter of the 15th October will be referred to the Advocate-General for favour of remarks and he will be requested to prepare a draft of a Bill to render the registration of maistries compulsory. The Bill should be restricted in scope to such maistries as supply coolies for work on tea, coffee and cinchona estates and to such of these maistries only as are suppliers of labour on a large scale. On receipt of the Advocate-General's draft and remarks, the Government will be in a position to decide whether any further steps should be taken in this matter. In this connection the Advocate-General's attention will be invited to the correspondence read in G.O., dated 19th July 1877, No. 1692, Judicial.

2. The draft Bill submitted with Mr. Yonge's letter of the 31st October will be referred to the Hon'ble the Judges of the High Court and to the Advocate-General with the request that they will favour Government with their views in respect thereof.

(True Extract.)

J. F. PRICE,
Chief Secretary.

To the Hon'ble the Chief Justice, with C.L.
„ the Government Solicitor.
„ G. L. Yonge, Esq., Secretary, United
Planters' Association of Southern India.
Copy to the Hon'ble Mr. G. Romilly.

2/198

Obt. of {1895} Madras.

JUDICIAL.

17/3, 21/53
5296
124-25

Issued

Recd.

Encl.

G.O., 31st January 1895, No. 198.

JANUARY.

Labour Law.

Requesting the Advocate-General to prepare a draft of a Bill for the compulsory registration of maistries supplying coolies for tea, coffee and cinchona estates, and referring to that officer and the Hon'ble the Judges of the High Court, for favour of remarks, the draft of a Bill submitted by the United Planters' Association of Southern India for the punishment of breaches of contract by labourers on such estates and by contractors for supplying such labourers.



[G
75]

NOTE FOR THE UNDER S.

198

with reference to

2 of this bill, please

to let you intend that

the draft bill contained

by Mr. Young which be

printed in these Pages:

We have received first

space copies of the

Bill

6h

1911

1911

NOTE FOR THE CL

This is about 1/3
H-E of the Hm W. for
having Journalist.
Perhaps the Hm W.
Hm would like to see
it again before it
goes out.

Office

This may issue

Ep 31. 1. 95 ^{1/2} 29/11
N-198 jud!

FROM

REVENUE DEPT

G. L. YONGE, Esq.,

SECRETARY,

UNITED PLANTERS' ASSOCIATION OF

SOUTHERN INDIA,

MADRAS.

To

THE CHIEF SECRETARY

TO THE GOVERNMENT OF PORT ST. GEORGE,

MADRAS.

SIR,

I have the honor, by direction of the United Planters' Association of Southern India, to address you on the subject of Compulsory Registration of Maistries employed in the Planting Districts.

2. It will be within the recollection of His Excellency the Governor in Council that the Planters' Conference had the honor of submitting a Resolution on this question on the 25th of September, 1893, praying that the system of voluntary registration of Maistries which was introduced by G. O., dated 28th January, 1891, No. 50, Revenue, should be rendered compulsory and that in reply His Excellency in Council in G. O., of 28th November, 1893, No. 2482, was pleased to state that the Government was not aware whether the Conference had fully considered the effects of their proposal; that it would be one essential condition of such legislation that Planters should be prohibited, under penalty, from employing unregistered Maistries and asked if the Planters were prepared to accept a penal provision of this sort.

3. With reference to the above communication I am directed to forward a copy of the following Resolution which was passed at the meeting of the Association recently held at Bangalore:—

"That this Association do again renew their prayer that Government give its early and favorable consideration to the important measure of compulsory registration of Maistries as a deterrent from a class of fraud which is daily becoming more common, and that the Government be informed that the penal clause, suggested by it, is fully realised and accepted."

4. I am desired respectfully to add that this question has received the fullest consideration since the receipt of G. O., No. 2482, and that the Association, whilst it admits the justice of and necessity for a penal clause to prohibit the employment of unregistered Maistries, is of opinion that the legislation prayed for is most necessary, and that, whilst it will act as a deterrent to defaulting Maistries, it will materially improve the status of those who by honest attention to their calling deserve the assistance which a well regulated system of licenses will confer upon them.

I have the honour to be,

Sir,

Your most obedient Servant,

G. L. Yonge

Secretary.

(1894.)

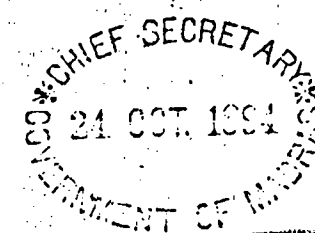
REVENUE DEPARTMENT.

Current Number. 4642.

Original Planter's file.

From

The Secretary
United Planters' Associa-
tion of Southern India
Madras.



Dated 15 Oct.

Received

Enclosures

No.

SUBJECT.

Praying for legislation
for the compulsory registration
of maistries employed in the
Planting Districts.

1. 2. 0

29/10/94

507/18 Judicial Dept.
423 of 1895-96. 57/12

ABSTRACT
No. 2482: 25.11.93, mis

Endorsement No. 2052 R.

Transferred to the Judicial
Department.

Receives

For St. George } Under Secretary to Govt.
22 Oct 1894 } 22 Oct 94

Recd 24 Oct 1894

Regd 25 Oct 1894

The enclosed is for the
deposited in the Public Office.

1894
19/11

Subs to no. 1000

20/11
21/11
22/11

23/11

Recd

8
198

United Planters Association
of Southern India

79
198

Madras, 31st October 1894

From G. L. George Esq.
Secretary
United Planters Association of Southern India
Madras

48

To The Chief Secretary to the
Government of Port St. George
Madras

Sir

Referring to G. O. No. 2482 of the 28th November
1893 I have the honor to send you, for the information
of His Excellency the Governor in Council, a draft
of the Estates Labour Act which the Association
was instructed by His Excellency on the 23rd
April last to draw up and submit for consideration.
2. The Association earnestly trusts that the act,
which has been most carefully drafted, may meet
with the approval of His Excellency in Council &
that if passed into law it may be the means of
affording that long sought for relief to the disa-
bilities under which the Planting Industry of
Southern India has for so many years suffered.

vide H.E. Esq.
12th of the
1894
5.5.94

I have the honor to be

Sir

Your most obedient servant

G. L. George

Secretary

58.6 102482: 26.4 93

From
The Secretary
United Planters Association
of Southern India
Madras

Dated 31 Oct
Recd 12 Nov 1894
Regd 2 Nov 1894
Enclosure 1 and 582 of 1894

Subject

Regarding a draft of the
Estates Labour Act for the
information of H. E. the Governor
in Council and praying
for their approval of the
same

R
H. E. the Governor

15th Nov 1894
17/11/94

(Forwarded)

18
198
CHIEF SECRETARY
GOVERNMENT OF MADRAS
1 NOV 1894

DRAFT BILL.

AN ACT to provide for the punishment of breaches of contract by labourers on coffee, tea and cinchona estates and by contractors for supplying labourers to work on such estates.

Whereas much loss and inconvenience are sustained by owners of coffee, tea and cinchona estates in the Presidency of Fort St. George from fraudulent breaches of contract on the part of labourers on and suppliers of labour for such estates, and whereas the remedy by suit in the Civil Courts for the recovery of damages is wholly insufficient, and it is just and proper that persons guilty of such fraudulent breach of contract should be subject to punishment; It is enacted as follows:—

Preamble.

Short title.

Local extent.

Commencement.

Interpretation clause.

"Estate."

"Advance."

1. (1) This Act may be called the Estates' Labour Act, 1894.

(2) It extends to the whole of the Presidency of Fort St. George; and

(3) It shall come into force at once.

2. In this Act, unless there is something repugnant in the subject or context,—

(i) "Estate" means a coffee, tea or cinchona estate;

(ii) "Advance" means any money or thing given to any person as a prepayment in whole or part of the consideration for his contracting to supply labourers to work on an estate for a specified time not exceeding one year, or to get a specific work done on an estate, or to labour on an estate for a specified time not exceeding one year, or to perform a specific work on an estate; and it includes every such prepayment of the consideration made before the fulfilment of the contract.

EXPLANATION I.—An advance may consist wholly or in part of a release of a balance due on a previous contract enforceable under this Act, or under Act XIII of 1859.

EXPLANATION II.—A contract may be either oral or in writing.

Illustrations.

(a) A. contracts to keep a gang of 20 labourers at work on B's. estate from 1st June to 31st March. B. gives A. Rs. 100 and a duly executed release, for Rs. 100, of a balance due by A. on a previous contract. Here A. has received an advance of Rs. 200.

(b) In illustration (a) B. on the arrival of the labourers gives each man Rs. 2 and a blanket worth Rs. 1-8-0. This is not an advance unless each labourer has entered into a contract with B. But if B. gives the money and the blankets at A's. re-

quest as a part prepayment of the consideration for the contract between A. and B., then the money and the blankets constitute an advance to A.

(c) A. contracts with B. to work on his estate for nine months at a monthly wage of Rs. 8 and B. gives him Rs. 10 and a blanket worth Rs. 1-8-0 as a part prepayment of the wages he will earn. A. has received an advance of Rs. 11-8-0.

3. If any person who has received an advance as defined in this Act shall wilfully and without lawful and reasonable excuse neglect or refuse to perform the contract in respect of which the advance was given, the person giving the advance, or any person duly authorised by him, may complain either to a magistrate having jurisdiction in the local area in which the contract was to be performed or to a magistrate having jurisdiction in the local area in which the defaulter ordinarily resides. On receiving such a complaint the magistrate shall issue a summons or warrant as he shall think proper for bringing before him the person who has made default:

Provided that if the magistrate has reason to distrust the truth of the complaint he shall record the grounds for his distrust and dismiss the complaint.

EXPLANATION.—In the case of contracts in which time is an element the fact that the time has expired, and in the case of contracts to perform certain work the fact that the work has been performed or completed by other persons, is no bar to proceedings under this section, if the whole or any portion of the advance is still outstanding.

4. On the production before him of the person complained against the magistrate shall proceed to inquire into the truth of the complaint in the manner provided in the Code of Criminal Procedure, or other law for the time being in force, for the trial of summons cases.

5. If the magistrate finds that the defendant has received an advance from the complainant and has wilfully and without lawful or reasonable excuse neglected or refused to fulfil the contract in respect of which the advance was given, the magistrate shall, at the option of the complainant, either (1) order the defendant to fulfil the contract in respect of which the advance was given, or (2) order the defendant to repay the advance or so much of it as may be still outstanding.

EXPLANATION I.—In determining how much of an advance is still outstanding the magistrate shall deduct from the total advance the amount due to the defendant for work performed by him and the balance, if any, shall be held to be the amount still outstanding.

EXPLANATION II.—When an advance consists wholly or in part of things other than money, the money-value of such things shall for the purposes of this section be treated as the advance, and the money-value shall be calculated on the ordinary retail price current at the time when, and the place where, the advance was given.

6. When a magistrate has under Section 5 ordered any person to fulfil a contract and on complaint being made to him the magistrate finds that such person

Procedure on breach of contract.

Magistrate may order repayment of advance or performance of contract.

Penalty for failure to comply with order.

Security for due performance of order.

Penalty in default of repayment of advance.

Saving of civil remedies.

has wilfully and without reasonable excuse refused or neglected to comply with the order he shall sentence him to rigorous imprisonment for a term not exceeding three months.

7. When a magistrate shall under Section 5 order any person to fulfil a contract he may at the request of the complainant require such person to enter into a recognizance with such security, not being less than twice the amount of the advance still outstanding, as may seem proper for the due performance of the order and may direct that in case such order shall not be duly carried out any part of such security be paid to the complainant in or towards compensation for the injury, loss or damage caused by the contract not having been duly fulfilled and in default of the person against whom such order to fulfil a contract shall be made entering into such recognizance or furnishing such security to the satisfaction of the magistrate he shall be punished in the manner provided in Section 6.

8. When a person has been ordered to repay an advance under Section 5, the magistrate may direct that in default of payment such person shall suffer rigorous imprisonment for a period not exceeding three months: provided that no such sentence in default of the repayment of an advance shall deprive the complainant of any civil remedy for the recovery of the advance which he might have but for this Act.

9. No order or sentence passed under this Act shall operate as a bar to the recovery of damages by a civil suit or otherwise for any loss or injury caused by the non-fulfilment of the contract in respect of which such order or sentence was made.

10 10/98
NOTE FOR THE CHIEF SECRETARY.

The draft order (now
marked for Hm W. from
H. S.) regarding the
registration of masters
of the Labour Bill is
submitted to C.S. with reference
to this order on W.
MacCartie's letter.
Orders are solicited
whether W. should
send a copy of
the G.O.

Just in again
after this

16 June

12
12
198

DRAFT BILL.

AN ACT to provide for the punishment of breaches of contract by labourers on coffee, tea and cinchona estates and by contractors for supplying labourers to work on such estates.

Whereas much loss and inconvenience are sustained by owners of coffee, tea and cinchona estates in the Presidency of Fort St. George from fraudulent breaches of contract on the part of labourers and suppliers of labour for such estates, and whereas the remedy by suit in the Civil Courts for the recovery of damages is wholly insufficient, and it is just and proper that persons guilty of such fraudulent breach of contract should be subject to punishment; It is enacted as follows:—

Preamble.

Short title.

Local extent.

Commencement.

Interpretation clause.

"Estate."

"Advance."

1. (1) This Act may be called the Estates' Labour Act, 1894.

(2) It extends to the whole of the Presidency of Fort St. George; and

(3) It shall come into force at once.

2. In this Act, unless there is something repugnant in the subject or context,—

(i) "Estate" means a coffee, tea or cinchona estate;

(ii) "Advance" means any money or thing given to any person as a prepayment in whole or part of the consideration for his contracting to supply labourers to work on an estate for a specified time not exceeding one year, or to get a specific work done on an estate, or to labour on an estate for a specified time not exceeding one year, or to perform a specific work on an estate; and it includes every such prepayment of the consideration made before the fulfilment of the contract.

EXPLANATION I.—An advance may consist wholly or in part of a release of a balance due on a previous contract enforceable under this Act, or under Act XIII of 1859.

EXPLANATION II.—A contract may be either oral or in writing.

Illustrations.

(a) A. contracts to keep a gang of 20 labourers at work on B's. estate from 1st June to 31st March. B. gives A. Rs. 100 and a duly executed release, for Rs. 100, of a balance due by A. on a previous contract. Here A. has received an advance of Rs. 200.

(b) In illustration (a) B. on the arrival of the labourers gives each man Rs. 2 and a blanket worth Rs. 1-8-0. This is not an advance unless each labourer has entered into a contract with B. But if B. gives the money and the blankets at A's. re-

quest as a part prepayment of the consideration for the contract between A. and B., then the money and the blankets constitute an advance to A.

- (c) A. contracts with B. to work on his estate for nine months at a monthly wage of Rs. 8 and B. gives him Rs. 10 and a blanket worth Rs. 1-8-0 as a part prepayment of the wages he will earn. A. has received an advance of Rs. 11-8-0.

3. If any person, who has received an advance as defined in this Act, shall wilfully and without lawful and reasonable excuse neglect or refuse to perform the contract in respect of which the advance was given, the person giving the advance, or any person duly authorised by him, may complain either to a magistrate having jurisdiction in the local area in which the contract was to be performed or to a magistrate having jurisdiction in the local area in which the defaulter ordinarily resides. On receiving such a complaint the magistrate shall issue a summons or warrant as he shall think proper for bringing before him the person who has made default:

Provided that if the magistrate has reason to distrust the truth of the complaint he shall record the grounds for his distrust and dismiss the complaint.

EXPLANATION.—In the case of contracts in which time is an element the fact that the time has expired, and in the case of contracts to perform certain work the fact that the work has been performed or completed by other persons, is no bar to proceedings under this section, if the whole or any portion of the advance is still outstanding.

4. On the production before him of the person complained against the magistrate shall proceed to inquire into the truth of the complaint in the manner provided in the Code of Criminal Procedure, or other law for the time being in force, for the trial of summons cases.

5. If the magistrate finds that the defendant has received an advance from the complainant and has wilfully and without lawful or reasonable excuse neglected or refused to fulfil the contract in respect of which the advance was given, the magistrate shall, at the option of the complainant, either (1) order the defendant to fulfil the contract in respect of which the advance was given, or (2) order the defendant to repay the advance or so much of it as may be still outstanding.

EXPLANATION I.—In determining how much of an advance is still outstanding the magistrate shall deduct from the total advance the amount due to the defendant for work performed by him and the balance, if any, shall be held to be the amount still outstanding.

EXPLANATION II.—When an advance consists wholly or in part of things other than money, the money-value of such things shall for the purposes of this section be treated as the advance, and the money-value shall be calculated on the ordinary retail price current at the time when, and the place where, the advance was given.

6. When a magistrate has under Section 5 ordered any person to fulfil a contract and on complaint being made to him the magistrate finds that such person

Procedure on breach of contract.

Inquiry by magistrate.

Magistrate may order repayment of advance or performance of contract.

Penalty for failure to comply with order.

Security for due performance of order.

Penalty in default of repayment of advance.

Saving of civil remedies.

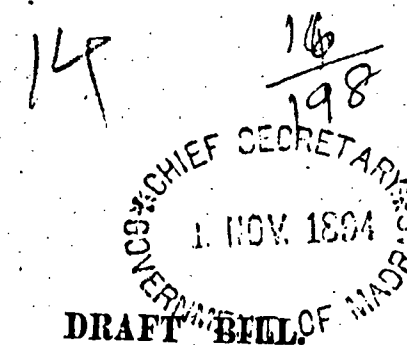
has wilfully and without reasonable excuse refused or neglected to comply with the order he shall sentence him to rigorous imprisonment for a term not exceeding three months.

7. When a magistrate shall under Section 5 order any person to fulfil a contract he may at the request of the complainant require such person to enter into a recognizance with such security, not being less than twice the amount of the advance still outstanding, as may seem proper for the due performance of the order and may direct that in case such order shall not be duly carried out any part of such security be paid to the complainant in or towards compensation for the injury, loss or damage caused by the contract not having been duly fulfilled and in default of the person against whom such order to fulfil a contract shall be made entering into such recognizance or furnishing such security to the satisfaction of the magistrate he shall be punished in the manner provided in Section 6.

8. When a person has been ordered to repay an advance under Section 5, the magistrate may direct that in default of payment such person shall suffer rigorous imprisonment for a period not exceeding three months: provided that no such sentence in default of the repayment of an advance shall deprive the complainant of any civil remedy for the recovery of the advance which he might have but for this Act.

9. No order or sentence passed under this Act shall operate as a bar to the recovery of damages by a civil suit or otherwise for any loss or injury caused by the non-fulfilment of the contract in respect of which such order or sentence was made.

13 15/198



AN ACT to provide for the punishment of breaches of contract by labourers on coffee, tea and cinchona estates and by contractors for supplying labourers to work on such estates.

Whereas much loss and inconvenience are sustained by owners of coffee, tea and cinchona estates in the Presidency of Fort St. George from fraudulent breaches of contract on the part of labourers on and suppliers of labour for such estates, and whereas the remedy by suit in the Civil Courts for the recovery of damages is wholly insufficient, and it is just and proper that persons guilty of such fraudulent breach of contract should be subject to punishment; It is enacted as follows:—

Preamble.

Short title.

Local extent.

Commencement.

Interpretation clause.

"Estate."

"Advance."

1. (1) This Act may be called the Estates' Labour Act, 1894.

(2) It extends to the whole of the Presidency of Fort St. George; and

(3) It shall come into force at once.

2. In this Act, unless there is something repugnant in the subject or context,—

(i) "Estate" means a coffee, tea or cinchona estate;

(ii) "Advance" means any money or thing given to any person as a prepayment in whole or part of the consideration for his contracting to supply labourers to work on an estate for a specified time not exceeding one year, or to get a specific work done on an estate, or to labour on an estate for a specified time not exceeding one year, or to perform a specific work on an estate; and it includes every such prepayment of the consideration made before the fulfilment of the contract.

EXPLANATION I.—An advance may consist wholly or in part of a release of a balance due on a previous contract enforceable under this Act, or under Act XIII of 1859.

EXPLANATION II.—A contract may be either oral or in writing.

Illustrations.

(a) A. contracts to keep a gang of 20 labourers at work on B's. estate from 1st June to 31st March. B. gives A. Rs. 100 and a duly executed release, for Rs. 100, of a balance due by A. on a previous contract. Here A. has received an advance of Rs. 200.

(b) In illustration (a) B. on the arrival of the labourers gives each man Rs. 2 and a blanket worth Rs. 1-8-0. This is not an advance unless each labourer has entered into a contract with B. But if B. gives the money and the blankets at A's. re-

quest as a part prepayment of the consideration for the contract between A. and B., then the money and the blankets constitute an advance to A.

- (c) A. contracts with B. to work on his estate for nine months at a monthly wage of Rs. 8 and B. gives him Rs. 10 and a blanket worth Rs. 1-8-0 as a part prepayment of the wages he will earn. A. has received an advance of Rs. 11-8-0.

3. If any person who has received an advance as defined in this Act shall wilfully and without lawful and reasonable excuse neglect or refuse to perform the contract in respect of which the advance was given, the person giving the advance, or any person duly authorised by him, may complain either to a magistrate having jurisdiction in the local area in which the contract was to be performed or to a magistrate having jurisdiction in the local area in which the defaulter ordinarily resides. On receiving such a complaint the magistrate shall issue a summons or warrant as he shall think proper for bringing before him the person who has made default:

Provided that if the magistrate has reason to distrust the truth of the complaint he shall record the grounds for his distrust and dismiss the complaint.

EXPLANATION.—In the case of contracts in which time is an element the fact that the time has expired, and in the case of contracts to perform certain work the fact that the work has been performed or completed by other persons, is no bar to proceedings under this section, if the whole or any portion of the advance is still outstanding.

4. On the production before him of the person complained against the magistrate shall proceed to inquire into the truth of the complaint in the manner provided in the Code of Criminal Procedure, or other law for the time being in force, for the trial of summons cases.

5. If the magistrate finds that the defendant has received an advance from the complainant and has wilfully and without lawful or reasonable excuse neglected or refused to fulfil the contract in respect of which the advance was given, the magistrate shall, at the option of the complainant, either (1) order the defendant to fulfil the contract in respect of which the advance was given, or (2) order the defendant to repay the advance or so much of it as may be still outstanding.

EXPLANATION I.—In determining how much of an advance is still outstanding the magistrate shall deduct from the total advance the amount due to the defendant for work performed by him and the balance, if any, shall be held to be the amount still outstanding.

EXPLANATION II.—When an advance consists wholly or in part of things other than money, the money-value of such things shall for the purposes of this section be treated as the advance, and the money-value shall be calculated on the ordinary retail price current at the time when, and the place where, the advance was given.

6. When a magistrate has under Section 5 ordered any person to fulfil a contract and on complaint being made to him the magistrate finds that such person

Procedure on breach of contract.

Inquiry by magistrate.

Magistrate may order repayment of advance or performance of contract.

Penalty for failure to comply with order.

has wilfully and without reasonable excuse refused or neglected to comply with the order he shall sentence him to rigorous imprisonment for a term not exceeding three months.

Security for due performance of order.

7. When a magistrate shall under Section 5 order any person to fulfil a contract he may at the request of the complainant require such person to enter into a recognizance with such security, not being less than twice the amount of the advance still outstanding, as may seem proper for the due performance of the order and may direct that in case such order shall not be duly carried out any part of such security be paid to the complainant in or towards compensation for the injury, loss or damage caused by the contract not having been duly fulfilled and in default of the person against whom such order to fulfil a contract shall be made entering into such recognizance or furnishing such security to the satisfaction of the magistrate he shall be punished in the manner provided in Section 6.

Penalty in default of repayment of advance.

8. When a person has been ordered to repay an advance under Section 5, the magistrate may direct that in default of payment such person shall suffer rigorous imprisonment for a period not exceeding three months: provided that no such sentence in default of the repayment of an advance shall deprive the complainant of any civil remedy for the recovery of the advance which he might have but for this Act.

Saving of civil remedies.

9. No order or sentence passed under this Act shall operate as a bar to the recovery of damages by a civil suit or otherwise for any loss or injury caused by the non-fulfilment of the contract in respect of which such order or sentence was made.

16 18/198

DRAFT BILL.

AN ACT to provide for the punishment of breaches of contract by labourers on coffee, tea and cinchona estates and by contractors for supplying labourers to work on such estates.

Whereas much loss and inconvenience are sustained by owners of coffee, tea and cinchona estates in the Presidency of Fort St. George from fraudulent breaches of contract on the part of labourers on and suppliers of labour for such estates, and whereas the remedy by suit in the Civil Courts for the recovery of damages is wholly insufficient, and it is just and proper that persons guilty of such fraudulent breach of contract should be subject to punishment; It is enacted as follows:—

Preamble.

Short title.

Local extent.

Commencement.

Interpretation clause.

"Estate."

"Advance."

1. (1) This Act may be called the Estates' Labour Act, 1894.

(2) It extends to the whole of the Presidency of Fort St. George; and

(3) It shall come into force at once.

2. In this Act, unless there is something repugnant in the subject or context,—

(i) "Estate" means a coffee, tea or cinchona estate;

(ii) "Advance" means any money or thing given to any person as a prepayment in whole or part of the consideration for his contracting to supply labourers to work on an estate for a specified time not exceeding one year, or to get a specific work done on an estate, or to labour on an estate for a specified time not exceeding one year, or to perform a specific work on an estate; and it includes every such prepayment of the consideration made before the fulfilment of the contract.

EXPLANATION I.—An advance may consist wholly or in part of a release of a balance due on a previous contract enforceable under this Act, or under Act XIII of 1859.

EXPLANATION II.—A contract may be either oral or in writing.

Illustrations.

(a) A. contracts to keep a gang of 20 labourers at work on B's. estate from 1st June to 31st March. B. gives A. Rs. 100 and a duly executed release, for Rs. 100, of a balance due by A. on a previous contract. Here A. has received an advance of Rs. 200.

(b) In illustration (a) B. on the arrival of the labourers gives each man Rs. 2 and a blanket worth Rs. 1-8-0. This is not an advance unless each labourer has entered into a contract with B. But if B. gives the money and the blankets at A's. re-

quest as a part prepayment of the consideration for the contract between A. and B., then the money and the blankets constitute an advance to A.

- (c) A. contracts with B. to work on his estate for nine months at a monthly wage of Rs. 8 and B. gives him Rs. 10 and a blanket worth Rs. 1-8-0 as a part prepayment of the wages he will earn. A. has received an advance of Rs. 11-8-0.

3. If any person who has received an advance as defined in this Act shall wilfully and without lawful and reasonable excuse neglect or refuse to perform the contract in respect of which the advance was given, the person giving the advance, or any person duly authorised by him, may complain either to a magistrate having jurisdiction in the local area in which the contract was to be performed or to a magistrate having jurisdiction in the local area in which the defaulter ordinarily resides. On receiving such a complaint the magistrate shall issue a summons or warrant as he shall think proper for bringing before him the person who has made default:

Provided that if the magistrate has reason to distrust the truth of the complaint he shall record the grounds for his distrust and dismiss the complaint.

EXPLANATION.—In the case of contracts in which time is an element the fact that the time has expired, and in the case of contracts to perform certain work the fact that the work has been performed or completed by other persons, is no bar to proceedings under this section, if the whole or any portion of the advance is still outstanding.

4. On the production before him of the person complained against the magistrate shall proceed to inquire into the truth of the complaint in the manner provided in the Code of Criminal Procedure, or other law for the time being in force, for the trial of summons cases.

5. If the magistrate finds that the defendant has received an advance from the complainant and has wilfully and without lawful or reasonable excuse neglected or refused to fulfil the contract in respect of which the advance was given, the magistrate shall, at the option of the complainant, either (1) order the defendant to fulfil the contract in respect of which the advance was given, or (2) order the defendant to repay the advance or so much of it as may be still outstanding.

EXPLANATION I.—In determining how much of an advance is still outstanding the magistrate shall deduct from the total advance the amount due to the defendant for work performed by him and the balance, if any, shall be held to be the amount still outstanding.

EXPLANATION II.—When an advance consists wholly or in part of things other than money, the money-value of such things shall for the purposes of this section be treated as the advance, and the money-value shall be calculated on the ordinary retail price current at the time when, and the place where, the advance was given.

6. When a magistrate has under Section 5 ordered any person to fulfil a contract and on complaint being made to him the magistrate finds that such person

Procedure on breach of contract.

Inquiry by magistrate.

Magistrate may order repayment of advance or performance of contract.

Penalty for failure to comply with order.

has wilfully and without reasonable excuse refused or neglected to comply with the order he shall sentence him to rigorous imprisonment for a term not exceeding three months.

Security for due performance of order.

7. When a magistrate shall under Section 5 order any person to fulfil a contract he may at the request of the complainant require such person to enter into a recognizance with such security, not being less than twice the amount of the advance still outstanding, as may seem proper for the due performance of the order and may direct that in case such order shall not be duly carried out any part of such security be paid to the complainant in or towards compensation for the injury, loss or damage caused by the contract not having been duly fulfilled and in default of the person against whom such order to fulfil a contract shall be made entering into such recognizance or furnishing such security to the satisfaction of the magistrate he shall be punished in the manner provided in Section 6.

Penalty in default of repayment of advance.

8. When a person has been ordered to repay an advance under Section 5, the magistrate may direct that in default of payment such person shall suffer rigorous imprisonment for a period not exceeding three months: provided that no such sentence in default of the repayment of an advance shall deprive the complainant of any civil remedy for the recovery of the advance which he might have but for this Act.

Saving of civil remedies.

9. No order or sentence passed under this Act shall operate as a bar to the recovery of damages by a civil suit or otherwise for any loss or injury caused by the non-fulfilment of the contract in respect of which such order or sentence was made.

10
198

DRAFT BILL.

AN ACT to provide for the punishment of breaches of contract by labourers on coffee, tea and cinchona estates and by contractors for supplying labourers to work on such estates.

Whereas much loss and inconvenience are sustained by owners of coffee, tea and cinchona estates in the Presidency of Fort St. George from fraudulent breaches of contract on the part of labourers on and suppliers of labour for such estates, and whereas the remedy by suit in the Civil Courts for the recovery of damages is wholly insufficient, and it is just and proper that persons guilty of such fraudulent breach of contract should be subject to punishment; It is enacted as follows:—

Preamble.

Short title.

Local extent.

Commencement.

Interpretation clause.

"Estate."

"Advance."

1. (1) This Act may be called the Estates' Labour Act, 1894.

(2) It extends to the whole of the Presidency of Fort St. George; and

(3) It shall come into force at once.

2. In this Act, unless there is something repugnant in the subject or context,—

(i) "Estate" means a coffee, tea or cinchona estate;

(ii) "Advance" means any money or thing given to any person as a prepayment in whole or part of the consideration for his contracting to supply labourers to work on an estate for a specified time not exceeding one year, or to get a specific work done on an estate, or to labour on an estate for a specified time not exceeding one year, or to perform a specific work on an estate; and it includes every such prepayment of the consideration made before the fulfilment of the contract.

EXPLANATION I.—An advance may consist wholly or in part of a release of a balance due on a previous contract enforceable under this Act, or under Act XIII of 1859.

EXPLANATION II.—A contract may be either oral or in writing.

Illustrations.

(a) A. contracts to keep a gang of 20 labourers at work on B's. estate from 1st June to 31st March. B. gives A. Rs. 100 and a duly executed release, for Rs. 100, of a balance due by A. on a previous contract. Here A. has received an advance of Rs. 200.

(b) In illustration (a) B. on the arrival of the labourers gives each man Rs. 2 and a blanket worth Rs. 1-8-0. This is not an advance unless each labourer has entered into a contract with B. But if B. gives the money and the blankets at A's. re-

quest as a part prepayment of the consideration for the contract between A. and B., then the money and the blankets constitute an advance to A.

- (c) A. contracts with B. to work on his estate for nine months at a monthly wage of Rs. 8 and B. gives him Rs. 10 and a blanket worth Rs. 1-8-0 as a part prepayment of the wages he will earn. A. has received an advance of Rs. 11-8-0.

3. If any person who has received an advance as defined in this Act shall wilfully and without lawful and reasonable excuse neglect or refuse to perform the contract in respect of which the advance was given, the person giving the advance, or any person duly authorised by him, may complain either to a magistrate having jurisdiction in the local area in which the contract was to be performed or to a magistrate having jurisdiction in the local area in which the defaulter ordinarily resides. On receiving such a complaint the magistrate shall issue a summons or warrant as he shall think proper for bringing before him the person who has made default:

Provided that if the magistrate has reason to distrust the truth of the complaint he shall record the grounds for his distrust and dismiss the complaint.

EXPLANATION.—In the case of contracts in which time is an element the fact that the time has expired, and in the case of contracts to perform certain work the fact that the work has been performed or completed by other persons, is no bar to proceedings under this section, if the whole or any portion of the advance is still outstanding.

4. On the production before him of the person complained against the magistrate shall proceed to inquire into the truth of the complaint in the manner provided in the Code of Criminal Procedure, or other law for the time being in force, for the trial of summons cases.

5. If the magistrate finds that the defendant has received an advance from the complainant and has wilfully and without lawful or reasonable excuse neglected or refused to fulfil the contract in respect of which the advance was given, the magistrate shall, at the option of the complainant, either (1) order the defendant to fulfil the contract in respect of which the advance was given, or (2) order the defendant to repay the advance or so much of it as may be still outstanding.

EXPLANATION I.—In determining how much of an advance is still outstanding the magistrate shall deduct from the total advance the amount due to the defendant for work performed by him and the balance, if any, shall be held to be the amount still outstanding.

EXPLANATION II.—When an advance consists wholly or in part of things other than money, the money-value of such things shall for the purposes of this section be treated as the advance, and the money-value shall be calculated on the ordinary retail price current at the time when, and the place where, the advance was given.

6. When a magistrate has under Section 5 ordered any person to fulfil a contract and on complaint being made to him the magistrate finds that such person

Procedure on breach of contract.

Inquiry by magistrate.

Magistrate may order repayment of advance or performance of contract.

Penalty for failure to comply with order.

Security for due performance of order.

Penalty in default of repayment of advance.

Saving of civil remedies.

19 29
198

has wilfully and without reasonable excuse refused or neglected to comply with the order he shall sentence him to rigorous imprisonment for a term not exceeding three months.

7. When a magistrate shall under Section 5 order any person to fulfil a contract he may at the request of the complainant require such person to enter into a recognizance with such security, not being less than twice the amount of the advance still outstanding, as may seem proper for the due performance of the order and may direct that in case such order shall not be duly carried out any part of such security be paid to the complainant in or towards compensation for the injury, loss or damage caused by the contract not having been duly fulfilled and in default of the person against whom such order to fulfil a contract shall be made entering into such recognizance or furnishing such security to the satisfaction of the magistrate he shall be punished in the manner provided in Section 6.

8. When a person has been ordered to repay an advance under Section 5, the magistrate may direct that in default of payment such person shall suffer rigorous imprisonment for a period not exceeding three months: provided that no such sentence in default of the repayment of an advance shall deprive the complainant of any civil remedy for the recovery of the advance which he might have but for this Act.

9. No order or sentence passed under this Act shall operate as a bar to the recovery of damages by a civil suit or otherwise for any loss or injury caused by the non-fulfilment of the contract in respect of which such order or sentence was made.

22
198.

DRAFT BILL.

AN ACT to provide for the punishment of breaches of contract by labourers on coffee, tea and cinchona estates and by contractors for supplying labourers to work on such estates.

Whereas much loss and inconvenience are sustained by owners of coffee, tea and cinchona estates in the Presidency of Fort St. George from fraudulent breaches of contract on the part of labourers on and suppliers of labour for such estates, and whereas the remedy by suit in the Civil Courts for the recovery of damages is wholly insufficient, and it is just and proper that persons guilty of such fraudulent breach of contract should be subject to punishment; It is enacted as follows:—

Preamble.

Short title.

Local extent.

Commencement.

Interpretation clause.

"Estate."

"Advance."

1. (1) This Act may be called the Estates' Labour Act, 1894.

(2) It extends to the whole of the Presidency of Fort St. George; and

(3) It shall come into force at once.

2. In this Act, unless there is something repugnant in the subject or context,—

(i) "Estate" means a coffee, tea or cinchona estate;

(ii) "Advance" means any money or thing given to any person as a prepayment in whole or part of the consideration for his contracting to supply labourers to work on an estate for a specified time not exceeding one year, or to get a specific work done on an estate, or to labour on an estate for a specified time not exceeding one year, or to perform a specific work on an estate; and it includes every such prepayment of the consideration made before the fulfilment of the contract.

EXPLANATION I.—An advance may consist wholly or in part of a release of a balance due on a previous contract enforceable under this Act, or under Act XIII of 1859.

EXPLANATION II.—A contract may be either oral or in writing.

Illustrations.

(a) A. contracts to keep a gang of 20 labourers at work on B's estate from 1st June to 31st March. B. gives A. Rs. 100 and a duly executed release, for Rs. 100, of a balance due by A. on a previous contract. Here A. has received an advance of Rs. 200.

(b) In illustration (a) B. on the arrival of the labourers gives each man Rs. 2 and a blanket worth Rs. 1-8-0. This is not an advance unless each labourer has entered into a contract with B. But if B. gives the money and the blankets at A's re-

quest as a part prepayment of the consideration for the contract between A. and B., then the money and the blankets constitute an advance to A.

- (c) A. contracts with B. to work on his estate for nine months at a monthly wage of Rs. 8 and B. gives him Rs. 10 and a blanket worth Rs. 1-8-0 as a part prepayment of the wages he will earn. A. has received an advance of Rs. 11-8-0.

3. If any person who has received an advance as defined in this Act shall wilfully and without lawful and reasonable excuse neglect or refuse to perform the contract in respect of which the advance was given, the person giving the advance, or any person duly authorised by him, may complain either to a magistrate having jurisdiction in the local area in which the contract was to be performed or to a magistrate having jurisdiction in the local area in which the defaulter ordinarily resides. On receiving such a complaint the magistrate shall issue a summons or warrant as he shall think proper for bringing before him the person who has made default:

Provided that if the magistrate has reason to distrust the truth of the complaint he shall record the grounds for his distrust and dismiss the complaint.

EXPLANATION.—In the case of contracts in which time is an element the fact that the time has expired, and in the case of contracts to perform certain work the fact that the work has been performed or completed by other persons, is no bar to proceedings under this section, if the whole or any portion of the advance is still outstanding.

4. On the production before him of the person complained against the magistrate shall proceed to inquire into the truth of the complaint in the manner provided in the Code of Criminal Procedure, or other law for the time being in force, for the trial of summons cases.

5. If the magistrate finds that the defendant has received an advance from the complainant and has wilfully and without lawful or reasonable excuse neglected or refused to fulfil the contract in respect of which the advance was given, the magistrate shall, at the option of the complainant, either (1) order the defendant to fulfil the contract in respect of which the advance was given, or (2) order the defendant to repay the advance or so much of it as may be still outstanding.

EXPLANATION I.—In determining how much of an advance is still outstanding the magistrate shall deduct from the total advance the amount due to the defendant for work performed by him and the balance, if any, shall be held to be the amount still outstanding.

EXPLANATION II.—When an advance consists wholly or in part of things other than money, the money-value of such things shall for the purposes of this section be treated as the advance, and the money-value shall be calculated on the ordinary retail price current at the time when, and the place where, the advance was given.

6. When a magistrate has under Section 5 ordered any person to fulfil a contract and on complaint being made to him the magistrate finds that such person

Procedure on breach of contract.

Inquiry by magistrate.

Magistrate may order repayment of advance or performance of contract.

Penalty for failure to comply with order.

Security for due performance of order.

Penalty in default of repayment of advance.

Saving of civil remedies.

21 23
198
has wilfully and without reasonable excuse refused or neglected to comply with the order he shall sentence him to rigorous imprisonment for a term not exceeding three months.

7. When a magistrate shall under Section 5 order any person to fulfil a contract he may at the request of the complainant require such person to enter into a recognizance with such security, not being less than twice the amount of the advance still outstanding, as may seem proper for the due performance of the order and may direct that in case such order shall not be duly carried out any part of such security be paid to the complainant in or towards compensation for the injury, loss or damage caused by the contract not having been duly fulfilled and in default of the person against whom such order to fulfil a contract shall be made entering into such recognizance or furnishing such security to the satisfaction of the magistrate he shall be punished in the manner provided in Section 6.

8. When a person has been ordered to repay an advance under Section 5, the magistrate may direct that in default of payment such person shall suffer rigorous imprisonment for a period not exceeding three months: provided that no such sentence in default of the repayment of an advance shall deprive the complainant of any civil remedy for the recovery of the advance which he might have but for this Act.

9. No order or sentence passed under this Act shall operate as a bar to the recovery of damages by a civil suit or otherwise for any loss or injury caused by the non-fulfilment of the contract in respect of which such order or sentence was made.

22

2A
198

DRAFT BILL.

AN ACT to provide for the punishment of breaches of contract by labourers on coffee, tea and cinchona estates and by contractors for supplying labourers to work on such estates.

Whereas much loss and inconvenience are sustained by owners of coffee, tea and cinchona estates in the Presidency of Fort St. George from fraudulent breaches of contract on the part of labourers on and suppliers of labour for such estates, and whereas the remedy by suit in the Civil Courts for the recovery of damages is wholly insufficient, and it is just and proper that persons guilty of such fraudulent breach of contract should be subject to punishment; It is enacted as follows:—

Preamble.

Short title.

Local extent.

Commencement.

Interpretation clause.

"Estate."

"Advance."

1. (1) This Act may be called the Estates' Labour Act, 1894.
- (2) It extends to the whole of the Presidency of Fort St. George; and
- (3) It shall come into force at once.
2. In this Act, unless there is something repugnant in the subject or context,—
 - (i) "Estate" means a coffee, tea or cinchona estate;
 - (ii) "Advance" means any money or thing given to any person as a prepayment in whole or part of the consideration for his contracting to supply labourers to work on an estate for a specified time not exceeding one year, or to get a specific work done on an estate, or to labour on an estate for a specified time not exceeding one year, or to perform a specific work on an estate; and it includes every such prepayment of the consideration made before the fulfilment of the contract.

EXPLANATION I.—An advance may consist wholly or in part of a release of a balance due on a previous contract enforceable under this Act, or under Act XIII of 1859.

EXPLANATION II.—A contract may be either oral or in writing.

Illustrations.

- (a) A. contracts to keep a gang of 20 labourers at work on B's. estate from 1st June to 31st March. B. gives A. Rs. 100 and a duly executed release, for Rs. 100, of a balance due by A. on a previous contract. Here A. has received an advance of Rs. 200.
- (b) In illustration (a) B. on the arrival of the labourers gives each man Rs. 2 and a blanket worth Rs. 1-8-0. This is not an advance unless each labourer has entered into a contract with B. But if B. gives the money and the blankets at A's. re-

24 26/198

No. 3712 45846.

From

Dated

189

FOR ORDERS.

These currents could not be taken up before, for want of references which were in line.

2. In C. N. 5712 the United Planters' Association expresses its readiness to accept legislation which will render it a penal offence to keep an unregistered man, if registration of natives is declared to be compulsory by law.

The objections to such legislation are so patent & numerous that it seems the best course to tell the petitioners at once that Govt cannot consider their proposals.

The introduction into S. Canara of a system of optional registration of natives was sanctioned in G.O. 281, Jan 91, N. 60, A (under cover of G.O. 2, 26 Feb 91, N. 402, 2nd), but it proved a failure, as shown by the com.

I have no particular objection to the registration of natives, provided that the measure for that purpose is so worded as to apply only to the hiring of natives for the State (1) not to apply to natives who contract to supply only a small number of labourers. But the only safe course is to make the persons who desire to register formulate their desire in the shape of a bill, which we can then introduce.

I am not prepared to say that the proposal of compulsory registration of natives is as well justified as suggested in the notes. In G.O. 281, 11. 9. 1902 Govt introduced their intention of considering the matter if the Members are prepared to accept a formal provision of laws for employing unregistered natives. The Members now tell us they are prepared to accept such a formal provision. I think the Adm. Com. might be asked to propose a law. We have two materials before us (see G.O. 19.7.77, No 1592) the Members have been asked to

quest as a part prepayment of the consideration for the contract between A. and B., then the money and the blankets constitute an advance to A.

- (c) A. contracts with B. to work on his estate for nine months at a monthly wage of Rs. 8 and B. gives him Rs. 10 and a blanket worth Rs. 1-8-0 as a part prepayment of the wages he will earn. A. has received an advance of Rs. 11-8-0.

3. If any person who has received an advance as defined in this Act shall wilfully and without lawful and reasonable excuse neglect or refuse to perform the contract in respect of which the advance was given, the person giving the advance, or any person duly authorised by him, may complain either to a magistrate having jurisdiction in the local area in which the contract was to be performed or to a magistrate having jurisdiction in the local area in which the defaulter ordinarily resides. On receiving such a complaint the magistrate shall issue a summons or warrant as he shall think proper for bringing before him the person who has made default:

Provided that if the magistrate has reason to distrust the truth of the complaint he shall record the grounds for his distrust and dismiss the complaint.

EXPLANATION.—In the case of contracts in which time is an element the fact that the time has expired, and in the case of contracts to perform certain work the fact that the work has been performed or completed by other persons, is no bar to proceedings under this section, if the whole or any portion of the advance is still outstanding.

4. On the production before him of the person complained against the magistrate shall proceed to inquire into the truth of the complaint in the manner provided in the Code of Criminal Procedure, or other law for the time being in force, for the trial of summons cases.

5. If the magistrate finds that the defendant has received an advance from the complainant and has wilfully and without lawful or reasonable excuse neglected or refused to fulfil the contract in respect of which the advance was given, the magistrate shall, at the option of the complainant, either (1) order the defendant to fulfil the contract in respect of which the advance was given, or (2) order the defendant to repay the advance or so much of it as may be still outstanding.

EXPLANATION I.—In determining how much of an advance is still outstanding the magistrate shall deduct from the total advance the amount due to the defendant for work performed by him and the balance, if any, shall be held to be the amount still outstanding.

EXPLANATION II.—When an advance consists wholly or in part of things other than money, the money-value of such things shall for the purposes of this section be treated as the advance, and the money-value shall be calculated on the ordinary retail price current at the time when, and the place where, the advance was given.

6. When a magistrate has under Section 5 ordered any person to fulfil a contract and on complaint being made to him the magistrate finds that such person

Procedure on breach of contract.

Inquiry by magistrate.

Magistrate may order repayment of advance or performance of contract.

Penalty for failure to comply with order.

Security for due performance of order.

Penalty in default of repayment of advance.

Saving of civil remedies.

has wilfully and without reasonable excuse refused or neglected to comply with the order he shall sentence him to rigorous imprisonment for a term not exceeding three months.

7. When a magistrate shall under Section 5 order any person to fulfil a contract he may at the request of the complainant require such person to enter into a recognizance with such security, not being less than twice the amount of the advance still outstanding, as may seem proper for the due performance of the order and may direct that in case such order shall not be duly carried out any part of such security be paid to the complainant in or towards compensation for the injury, loss or damage caused by the contract not having been duly fulfilled and in default of the person against whom such order to fulfil a contract shall be made entering into such recognizance or furnishing such security to the satisfaction of the magistrate he shall be punished in the manner provided in Section 6.

8. When a person has been ordered to repay an advance under Section 5, the magistrate may direct that in default of payment such person shall suffer rigorous imprisonment for a period not exceeding three months: provided that no such sentence in default of the repayment of an advance shall deprive the complainant of any civil remedy for the recovery of the advance which he might have but for this Act.

9. No order or sentence passed under this Act shall operate as a bar to the recovery of damages by a civil suit or otherwise for any loss or injury caused by the non-fulfilment of the contract in respect of which such order or sentence was made.

contains a
yet - signed to
by the Defacto in Act
of 1857, which has
given the approval of
limited Planters' Assoc-
tion & is subm. to Govt.
examinably in order that
sanction of the G. of I.
its introduction may be
right.
will be noticed that the
bill does not purport to
repeal Act XIII of 1857. It
establishes, indeed, a com-
plementary enactment
signed to meet the special
case of labour on tea,
coffee & cinchona estates.
Act XIII of 1857 has, of course,
been applied to such labour,
at this application is
ally an extension of the
no beyond its true scope
which was clearly never
intended to include such
cases of contracts as those
entered into between planters
& maistries.
complementary enactment
therefore, suitable
ough; but such an
actment should contain
provision expressly
declaring that Act XIII of
1857 has no application
to contracts falling within
complementary enactment;
wise two laws dealing
the same subject &

As to this draft bill
I agree generally with (1)
the bill (2) the C.S.'s view
is that the bill is
really, I think, that the bill is
in regard to the number of contract
which cannot practically be dealt
with by civil law is perfectly just
and I believe that in England, by
the legislation in regard to labourers
in factories & in mines, it is
admitted that I think that
if the Planters are not content with
this alone, they will run a very
great risk of losing what which
they have, & I should have this
view before them possibly before they
do further. This would, I should
say, not be done at a conference
which the Govt. would not be with
other members, which would not
be made public. I might easily
be arranged, I should say, that
a representative deputation of
planters and maistries meet the
members of Govt. or H.E. alone.
and I don't think they would be
acted to improve conditions. But
our business not theirs to do
over as by them for compulsory
proportions.
As regards the Draft Act
submitted with comments I say
it seems to me as reasonable
one to make the amendments
proposed in the Note at which
the Government would be expected
to be sleeping day & night, but
the fact is that Act XIII of
1857 may be pronounced in
applicable to the case of such
any day, but as this Act or
any other law will be in
disposition to do more in future
perhaps by the Government

24/12
I think the Advocate General
of the High Court should have this
draft bill referred to them for their
remarks. When we have received
these, I think we might then very
well have such a conference as
is proposed by the hon. Mr. Blair.
I also agree with the hon. Mr. Fraser
as to asking the Advocate General
to draft a bill for the compulsory
Registration of Maistries.
W
Jen

* Weir; 3rd Edition, p. 445.
* ibid. p. 446.

4 A summary
relating to the
of Act XIII of 1857
found in a Note for
the Governor under cover of
R. G.O. of 25 Ap. 1894, No.
450, Indl.
It was suggested in that
Note that the Planters are
under a misapprehension
regarding the various Madras
High Court Rulings on Act
XIII of 1857. This misapprehension
was explained by the Deputation
received recently at Govt.
House, Coimbatore, when the
members of the Deputation
pointed out that their pro-
cessions had reference, not
to Madras H.C. Rulings, but
to the decisions of the Mysore
H.C.
This Govt. is not, of course,
concerned with Mysore rulings
& it will suffice to indicate
briefly the tenour of the
decisions passed in Madras.
* (1) A contractor to build Police
huts before the end of
May; as a fact they
were not completed till
October 4, in December,
the man was prosecuted
for breach of contract.
Held that, the work
having been completed
at the time of prosecu-
tion, a conviction was illegal.
* (2) A contractor to emp.
25 coolies who should
remain & do work on
a coffee estate for

set them
ly 9 men &
them worked for
weeks.

Held that A had con-
tracted expressly to
get 3 weeks' work
done by 25 men & having
failed to do this, he
was punishable under
the Act.

* (3) Ruling N^o. (2) upheld,
with the remark that
a contract merely to
supply coals does
not fall within the
scope of the Act, but
that a contract to
supply coals to do
a definite spell of
work is within the
Act.

* (4) A contract to supply
labour lies
outside the Act.

(5) Rulings N^o. (2) & (3)
upheld.

(6) A agrees to work for
B until he has repaid
an advance.

The contract is opposed
to public policy &
cannot stand.

(7) A agreed to work for
B for 6 years & one
month for 4 annas a
day in consideration
of an advance of
Rs 100 which was to be
repaid at the close of
the period.

Held, the advance was

* Weir p. 447.

* ibid p. 448.

* ibid p. 448.

* ibid p. 454.

* ibid p. 455.

* Weir p. 456.

* ibid p. 457.

* ibid p. 462.

* ibid p. 470.

28
198

not a
to be
considered as

a deposit
refunded & the
was to be fully paid
for by wages; also,
the Act never contem-
plates extended period
of service; the provisions
of the Act are therefore
inapplicable to this
case.

* (8) Ruling N^o. (7) upheld.

* (9) A advanced Rs 10 to
B on condition that
the advance should
be repaid by means of weekly
deductions from B's
wages.

The Contract falls
within the Act.

* (10) A offers B an advance
in money but B repays
that a portion of the
advance may be
made in grain & this
is done.

The advance is an advance
for the purposes of
the Act.

But where there is no
such actual offer &
request, the advance of
grain is not an advance
within the meaning of
the Act.

* (11) A contracting brick
layer is not an
artificer, workman
or labourer within
the meaning of the Act.

an advance

to work

on B's

to from June '83 to
March '84; he failed to
do so & the Magistrate
ordered him to do ten
months' work on B's
estate from the date of
the Magisterial Order.

Held: the contract is to
perform work & get work
performed on a plantation
& is therefore within the
Act; but the contract
was to work for a
specified period & the
Mag. could
legally do was to
order A to work from
the date of his order
to March 1884.

(13) Ruling No. (12) follows.

(14) A, a carpenter,
contracted to build a
^(within a month)
carriage; he failed to
do so & 8 months
after the date of the
contract, the Mag.
ordered him to perform
it.

The order was legal, because
time is not of the
essence of the contract
in such a case, & one
month was merely fixed
as a reasonable time
for performance.

(15) A received an advance
of R6 & agreed to work
as an agricultural
labourer for one year.

* *ibid* p. 470.

* *ibid* p. 471.

* *ibid* p. 471.

* *ibid* p. 472.

* *ibid* p. 473.

* *ibid* p. 473.

* *ibid* p. 475.

29
198

27

The
opposed
policy nor
vagueness.

(16) A agreed to work
on a plantation
for a year. Three years
afterwards he was
ordered to carry out
the contract. No time
for the commencement
of the work was specified
in the contract, but
it must be assumed
that the work was
intended to commence
within a reasonable
time. The time contracted
for has therefore ex-
pired on the date of
the order & it was
accordingly illegal.

(17) A agreed to work on
an estate from 4 June
1884 to 30 April 1885 &
in case of default,
to work after 30 Ap.
'85 for so many days
as he had failed to
work before that
date; the advance
made to A was to be
recovered by deduction
from his wages.
The agreement falls
within the Act.

(18) A agreed to collect
coolies within a fixed
time & to get work
done by them on an
estate for one month.
He failed to do so.

as liable
Act.

re are the principle
affecting the
supply of labour for
estates; they are reason-
able & consistent &
as often urged in previous
notes, they leave no
real ground for complaint
as to the interpretation
placed upon the Act;
indeed they stretch the
Act farther than, prob-
ably, it was ever
intended that it should
go.
The position established
is this:—

If a planter contracts with a cooly direct & makes him a money advance (or, at the cooly's request, an advance of any other kind) then breach of the contract is punishable under the Act, provided that—

- (a) The contract is
to do definite work
or to work for a
definite & not un-
reasonable period &
(b) The advance is not
repayable at the
end of the period
contracted for.

Similarly, if a planter

of contra

majority
 with cooler,
 is liable under
 Act for a breach
 of the Contract, Subject
 to the same provisos
 And, finally, if time
 is of the essence of
 a contract, the contract
 is ~~only~~ enforceable
 only. During the contract
 time; and, even where
 time is not of the
 essence of the contract,
 the contract will
 be enforceable only
 within a reasonable
 period.

5. La G.O. 25 Nov 93, No. 2482, h.d., the Planters were asked certain questions as to the exact meaning of their various proposals; they have not replied & their intentions can only be gathered from the draft Bill itself.

The first thing to notice about the Bill is the definition of "Advance". So far as I can gather this definition does not effect any material alteration in the existing law, except that it imposes a reasonable & salutary limit upon time-contract. It will still be necessary that the labour contract should be supplemented for a definite time or for

sec 3

under that
the period
time ~~the period~~

~~contract~~

has expired & (2)

fact that the specified
work has been performed
by another shall be no
bar to proceedings under
the Act, if any portion
of the advance is still
outstanding.

Now, under sec. 5 of the
Bill, there are two courses
open to a Magistrate.

He may either order the
fulfilment of the contract
or he may order the repay-
ment of the advance. If
a deft. fails to comply
with either of these orders
he may, under sec. 6 & 7,
be imprisoned for three
months.

There is no limitation in
criminal law & therefore
it is not unreasonable
that the Courts should
possess power to order
repayment of the advance
& imprisonment in default
even (1) after the contract
period has expired or (2) if
the contract work has
been performed.

But it is monstrous that
Courts should have
power to order fulfilment
of contract, on pain of
imprisonment, after the
contract period has ex-

39
198

28

pires. The
contracted is
years before, he
have since risen in
world or have taken
other pursuits and it would
be most unjust that he
should be compelled, at
the discretion of a Sub-
mag., to carry out his
old contract.

It will clearly be necessary
to provide that the Courts
shall not have power to
order fulfilment of a
contract (1) when the contract
time has expired or (2) if the
contract work has been
carried out by another.
Section 7 of the Bill introduces
two new provisions; it
imposes a ~~minimum~~ minimum
amount of security instead
of leaving the amount
entirely to the discretion
of the Court & it provides
that, if the security is
forfeited, the compelt. may
be compensated therefrom
for any injury, loss or damage
caused by non-fulfilment
of the contract.

Section 8, too, introduces
changes; it omits the
provision that the imprison-
ment in default of payment
of an advance shall
terminate on payment
thereof; this provision
seems necessary. It also
declares that imprison-
ment in default of pay-

under the
 to recover
 suit. This
 provision should
 intended to enable the
 uplt. to recover an
 advance from a person
 who has been sentenced
 to imprisonment for non-
 fulfilment of a contract,
 as well as from a person
 imprisoned for failure
 to repay the advance.
 There is little doubt that,
 as the law stands, a
 person can recover
 proved damages by suit
 from a person who has
 been subjected to an order
 under Act XIII of 1859. Section
 8 of the Bill, however, sets
 the matter at rest.
 On the whole the Bill
 seems a reasonable one.
 It was drafted, I believe,
 by Mr. H. A. Stuart & revised
 by the Association. It is
 unlikely that the G. of I.
 will sanction its introduction,
 but, if it is considered
 it worth while to take the
 matter up, the best course
 will perhaps be to invite
 the opinion of the High Court
 & the Adv. Gen. thereon.
 The Bill makes matters clearer
 & introduces some changes
 to the law, but, as pointed
 & above, the scope of Act
 of 1859 has been so ex-
 tended that there is no pressing
 for legislation. It

I would be sure perhaps to be sleeping
 down in this case. The High Court of the
 subject in brought before it was not only over the
 other rulings in favour of the planter and the G. of I. but also
 from what it has said before (in the matter in the matter
 in 1857-58 of Act XIII of 1859) but mostly what in
 ruling with the planter & will interfere with the
 planter's rights of the planter - who have no doubt a lead
 in the matter - more than the first

must, however, be admitted
 that the H. C. may, & very
 likely will, dissent from the
 earlier rulings which have
 treated contractors for the
 supply of coolies as if they
 were "artificers, workmen or
 labourers" & in that case
 planters will be personally

32
198

Papers to be read in Proceedings:-

Again G.O., dated 28 Nov 1893, No. 2482, Ind.
 Again G.O., dated 24 July 1894, No. 1652, Ind.
 Current No. 5712 of 1894, dated 22 Oct from the R. D.

Current No. 5846 of 1894, dated 31 Oct. from the Secy, United
 Planters Assoc. of Southern India.

Vote
 This follows the instructions
 of the majority.

I cannot come in para 1 of this
 draft. My idea is that the Planters should
 formulate their proposals definitely & then
 go before the Govt. to have them
 graded them & then their proposals into
 the Bill. The object in view will not
 be attained by the Adv. Gen's drafting.

Now, as I have said here,
 there are materials enough
 on record to enable the Govt.
 Govt. to do more.

20/1

Adv. General's attention
 will be invited to the
 matter since 1893

Order 31 Jan 1895 N-198
 Mr. Justice's letter of the 15th
 Oct. will be referred to the
 Adv. General for favour of
 remarks & he will be
 requested to prepare a
 draft of a Bill to render
 the registration of maistries
 compulsory. The Bill should
 be restricted in scope to
 such maistries as supply
 coolies for work on tea,
 coffee & cinchona estates
 & to such of these maistries
 only as are suppliers of
 labour on a large scale.
 On receipt of the Adv. Gen's
 draft & remarks, the Govt. will
 be in a position to decide
 whether any further steps
 should be taken in this
 matter. In this connection the
 2. The Draft Bill submitted
 with Mr. Justice's letter of
 the 31st Oct. will be referred
 to the Hon. the Judges of
 High Court & to the Adv.
 General with the request

in Govt.
views in respect

(From order)

14
10 Jan.

10 Jan. 1895
to the Hon. the C. I. with C. I. and copies of
from the Govt. Sol. with
a copy of Board's Resolution
of 22 Sept 1893, No. 550, Land
Revenue; & G.O. of 14 June
1894, No. 423, Rev. i; G.O. of
10 Aug 1893, No. 1457-S, Ld.;
G.O. of 17 June 1893, No. 1230, Ld.;
G.O. of 27 June 1894, No. 1375,
Ld.; & G.O. of 19 July 1897, No. 1692, Ld.

G.O. of 10 Aug 1893, No. 1457-S,
Ld.; G.O. of 17 June 1893, No.
1230, Ld.; & G.O. of 27 June 1894,
No. 1375, Ld.

Resolution of the Hon. Mr. S.
Min. As. Mr. S. & the Hon.
Mr. S. have passed
the draft.

copy to the Hon. Mr. S. Secretary,
United Planters' Association
of Southern India
copy to the Hon. Mr. S. Secretary, 1895

Subm. to the Hon. Mr.
George & Mr. S. the Governor,
as the Hon. Mr. S. Min. objects
to para 1 of the draft.

14
16 Jan

Res. 121
Office

This may be sent

PAK PAPER, No. 2482: 23. 11. 93

HEAD ADMIN. ORDER OF GOVERNMENT, DATED
No.

33
198

1086/95

11/5/95

1305

19 64

ENCLOSURE

CURRENT NO.

STATEMENT WITH DEDU.

ORDER, NO. OF GOVERNMENT-A.

PAYMENTS OUT OF FUND FOR GRANT IN ORIGINAL
(not paid).

NUMBER OF COPIES
REQUIRED.

Order complete.
Letter only.
Order complete with Letter.

N.B.-

A = Print in full.
B = Not to be printed.
P = Print abstract only.
Q = Print heading only.
R = Print but not for monthly volume.

ORDINARY, PRINTED.

Jud. DEPARTMENT.
G.O., DATED 31 Jan 1895
No. 198

①

1/198

First copy sent to Press.

31/1

Returned for signature.

7/2/95

Despatched in print.

8/2/95

[Despatch Abstract.]

Labour Law

Requesting the Adv. Sec.
to prepare a draft of a
Bill for the compulsory
registration of masters sup-
plying coolies for tea,
coffee and cashew estates,
and referring to that, Secy.
and the Hon'ble the J. Secy.
of the High Court for
previous remarks the
draft of a Bill submitted
by the United Planters'
Association of Southern
India for the punishment
of breakers of contract
by labourers on such
estates and by contractors
for supplying such labour.