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MADRAS RECORD OFFICE.

Government of Madras.

Public

DEPARTMENT.

G.O. No. *e 51/2*

**Press
Mis.**

153-166

Dated *30th May* 18 *66*

Not to be folded or roughly handled

GOVERNMENT OF MADRAS.

PUBLIC DEPARTMENT.

READ—the following papers :—

No. 153. From P. GRANT, Esq., Collector of Coimbatore, to the Hon'ble A. J. ARBUTHNOT, Chief Secretary to Government, Fort St. George, dated Coimbatore, 1st August 1865, No. 92 $\frac{1}{2}$.

I have received Proceedings of Government and their Order thereon, dated 12th July 1865, No. 261, directing me to report on the expediency, or otherwise, of applying enactments, similar to the Bengal Acts III of 1863 and VI of 1865, to the Neilgherry hills and Wynaad, and at the same time to consult some of the principal planters and local officers on the subject.

2. Several gentlemen on the Neilgherries have been referred to for their opinions, but they have not had sufficient time to submit them, and judging from a letter received yesterday from Messrs. T. Stanes and J. Gordon, of Coonoor, I do not expect to hear from them for some time, as they are anxious to have a meeting of Planters from distant parts of the country, and to submit the opinion of the majority. They anticipate that six weeks will be required to enable a full meeting to assemble. I beg, therefore, in accordance with the instructions conveyed in yesterday's telegram, to submit, without further delay, the following views on the subject.

3. It should be borne in mind that the whole northern frontier of Wynaad and the Neilgherries is bounded by Mysore, a foreign State, from which it is estimated that four-fifths of the labor on the plantations is drawn. The application of any law, therefore, to affect the introduction of labor becomes difficult, and indeed it is questionable whether any law is required for the purpose.

4. The seasons, at which the various planting operations in Wynaad and the Hills are carried on are well known to the Mysore (Canarese) coolies, whose movements are influenced by various causes, amongst which are—

- 1st.—The demand for their services on their own lands, which is determined by the state of the season, *i.e.*, the rain.
- 2nd.—The demand for labor on the coffee plantations in their own country (Mysore) and Coorg.
- 3rd.—The existence of any epidemic, such as cholera or small-pox.

5. From what I have seen and heard it strikes me that the planters do not complain much of the difficulties experienced in procuring labor, being aware, I believe, that they arise from the fact that the supply is not equal to the demand, and that this want is caused by the great extension of coffee cultivation, and the general prosperity of the people in those parts of the country from which, under less favorable circumstances, an abundant supply of labor might be looked for. Few Tamil people go to Wynaad, and those who have once worked on the plantations there seldom re-visit it as they have generally suffered more or less from fever or dysentery, and they look back with no kind remembrances to a country in which they have lost their health, and with the inhabitants of which they have few sympathies.

6. To the Neilgheries they have more at home there, being able to go and come without trouble by the Coonoor Ghat, a great thoroughfare, on which so many and come without trouble by the Coonoor without at the same time being exposed to risk from wild animals. Three-fourths of the trouble and annoyances to which planters, more especially in Wynaud, are exposed are to be attributed to the want of roads and the (to the Native constitution) killing nature of the climate. In many cases of breach of contract which have come within my cognizance, the climate has been the chief cause of failure on the part of the contracting coolies. They have preferred taking the consequences of on them were so prejudicial that to have remained on the plantations would have ended in their deaths, and that they, have, preferred taking the consequences of the breach of contract and getting home, with the chance of going into jail, which under any circumstances they said they looked on as preferable to death, with the eventual probability of not getting decent burial.

7. The planters on the Neilgheries desertion of the coolies, but knowing no doubt are much annoyed at times by the whether many of them would wish for a low distasteful the climate is to them, I doubt similar to those in force in Bengal, a complicated machinery in the shape of Acts employed, and to raise the expense of which would tend to hamper employes and the labor.

8. The more experienced a planter becomes, the better does he look after his men, and the better he is served; he learns to understand their ways and troubles, and perhaps finds out that a little sympathy will prevent a breach of contract, where a legal enactment would be useless.

9. If Act XIII of 1859 were re-enacted, Bengal Act VI of 1865 embodied withast, and the provisions of sections 53 to 41 of complaint, and most cases of fraud, I think that little room would be left for indolence, and enticing away laborers without breach of contract, wilful negligence or could be met.

10. I would suggest that cases of breach of contract extending beyond one month should be in writing, and that actions for breach of contracts extending beyond six months should lie to the civil courts; also, that all expenses attending the prosecution of cases connected with contracts before the Magistrates should in the first instance be borne by the prosecutor, and eventually by the defaulting party if he possessed sufficient property on which to realize fully.

11. Contracts with persons who have never visited the Hills, and who consequently know nothing of its climate, should be limited to three months.

12. An enactment embodying the above provisions would not, I think, bear heavily on the laboring class, whilst it would tend to satisfy the wants of the employers. Any attempt on the part of a planter to enforce its provisions with harshness would work its own cure, as his estate would get a bad name amongst the coolies, who would not go near it until a new regime in its management had been introduced.

13. It is necessary to have the power of punishing fraudulent contractors and deserters, and the very fact that the power exists tends to keep them straight. A native laborer has wit enough to discriminate when punishment is justly or unjustly enforced. A petty act of harshness will create amongst coolies greater amount of excitement and discontent than many justly deserved punishments.

No. 154. From V. H. LEVINGE, Esq., Collector of Madura, to the Hon'ble A. J. ARBUTHNOT, Chief Secretary to Government, Fort St. George, dated Madura, 2nd August 1865, No. 1344.

I have the honor to report, with reference to the Order of Government, No. 261, dated the 12th July, that I do not think any special legislation is required to regulate emigration from this district to Ceylon.

2. I think the present Act regarding the number of passengers to be conveyed in each vessel is all that is required. The trip from this coast to Ceylon is short and

thought nothing of by the coolies, who have long been accustomed to make it. They think no more of going to Ceylon now than they do of going to any of the adjacent districts. The coolies go of themselves without being recruited, and are well treated on the voyage, especially by the Ceylon Emigration Agency.

No. 155. From A. WEDDERBURN, Esq., Collector of Tinnevely, to the Hon'ble A. J. ARBUTHNOT, Chief Secretary to Government, Fort St. George, dated Tenkasy, 7th August 1865, No. 310.

I have the honor to reply to the Proceedings of the Madras Government, dated 12th July 1865, No. 261, on the subject of the proposed supervision of emigration to Ceylon. Copy of a letter from Mr. Underwood, the European subordinate, who has been longest in the district, is annexed. He recommends that a protector of coolies should be appointed, who would take care that no one was shipped for Ceylon, without being aware of the terms of his agreement. He states that the cooly is often cheated by the contractor, and has no redress in Ceylon; that a protector of emigrants would ensure a fair adjustment of the cooly's receipts here, a free passage, and thirdly, an understanding of the terms on which he was engaged.

2. My proposal has reference merely to the last of these objects — an understanding of the terms of several others to whom I know what Government have to do with free emigration, but whose replies have a general reaction of the weak and ignorant. Free emigration to Ceylon having existed for a generation, there is, I am told, hardly a village in the district which has not contributed an emigrant. It is not, therefore, likely, that the rates of wages are unknown. However, to prevent deception on the part of contractors, and to ensure the cooly the same protection in this country, which he, when disengaged, receives on entering into a contract for more than a year in Ceylon, I have the honor to suggest that the Ceylon Government should be informed that section 9 of the Ordinance of 1864 is based on an erroneous assumption, and should be modified and assimilated to section 7 of the same Ordinance.

3. The Ceylon Government appear to be under the impression that the laws of India bind persons out of India, or else that there is some special Act applicable to emigrants to Ceylon, and so throw the onus of disproof upon the disputer of the contract, who will generally be the ignorant cooly. I respectfully suggest that the Ceylon Government should be advised to enact that no contract for a year or more entered into with labourers in India should be valid, unless executed in the presence of a European Magistrate of the district in which the contract was made; the contract, certified by the signature, designation, and seal of the Indian Magistrate, to be received as sufficient evidence,

*Note—Section VII requires duplicates of the contract to be sent under a penalty. without further correspondence. Were this enacted, it would follow that every

uncertified contract of more than a year (six months might be substituted, if necessary) would be invalid, and the imported cooly would be at liberty to engage himself anew at the current rate of labour, which of course is much higher in Ceylon than here; otherwise there would be no emigration. The contractor would find his sole safety to rest in getting his contract certified by the Indian Magistrate, and no protectorate of Emigrants or further legal enactments would be required as regards Ceylon emigration. This is all the protection I would advocate in what, for the most part, is a free trade in labor.

4. If the Ceylon Government do not deem it expedient to make this alteration and assimilate section 9 to section 7 of the said Ordinance, then Mr. Underwood's suggestion that no contractor be allowed to ship coolies, without bringing them before the European authority of the port, would be the alternative. This involves more interference with the liberty of the subject. A short consideration of section 9 will suffice to show its imperfection. The contract is required to be in writing, and signed, or acknowledged by the parties, one of whom may fairly be assumed to be totally illiterate. No witnesses are required—and above all no official sanction,

which there would be if there were any Indian laws on the subject. I know of no laws of India which bind persons going to Ceylon; and, for obvious reasons, I think it is undesirable that there should be any, and that emigration should be perfectly free. As long as the rate of wages is higher in Ceylon than in Tinnevely, so long an agreement to go to Ceylon, change his mind, I do not think that he should be compelled to go by the Magistrate. If he accepts an advance with the intention of cheating, he can be punished under the Penal Code. If he commits simple breach of contract he can be sued for damages, and for the recovery of advances in the civil courts. Further protection of the emigrant than witnessing his intelligent agreement who engages him, could not be given, without an Act for the forcible deportation of contracted emigrants, which, I suppose, is not contemplated. After the emigrant has reached his destination in Ceylon, the laws of that country are sufficiently stringent with reference to the fulfilment of his agreement with the planter, as may be seen in section 11 of the Ordinance of 1861.

ENCLOSURE.

From W. E. UNDERWOOD, Esq., Deputy Collector, to A. WEDDERBURN, Esq., Collector of Tinnevely, dated Tuticorin, 31st July 1865, No. 151.

I have the honour to acknowledge your letter, No. 968, dated 25th July 1865. With the enclosures marginally noted, and requesting certain information on the subject of the emigration of coolies to Ceylon, with any remarks I may have to offer on the subject.

Proceedings of Madras Government, 12th July 1865; Act III of 1863; Act VI of 1865.

2. There is a class of recruiting agents here called cunganies, they go out in the villages and collect coolies, giving them a certain advance and then bring them in here, feeding them whilst waiting for a vessel, or until they have obtained their complement. The passage and all expenses of the coolie are paid for by the cunganee as an advance to be hereafter adjusted when they get on the estate. There are also a number of coolies who go over of their own accord without any recruitment on the part of agents deputed for that purpose.

3. The parties recruited go over willingly; no compulsion is used. Should any coolie or coolies on arrival at the port change his mind, he has only to state so to Captain Phipps or myself, and we at once inform the cunganee that the coolie cannot be compelled to go, and inform the coolie that he is free to return to his village.

4. I think, however, it would be advisable for several reasons that there should be an Act passed for the emigration of coolies from this to Ceylon, and that coolies shipped by cunganies should only be allowed to ship through an authorized agent, styled "Protector of Emigrants." The cunganee recruits the coolie here and advances him a rupee or two, and pays his batta of "puddee" for food whilst detained here, and up to the estate. The coolie does not come on pay until he arrives at the estate, a bill then for all charges is given against each coolie on his arrival as advance made. The coolie up to this has been unaware of the heavy bill against him, and at the very first starting finds he is heavily engaged to the estate; he has actually received only three to five rupees at the most, but finds a bill against him for 10 rupees or 15 rupees through the chicanery of the cunganee.

5. Now, with a Protector of Emigrants at the place, no cunganee or agent would be able to ship coolies, without they passed through the office of the Protector. The advantage gained to the coolie would be first a fair adjustment of his receipts here; secondly, a free passage; and, thirdly, he would understand the terms on which he was engaged, and what he had to expect. It would also be a guarantee to the planter that the parties understood their engagement, and their terms of agreement were registered.

6. Further, the register of the coolies here would obviate the necessity of their being obliged to ratify the contract made here as soon as they got over in Ceylon; for the coolie is generally an ignorant man, and in the contract signed here, with the cunganee, the coolie often signs the agreement supposing he has the advantages read out to him, whereas the actual written terms as to pay and service are distinctly of another character and to his disadvantage, but this he does not find out until too late, and the only answer from the employer is to the effect he has signed the contract, that he cannot help his ignorance, and he must abide by the terms he has signed for.

* Ordinance for amending and consolidating the law relating to servants, labourers and journeymen artificers under contracts for hire and service—Paragraph 9, "contracts entered in India for hire and service in this Island."

† For instance the coolie supposed he has signed for 8 annas a day, he finds when he gets over on the Ceylon side he has only signed for 6 annas.

the only answer from the employer is to the effect he has signed the contract, that he cannot help his ignorance, and he must abide by the terms he has signed for.

7. The coolie would be protected from the above, passing through an authorized agent here. The agent would, of course, in no way interfere with coolies going over to seek employment of their free will.

(True Copy).

(Signed) A. WEDDERBURN,
Collector.

No. 156. From G. A. BALLARD, Esq., Collector of Malabar, to the Honourable A. J. ARBUTHNOT, Chief Secretary to Government, Fort Saint George, dated Calicut, 23rd August 1865, No. 111.

In G.O., dated 12th ultimo, No. 261, I am directed to report on the expediency or otherwise of applying an enactment embodying the provisions of the Bengal Acts

* Act to regulate the transport of Native labourers to the districts of Assam, Cachar and Sylhet.

† Act to provide for the regulation and enforcement of contracts for labour at places to which by virtue of such contracts the labourer is to be conveyed at the expense of the employer.

III* of 1863, and VI† of 1865 to the Neilgherry Hills and Wynaad; and if such should be applied, what agency I would propose to employ in carrying it out.

My reply is called for at once, and I must submit it before receiving the expression of the views of the planters in

North Wynaad, and of several others to whom the papers were sent immediately I received them, but whose replies have not yet reached me.

I beg attention, however, to the enclosure containing remarks that deserve consideration from the South Wynaad Planters' Association.

2. In my opinion legislation embracing the objects contemplated in the Government Order under notice, that is to say, legislation regulating the recruitment and transport of labourers in other places than their own districts; providing for the proper treatment of labourers at the fields of labour; and for the due fulfilment, both by employers and employed, of their contracts, is urgently required.

But I doubt whether one Act applicable to all India, yet sufficiently precise in its details to suit different parts, could conveniently be framed to meet all the objects above said. Indeed there is a natural division of the subjects which seems to have been recognized in Bengal; one of the regulations above noted treating of recruitment and transport, the other of protection and enforcement of contracts.

3. I am inclined to think the recruitment and transport of labourers for employment in other than their own districts should be regulated by an Imperial Act.

Labourers may be recruited in the plains of one Presidency to be employed on its hills, or to be conveyed through it and another Presidency for work in a third, or in a foreign country, and it seems desirable that the same general law should rule the operations throughout.

4. But practically special legislation for the protective treatment of labourers and the penal enforcement of contracts is only really required in tolerably well defined planting districts. The circumstances and requirements of these do vary considerably, and though certain broad principles would rule throughout, the details of application that would suit one place would not suit another.

On these points then I think it would be well to leave the Local Governments to frame and introduce local Acts as the planting districts under their respective administrations require. I conceive such Acts would be worked more easily and be more satisfactory to every class than a general law.

Labourers recruited under the general law would be protected and bound by the local law of the district in which their service fell; but the provisions of the latter would be applicable also to a considerable proportion of labour that had never come under the action of the general law at all; in other words, that had found its way to the labour district without the intervention of contractors or recruiters licensed under the Imperial Act.

5. The Imperial Act might prohibit the recruitment and engagement of labourers for work beyond their own districts by any but licensed recruiters or contractors. It would provide for the registration of such labourers before they left their homes before a magistrate or special officer; for their transport whether by sea or land thence to fields of labour, or return, under certain circumstances, to the districts whence they had been brought by the contractors at the latter's expense.

Much of the Bengal Act III of 1863, generalized in terms, would be embraced in such an Imperial Act.

It would be for consideration whether Act XIII of 1864 might not be amended and its scope extended to meet the contemplated requirements; or that Act might be repealed, and the necessary clauses to regulate over sea emigration, as well as others to regulate what may be termed coast and inland emigration, introduced in the new law.

6. Generally, I think the existing official agency, Magisterial, Medical and Marine, would be sufficient for the due working of such a measure, and a system of fees would, of course, be arranged towards covering the expenses of extra remuneration to existing agency, or the employment of special agency for the purposes of the Act, where such expenditure was found necessary.

7. Before leaving this part of the subject, I beg to remark on one important point of detail noticed in the planters' remarks enclosed. The Bengal Act, as it stands, makes no provision for the engagement and transport of labour from the place where it is recruited *direct* to the place where it is to be employed. The Act contemplates recruitment in the first instance for a depot only.

The arrangement of ultimate contracts apparently is to be effected at a depot, and thence only is a labourer to be conveyed to the place where he is to work. The planters consider that this arrangement, if it becomes law, will cause them great inconvenience, for it may often involve the necessity of taking recruits to a distant depot, their re-engagement thence, and transport to the labour field, perhaps over again a good deal of ground travelled in going to the depot, thus involving expense, loss of time and trouble.

As it is necessary to restrain indiscriminate recruiting, some extra trouble and expense to employers are the necessary consequences; but I think the law might provide that, in localities where it was not considered necessary to establish depots, but in which recruitment was not considered objectionable, it should be competent to the Local Governments to empower magistrates in their districts to issue licenses for the recruitment of labourers in such districts for work in other specified places. Such labourers, after duly entering into contracts before the magistrate under whose license they were recruited, to be conveyed direct to the place where the labour was to be performed without the necessity of being taken intermediately to any depot. In other respects, the general provisions of the law to hold good with respect to their transport.

8. For a local Act, such as has been alluded to above, I think a modification and amalgamation of the provisions of the Bengal Act VI of 1865, and the (apparently) draft of a Ceylon Ordinance forwarded with the Government Order under reply, would most efficiently meet all requirements. I speak especially with reference to Wynaad. The Bengal Act seems to me to contemplate a more expensive machinery than the scale of operations in our planting districts requires or could support. It omits some very salutary provisions of the Ceylon Ordinance, whilst the latter again is almost silent as regards protective arrangements. The one law seems to me too exclusively to guard the employed, the other the employer.

Moreover, the Bengal Act only applies to labourers recruited at a distance, and conveyed to the labour district at the expense of the employer; but, as in Wynaad, a considerable proportion of the labour is and will be engaged without the intervention of recruiters; any Act for application to that district must be devised so as to protect and bind such labour, as well as that brought in from other parts of the country under any Labour Transport Law.

9. The character of the Act I desire to see applied to Wynaad is, I think, sufficiently indicated by what I have just said, and I will not discuss details here, as I doubt not opportunity for so doing will be given when the question has reached a more advanced stage. I will merely observe that I think the provisions of the Ceylon Ordinance, providing that labourers engaging without special contract are to be considered monthly servants, are sound; but that I would require all contracts for more than one month to be entered into before a magistrate.

I would make the Act applicable to menial servants. They, as well as monthly labourers, should of course be under any protective provisions as regards right to a minimum scale of wages (if not secured a higher rate by contract), proper housing, medical treatment, &c.

10. I think the suggestion of the planters, that contractors for specified works should be licensed, well worthy of adoption, and would make provision therefore in the Act. Such contractors should be

Vide enclosure last paragraph but one.

required to take out licenses annually, the fees for such licenses being graduated according to the amounts which their licenses entitled their holders to contract up to; a maximum scale of fees should be fixed in the Act, the actual fees being regulated according to circumstances by the local Government.

11. If it is determined to introduce such an Act in Wynaad, I would remodel the official arrangements altogether. I would propose that the present taluk be divided into the now well recognized districts of (1) North, (2) South, and (3) South-East Wynaad; that instead of the single Deputy Collector and magistrate, tahsildar and two sub-magistrates, now allowed, a Deputy Collector and magistrate for each of the three divisions, with a sufficient staff, should be appointed, who should be *ex-officio* Protector—or, if the term is preferred, Supervisor—of labourers in his division; and further that to each division a Medical officer should be appointed, whose duty it should be to assist the deputy magistrate with advice on all sanitary questions, to inspect labourers, habitations, &c., when called on to do so, grant certificates of health, &c. I believe that with these limited divisions these officers would be able efficiently to perform the duties devolving on them. We do not want many agents, but those employed should be men of ability and standing. They will have responsible duties to perform, and should be persons who will command respect.

12. Under the circumstances of Wynaad, the sub-division proposed would have not a few collateral advantages. The despatch of ordinary, magisterial and revenue work would be facilitated.

A superior magistrate would be given to each division, a boon that has often been prayed for. A sheristadar of the grade proposed would efficiently discharge the revenue duties of the limited range.

Vide enclosed statement.

Registration duties would be more easily performed, and considering how much would be gained, I think the additional expense that would be entailed on Government by the arrangement I have proposed would be well compensated. Indeed it would not be great if the fees collected locally are locally applied as I am strongly of opinion they should be.

Taking the opened coffee acreage at 20,000 acres, and I cannot be much under, and allowing a cooly an acre, an annual registration fee of a Rupee a head would give Rs. 20,000 per annum. The present Revenue and Magisterial establishments (including a small expenditure for District Moonsiff establishments) cost about Rupees 22,500 per annum. The arrangements proposed would cost about Rs. 43,600 involving an increase of about Rs. 21,100 per annum over present expenditure. This would be nearly or quite covered by fees.

* *Vide* enclosed statement.

13. I believe all classes would be glad of and would be benefited by the arrangement suggested.

I believe I may say that the planters recognize generally the desirability of the legal enactments proposed, and the necessity of extra agency being employed to carry them into effect.

If really effective agency is employed, and the special funds raised locally are carefully and judiciously expended locally, I believe they will willingly contribute what may be necessary to defray the extra expenditure involved.

And I venture earnestly to hope that, if action is taken at all, full and efficient local agency may be provided. Official interference between employer and laborer is a delicate duty. I am convinced that under the peculiar circumstances of our planting District it is desirable. But unless efficient local agency is provided, it will be better not to undertake it.

From A. R. HINDE, Esq., Honorary Secretary, Planters' Association, South Wynaad, to G. A. BALLARD, Esq., Collector of Malabar, dated South Wynaad, 14th August 1865.

Having in compliance with your request laid the Bengal Labor Ordinance before the members of this Association, I have been desired by them to tender to you their thanks for having given them an opportunity of expressing their opinion as to its suitability for this district.

In its present form they think it unsuited for their requirements; but are of opinion that an Act based on this Ordinance embodying the suggestions that they now venture to offer will be beneficial not only for the employer, but also for the laborer.

In laying before you our suggestions, I would, however, remark that we have considered the Act as bearing on this district only; at the same time we venture to hope that it will prove equally beneficial to others employing labor in this country.

With reference to Act III of 1863, we would suggest that clause 1 be altered thus:—

"From and after the
"than under the provisions of this Act engage any native inhabitant of India to proceed to any
"other Collectorate than that in which he resides, for the purpose of laboring there for hire; and
"whoever shall, otherwise than under the provisions of this Act, convey any native inhabitant of
"India to any other Collectorate for the purpose of laboring there for hire shall be liable to a
"fine not exceeding two hundred rupees for every person so engaged or conveyed, and in default
"of such fine shall be liable to imprisonment for a term not exceeding six months."

CLAUSE 2.

They have no suggestions to offer beyond the necessary verbal alterations.

CLAUSE 3.

Requires to be altered similarly as clause 1.

CLAUSE 4.

They propose that a clause be inserted here by which employers of laborers shall be entitled to demand a license as a contractor from a superintendent, unless such superintendent can show just cause before the Collector, or the Deputy Collector of the district, why such license should not be granted.

CLAUSES 5, 6 AND 7.

They have no suggestions to offer upon these clauses.

CLAUSE 8.

They propose that a clause should here be inserted by which any contractor may be entitled to demand licenses for any number of recruiters that he may think fit to employ, providing just cause cannot be shown why such license or licenses should not be granted.

CLAUSE 10.

They have no suggestion to offer upon this clause.

CLAUSES 11, 12, 13, 14 AND 15.

They would venture to call the special attention of the Collector to these clauses. As they now stand, it is necessary for a recruiter to take every cooly before the Magistrate of the district, where he is examined and registered, before proceeding to the depot where he is again examined and registered, thereby necessitating great loss of time to the recruiter, heavy expenses to the contractor, and also much trouble to the officials; we are of opinion that a superintendent should be placed in all recruiting districts before whom the recruiter should take the coolies for registration; if there is no such superintendent, then they should be taken before the nearest Magistrate, who should be empowered to register them, and if upon examination it is found they clearly understand the nature of their contract, and that proper arrangements have been made for their conveyance to their destination, they should at once be allowed to proceed. Depots under the supervision might be established at all ports where coolies are likely to be taken for embarkation to Calcutta, Mauritius, Ceylon, &c.

CLAUSE 16.

They have no remarks to make on this clause.

CLAUSE 17.

They consider this clause very objectionable and unjust to a contractor, their employers and agents, inasmuch as the tendency of the clause is to lead coolies to make false complaints. Any body of laborers may thus entirely evade their engagements by swearing ill-treatment, when none such has been received; and although under contract and in receipt of advances may claim to be returned to their homes; the loss to the contractor in advances, the coolies return expenses and his time would be a very serious consideration. They are of opinion that the clause should stand thus.

"That if, upon the complaints of any laborer, the Superintendent or Magistrate shall have reason to believe that he has been subjected to ill-treatment, that the contractor shall be liable to be proceeded against before a Magistrate and be punished under the Penal Code in due course of law."

CLAUSES 18, 19 AND 20.

They have no remarks to make.

CLAUSE 21.

We consider this as unnecessary, except when coolies have to undergo embarkation to other ports, it will cause much trouble and inconvenience when coolies are only proceeding say from Mysore to Malabar.

CLAUSE 32.

They propose that a clause should be here inserted empowering Superintendents of labor transport, or Magistrates, to erect rest-houses along lines of roads leading from the recruiting to the employing districts; the cost of erection and upkeep to be levied by a small rent chargeable on registered coolies proceeding along such lines of roads, the same being paid at the time of registration by the contractor or his agent.

CLAUSES 33, 34 AND 35.

Do not apply to their districts.

CLAUSE 36.

They consider unnecessary, especially as applying to the labor from Mysore. We have no further suggestion to offer on the remaining clauses of this Act.

ACT VI OF 1865.

Throughout this Act we would suggest that the term "Protector of Laborers" be altered to "Supervisor of Laborers," as we consider the tendency of the former terms is to subvert the authority of the employers over the laborers.

CLAUSES 1 TO 6 INCLUSIVE.

We have no remarks to make on these clauses.

CLAUSE 7.

They propose should be altered thus:—"On every estate on which any laborers shall be employed, there shall be provided sufficient hospital accommodation for one in every ten of the laborers so employed thereon, as well as such medicines of such quality and description and according to such scale as shall from time to time be fixed by the Government of Madras at the recommendation of the Medical officer of the district, and it shall be the duty of the proprietor to place the estate under such medical charge as shall to the supervisor of labor appear necessary."

CLAUSE 8.

They are of opinion that a proviso should be here inserted to the effect that unless sufficient cause can be shown why such omission or omissions of the preceding section have not been complied with.

CLAUSE 9.

To stand.

CLAUSE 10.

To stand with verbal alterations.

Proposed Establishment.				
3 Deputy Collectors and Magistrates, 1st-class, at Rs. 600.	1,800	21,600		
1 Sheristadar	100			
1 Head Clerk	60			
1 Clerk	30			
2 Clerks, at Rs. 25 each	50			
1 Clerk	20			
1 Inspector	30			
1 Shroff	20			
1 Duffarbund	8			
1 Duffadar	9			
6 Peons, at Rs. 7 each	42			
1 Massaljee	6			
1 Sweeper	6			
Munsiff's Establishment	381			
Total Establishment for 1 Deputy Collector	411			
For 3 Deputy Collectors	1,233	14,796		
Three Medical Officers, at Rs. 200 each	600	7,200		
Total		43,596		
Increase		21,132		

CALICUT,
23rd August 1865.

(Signed) G. A. BALLARD,
Collector.

No. 157. From P. GRANT, Esq., Collector of Coimbatore, to the Hon'ble A. J. ARBUTHNOT, Chief Secretary to Government, Fort St. George, dated Coimbatore, 30th August 1865, No. 108.

The accompanying papers embodying certain resolutions passed at a planters' meeting held at Ootacamund lately, I beg to forward for the information of His Excellency the Governor in Council. They were transmitted to this office by Mr. J. Beaumont who is deeply interested in planting operations in Wynaad, and contain, I believe, the views of a considerable number of planters. A report, I am informed, is being sent to the *Madras Times* and *Athenæum*. The proposer and seconder of the 6th resolution have estates on the Neilgherries, but none of the proposers or seconders of the other five resolutions, although some of them reside on the Neilgherries, have, that I am aware of, plantations on them, so that without the report of the meeting, and the names of those gentlemen who attended it, I am unable to say whether the resolution now forwarded embody the sentiments of both the Wynaad and Neilgherry planters, or of the former only.

Copy of resolutions passed at a meeting held at Ootacamund on the 21st of August 1865.

1st Resolution.
Proposer Mr. Glasson, }
Seconder Mr. Griffin, } Carried unanimously.

That with reference to the Proceedings of the Government of Madras, dated 12th July 1865, this meeting is gratified to find that the important subject of legislation between master and servant is under the consideration of the Government.

2nd Resolution.
Proposer Mr. J. Beaumont, }
Seconder Mr. Burnett, } Carried nem. dis.

That the views of the planters having been invited as to the suitability of the Bengal Labor Act No. VI of 1865, to the necessities of the planting districts of Madras, this meeting expresses its belief that it is inexpedient to combine legislation for emigration of coolies beyond the limits of this Presidency, with regulations for the protection of laborers and the fulfilment of contracts in one Bill.

This meeting is therefore of opinion that separate enactments should be passed on these subjects: the one to be general for all India the other to be framed by the Local Government in accordance with our local requirements; but that measures should be taken to embrace Mysore and Coorg territories in the provision of the latter enactment.

3rd Resolution.

Proposer Mr. H. R. Dawson, }
Seconder Mr. J. F. Mackenzie, } Carried nem. dis.

That the circumstances of the planting districts in this Presidency are so dissimilar to those which rule in Assam and other Bengal Provinces, that in the opinion of this meeting the Act No. VI of 1865 would be quite unsuitable in Madras; that lengthened terms of service are, as a general rule unknown here, and that therefore the only provisions that appear to be necessary in legislation are those which will ensure a faithful discharge of the relative duties between employer and the employed under contract of service, and a due protection of the coolies employed upon plantations.

4th Resolution.

Proposer Mr. Groves, }
Seconder Mr. Steedman, } Carried nem. dis.

That the following draft of a law relating to servants and others under contracts for hire and service (the provisions of which are almost entirely based on the Ordinance in force in Ceylon, where the circumstances are closely similar to those existing in the planting districts of this Presidency), be proposed to the Government of Madras for their consideration (subject to such modifications and additions for the further protection of employers and the employed, as the Governor and Council may see fit), as deemed suited to the circumstances and requirements as well of the planting districts of this Presidency as of every employer of labour, whether that of a domestic servant, or skilled artisan.

5th Resolution.

Proposer Mr. Burnett, }
Seconder Mr. Dawson, Junior, } Carried nem. dis.

That it be proposed to the Government of Madras that all Magistrates have jurisdiction under this Act, but that Special Magistrates be appointed in those localities where large bodies of servants are employed entailing much extra work on the Magistrate, in seeing that both masters and servants are protected under the provisions of this Act, and that the expenses of the appointment of such Special Magistrates be secured to Government by the levy of a special fee according to the following graduated scale. On the registration of engagements for—

1 year and upwards	1 rupee.
9 months and less than 1 year	12 annas.
6 " " 6 months	8 "
3 " " 3 months	4 "
1 month " 1 month	2 "

6th Resolution.

Proposer Mr. H. Mann, }
Seconder Mr. Stanes, } Carried nem. dis.

That the foregoing resolutions be brought respectfully under the notice of His Excellency the Governor in Council with the expression of an earnest hope that they may meet with favorable consideration.

DRAFT of a law relating to servants, laborers, and journeymen artificers under contracts for hire and service.

The word servant shall, unless otherwise expressly qualified, extend to and include menial and domestic servants, maistries, store-keepers, writers, messengers, laborers employed in public works and agricultural and other laborers.

2. Every verbal contract for the hire of any servant in the service of Government or of any person or persons except for work usually performed by the day, by the job, or by the journey, shall (unless otherwise expressly stipulated, and notwithstanding that the wages under such contract shall be payable at a daily rate) be deemed and taken in law to be a contract for hire and service for the period of at least one month, and to be renewable from month to month, and being given by either party to the other of his or her intention not to renew the same, and the wages of such servant shall be payable monthly, and any employer shall be entitled to discharge any such servant from his or her service under any such contract without previous notice, provided such servant be instantly paid his or her wages for the time he or she has served, and also for one month from the time of such discharge.

Provided always that any such contract may, at any time, be determined by the misconduct of either party in their relative capacity of master and servant, which may be proved by either party against the other.

3. Every verbal contract for the hire according to time of any journeyman artificer, where no special contract or agreement shall be made and duly proved, shall be deemed and taken in law to be a contract for the hire of such artificer for one day and no longer.

4. Provided always that nothing in the two preceding clauses of this Act shall be construed to permit any servant or journeyman artificer who may continue in the service of his or her employer beyond the period for which any verbal contract entered into by him or her is respectively binding only in law as aforesaid, from recovering his or her wages according to the full period of time of his or her being in such service, nor to prevent any similar subsequent verbal contract being respectively implied in law from the continuance of such service or otherwise.

5. No contracts for the hire or service of any servant or journeyman artificer for any period of time longer than one month shall be valid in law so as to subject any party thereto to the provisions of this Act for not performing the same, unless such contract shall be in writing and they clearly express the terms or conditions thereof, and shall be signed by both parties, or if they cannot write, by some person or persons duly authorized by them; and unless every such contract be also acknowledged by every such servant or artificer in the presence of one or more witnesses, who are hereby required in every such case to previously explain or cause to be explained to the said servant or artificer the terms of such contract, and to certify on the back thereof that such servant fully understands the terms of such contract, and is desirous to fulfil the same.

6. No contract entered into for the hire and service of any servant or journeyman artificer for any period of time longer than one year shall be valid in law so as to subject any party thereto to the provisions of this Act for not performing the same, unless such contract be in writing, shall clearly express the terms and conditions thereof, and shall be signed and acknowledged by the parties thereto in the presence of a Police Magistrate or a Justice of the Peace or other person expressly authorized by the Government; and it shall be the duty of such Police Magistrate, Justice of the Peace, or other authorized person to see that the contract is fully explained to the parties, and to certify on the contract that they fully understand the terms thereof and are desirous to fulfil the same; and such contract when produced in evidence and bearing the certificate of such person as aforesaid, shall be *prima facie* evidence of the matters and things contained therein, and every such contract shall be executed in duplicate, and such Magistrate or authorized person aforesaid shall send or cause to be sent, within ten days of the execution thereof, the counterpart thereof to the Registrar of Assurances for the district wherein such contract shall have been executed, and in default thereof shall be liable to a penalty of Rs 50; and the Registrar of Assurances is hereby required to preserve the said counterpart, and to allow any person who may be interested in the said contract to inspect the same on the payment of the usual fees.

Provided always that no contract for the hire and service of any servant or journeyman artificer shall be valid under the provisions of this Act if made for a longer period of hire or service than three years.

7. Unless provisions to the contrary or expressly made therein, no contract entered into and required to be in writing under the provisions of this Act shall be determinable before the expiration of the period specified therein, except by the mutual consent of the contracting parties expressed in writing, signed or acknowledged by them in the presence of two witnesses, or except when the party contracting to be employed, shall have been convicted of an offence, or have become a prisoner, or incapable of service, and his employer shall elect to determine the contract, or except for some reason sufficient in law to set it aside. Provided that in case of any incapacity to serve, the employer shall be bound to furnish the servant so incapacitated, who shall have contracted to serve for any period not less than one year, with adequate means of returning to the place at which his engagement was contracted.

8. Any servant or journeyman artificer who without reasonable cause shall neglect or refuse to attend at and during the time and hours or at the place when and where he shall have contracted to attend, in commencing or carrying out any work, or in case of no special agreement in

that behalf, during such hours as, according to the trade or occupation of such servant or artificer, it shall be usual so to attend, or who, without reasonable cause, shall leave unfinished, or refuse to finish any work contracted to be done, or who shall be guilty of any drunkenness, wilful disobedience of orders, insolence or gross neglect of duty, or other misconduct in the service of his or her employer, or who shall quit the service of his or her employer, or who shall quit the service of such employer without leave or reasonable cause, before the end of his or her term of service or previous warning as required by the 2nd clause of this Act, or for such longer period as may be specially stipulated in his or her contract, shall be punishable by the Magistrate of the district wherein such offence shall have been committed, or wherein the offender shall have been apprehended, by forfeiture of all wages then due if not exceeding the wages of one month, or for the period of warning specially stipulated for, or by imprisonment with or without hard labor, not exceeding three months, or by such forfeiture, together with such imprisonment, at the discretion of the court.

9. If any laborer shall desert or attempt to desert from his employer's service, such employer or any other person acting in his behalf, may, without first procuring a warrant, and without the assistance of any police officer (who, nevertheless, shall be bound to give such assistance if called upon to do so) apprehend such laborer whenever he may be found. Provided, nevertheless, that if the said laborer be found in the service of another employer, or beyond the limits of the district in which his employer's estate is situated, or in which he deserted, he shall not be arrested without a warrant. Provided, also, that if the employer or other person as aforesaid shall use unnecessary violence in effecting such apprehension, or if he shall not, within forty-eight hours from the time of such apprehension, make over the said laborer to the hands of some police officer, with a statement in writing of the apprehender's name and residence, and of the charge on which the laborer has been apprehended, or shall not otherwise within such period cause him to be conveyed to the nearest Magistrate, the person so apprehending shall be liable to a fine not exceeding Rs. 500.

10. Upon any complaint of any servant or journeyman artificer for non-payment of wages, or damages for breach of contract, or misconduct by his or her employer, before a court having jurisdiction in that behalf, it shall be lawful for such court at its discretion, to make a proportional abatement out of any sum to be awarded as the wages or damages due to any such servant or artificer for such days or times as he or she shall have been proved to have been, without the consent of his or her employer, absent from or neglecting his or her service or work, and also for the value of any breakages or damages done to any of the property of his or her employer, by or through the misconduct or gross negligence or carelessness of such servant or journeyman artificer. Provided always that unless any express contract be made to the contrary no such abatement shall be ever made, when such absence or neglect of service or work appears to have been owing only to his or her being incapacitated therefrom by actual sickness or other reasonable cause.

11. That all employers of labor on farms or plantations shall be bound to provide medical attendance and medicine to all their servants when sick; that the Magistrate of the district may at any time enter on a property and view and satisfy himself as to the arrangements made for their servants by the masters, both as to dwellings and for their care when sick.

12. In case any employer not having reasonable cause of complaint, shall refuse payment of wages when due, or not having given such notice or made such payments as required by clause 2 of this Act shall refuse to continue full payment to any servant or other during the whole term of any contract entered into between them, every such employer so refusing shall, in addition to payment of all wages actually due, or of all that would have become due, if the contract had been properly observed, or both as the case may be, be liable to a fine not exceeding Rs. 50: the court, at its discretion, having power to award such portion of the fine as compensation to the servant, as it shall think fit.

13. If any person shall knowingly and wilfully pretend or falsely assert in writing that any servant or journeyman artificer has been hired or retained in his service or employment, or in the service or employment of any other persons for any period of time whatsoever, or in any station or capacity whatsoever, other than that for which such servant or artificer shall have been so employed, hired or retained; or if any person shall otherwise knowingly and wilfully write, sign, or give any untrue, false, forged or counterfeit certificate or writing, in favor of the character of any such servant or artificer, then, in every such case, such person or persons so offending, shall, besides being liable to damages upon any civil action, be liable, on conviction, to a fine not exceeding Rs. 100, or to imprisonment, with or without hard labor, not exceeding twelve months, or to such fine together with such imprisonment, at the discretion of the court.

14. If any person shall offer himself or herself as a servant or journeyman artificer, asserting or pretending that he or she hath served in any service or employment, in which such servant or artificer shall not actually have served, or with a false, forged or counterfeit certificate of his or her character, or shall in any wise add to or alter, efface or erase any word, date, matter or thing contained or referred to in any certificate given to him or her by his or her last or any former actual employer, or by any other person or persons duly authorized by such employer to

give the same, then, in any of the said cases, such person or persons so offending shall be liable, on conviction, to a fine not exceeding Rs. 30, or to imprisonment with or without hard labor, not exceeding three months, or to such fine, together with such imprisonment, at the discretion of the court.

15. If any person, having been before in service or employment as a servant or artificer, shall, when offering to hire himself or herself in any employment, capacity or service, falsely and wilfully pretend not to have been hired or retained in any such previous employment, or capacity or service, then and in such case every such person so offending, shall be liable, on conviction, to a fine not exceeding Rs. 30, or to imprisonment with or without hard labor, not exceeding three months, or to such fine together with such imprisonment at the discretion of the court.

16. That employers of labor shall be bound to give a certificate of discharge to laborers or others who have been engaged under contract to them, on completion of such contract which must be countersigned by the Magistrate of the district. Penalty to be inflicted for forgery or making use of forged certificate as in previous clause.

17. All wages due on any contract of hire and service, and all liabilities arising therefrom, as respects the employer, shall be a first charge against the estate or property in which the servant or artificer under such contract shall have been employed, and shall be recoverable by suit against the party for the time being in possession of the said estate or property. Provided that such charge shall be limited to three months' wages only, and shall be enforced within three months after the termination of the service for which such wages are due; and provided also, that all claims for wages may be enforced before a court, having in other respects jurisdiction in that behalf, although the amount in suit may exceed the sum of Rs. 100.

18. Any person who shall wilfully and knowingly seduce or attempt to seduce from his service or employment any servant or journeyman artificer bound by any contract to serve any other person or persons, or who shall wilfully and knowingly take any servant or journeyman artificer, while so bound, into his service or employment, or who shall wilfully and knowingly harbour or conceal any servant or journeyman artificer, who shall have absented himself without leave from his service, shall be guilty of an offence, and be liable, on conviction thereof, to a fine not exceeding Rs. 50, in respect of each of the servants or journeymen artificers whom he shall have so seduced, taken or harboured or concealed as aforesaid.

Every such offence shall be cognizable before any court having jurisdiction in the district wherein the offence was committed or the complainant is resident.

19. No servant shall be liable to punishment for neglecting or refusing to work, or for desertion, disobedience or neglect of duty, if, at the time of such alleged offence, his wages shall have been unpaid for any period longer than three months.

20. Every maistry or other agent, who, having been entrusted with any money or valuable security by any person or persons for the purpose of engaging or procuring for hire and service any servant or servants, artificer or artificers for such person or persons, shall, with intent to defraud, convert or appropriate the same or any part thereof to or for his own use or benefit, or the use or benefit of any person or persons other than such person or persons as aforesaid, or for any purpose other than such purpose as aforesaid, shall be guilty of a misdemeanor, and being convicted thereof, shall be liable, at the discretion of the court, to be transported for any term not exceeding seven years, or to be imprisoned for any term not exceeding two years, with or without hard labor.

21. Whenever any servant or journeyman artificer is brought before any court or Justice of the Peace, on the ground of his having quitted the service of his employer, or having refused or neglected to work, without leave or reasonable cause before the end of his term of service or previous warning, such court or Justice of the Peace may, if the employer of such servant or his or her agent so requires, instead of punishing or committing to trial the offender, direct him to return to the service of his employer, and may, in such case, order any costs and expenses properly incurred by or on behalf of the employer, by reason of the offence, to be paid by the offender, and, if necessary, to be deducted from any wages which he has then earned, or which by virtue of his then existing engagement, he may afterwards earn.

22. If any servant or journeyman artificer, having entered into any contract of hire and service subject to the provisions of this Act, shall, during the subsistence of such contract, have been imprisoned or have absented himself without leave, no part of the period of such imprisonment or of such absence shall be deemed or taken to be a part of the period of his service, but he shall be compellable, at the option of his employer, to serve *bonâ fide* for the full period for which he shall have contracted to serve; and until such *bonâ fide* service shall have been completed, he shall be, and shall continue, subject to the provisions of this Act.

23. If the estate, upon which any agricultural servant or journeyman artificer is employed under any contract to serve for a period exceeding one month, shall, during the pendency of such contract, become vested in or be transferred to or placed under the superintendence or management of any person or persons other than the person or persons with or by whom such contract

was entered into, such contract, and all the rights and liabilities incidental thereto, shall be deemed in law to be transferred to the person or persons in or to whom the said estate shall become vested or transferred as aforesaid, or under whose superintendence or management the said estate shall be placed as aforesaid, and such last mentioned person or persons, and such servant or artificer shall be respectively bound to perform all the terms and conditions of the contract, in the same manner, or as near thereto as the nature of the case will admit, as if the contract had been originally entered into between such person or persons and such servant or artificer.

24. Provided, that in the case of the transfer of any estate by sale, mortgage, death or otherwise, to a new ownership, if any servant or journeyman artificer shall not consent to such transfer of the said contract of hire and service, the said contract shall, so far as he is concerned, be determined; reserving, nevertheless, to such servant and journeyman artificer his right to sue his former employer for any breach of the said contract arising previously to such transfer.

25. Neither the alleged commission of any crime, nor offence by any person or persons under the provisions of this Act, nor the conviction nor acquittal of any person or persons of any crime or offence, under this Act, shall be a bar to any civil action for damages against such person or persons at the instance of any person or persons who may have suffered any injury, or who may allege that he or they has or have suffered any injury from or by reason of the commission of any such crime or offence.

26. Frivolous, false, and malicious complaints either by master or servant are punished by fine in the one case, and imprisonment in the other.

27. This Act shall come into operation from the date of the passing thereof.

No. 158. From G. A. BALLARD, Esq., Collector of Malabar, to the Hon'ble A. J. ARBUTHNOT, Chief Secretary to Government, Fort St. George, dated on circuit, Kuttipuram, 30th August 1865, No. 116.

In continuation of my letter of the 23rd instant, No. 111, to your address, on the subject of legislation regarding labour, and its application to Wynaad, I have the honour to submit a letter just received from the Deputy Collector, Wynaad, In original, dated 26th August 1865, No. 259. covering a paper containing some remarks drawn up at a meeting of certain planters of North Wynaad.

2. I may observe, however, that in a note written subsequently to the enclosed letter, but received by the same post with it, the Deputy Collector expresses his opinion that if the propositions made in my letter above quoted regarding the rearrangement of the official agency in Wynaad are approved and carried out, the step will not only facilitate the administration of that district, but give general satisfaction to both Europeans and Natives.

From H. RICHARDSON, Esq., Deputy Collector of Wynaad, to G. A. BALLARD, Esq., Collector of Malabar, dated Manantoddy, 26th August 1865, No. 259.

With reference to your letter of the 19th ultimo, No. 2140, with enclosures, I have the honour to submit a report from the planters of North Wynaad regarding the Labour Ordinance proposed to be passed by Government.

2. I cannot but concur with the planters, that the Bengal Labour Ordinances* are totally inapplicable to Wynaad, as the labourers principally employed here are locals and others from the Coast and Mysore, and I therefore think that the Madras Acts XIII of 1859 and III of 1863, together with portions of the Ceylon Ordinances, and a few additions which I herewith beg to submit, blended into one, would meet all our requirements.

* Acts III of 1863, and VI of 1865.

Act XIII of 1859, Section 2. — That the Magistrate should have power to sentence the offender to imprisonment at once for breach of contract, and direct that he should fulfil his contract at the expiration of his term of imprisonment, and in default to additional imprisonment.

That all contracts should be written on paper of the prescribed stamp, and registered before a Magistrate.

Act III of 1863.—That plaintiff should not only pay the process fee, but also deposit the probable cost for the conveyance and batta of the offenders from the place of arrest to the district where the warrants were issued.

Minutes of a Committee Meeting held on the 22nd August 1865, at the Wynaud Club, in pursuance of a Resolution passed at the General Meeting held at Manantoddy on the 10th August 1865.

R. W. BARRINGTON in the Chair.

Read minutes of a general meeting held at Manantoddy on the 10th August 1865.

Read proceedings of the Madras Government, No. 7, of the 12th July 1865, Legislative Department, and order thereon, 12th July 1865, No. 261.

Read Act No. VI of 1865, passed by the Governor of Bengal in Council.

RESOLVED.—I. That Act No. VI of 1865, passed by the Governor of Bengal in Council is quite unsuited to the circumstances of this district; there is nothing in this Act which could compensate the employes of labour for the interference of Government between master and servant; it would entirely set aside the authority of the employers, which is absolutely necessary for the control of a large body of men. The records of this district may, if needed, be referred to as evidence that this Act is entirely unnecessary as a means of protection for the labourer.

II. That a Labour Ordinance is required. The largely extended cultivation, and increasing demand for labour, will shortly necessitate the importation of coolies from new districts; this will involve a large outlay of capital in transport and advances; for which the employer should have due security afforded him. Act XIII of 1859 does not give this security.

III. That among other papers submitted is the Act known as the "Ceylon Labour Ordinance," the provisions of which appear to give equal security to the employer and labourer, and at the same time there is an absence of all undue interference with the authority and influence of the employes; and that the Government be respectfully requested to pass an Act similar to this Ordinance, which has been found suitable to Ceylon.

(Signed) R. W. BARRINGTON,
Chairman of Committee.

No. 159. From P. GRANT, Esq., Collector of Coimbatore, to the Hon'ble A. J. ARBUTHNOT, Chief Secretary to Government, Fort St. George, dated Coimbatore, 1st September 1865, No. 109.

In connection with Proceedings of Government, dated 12th July 1865, No. 261, and in continuation of my letter of the 1st August 1865, No. 92½, I beg to forward, enclumund. Government are aware that Mr. Ouchterlony has very large coffee interests in the Goodaloor district of South-East Wynaad; his operations have extended over a period of nearly twenty years, and at times during the busy season, I am informed that as many as 2,000 or more coolies are engaged on his estates.

From J. OUCHTERLONY, Esq., to P. GRANT, Esq., Collector of Coimbatore, dated Kotagerry, 28th August 1865.

I have had the honour to receive your letter of the 22nd ultimo, with its accompaniments, and to which my reply has been delayed for the reason already privately explained to you.

2. The draft Act, which it was agreed to propose to the Government at a general meeting of planters and others interested in the labour question held on the 21st instant, may form the best exponent of the views generally entertained on this subject.

3. The circumstances connected with the hill and planting districts of this Presidency, are so different from those of the Assam and Northern planting districts of Bengal, that the Bengal Act VI of 1865 would be quite inapplicable here.

4. The great object of this Act is, to give mutual security in contracts for long terms of service, and seems to treat the question as if, to the labourer engaged, Assam and other districts were a foreign country. But here, an engagement for a term even of a year is so rare an exception, that contracts of service for a shorter may be considered the rule; and, as regards our hill districts and Wynaad, they are now so familiarly known to our labourers, that a contract with those ignorant of the country could hardly occur.

5. It would be a great error if legislation in this matter were made to spring from any idea connected with the recruitment of labourers in the town of Madras. I fancy scarce any one who has tried that source has ever repeated his experiment, or without having had greater reason to

use it than on the first occasion. During twenty years of coffee planting in South-East Wynaad, I have never once had labourers from Madras, knowing pretty well that the scum of the place could alone be obtained: but a neighbour of mine made the experiment twice (the second time under the idea that the first failure was from some mal-arrangement on the journey), and in each case he lost his advances and everything else. Drunkenness, desertion, refusal to work, pretence of not having engaged for such work, were the prevailing features of the conduct of the proportion that actually joined the estate, which many never did at all, and it was, I believe, a relief to the Superintendent when the last of them took himself off (which they did as they liked without any ceremony), although the contracts of service were unfulfilled, and the advances still unpaid. Of the same stamp, I doubt not, were the coolies sent to Govinchundar Dutt, who enlisted the sympathy of the Bengal Government, and caused such consternation to the Calcutta Police: their melting away from the return steamer, before Mr. Franklin could take any action upon their arrival, is to my mind a significant fact.

6. The western parts of Wynaad draw their labour partly from Mysore, and partly from the coast and comparatively local sources. The eastern side, with the Neilgherries almost wholly from Mysore with a trifling proportion from the districts of Coimbatore and Salem. I except the eastern face of the Neilgherries where local Buddaga labour is available. The attendance of the Mysore people upon the Wynaad estates is similar to that which prevails between the coolies of the Madras and Tinnevely districts and Ceylon. They quit the estate about March when crop is over to return to their own villages, where they remain till they have completed certain agricultural work on their own fields, and they then come back to the estates. Their period of service may be called from six to nine months, and I do not think, generally speaking, that any Mysore man would engage for more. The labourers usually return under the guidance of maistries, to whom advances have been made by the estate, and these advances are not taken back till the men are about to return to their country, and when they have commonly a good sum in hand from the earnings of crop time.

7. All, then, that seems to be needed is a law to secure that each party, employer and employed, shall do his duty to the other under a contract of service. That on the one hand, the employer shall treat his servant with justice and a due and proper consideration; and on the other, that the servant shall do his part faithfully, fairly, and honestly: in short, that a fraudulent evasion of a deliberate engagement as well as any act of oppression, shall be restrained and punished. To this end it appears to me, that the legislative provisions, which experience has shown to be efficacious in Ceylon, where labour is similarly circumstanced to what it is in this Presidency, might generally be adopted here with advantage. They have been found to be efficient to the protection of the coolies, as is evidenced in the continued stream of labour that flows regularly in and out of the colony; and employers gain in them a security against fraud; and this is as applicable or even more so to domestic servants, as to field labourers. For here private comfort and health as well as pecuniary obligations are involved; and surely it is only a mock sentimentality which could account it a hardship to be compelled to perform a legitimate duty, which has been deliberately and intelligently undertaken.

(True Copy.)

(Signed) P. GRANT,
Collector.

No. 160. From P. GRANT, Esq., Collector of Coimbatore, to the Hon'ble A. J. ARBUTHNOT, Chief Secretary to Government, Fort St. George, dated Coimbatore, 4th September 1865, No. 110.

With reference to Proceedings of Government, dated 12th July 1865, No. 261, and in continuation of my letter of the 1st ultimo, I beg to transmit copy of a letter from Mr. McIver, the Superintendent of Government Cinchona Plantations, on the subject of coolie labour. It will be observed, that the demand for labour far exceeds the supply, and that consequently the labourers, who are well aware of the existing circumstances, practically dictate the terms on which they will work. They know that their employers must remain satisfied with an amount of work very inadequate to the wages paid.

2. Mr. McIver's remarks, I conclude, apply chiefly to Burgher labour, and certainly, so far as my own experience goes, I have never seen a set of men who do less on daily pay than Burghers. Their principle of action seems to be the highest rates of wages and the least possible amount of work. On contract no set of men can work better.

From W. G. McIVER, Esq., Superintendent, Government Cinchona Plantations, to P. GRANT Esq., Collector of Coimbatore, dated Ootacamund, 1st September 1860, No. 68.

With reference to your letter, No. 314 of the 22nd July last, I have the honour to inform you that so far as I have been able to observe the difficulty experienced by employers of cool labour on the Neilgherries arises from the impossibility of getting a few days' work performed. The labourers here seem resolved not only to perform as little work as possible, but what they do is done in such a slovenly and careless manner, as to render the work which is performed almost worthless. This is a very serious difficulty, and one which, if it continues, must fairly stop all cultivation by Europeans on the Hills, as, under present circumstances, cultivation cannot be made profitable, and although men in the meantime are anxious to preserve the estates they have already formed, by keeping up an establishment of labourers under these conditions, still there are few new estates opening, and land has become almost valueless. When I first arrived in this country (about seventeen years ago), the rate of wages was only about one-half of that now prevailing, and we then procured nearly four times as much work from the men.

2. The present condition has been brought about by the great demand for labor, which has rendered the coolies so independent, that they dictate to their employers, and will only work during what hours they please, and in such manner as they wish.

3. Employers could well afford to pay the rate of wages at present prevailing on the Neilgherries, and even enhanced rates, if they could get a fair day's work performed. Legislation on this point seems to be very necessary; and an Act to enforce on the laborers the diligent and faithful performance of their work, at the same time binding the employers to the correct and punctual payment of their labourers, is much to be desired.

4. There is always difficulty attending legislation on such subjects, and no doubt the present difficulty would right itself in time, but not before the majority of planters are ruined. I am, therefore, of opinion that a law giving perfect protection to the employers, and to the employed, would prove of very great advantage.

5. The construction of good roads will no doubt facilitate access to the Hills, will reduce the cost of provisions and clothing, and after they are constructed may, in the course of years, attract a number of the labouring population of the plains to the Neilgherries; but, I respectfully submit, that a more immediate remedy is urgently required.

(True Copy.)

(Signed) P. GRANT,
Collector.

No. 161. From the Secretary to the Government of India, to the Chief Secretary to Government, Fort St. George, dated Simla, 15th July 1865, No. 145.
Home Department.

Referring to your letter to the Bengal Government, No. 519, dated the 17th of May, and to the advertisement herein enclosed, I am directed to suggest, for the consideration of His Excellency the Governor in Council, whether it may not be expedient at once to enact a local law in the Madras Presidency similar in its provisions to Act III of 1863 of the Bengal Council, a copy of which Act is forwarded in Council, copy of a letter, dated 13th June, from the Superintendent of Labor Transport in Calcutta, to the Bengal Government, on the subject of the inadequate arrangements that are now made for the transport of coolies from Madras to Calcutta, and to ask the attention of the Madras Government to the provisions of Act XXI of 1858.

NOTICE.

To Planters and others.

A Company having been formed in Madras, for the purpose of supplying labouring coolies, men, women, 1st, 2nd, and 3rd class boys and girls, for the tea plantations in Assam and elsewhere, will undertake to send any number of the same for planters and others in Assam and other places at the following rates, viz.: (adults) men, at Rs. 35; women, Rs. 30; 1st class boys and girls (from 12 to 15), Rs. 28; 2nd class boys and girls (from 9 to 12), Rs. 26; 3rd class boys and girls (from 6 to 9 years of age), Rs. 24. Rates of wages for the above, men, from Rs. 5 to Rs. 10; women, from Rs. 3-8-0 to Rs. 7; 1st class boys and girls, from Rupees 3-8-0 to Rs. 8; 2nd class boys and girls, from Rs. 2-8-0 to Rs. 5; and 3rd class boys and girls, from Rs. 1-8-0 to Rs. 3 per mensem.

The abovementioned coolies are to be delivered in Calcutta, and, previous to their departure from Madras, will be registered and passed by the Medical Inspector, and can be sent either by Steamer or Ship, whenever required. It will be necessary that an advance should be made to each coolie before leaving Madras, at the rate of half a month's pay, and half the commission for the Company to be paid in Madras on producing Captain's certificate of coolies having embarked, and balance on coolies' arrival in Calcutta. Apply to Agent, "Emigration Company," Madras.

From the Superintendent of Labor Transport, Calcutta, to the Junior Secretary to the Government of Bengal, dated the 13th June 1865, No. 133.

I have the honour respectfully to call the attention of His Honour the Lieutenant-Governor to the large number of coolies brought from the Madras Coast, and on arrival here are registered under the provisions of Act III (B.C.) of 1863 for labor in Assam, Cachar, and Sylhet. These coolies are usually conveyed to this port in the British India Steam Navigation Company's vessels, which are in no way supervised, or under the control of the Collectors of Sea Customs, or other Government authorities at the ports of embarkation.

I would here mention that one of the above Company's steamers, the *India*, on a late voyage with 300 coolies destined for the tea districts, arrived here without a Medical officer having been appointed to the medical charge. Out of this number five of them died during transit from Cocanada, and, as I firmly believe, from wet and exposure to bad weather; and had it not happened that medical aid was given by a passenger, these poor unfortunate people would have died neglected. I, therefore, respectfully suggest His Honor will take such steps as he deems necessary to make Act XXI of 1858 amenable in cases of emigration from any of the local ports in the Bay of Bengal, to the port of Calcutta. To prevent the over-crowding of vessels carrying native passengers, I would call attention to section 21 of the above Act, which provides that all steamers intended to carry passengers on coasting voyages shall be provided with a certificate under section 3 of the Act. It would appear from section 20 that a certain class of vessels are exempted from all the foregoing sections, but section 21 makes it imperative on all steam vessels being provided with a certificate; and I unhesitatingly assert that unless prohibitory measures in the conveyance of labourers from the Madras Coast to Calcutta are placed on these and other vessels, so as to prevent them from over-crowding, or in other ways neglecting the welfare of the passengers, the consequences are likely to be attended with serious risk to the health and life of those embarked.

No. 4251.

Copy forwarded to the Under Secretary to the Government of India, in the Home Department, for information, in continuation of this office letter, No. 3859, dated the 6th instant.

(By Order of the Lieutenant-Governor of Bengal.)

FORT WILLIAM,
26th June 1865.

(Signed) J. GEOGHEGAN,
Under Secy. to the Govt. of Bengal.

No. 162. From the Secretary to the Government of India, to the Chief Secretary to Government, Fort St. George, dated Fort William, 7th December 1865, No. 4815.

Home Department.

In continuation of my letter, No. 145, dated the 15th of July, I am directed to forward a copy of the communication noted in the margin, and to inquire whether any orders have been issued by the Madras Government with a view to the prevention of over-crowding on board coasting steamers, and whether there is any intention to legislate locally in the spirit and purpose of the Bengal Act III of 1863.

2. The Governor-General in Council will feel obliged by an early reply.
6

From the Superintendent of Labor Transport, to the Junior Secretary to the Government of Bengal; dated the 9th August 1865, No. 275.

In continuation of my letter, No. 133, of the 13th June last, I have the honour to represent, for His Honor the Lieutenant-Governor's information, that a batch of no less than 600 coolies Company's steamer *Punjab* at Cocanada on the 15th ultimo, and they were so much over-crowded that 200 had to be landed at Vizagapatam for the safety of the ship, and not till then did the coolies have sufficient space. I, therefore, solicit the favor of His Honor the Lieutenant-Governor taking such measure as may to him seem fit, to secure the comfort of coolies who are brought from such a distance from their homes on board sea-going steamers. If steamers are allowed to embark as many coolies as they can, without reference to the comfort or safety of the passengers, I am afraid great mortality will be the result of such avarice.

P.S.—Seven deaths occurred from Cocanada to Calcutta in the above batch.

No. 4882, dated the 10th August 1865.

Copy forwarded to the Secretary to the Government of India, in the Home Department, in continuation of endorsement from this office, No. 4251, dated the 26th June last.

(By Order, &c.)

(Signed) S. C. BAYLEY,
Junior Secretary to the Government of Bengal.

The provisions of Act XXI of 1858, and Act II of 1860, if properly worked, would seem sufficient to meet the evil.

It would seem, however, that section 10 of the former Act was not contravened in the present case, for the *Punjab* is advertised as of 1,050 tons; but the provisions of section 9 at least probably were, possibly also others, as those of sections 12, 21 or 22.

Perhaps the Bengal Government might be asked whether the case does not fall within the Act in question; and, if so, whether it will not be favorable at once to take action under that law. If otherwise, the peculiar facts of the case should be explained.

Act II of 1860, does not seem to be applicable (see section 1 of the Act). I would ask the Lieutenant-Governor what remedy he could suggest; whether he is of opinion that the provisions of Act XXI of 1858 do not sufficiently provide for the case, referring particularly to sections 21 to 26 inclusive.

E. C. B. 18-8.

W. G. 19.

No. 163.

Ceylon Labor Ordinance.

(Dated 31st October, No. 11 of 1865.)

No. 164.

Proceedings of the Board of Revenue, dated 14th October 1865, No. 6534.

Read letter from the Collector of Malabar, to the Acting Secretary to the Board of Revenue, dated Kuttipuram, 30th August 1865, No. 185.

I have the honour to submit copy of a letter (dated 23rd August 1865, No. 111,) addressed to the Chief Secretary to Government, in reference to Government Order, dated 12th ultimo, No. 261, on the subject of legislation with regard to labor, and the application of such legislation to Wynaad.

As I have therein proposed a complete change in the official establishment in Wynaad, I would have submitted my reply through the Board of Revenue had I not been called on to send it in with the least possible delay.

I now beg to submit a few remarks on this part of the subject.

2. In the correspondence noted * the subject of Wynaad establishments was pretty fully discussed, and though the Board's anticipations,† that the increase of pay to the Wynaad servants that I had then recommended might fail to remove the difficulty I experienced, have to some extent proved well founded, I believe I am justified in saying that the business of the taluk has been better conducted since the increase of pay was sanctioned.

3. Considerable complaint has, however, been made with regard to the inadequacy of the magisterial establishment, and the agency provided for carrying out the provisions of the Registration ‡ Act.

The Sub-Magistrate of Vytry, who has had no proper office, but whose headquarters have been at Kalpetta, has been frequently absent from sickness, and very great inconvenience has certainly been experienced from the want of official agency in that part of the district.

4. Indeed the opinion that I expressed at the beginning of 1864, that reduction of the Wynaad establishment was impossible, has been fully justified.

Since that the work of registration of assurances has been added with no additional executive agency. Neither the execution of these most important duties, nor the supervision of labor, was taken into consideration when I previously wrote to the Board on the Wynaad establishments.

5. As I have observed in my letter on the labor question, and as I am sure will be readily acknowledged, official interference between employer and laborer is a very delicate duty. If it is to be undertaken at all, suitable agency must be provided, or the result will be harm, and not good.

Under the peculiar circumstances of Wynaad, I fully believe that official supervision of labor is very desirable; but if this is determined on, I have no hesitation in saying that the change in the official establishment that I have proposed, or something very similar, will be necessary.

6. The appointment of an officer of the grade of a Deputy Collector and Magistrate to the divisions of South and South-East Wynaad respectively, has been frequently urged by the planters.

Whilst believing that such an officer would be exceedingly useful, I have not hitherto considered myself justified in advocating the appointment, because I considered the expenditure that would be involved thereby would be greater than the local divisions named could justly claim from the Imperial Funds.

7. But if, on the one hand, we have new and delicate duties allotted; and on the other, and very properly, fees collected in connection with the execution of those duties; we have both an absolute necessity for increased agency, and means provided towards its payment.

On these considerations, I trust the Board will support the propositions that I have made.

8. I may add that the Deputy Collector, and present able Tahsildar of Wynaad consider the arrangements proposed likely to facilitate the despatch of business, and to give general satisfaction to all classes of the inhabitants.

P.S.—The duties that would devolve on the details of the proposed establishments will at once suggest themselves; but if the general scheme is approved, I will submit further particulars if desired. I have used the term Serishtadar for the officer immediately under the Deputy Collector, though the duties would rather be those of a Tahsildar of a small taluk. The Serishtadar would be a second-class Sub-Magistrate, unless peculiar qualifications fitted him to be a first-class Sub-Magistrate.

ENCLOSURE No. 1.

ABSTRACT.—Submitting his views on the application of an enactment embodying the provisions of the Bengal Acts III of 1863, and VI of 1865, to the Neilgherry Hills and Wynnad.

The Board resolve to submit the foregoing letter to Government with reference to the Collector's communication, which has been forwarded direct to the Chief Secretary.

2. As the Board have not the enactments before them, to which the Collector refers, they are unable to do more than give a general opinion in favour of the proposed legislation.

3. They must, however, observe that they express this opinion on the presumption that the entire additional cost of the proposed measures will be borne by the residents of the Wynaad district. The establishment for the local administration of revenues, and the additions now proposed by the Collector would raise the cost to upwards of fifty per cent., a rate altogether unjustifiable when the wants of other parts of the country are taken into consideration.

4. It is observed that the Collector is of opinion that the Resident Planters will willingly pay the extra cost of improved administration; but this should be distinctly provided for in any enactments which may be passed.

(A true Copy and Extract.)

(Signed) R. DALYELL,
Acting Secretary.

To W. Hudleston, Esq., Acting Secretary to Government, R.D.,
with enclosure.

Transferred to the Public Department.

20th October 1865.

(Signed) W. HUDLESTON,
Acting Secretary to Government.

No. 165. From the Secretaries, South of India Planters' Association, to the Chief Secretary to Government, Fort Saint George; dated Ootacamund, 5th May 1866.

At the desire of the committee we have the honour to intimate for the information

PRESIDENT.
J. Ouchterlony.

SECRETARIES.

Colonel Dension.
Mr. Gordon.
„ Beaumont.

Mr T. R. Richmond.
„ T. Stanes.
„ Vertue and
„ Mr. Minchin.

of Government that, on the 20th April, the South of India Planters' Association was formed here. The object of this Association is to protect the interests of the Planters in Southern India. Already, the 32 names subscribed, represent about sixteen thousand (16,000) acres of land under cultivation. The names of the gentlemen forming the committee for the current year are given in the margin.

2. We are also desired to solicit the permission of the Governor in Council, to correspond direct with you on all questions affecting the interests of the planting community.

No. 1.

Proceedings of a public meeting held at Luckadie on 12th August 1864.

No. 2.

Proceedings of a public meeting held at Ootacamund on 21st August 1865.

No. 3.

Letter from the Secretary, South Wynaad Planters' Association, to Collector of Malabar.

No. 4.

A report on the Labour Laws of Ceylon by R. Cayley.

No. 5.

Copy of the Ceylon Labour Ordinance enacted on 31st October 1865.

3. In accordance with resolutions passed at a general meeting of the Association held here on the 20th April, we beg to solicit the attention of Government to the vital importance of a Labour Act, suitable to the requirements of this Presidency. The views of the planting community on this point, as expressed at various association and public meetings, are already before Government. We send herewith various papers connected with the subject as noted in the margin.

4. On behalf of the interests they have the honour to represent, the committee would desire to point out the utter unsuitableness of the Bengal Act, No. VI of 1865, to the wants of this part of India, and to express the hope that this most important question may meet with the early attention of Government.

No. 166. ORDER THEREON, 30th May 1866, No. 542.

In the Proceedings of Government, under date the 12th July last, adverting to certain facts which had been brought to notice in connection with the recruitment of labourers in this Presidency, for employment in the districts of Assam, Cachar and Sylhet, in the Bengal Presidency, and referring to an application which had been made by the Planters of South Wynaad, for the enactment of a law between master and servant, the Governor in Council suggested the expediency of passing an Act to control Emigration operations from one part of India to another, containing provisions somewhat similar to those contained in the Bengal Acts III of 1863, and VI of 1865. His Excellency in Council was of opinion that the subject was one which, like that of emigration to the colonies, might be more fitly dealt with by an Act passed by the Council of the Governor-General, inasmuch as, in the case of emigration from one Presidency to another, the emigrants would be brought under the supervision of the authorities of two different Presidencies. It was at the same time intimated that, in the event of the Supreme Government not being disposed to pass a general law on the subject, applicable to the whole of India, the Madras Government would be prepared to resort to local legislation for the protection of emigrants proceeding by sea to other parts of India and to Ceylon, and also of those proceeding from the low country to the coffee districts of this presidency, with the view of affording that protection which the Bengal Acts give both to the laborers and to the employers of labor. The Collectors of Malabar and Coimbatore were accordingly instructed to report, after consulting with some of the principal planters in their respective districts, on the expediency of applying such an enactment to Wynaad and the Neilgherry Hills. The Collectors of Madura and Tinnevely were invited to offer any remarks or suggestions they might think fit to make as to the expediency of including emigration to Ceylon in the proposed legislation.

2. The papers above recorded contain the reports of those officers, and also suggestions from the planters of North and South Wynaad, and from a meeting of proprietors of estates in Wynaad and the Neilgherry Hills, held at Ootacamund, as to the character of the enactment which, in their opinion, would be best suited to meet the requirements of the planting districts in this Presidency. All these reports concur on one point, viz., that the two objects,

- 1st, of protecting and regulating the recruitment and transport of laborers from one district to another, and,
- 2nd, of protecting the interest of the laborers and of the employers of labor in the planting districts,

should be kept distinct, and should be provided for in separate enactments. The planters all consider the Bengal Acts to be unsuited to this Presidency, the state of

things to which they apply being essentially different from that which obtains in the planting districts of Madras, where the hiring of laborers for lengthened periods is of very rare occurrence, and where the great bulk of the laborers are hired on the spot, making their way to the planting districts at their own expense, and the majority of them returning to their villages after the crop has been gathered. The planters who met at Ootacamund last year, as well as the South Indian Planters' Association, recently formed, and the planters of North Wynaad, advocate the passing of a law based upon the enactments which have for some years been in operation in Ceylon for regulating the law between master and servant, and relating to contracts for the hire and service of laborers, and which have recently been consolidated in an Ordinance passed in October last, a copy of which is among the papers.

3. The Governor in Council is clearly of opinion that the measures to be taken for controlling emigration and transport of laborers from any part of this Presidency to any other part of India should form the subject of a separate enactment, but it seems scarcely necessary that the transport of laborers from one district to another by land should be regulated by legislation, or that any further restrictions than are at present provided for in Act XXV of 1859 should be imposed on the emigration of laborers from the Continent of India to Ceylon. The latter emigration has been going on for many years, and there is no reason to suppose that any considerable abuses exist in connection with it, beyond such as can be prevented by the due enforcement of the provisions of Act XXV of 1859 and (Madras) Act II of 1862. To prevent the recurrence of irregularities, such as those which occurred last year, in connection with emigration to the tea districts in Bengal, a brief Act, placing such emigration under restrictions, similar to those imposed by the Emigration Act XIII of 1864, would seem to be all that is required. The Assistant Secretary to Government in the Legislative Department will draft a bill for this purpose, in communication with the Protector of Emigrants, with a view to its introduction at the next meeting of the Council for making Laws and Regulations.

4. The question of passing such a law as is sought for by the planters of Wynaad and the Neilgherry Hills, and which, according to the draft submitted by the Ootacamund meeting, would include menial and domestic servants, store-keepers, writers, messengers, as well as agricultural laborers, is one of greater difficulty. The Government of India have repeatedly objected to pass any special enactment for regulating the relations between master and servant, except in certain special cases, such as those of desertion of servants on a journey, breaches of contract by seamen, or by servants employed in attending on persons who, by reason of youth or of unsoundness of mind, are helpless or incapable of providing for their own safety, and breaches of contract of service by artificers, workmen, and laborers brought from a distance, at the expense of their employers, and bound by a contract in writing, all of which breaches of contract are punishable under the provisions of the Indian* Penal Code. Breaches of contract by artificers, workmen, and laborers who have received advances on account of any work which they shall have contracted to perform, or to get performed, are also punishable under Act XIII of 1859. It is true that none of these enactments meet the case of agricultural laborers who have not received advances, and who have not been brought from a distance, quitting their work without notice, nor do they provide penalties for enticing away or employing laborers under contract of service to another person.

* Sections 490, 491 and 492.

5. On full consideration, however, of all that has been written on this subject, it appears to the Governor in Council that the necessity for special legislation has not been sufficiently established. The cultivation of the Hill tracts of Wynaad and the Neilgherries with exotic products is expanding, notwithstanding the labor difficulties which undoubtedly exist. The annual increase of exports proves that the planting interest is progressive at least, if not flourishing. In the papers now before Government, no conspicuous examples have been adduced of losses caused by the wholesale desertion of laborers at critical periods of the year. The planters are

naturally desirous of improving their position in regard to the command and security of labor; but there is nothing to show that their position is such as to demand the support of special penal laws. On the other hand, there is reason to believe that, on those estates on which the coolies are well treated, but little difficulty is experienced in procuring and retaining labor.

6. What the planters of Southern India desire is that a law should be passed, based upon the principles of the Ceylon Labor Ordinance, the provisions of which include menial and domestic servants, and are in many respects opposed to the views which have been hitherto held by the Supreme Government. The Governor-General in Council would possibly assent to an enactment for the planting districts of Southern India embodying the provisions of the two Bengal Acts above referred to; but the planters of Southern India deprecate the passing of such an enactment as being altogether inapplicable to their requirements. Any Act which the Madras Government would pass, and which the Supreme Government would sanction, must contain provisions for official inspection, hours of labor, habitation, medical assistance, assessment to meet the expenditure of the State, and regulations for a variety of other purposes which might not improbably prove more onerous to the planters than the caprices of their laborers.

7. Under all the circumstances, His Excellency in Council does not consider that sufficient grounds have been shown for passing any special enactment for the control or protection of labor in the planting districts of this Presidency.

(True Extract.)

Chief Secretary.

To the Legislative Department.
 „ Collector of Malabar.
 „ „ Coimbatore.
 „ „ Madurai.
 „ „ Tinnevely.
 „ Board of Revenue.
 „ Protector of Emigrants.
 „ Planters' Association, North Wynaad, Manantoddy.
 „ „ South-East Wynaad, Goodaloor.
 „ „ South Wynaad, Lackady.
 „ South of India Planters' Association, Ootacamund.

ACT No. III OF 1863.

PASSED BY THE LIEUTENANT-GOVERNOR OF BENGAL IN COUNCIL.

(Received the assent of the Lieutenant-Governor on the 10th March 1863,
and of the Governor-General on the 28th idem.)

*An Act to Regulate the Transport of Native Laborers to
the Districts of Assam, Cachar, and Sylhet.*

WHEREAS it is expedient to regulate the passage and transport
of native laborers, from or through the
Preamble. Provinces subject to the Government of
Bengal, to the Districts of Assam, Cachar, and Sylhet; and also
to regulate the manner of engaging and contracting with native
inhabitants of the said Provinces to proceed to the said Districts
for the purpose of laboring for hire; It is enacted as follows:—

I. From and after the first day of May 1863, whoever shall,
otherwise than under the provisions of this
Act, engage any native inhabitant of India
in any of the Provinces subject to the
Government of Bengal, to proceed to any or
either of the Districts of Assam, Cachar,
or Sylhet for the purpose of laboring there for hire; and whoever
shall, otherwise than under the provisions
Penalty. of this Act, convey any native inhabitant
of India through any of the said Provinces to any or either of
the Districts aforesaid for the purpose of laboring there for hire,
shall be liable to a fine not exceeding two hundred Rupees for
every person so engaged or conveyed, and in default of payment

PRICE 2 ANNAS AND 6 PIES.

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of such fine shall be liable to imprisonment for a term not exceeding six months. Provided always that nothing in this Act shall apply to any engagement made in any or either of the said Districts of Assam, Cachar, and Sylhet.

II. For the purposes of this Act it shall be lawful for the Lieutenant-Governor of Bengal to appoint Superintendents of Labor Transport, and Medical Inspectors of Laborers, at any places where he may think proper: provided that, whenever any Superintendent or Medical Inspector shall be appointed, the Lieutenant-Governor of Bengal shall, by Notification in the Calcutta Gazette, define the local limits within which such Superintendent or Medical Inspector shall exercise the powers and authority conferred on him by this Act. When such local limits shall have been so defined, no other Superintendent or Medical Inspector shall within those limits exercise any of the powers vested in a Superintendent or Medical Inspector by this Act.

III. It shall not be lawful for any person who is not duly licensed as a Contractor or Recruiter as hereinafter provided, to engage or induce, save through or by the Agency of a licensed Contractor, any native inhabitants of India to proceed to the Districts of Assam, Cachar, or Sylhet for the purpose of laboring for hire. Any person, other than a Contractor, licensed as hereinafter provided, who shall enter into any contract or agreement to supply any such native inhabitants for the purpose of laboring for hire in those Districts or any or either of them, and any person other than a Recruiter, licensed as hereinafter provided, who shall enter into any contract or agreement to engage or induce, or shall attempt to engage or induce, any such native inhabitants to proceed to any of those Districts for the purpose aforesaid, shall be liable for each offence to a fine not exceeding one thousand Rupees, and in default of payment thereof to imprisonment for a term not exceeding six months.

IV. It shall be lawful for any Superintendent appointed under this Act to grant to such persons as he may think fit licenses, in the form set forth in Schedule (A) to this Act annexed, to act as Contractors for engaging or supplying persons for the purpose of laboring for hire in the Districts of Assam, Cachar, and Sylhet, or any or either of them. For every such license a fee not exceeding one hundred Rupees (the amount of which shall from time to time be fixed by the Government of Bengal) shall be paid to the Superintendent granting the same; and every such license shall be in force for one year and no longer.

V. Every Contractor licensed under this Act shall, if called on to do so by the Superintendent by whom he is licensed, establish a depôt in a place to be approved of by such Superintendent. Every such depôt shall be kept up by the Contractor for the reception of laborers to be supplied or forwarded by or through him. All such laborers shall, on their arrival at or in the neighbourhood of the depôt so established by the Contractor by, through, or for, whom they have been engaged or forwarded, be at once taken to, and received into it, and shall be entitled to receive in such depôt, at the expense of such Contractor, suitable lodging, food, clothing, and medical attendance, until such laborers shall be declared by the Superintendent to be no longer entitled thereto. Every such depôt as aforesaid shall be under the supervision of the Superintendent, and shall be open to his inspection and to the inspection of the Medical Inspector at all times, and shall be managed and regulated by the Contractor in accordance with such rules as the Superintendent may, with the sanction of the Lieutenant-Governor of Bengal, from time to time lay down in that behalf.

VI. It shall be the duty of every Contractor to afford such information to the Superintendent by whom he is licensed, and to make such returns and reports to him, as such Superintendent may from time to time require.

VII. It shall not be lawful for any person, whether a licensed Contractor or otherwise, to employ any person, not duly licensed as hereinafter provided, to act as a Recruiter or Agent in inducing or engaging natives of India to proceed from or through any of the Provinces subject to the Government of Bengal, to the Districts of Assam, Cachar, or Sylhet, as laborers for hire.

VIII. It shall be lawful for any Superintendent to grant to such persons as he may think fit licenses, in the form set forth in the Schedule (B) to this Act annexed, to act as Recruiters for engaging or inducing persons to proceed to the Districts of Assam, Cachar, or Sylhet for the purpose of laboring for hire. For every such license a fee not exceeding sixteen Rupees (the amount of which shall be paid to the Superintendent granting the same, and every such license shall be in force for one year and no more.

IX. It shall be lawful for any Superintendent, in case of misconduct on the part of a Contractor or Recruiter, to cancel any license which he may have granted to such Contractor or Recruiter.

X. Every person holding a license as Recruiter shall wear a badge having legibly inscribed on it, in the Oordoo and Bengallee languages, the name of the District or Districts to which he is engaged or attempt to engage laborers in any District of the said Provinces or in the Town of Calcutta, without having first exhibited his license to a Magistrate in such District or Town, and obtained the countersignature of the Magistrate thereupon. Such countersignature shall be given, provided that the license is in force at the time.

It shall not be lawful to employ an unlicensed Recruiter or Agent.

XI. Every native inhabitant of India who shall, in any place within the said Provinces other than the Town of Calcutta, enter into any engagement with a Recruiter to proceed to the Districts of Assam, Cachar, or Sylhet for the purpose of laboring for hire, shall, when called on by the Recruiter so to do, appear with the Recruiter before any Magistrate in the District within which the engagement was entered into. Upon so appearing, the Recruiter shall state to the Magistrate to what depôt he intends that the laborer shall proceed, and the Magistrate shall thereupon examine the laborer with reference to his engagement, and if it appears that he comprehends the nature of the engagement he has entered into, and that he is willing to fulfil the same, the Magistrate shall register the name of such laborer and the depôt to which it is intended he shall proceed, in a book to be kept for the purpose in such form as the Lieutenant-Governor of Bengal shall prescribe: but if the Magistrate shall be of opinion that such person does not comprehend the nature of his engagement, or that he has been induced to enter into it by fraud or misrepresentation, he shall refuse to register the name of such person.

Copy of Register to be sent to the Superintendent.

An authentic copy of every registration made under this Section, shall be forthwith forwarded by the Magistrate to the Superintendent within the local limits of whose authority the depôt to which such registration relates is situated.

XII. Every native inhabitant of India who shall, in the Town of Calcutta, enter into any engagement with a Recruiter to proceed to the Districts of Assam, Cachar, or Sylhet for the purpose of laboring there for hire, shall, within forty-eight hours of making such engagement, appear with the Recruiter before the Superintendent having authority in the said Town. Upon so appearing the Recruiter shall state to the Superintendent to what depôt he intends that the laborer shall proceed, and the Superintendent shall thereupon examine the laborer with reference to his engagement, and if it appears that he comprehends

Registration of laborers recruited in Calcutta.

the nature of the engagement he has entered into, and that he is willing to fulfil the same, the Superintendent shall register the name of such laborer and the depôt to which it is intended he shall proceed, in a book to be kept for the purpose in such form as the Lieutenant-Governor of Bengal shall prescribe: but if the Superintendent shall be of opinion that such person does not comprehend the nature of his engagement, or that he has been induced to enter into it by fraud or misrepresentation, he shall refuse to register the name of such person.

XIII. Every Recruiter who shall forward or send any laborer from the District or Town in which he has entered into any engagement, or who shall induce or knowingly permit any laborer to leave such District or Town, for the purpose of proceeding to the Districts of Assam, Cachar, or Sylhet without the laborer being duly registered as provided in Sections XI and XII of this Act, and every Recruiter who shall forward or send any laborer, or shall induce or knowingly permit any laborer to proceed to any depôt other than the depôt registered under those Sections, shall be liable to a fine not exceeding two hundred Rupees for every laborer so forwarded or sent, or induced or permitted, and in default of payment of such fine to imprisonment for a term not exceeding six months.

XIV. The registered laborers engaged by any Recruiter shall, while proceeding to a depôt, be accompanied throughout the journey, either by the Recruiter himself, or by a competent person appointed by him with the approval of the Magistrate by whom the laborers may have been registered. Every Recruiter by or through whom laborers may be forwarded to a depôt, shall, throughout their journey, provide them with proper and suitable lodging and food. Whenever any such laborer shall not be so provided with lodging or food, the Recruiter shall, whether he accompanied the laborers in person or not, be liable to a fine not exceeding two hundred Rupees, and in default of payment of such fine to imprisonment for a term not exceeding six months.

XV. Every Contractor shall, within twenty-four hours after the arrival of any laborer at his depôt, give to the Superintendent a notice in writing of such arrival, which notice shall be in such form, and shall contain such particulars as the Superintendent shall prescribe. Every laborer shall, as soon as may be after his arrival, be examined by the Medical Inspector, who shall give to the Superintendent a certificate of the state of health of every laborer examined.

XVI. If the Medical Inspector shall certify that any laborer is not in a state of health which warrants his proceeding to the Districts of Assam, Cachar, or Sylhet, for the purpose of laboring, the Superintendent shall either order the Contractor, in whose depôt such laborer may be, forthwith to convey him back to the place at which he was registered, or shall order the Contractor to pay to the laborer such sum as shall to the Superintendent seem necessary to enable him to return there: and the Contractor if so ordered shall, without unreasonable delay, convey the laborer or cause him to be conveyed back to the place at which he was registered. On failure of the Contractor for twenty-four hours to comply with an order of the Superintendent for the payment of such sum of money as aforesaid, it shall be lawful for the Superintendent to advance the same to the laborer, and every sum so advanced shall be recoverable by the Superintendent, with six per cent. interest from the date of advance, from the Contractor on whose default it may be advanced, as money paid to the use of such Contractor: and no further proof shall be required by any Court in any such case than that the Superintendent gave the Contractor such order as aforesaid, and that the Contractor for a space of twenty-four hours made default in complying therewith. Provided always that any laborer who, from his state of health, is, in the Medical Inspector's opinion, unfit to undertake the journey back to the place where he was registered, shall, in addition to his being conveyed back by or at the expense of the Contractor, be entitled to continue in the depôt and to be fed,

clothed, and lodged there by and at the expense of the Contractor until such time as the Superintendent shall order otherwise.

XVII. The Superintendent shall examine separately each laborer, as soon as possible after his arrival at a depôt, as to the treatment that he has received on the journey to the depôt: and in case it shall appear that any laborer has suffered any ill-treatment on the journey, the Superintendent may thereupon order the Contractor, from whose depôt the laborer is removed, to pay him such a sum of money as to the Superintendent shall seem necessary in order to enable the laborer to return to the place where he was registered: and on failure of the Contractor to pay such sum within twenty-four hours of his being ordered to do so, the Superintendent may advance the amount to the laborer: and all the provisions of the last preceding Section as to sums advanced by the Superintendent shall be applicable, so far as the circumstances of the case will permit, to advances made by him under this Section.

XVIII. It shall not be lawful for any laborer to be conveyed from any depôt to the Districts of Assam, Cachar, or Sylhet for the purpose of laboring there for hire, unless he shall have first, in the manner hereinafter provided, entered into a duly registered contract with some person to serve such person there for a fixed period, which shall in no case exceed the term of five years. Every such contract shall be reduced to writing, and shall specify the rate of wages the laborer is to receive, and shall contain such particulars, and be in such form as the Lieutenant-Governor of Bengal shall prescribe.

XIX. Every contract entered into by a laborer shall, in the presence of the Superintendent, be signed in duplicate both by the laborer and by the person with whom he intends to contract or his Agent. Before the laborer signs the contract, the Superintendent shall personally explain it to him, and shall satisfy himself that the laborer

fully understands all its details. The Superintendent shall attest every contract duly executed in his presence, and certify at the foot thereof that he has personally explained the same, and has satisfied himself as aforesaid. An abstract of every such contract shall be entered by the Superintendent in a Register to be kept by him for the purpose: and after such abstract has been so entered, one of the duplicates so duly signed and attested as hereinbefore provided shall be given to the laborer, and the other to the person with whom he has contracted, or his Agent.

XX. The Superintendent shall send by post a copy, authenticated under his hand, of every abstract entered by him as in the last preceding Section provided, to the Magistrate of the District in which the service is in such contract agreed to be performed. Every such copy shall be despatched by the Superintendent within seven days after the entry of the abstract. Every abstract and every such copy shall be receivable in evidence in any Court, whether Civil or Criminal, in lieu of the original contract.

XXI. Any laborers whose contracts shall have been executed and entered as hereinbefore provided, may be despatched from time to time to the Districts of Assam, Cachar, or Sylhet, by the Contractors in whose depôts they may be, or by the persons whom they may have agreed to serve respectively, but subject always to the provisions of this Act. No laborer shall be so despatched, unless the permission of the Superintendent shall have been first obtained, and the laborer shall have received a pass from the Superintendent as hereinafter mentioned.

XXII. It shall not be lawful for the Master of any steamer, or the Manjee of any boat, without a license granted by the Superintendent within the local limits of whose authority a laborer may embark, to convey such laborer to the Districts of Assam, Cachar, or Sylhet. A fee, not exceeding four annas per laborer, (the amount of which fee shall from time to time be fixed by the Government of Bengal), shall be paid for every such license,

which fee shall be carried to the credit of the said Government, and the granting or withholding any license shall be entirely discretionary with the Superintendent to whom application is made for the same. Every such license shall apply only to one voyage or trip to the Districts of Assam, Cachar, or Sylhet, or any one or more of those Districts, and shall specify the number of laborers which the steamer or boat is licensed to carry: and the license shall also specify the number of persons (including the crew) other than laborers, whom the steamer or boat is licensed to carry.

XXIII. The Master of any steamer, or the Manjee of any boat in which any such laborer shall be conveyed without a license having been obtained as aforesaid, shall be liable to a fine not exceeding two hundred Rupees for every laborer so illegally conveyed, and in default of payment thereof to imprisonment for a term not exceeding six months.

XXIV. If the Master of any steamer, or the Manjee of any boat shall, after having obtained a license as aforesaid, fraudulently do or suffer to be done any act or thing whereby such license shall become inapplicable to the steamer or boat, such Master or Manjee shall be liable to a fine not exceeding five hundred Rupees, and in default of payment thereof to imprisonment for a term not exceeding two months.

XXV. The Master of any steamer, or the Manjee of any boat, licensed to carry laborers, who shall receive on board his steamer or boat a greater number of laborers, or a greater number of other persons, than is specified in his license, shall be liable to a fine not exceeding two hundred Rupees for every laborer and other person so received in excess of the licensed number, and in default of payment thereof to imprisonment for a term not exceeding six months. In computing under this Act the number of laborers or other persons on board of any steamer or boat, two children under the age of ten years shall be reckoned as one person only.

¹ Penalty for taking on board greater number of passengers than specified in license.

² Two children under ten to count as one person.

XXVI. It shall not be lawful for the Master of any steamer, or the Manjee of any boat, licensed as aforesaid, to take on board any such laborer as aforesaid, unless such laborer shall have in his possession, and shall shew, a pass given to him and signed by the Superintendent, stating his name and age, and the name of his father, and certifying the place of his destination.

No laborer to be taken on board unless he has a pass signed by the Superintendent.

XXVII. It shall not be lawful for the Master of any steamer, or the Manjee of any boat, licensed as aforesaid, except in case of accident or unavoidable necessity, to be immediately reported to the Superintendent by whom the license was granted, and to the Magistrate of the District in which such accident or necessity shall occur, to cause or permit any such laborer as aforesaid finally to leave such steamer or boat at any place other than that named as the destination of such laborer in the pass signed by the Superintendent. No place shall be named in any such pass as the destination of any laborer, except a place which shall have been declared by the Lieutenant-Governor to be a place for the disembarkation of laborers under this Act. Provided always that this Section shall not be deemed to prevent the Master of any steamer, or the Manjee of any boat from permitting laborers to disembark at any place or places on the voyage, so long as such disembarkation is not intended, or known to be likely to be permanent.

No laborer to be allowed finally to leave steamer or boat, at any place other than that mentioned in his pass.

XXVIII. Before any steamer or boat, licensed as aforesaid, shall commence its voyage for the Districts of Assam, Cachar, or Sylhet, the Master or Manjee thereof shall deliver to the Superintendent a list in duplicate, in a form to be prescribed by the Lieutenant-Governor of Bengal, specifying, as accurately as may be, the names, ages, occupations, and destination of all and every the laborers on board such steamer or boat. The Superintendent shall keep one of the said lists, and shall sign the other (if it be in his opinion correct) and deliver it back to the

A list of the laborers on board to be delivered to Superintendent.

Master or Manjee. If the Master of any steamer, or the Manjee of any boat shall, after having commenced his voyage, or after having delivered such list to the Superintendent, take on board any laborer whose name shall not have been entered in the list aforesaid, he shall be liable to a fine not exceeding two hundred Rupees for every laborer so illegally taken, and in default of payment thereof to imprisonment for a term not exceeding six months.

XXIX. The Master of any steamer, or the Manjee of any boat, licensed as aforesaid, having laborers on board, shall, immediately on the arrival of the steamer or boat at the place of destination, and previously to the disembarkation of any of the laborers, give notice of his arrival to the nearest Magistrate or such Officer as shall be appointed by such Magistrate in that behalf, and shall deliver to him the list in the last preceding Section mentioned.

XXX. The laborers shall thereupon be landed under the supervision of the Magistrate or other Officer aforesaid, who shall make such provision as he may consider necessary for the reception of the laborers and for their food, lodging, and clothing while they remain in the place or station at which they may have disembarked.

XXXI. The Magistrate or other Officer aforesaid may cause the laborers to be inspected by the Civil Surgeon of the Station, or other qualified Medical Officer. It shall be the duty of such Civil Surgeon, or other Medical Officer to make such inspection when called on by the Magistrate or other Officer aforesaid so to do, and after making such inspection, he shall prepare and sign a report in which he shall certify as to the state of health and general condition of every laborer inspected.

XXXII. The Magistrate or other Officer aforesaid shall despatch without delay, to the Superintendent by whose permission they were forwarded, a detailed report of the number of laborers

who may have arrived, together with a copy of the report (if any) of the Civil Surgeon or other Medical Officer as to their state of health and general condition, and any observations which such Civil Surgeon or other Medical Officer, or such Magistrate or other Officer aforesaid, may think fit to make.

XXXIII. On the arrival of any laborers at the place of disembarkation, the Magistrate or other Officer aforesaid shall at once give notice of their arrival to the persons with whom they shall be under contract to labor, or to the Agents of such persons, who shall forthwith take charge of the laborers with whom they may have contracted respectively, and shall, in such manner as shall be approved of by the Magistrate or other Officer aforesaid, provide for their proceeding or being conveyed to the place of their final destination. It shall be the duty of the Magistrate, or other Officer aforesaid, to see, so far as is possible, that reasonable provision is made for the support and lodging of the laborers from the time of their disembarkation till they reach their final destination, and if the persons with whom they may have contracted shall fail to make such reasonable provision, the Magistrate or other Officer aforesaid may order such arrangements to be made, and incur such expenses, as under the circumstances may seem to him necessary: and the

If proper means are not provided for conveyance of laborers to place of final destination, Magistrate, &c., to make arrangements and incur necessary expenses.

Such expenses how to be recovered. amount of such expenses, as also any expenses incurred by him in the disembarkation, or in respect of the food, lodging, or clothing of the laborers, or of any of them, shall, with interest at the rate of six per cent., be recoverable by the Magistrate or other Officer aforesaid from the persons with whom the laborers, in respect of whom the expenses have been incurred, may have contracted, as money paid to their use.

XXXIV. There shall be laden, under the supervision of the Superintendent, on board of every steamer or boat carrying laborers to the Districts of Assam, Cachar, or Sylhet, at the time of the embarkation of such laborers, good and wholesome provisions for the consumption of the said

Superintendent to prescribe the quantity of provisions to be carried on steamer or boat.

laborers, to the amount or in the proportion which shall be prescribed by the Superintendent. And it shall not be lawful for the Master of the steamer, or the Manjee of the boat to commence the voyage without having on board such provisions as aforesaid, or without having on board such Medical and other Officers, Cooks, and other attendants, as the Superintendent shall order: and every Contractor or other person by whom or on whose account laborers are despatched to any of the said Districts, shall at his own expense provide such Medical and other Officers, Cooks, and other attendants, as shall be in each case ordered by the Superintendent.

XXXV. The provisions with regard to registered laborers contained in Sections XIV, XXX, XXXI, XXXII, and XXXIV of this Act, shall be applicable to such children and aged relatives of the laborers as may, with the consent of a Contractor or Recruiter, and with the written permission of the registering Magistrate or Superintendent, accompany them.

XXXVI. The Superintendent may refuse to grant passes to any laborers, if the party to which they belong, or with whom it is intended to forward them shall not consist of, or be accompanied by, females above the age of twelve years in such proportion as the Lieutenant-Governor of Bengal shall from time to time direct: provided always that the proportion shall never be less than one female to every four males. And it shall not be lawful for any Master of a steamer, or any Manjee of a boat to convey, except by the express permission in writing of the Superintendent, any party of laborers (whether registered or not) which shall not contain or be accompanied by such proportion of females as shall be directed by the Lieutenant-Governor of Bengal as aforesaid.

XXXVII. It shall be lawful for the Magistrate of any District, through which a steamer or boat having laborers on board shall be passing, to go on board such steamer or boat, and to inspect the same or any part thereof, and the Master and Officers of such

steamer, and the Manjee of such boat shall be bound to afford to the Magistrate all reasonable facility for such inspection, and to give him all such information respecting such steamer or boat and her equipments, or respecting the laborers or other persons on board thereof, as may be reasonably required by the Magistrate.

XXXVIII. In any case in which, on making such inspection as in the last preceding Section provided for, the Magistrate shall find that any of the provisions of this Act have not been complied with, he shall report the same to the Superintendent by whom the license to carry the laborers was granted to such steamer or boat; and if the circumstances of the case are such as in the Magistrate's opinion make it necessary to do so, he may detain the said steamer or boat until the provisions of this Act have been complied with, so far as to make it possible for the voyage to be proceeded on with safety and reasonable comfort to the laborers.

XXXIX. If violent sickness or disease shall exist among laborers while passing through any District, whether by land or by water, on their journey either to a depôt or to the Districts of Assam, Cachar, or Sylhet, it shall be lawful for the Magistrate of such District, if after taking the opinion of the Civil Surgeon, or other qualified Medical Officer, he shall think it advisable so to do, to stop the laborers and detain them until such time as they shall be able to proceed with safety. In any case in which laborers are detained as aforesaid by a Magistrate, he shall cause all necessary arrangements to be made for their accommodation and welfare, and all expenses incurred by him in so doing shall be recoverable with six per cent. interest from the Contractor by whom, or to whose depôt, the laborers are despatched, as money paid to the use of such Contractor.

XL. The provisions of this Act shall not apply to domestic servants, or to any laborer proceeding alone, or accompanied by his family only, to the Districts of Assam, Cachar, or Sylhet, or to any number of laborers less than ten proceeding

Act not to apply to domestic servants or to laborers proceeding alone.

there together, without the intervention, direct or indirect, of a Recruiter, or of a Contractor.

XLII. It is hereby declared that it shall not be lawful for any person, with whom a laborer has entered into a contract duly executed in the presence of the Superintendent as provided in Section XIX of this Act, to make any deduction whatever, from the amount of wages which by such contract are made payable to the laborer, for or on account of the expenses incurred in engaging such laborer, or otherwise incurred in respect of him prior to his reaching his final destination.

XLIII. For every offence against the provisions of this Act for which no special penalty is hereinbefore appointed, the offender shall be liable to a fine not exceeding two hundred Rupees, and in default of payment thereof to imprisonment, for a term not exceeding one month.

XLIII. All fines imposed by this Act may be recovered, if for offences not committed within the local limits of the Town of Calcutta, in the manner prescribed for the recovery of fines by Section LXI of the Code of Criminal Procedure, and if for offences committed within those limits, in the manner prescribed for the recovery of penalties by Act XIII of 1856 (*for regulating the Police of the Towns of Calcutta, Madras, and Bombay*) and Act XLVIII of 1860 (*to amend Act XIII of 1856*) or any other Act for regulating the Police of the Town of Calcutta, in force for the time being.

XLIV. It shall be lawful for the Lieutenant-Governor of Bengal, by Notification in the *Calcutta Gazette*, to declare that this Act shall have effect (subject to any restriction, limitation, or proviso which the Lieutenant-Governor may think proper) as to laborers proceeding to any other District of Bengal besides the Districts of Assam, Cachar, and Sylhet, and thenceforth all the rules and provisions of this Act shall (subject to such restriction, limitation, or proviso, if any, as aforesaid) be applicable to the engagement and transport of all laborers proceeding to such other District.

No deduction to be made from the wages mentioned in the attested contract.

Penalty for any offence not specially provided for.

Penalties in what Court recoverable.

Government of Bengal may extend the operation of this Act to laborers going to other Districts besides Assam, &c.

XLV. The following words in this Act shall have the meaning hereby assigned to them, unless there be something in the subject or context repugnant to such construction, (that is to say)—

The word "Magistrate" in this Act shall mean any Magistrate of Police for the Town of Calcutta, and any Magistrate or other Officer exercising any of the powers of a Magistrate.

The word "Contractor" in this Act shall be taken to mean, as well a person who contracts for the supply of laborers to others, as a person who employs Recruiters to engage and supply laborers for the purpose of serving such person himself.

The word "Laborer" shall include artisans and mechanics.

The word "Steamer" shall include any vessel propelled by steam, and any flat or barge towed by a steamer.

The word "India" shall mean any of the territories which are or may become vested in Her Majesty by the Statute 21 and 22 Vic., chap. 106, entitled "An Act for the better Government of India."

Words importing the singular number, shall include the plural number, and words importing the plural number, shall include the singular number.

Words importing the masculine gender, shall include the feminine.

Gender.

SCHEDULE A.—(*referred to in Section IV.*)

CONTRACTOR'S LICENSE.

Office of the Superintendent of Labor Transport at
A. B. is hereby licensed to act, within the local limits of my authority, as a Contractor for engaging and supplying persons for

the purpose of laboring for hire in the Districts of Assam, Cachar, and Sylhet,—under Act III of 1863 of the Council of the Lieutenant-Governor of Bengal for making Laws and Regulations.

This license will be in force for one year only from this date.

Dated the day of

(Sd.) C. D.,

Superintendent of Labor Transport.

SCHEDULE B.—(referred to in Section VIII.)

RECRUITER'S LICENSE.

Office of the Superintendent of Labor Transport at

A. B. is hereby licensed to act on behalf of E. F. as a Recruiter for engaging or inducing persons to proceed to the Districts of Assam, Cachar, and Sylhet, for the purpose of laboring for hire,—under Act III of 1863 of the Council of the Lieutenant-Governor of Bengal for making Laws and Regulations.

This license will be in force for one year only from this date.

Dated the day of

(Sd.) C. D.,

Superintendent of Labor Transport.

*Recd 5.2.66
No 966
LD No 279-*

No I

Pres. 30 May 1866
L. 1/185
Pres. 1865. N. 620.

(1659)

Mr. L. S.

PROCEEDINGS
OF
PUBLIC MEETING,
HELD AT
LACKADIE FORT,
WYNAAD.

8th August 1864.

Madras:

PRINTED BY PHAROAH AND CO.

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1864.

(1659)

Proc. 1

PROCEEDINGS of a Public Meeting held at the Government Bungalow, Lackadie Fort, on the 8th August, 1861. Present, Messrs. Gordon, Yonge, Buckham, Rossall, Hinde, Boosey, Elliott, Winterbotham, Mitchell, Prager, Brown, Turner, C. Wilde, J. Wilde, P. H. Gordon, Moon, Cochran, Turner, Lamont, Ried, Fargie, Rivington, Petman, Punnett, Viscardi, Castle, Hester, M. D., Guard, Gole and T. J. Ferguson, Honorary Secretary.

A numerous body of gentlemen, who sympathize with the object of the Meeting were unavoidably absent from the District—while others could not attend the Meeting owing to the state of the roads and bridges.

Mr. HINDE being voted to the chair, the Secretary read the requisition calling the Meeting.

The Chairman then opened the proceedings with the following remarks:—

GENTLEMEN,

“It has been a matter of serious and anxious consideration to most planters for some time past, as to what steps it was most advisable to adopt, with a view of remedying the many and great grievances under which we at present labor. It was not thought desirable to bring this matter before the Planter's Association, as it would have of necessity excluded many from attending, who are, from the interests they represent, justly entitled to attend, and whose assistance and co-operation we were anxious to obtain; and as many of the subjects are purely of local interest, such as—

“The temporary suspension of the Tamboercherry Ghaut.”

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Mr. Gordon

"The state of roads in this our district"—(for remember Gentlemen, that of the three districts we of the South, are the farthest removed from the source from which we derive our labor, while we are the worst provided with the necessary roads to convey it.)

"The want of a Native Hospital."

"The want of a Resident European Magistrate, and the centralization of our public buildings."

"The urgent necessity of a Local Registration deeds office."

These are subjects in which it were unreasonable to expect our brother planters of the North, South East, or Neilgherries, to take that active interest which we naturally feel, or to hope that they would, (looking at the almost impassable state of the roads) attend, while it in no way prevents us from eventually soliciting their co-operation in all matters in which we are all mutually interested, it was therefore determined to summon a general meeting, and to invite all persons to attend who are interested in the welfare and progress of South Wynaad.

It is not my intention to make any remarks on the subjects to be brought before this meeting, they have been intrusted to abler hands. All that I would venture to suggest, is, that we confine ourselves to facts, facts that can be supported by reliable evidence; otherwise, were we found unable to support even one statement, much discredit would naturally be thrown on others.

I trust that any gentleman who has any remarks to make, any suggestions to offer, any amendment to suggest will not fail to do so; we have invited you here for that purpose.

In conclusion let me remind you Gentlemen of the great interests we have at stake; we are hovering as it were between success and failure. What we now ask is what we

absolutely require to secure the former, and it is only by determination and unanimity of purpose we can hope to attain it, let me therefore crave your earnest consideration to the subjects that will now be laid before you.

I will detain you no longer but at once call on Mr. Gordon to bring forward the first resolution which has been intrusted to him."

Mr. GORDON moved the first resolution:—

"That this meeting instruct its Honorary Secretary to write to the Secretaries of the Planter's Association of Western India, Coorg, S. E. Wynaad and Neilgherries, inviting them to a general and united representation to Government of the urgent necessity for passing a Labor Ordinance such as is in force in Ceylon."

This is a subject of so much importance to the planting community that I wished to illustrate it to the best of my ability, I regret however, severe indisposition has prevented me giving my attention to it, and consequently my remarks will be brief.

There are few unofficial residents in India who have not often felt the grievous want of a good law for Master and Servant, a law which while it protected the latter from ill usage, accorded to the former the certainty of his servant fulfilling his agreement of service or being punished for not doing so. Why such a law has never been enacted in India can only be accounted for, that until lately the Europeans in the country were either all officials or their friends, and when a servant became troublesome, law could be improvised, and the whipping post was handy; but those days have passed away, and it is well they have, and we now require protection to the employers' interest by due course of law. When Smith or Jones have invited a party of

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Mrd. in

friends to dinner, and the butler walks in, not to announce that it is on the table—but that “cook has resigned”, and there is to be *no* dinner, Smyth feels the want of a law to compel cook to complete his agreement of service very much; then much worse is the case with the planter, who instead of two or three servants has two or three hundreds, all of whom may leave him at a moment’s notice.

If Brown, the planter, sends Jones his assistant to Mysore or Coimbatore, and at great expense succeeds in bringing two hundred hands to gather in his crop as it is all dropping from the trees, and as he begins to reckon on getting fifteen or twenty tons into the store, during the next week, his writer walks in with the news that they have all left and gone to Robinson, whose maistry has bribed them and given them money to repay their advances. There is at present the breach of contract law, and section 492 of the Penal Code, but we have ample experience of their inadequacy even if effectively administered. Gangs of men have been brought from a distance at great expense—but have melted away from the Estate, taking service all round the district, and the unfortunate (original) employer left with his work undone, and his money lost.

But there are other points where a Labor Ordinance is much required. If a servant by wilful neglect or misconduct, cause you ever so heavy a loss there is *no* punishment for him. Thus, if you send men to watch your coffee, and they go to their homes leaving it open to thieves, you have no redress. If you send men to protect from fire a bungalow over which the smoke from a distant burning is passing, and if looking on from a distance you see a thin column of smoke rising from the thatch gradually increasing, you wonder why these fellows do not put it out! You rush frantically to the spot, getting there to see the bungalow burst into a sheet of flame, and two or three thousand rupees

worth of your property consumed. “Where are the watchmen?” “Went away to the Bazaar Sir.” And you have no redress except to keep their pay amounting perhaps to eighteen pence.

You send a horse to meet a friend—some days after, surprised that he has not appeared, you send to enquire. Your horse is found tied up to a tree in the jungle, the saddle and bridle under his feet, the jewel torn from his back and gnawed in the agony of hunger. You go to the Magistrate and want a warrant to arrest the horsekeeper. No, you are told he was quite at liberty to leave your service whenever he liked. These are not fancied cases—they occurred to parties present at this meeting.

But we need not bring forward any cases of the kind to prove the necessity of a Labor Ordinance. There is adjoining this Presidency, a small dependency of the British Crown where the pursuits of its Colonists are identical with ours, and from their ranks our numbers have been largely increased, their labor is also drawn from this country, hence pursuits, employers and employed are identical, and what has been beneficial to them, is likely to be so to us also. Need I name Ceylon with a population under two millions, yet from the prosperity which has sprung from its Colonisation with European Planters, it maintains a Governor and large Staff of Government Officials and two Regiments of Infantry, pays an annual tribute of two lacs and forty thousand rupees to the Imperial Exchequer, spends ten lacs yearly on Public Works, and yet has a large surplus revenue!

This unequalled prosperity is attributed to the Planters: we may safely then rely that any act affecting their welfare, which has met with special attention from the Ceylon Government, is likely to be one of importance. Well, in that Colony we find a Labor Ordinance has been in force, work-

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Mr. S.

ing with the most beneficial results for upwards of twenty years, and twelve separate enactments have been made on it by the Ceylon Government. We may therefore safely assume that their enactments on this subject would be a good ground-work for our Government on which to build up an Ordinance of the kind for us. I therefore beg to propose the resolution."

Mr. G. S. YONGE seconded the resolution which was passed unanimously.

The second resolution connected with the stoppage of work on the Tambercherry Ghat, was brought before the meeting by Mr. BOOSEY who said :—

"I am somewhat uncertain as to the manner in which it may be best to bring this question forward. But I shall perhaps better meet the wishes of this Meeting if I confine my remarks more to the consequences likely to ensue from the removal of the sappers than by wasting time by an exposition of the circumstances which led to their removal, as the mischief is done, and past remedy for this season at least.

I may however remark that the reason put forward, and generally accepted, for their removal, viz. the unhealthiness of the station is utterly groundless—Lackadie having proved itself one of the healthiest stations in Southern India. Not a single death having occurred during the 4 years that the G. & D. Company were stationed there, that could in any way be traced to climatic causes. In fact but two deaths have occurred, one from "delirium tremens," and the other shortly after the arrival of the men.

It is true however that the rate of mortality was high among the women and children about a year ago, but this arose solely from scantiness of food, consequent upon

the Government charging the men with the whole cost of the carriage of their Rice from Calicut and other district markets, which is borne out by the fact that the extraordinary mortality ceased at once upon the carriage of their grains being provided for out of the grant for the Ghat.

Other reasons for their removal have also been advanced, but each and all of them might be as easily disposed of as the foregoing. The fact is, there was no reason for their removal either on the plea of health, discipline, or that they were urgently required elsewhere, and the Commander-in-Chief in ordering them away acted in opposition to the opinion of the Government, and of all persons interested in the Ghat, and capable of giving advice on the subject, and was probably influenced by the representations of the Commandant of the Corps of Sappers, whose whole knowledge of this important work was acquired in a visit of two days some 4½ years ago.

At the time the works were stopped, the earth-work on the lower section of 7½ miles was opened to 12 feet, except 2 pieces of zigzag where alterations of gradient are necessary, neither of which exceed 100 yards in length. Three miles of this section is practicable for Carts, and the whole would have been in readiness for cart traffic by the 1st of January next.

Of the upper section 1½ miles in length, 4000 feet could have been made rideable at once, and the whole Ghat would have been in readiness for cart traffic by the crop season of 1865-6. But now that the works have been suspended it is impossible to fix the probable date of its completion, at any rate the lower portion will not be ready for our carts next year, if the year after, for if the Sappers do return as is proposed in October, the best part of the working season will be lost in putting themselves in, and the regular Ghat

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Mr. Rossall

work will not be resumed until the beginning of 1865. It must be borne in mind that it is to Sappers alone we must trust for the opening of this Ghat, as in the absence of a Labor Ordinance, or any practicable forms of law to protect employers of labour, it has been found impossible to keep on train ordinary labourers for the work.

Now a word as to the consequence of this deplorable step. All here know that the means of transporting our crops to the coast have been stretched to the utmost during the past season, and found wanting, and it is now perfectly clear that our requirements exceed the means available, and the quantity of coffee that will be left on our hands during the next two years can be pretty accurately determined unless the Government come to our aid by bringing extraordinary means to bear, in completing this Ghat.

The exports of coffee from Malabar were during last shipping season upwards of 8,000 Tons of which Tons 5,314 were shipped from Calicut and Ports South of it, and if we put the produce of South Eastern Wynaad at Tons 1,300, it leaves to go via Tambercherry say 4,000 Tons, or nearly one half of the produce of the whole district. These figures then, better than anything I can say, show the importance of this outlet, and also the fearful consequences which must result from the delay that the present suspension of the works will necessitate.

The past season has proved incontestably that transport cannot be obtained for more than 8,500 Tons, and seeing that the increase in the yield is likely to be at the rate of 2,000 Tons annually, it is plain that with the season of 1866 must come a crisis, which will bring inevitable ruin to this fine district.

It is useless expatiating further upon a subject of which all here are too conversant and so I will conclude my remarks by moving—That this meeting memorialize the

Government of Madras pointing out the heavy loss that must result from any delay in opening the Tambercherry Ghat for cart traffic, and praying that a sufficient force of Sappers and Miners be stationed at Lackadie to complete the Ghat by the end of 1866.

Seconded by MR. ROSSALL and carried unanimously.

MR. FERGUSON said :—

Mr. Chairman and Gentlemen, a resolution has been placed in my hands, the subject of which is of equal, if not greater importance than any that may be brought before the meeting to day. I beg leave to move the following resolution. "That this meeting views with serious alarm the present state of the roads in South Wynaad, and that although, the means of communication throughout the District are in such a deplorable condition as to cause very great injury to the interests of Coffee Planters and other cultivators, no effort is being made to remedy the evil complained of, or to carry out the oft repeated promises given to us by Government on this subject. And this meeting pledges itself to leave no means untried to obtain redress of this grievance, without which, the future prospects of capitalists connected with, or settlers in the District will be almost ruinous."

It is needless for me to point out at any very great length the dangerous and disgraceful state the roads and bridges throughout the District are in. I am more inclined to look to what is the best course for us to adopt to remedy the present state of affairs; as it is obvious that the system under which our roads are being constructed (or supposed to be constructed) and kept in repair is a *perfect failure*. The main line of road required in South Wynaad is one leading from the top of the Tambercherry Ghaut to Sultains Battery and thence to Goondelpett. We require that this should be a good cart road the entire way to enable us to get grain-

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lime &c. from the Mysore country, and also to give us the means of the transport for our crops to the Coast—for the time has already arrived when the carriage afforded by the Pack Bullocks of the country is entirely inadequate to our wants, and if cart roads be not immediately constructed a large proportion of our Coffee will remain to rot in our Stores here during the rains, if indeed we are able to pick it, for we cannot hope for a sufficient supply of labor even in the fine season, unless grain can be imported in sufficiently large quantities into the District, and this cannot be done unless good cart roads are made.

About eight years ago a portion of this road lying between Lackadie and Vitry was commenced as a cart road—^{1st} new line of say one mile having been taken to avoid some steep hills, but at the present time this small piece of road

Vide Col. Ouchterlony's Report.

in an unfinished state although repaired as nearly completed in March 1864 and the late heavy rains by carrying away two bridges and a considerable portion of earth worked executed LAST season has rendered the road impassable for foot passengers. One of these bridges at Thallapoya of 33 feet span only, although commenced in the season of 1863, was not completed last season, and from its not being raised a sufficient height above the Monsoon water level, nearly the entire wood work of the bridge has been washed away, and the water rose to such a height this year as to render any approach to this bridge perfectly impracticable. A similar accident from a like cause has occurred to the bridge at the entrance to the Lackadie Estate. A small bridge at Vitry was also washed away but has since been repaired. Such is the condition of the first two miles of the *Main Line of road* through our District—impassable for loaded carts at all seasons and even to horse or foot traffic during the rains—and this piece of road has cost no inconsiderable sum of money, and taken eight years to bring to its present incom-

plete state! From Vitry to Culputty the road follows the old native track crossing two large streams which are frequently impassable during the rains and at best can only be crossed by means of Bamboo rafts ill-constructed and dangerous. This portion of the road is perfectly impracticable for cart traffic and even in the fine weather is a very bad road for pack bullocks while in the rains it is useless—the communications for foot passengers being often stopped for several successive days. I may mention that last month no Tappal arrived at the Vitry Post Office from the North between the 16th and the 26th and I think for many days after the latter date owing to the impassable state of the roads. All the small bridges between Vitry and Culputty were broken and perfectly useless in the month of May last when the Deputy Collector had them repaired in which work he was assisted by Messrs. Elliott and Smith of the "Wallace" and "Askern" Estates. From Culputty to Sultains Battery the road has been put into fair order, some hills turned and good substantial wooden bridges put up by Mr. Richardson, but the trace is a very bad one and the road of unnecessary length. Bandies with very light loads could with difficulty get over this part of the road in the *fine weather* but it is very far from being what we require (and I do not think it could ever be made) a *good cart road*.

Early in 1862 the Engineer in charge of the District commenced a new line of road, between Vitry and Sultains Battery with a branch to Culputty. The road was to run in as direct a line as possible through Moopernaad Valley, keeping to the South of the Culputty Hill instead of to the North where the present road runs, which would shorten the distance by several miles and open out a fine Coffee district.

I undertook the construction of a portion of this new line of road i. e. that lying between Vitry and Culputty but the work has been twice stopped by the present Executive Engineer (once for the purpose of surveying the line of road

and ascertaining if a better line could not be found and once owing to want of funds) and nothing has been done towards carrying on the trace to Sultains Battery. I believe a shorter line of road to Culputty could be found, and I expressed this opinion to the former range officer, but he adopted the present line which is now disapproved of, and the one that may be adopted by the present Engineer may also be abandoned by his successor.

The other line of road in the District that is of importance owing to the number of Estates that are dependant on it for getting to and from the main line at Vitry is the new road between Vitry and Manantoddy via Terrioot. I will only allude particularly to the first ten miles of this road, the other portion scarcely coming within our District. In the month of February 1863, the District Engineer of Malabar reported that there were sufficient Coolies on this line of road to open it that season, and the Range Officer reports at same date that "he is positive that the bridges will be completed this official year," that is the entire road between Vitry and Manantoddy, 28 miles, was to be open for cart traffic and all the Nullahs bridged &c. before the end of April 1863. On the 1st of August 1864 what is the condition of the first ten miles of this road from Vitry? On leaving the Vitry Bazaar about $\frac{3}{4}$ of a mile of road has been cut to a breadth of 15 feet but the portions of the bank left for the purpose of measuring the earth work have not been removed and at present form an obstacle to all traffic along this part of the road. The next two miles has been opened to a breadth of 16 to 18 feet but owing to the bank not being cut with a sufficient slope land slips have taken place almost along the entire distance—in several places interrupting the traffic almost entirely.

A drain was made along the inner side of this road but was worse than useless as not one cross drain was constructed, consequently during the rains the water runs in torrents

at different points over the outer side of the road, carrying away by its force one half of the road, in many places. The first large Nullah on this road had a substantial wooden bridge built on Piles thrown across it by the former Range Officer. It was built unfortunately some 15 feet lower than the level of the road and to get to it necessitates the descent of a very steep bank from the road! What is the result? During the late rains this bridge has been floated off the Piles &c., and is now useless, if it has not already broken up and the material floated down the nullah. From this point to the Manara Mulla Nullah the road is for the most part narrow, overgrown with grass and jungle, and scarcely to be distinguished from a native track. On this portion of the road there is only one small bridge constructed, while two very large nullahs and five smaller ones, and swamps remain unbridged. The usual jangdars have not been placed over the large nullahs this season,—it was only at the end of June that a few bamboos were made into a raft and placed on one of these nullahs by a neighbouring nair to enable foot passengers to cross (horses cannot be got over) and up to that time the only means of getting across this nullah was by swimming, and by this method money and various supplies had to be sent to Estates lying along this line of road which was to have been open for Bandy traffic before April 30th 1863! Such is a slight sketch of the present state of the only roads we have got in the District if I except the old road from Culputty to Manantoddy which is of little use to us now but would be most useful were a direct road made from Punnawurum to Bowally on the Mysore frontier without going near Manantoddy.

The result of such a state of things is very serious and unfortunately very apparent at the present time. First our labor is deserting this district owing to the exorbitant price of grain, which now costs 100 per cent. more than it did two years ago, and this is in a great measure owing to

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are made, connecting us with the coast on one side and the Mysore country on the other. I have been told that even had we cart roads we would find as great difficulty in procuring a sufficient supply of carts as we now do of bullocks. Such would not be the case for any length of time and I would remind those who hold this view that a pair of bullocks in a cart will convey from 500 to 800 per cent. more than a pair of pack bullocks—the quantity taken in the cart depending greatly on the construction and up keep of the road.

The Executive Engineer Officer Wynaad Range has at the present time one hundred and forty four miles of new line of road under his charge, including three Ghauts, i. e. Tambercherry, Cotiaddy, and Perria. I think it is quite impossible, considering the difficulty of getting rapidly about the district (especially in the rains) that one Officer be he ever so energetic can efficiently superintend works going on over so wide an area, and the results of this want of personal supervision on the part of the Engineer Officer we see every rainy season especially, when a great portion of the earth work executed the previous fine weather is invariably washed into the nearest nullah,—look for instance, at the road between this and Vitry. Had the Engineer Officer taken ordinary precautions to have the drains and cross drains kept open at the commencement of the monsoon, much of the damage done to this piece of road would have been avoided and a large expenditure of money, labor and time, that might have been used in opening out some new roads, would have been saved, but under the present system the Engineer Officer seldom visits this part of Wynaad (he has only been here on road duty twice this year I believe) his office &c. being at Manantoddy, the most northern part of his range. Another serious obstacle to the development of a good system of road, is, the frequent changes that occur in the Office of Executive Engineer for the district. Since

the impossibility of obtaining transport from the producing countries into the district. I have known of several instances this year of grain being purchased in Mysore at a very low rate but it could not be got in here at any price. In one case 20,000 seers and in another 10,000 seers were kept out of the district for want of means of carriage, and there is no doubt whatever, that had we a good line of cart road from Mysore we would get grain and other supplies at fair rates and in amply sufficient quantities, and then, but not till then, may we look to having a steady supply of labor, without which we cannot hope to be able to cultivate our Estates profitably, much less to open new ones.

Secondly. The cost of transport of crop to the coast has now reached an exorbitant rate. Estates lying 30 to 40 miles from Calicut have paid as high a price during last season as Rupees 75 per ton while estates at Terrioot and in Moopernaad at distances of say from 40 to 45 miles (the portion of the distance in Wynaad being over bad roads with unbridged nullahs) have paid as much as Rupees 100 per ton. But even these unprecedented high rates failed to attract nearly a sufficient supply of transport this year and very many estates sent a large proportion of their crops down the Ghaut on coolies' heads, being thus forced to employ labor that should have been available for cultivation of estates, the loss of which can be scarcely estimated. 1,000 tons of coffee were grown in and sent from this district to the coast last season on pack bullocks and coolies' heads. And we may fairly estimate the value of produce that went from and was imported into our district at £80,000 or Rupees 800,000. Seeing the difficulty that we experienced in procuring, and the high rates we had to pay for transport, as well as the enormous difficulty in getting a sufficient supply of labor during the past season, what may we expect when the young estates come into full bearing and new estates are opened, unless roads and *really good roads*

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Mr. J. J.

1859 three Officers have held this appointment and one was re-appointed this season who held Office in 1859 making four changes since that date. As it takes at least a season for an Officer after his appointment to become acquainted with the district, the means of obtaining labor &c., it is obvious that much delay and heavy loss must occur from such frequent changes &c. Very often the lines of road and bridges half executed by one Engineer are totally disapproved of and abandoned by his successor. While the new lines adopted in their place may meet the same fate at the hands of the next district Engineer appointed.

I would suggest that we again forcibly draw the attention of Government to the present condition of our roads, pointing out the severe loss that we must suffer if a thorough reform is not at once adopted. We should I think respectfully ask that a really practical and energetic Officer be placed in South Wynaad, whose sole duty should be to open out and bridge a main line of road through the district. That such line should be first carefully traced and surveyed, opened the entire length to a width of ten feet, and then completed as rapidly as possible (consistently with the work being thoroughly well done) as a cart road. I am aware that in November 1862 Government directed the Engineer Officer to "concentrate all his available force on one or two lines of road" in Wynaad, but this order was never carried out, as small gangs of men are to be seen during the fine season idling away their time at for the most part perfectly useless work, without any one to superintend them, on almost every road in the district. As examples of useless work I may mention the piece of road from the Post Office at Vitry to join the Terrioot. After making a bund across the Paddey flat and cutting right through a native's coffee garden (the owner of which has never received any compensation so far as I can learn) this line was abandoned, for the present line starting from the Bazaar. The deep drains

along the old line of road from Vitry towards Conoom is another example of money spent on a *perfectly useless work*. I am informed that the new road that runs through Anamulla and Thallapoya Estates is to be now abandoned and a new line taken on the West side of the stream, through the Lackadie and Pokoote Estates, thus avoiding the two bridges (across the same Nullah) which have recently been carried away. The proposed line is no doubt the right one, but why was it not adopted at first and all the expenses of earth work, bridges, and compensation to Mr. Jones for going through his Estate, saved? A resident Engineer Officer in charge of our roads would I imagine avoid such errors as these and I despair of seeing any improvement till such is granted to us. I do not under-estimate the difficulties that exist here in tracing and constructing good roads and substantial bridges, and it is because such difficulties do exist, that I would urge strongly on Government the extra assistance which we now so greatly require. Our main line of road should be commenced at Lackadie and steadily persevered with mile by mile until completed in its entire length as a first rate cart road. All repairs to old lines of road, bridges, jangdars, &c, should be left to local officials as they formerly were, when, I am compelled to say, the roads &c. were kept in much better repair than they are now under the Public Works Department.

Another matter connected with the construction and upkeep of our roads should be strongly urged on the consideration of Government by us, and in this I know we would have the support of all Engineer Officers who have ever been stationed in Wynaad, I allude to the necessity of organizing a cooly corps for employment on Public works similar to the Pioneer corps in Ceylon, who have made, and now maintain roads in that flourishing Colony that will bear comparison with any roads in Europe. The late Colonel OUCHTERLOXY in his report on the Tambercherry Ghaut and Wynaad roads,

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only would apply to coffee cultivation—for land bearing annual crops a different rule would be necessary. The committee should not have power to levy a tax beyond a certain fixed and moderate sum per acre in any one year.

With these additions and alterations I think Mr. BALLARD's act if put into force would be of the greatest benefit to Wynaad. So far as I am aware we have never objected to pay a fair share of taxation for the construction and maintenance of our roads. We expressed this clearly to Lord HARRIS in 1858, and since 1859 we have paid an annual tax of Rupees 2 per acre of cultivated land for the construction of roads &c. When applying for roads and other local improvements involving the expenditure of considerable sums of money, we are frequently told that Government already spend much more in the district than the total amount of revenue collected. This may be and is no doubt true, but I would ask in doing so are they doing more than the planters wish to do?—investing money with the hopes of a future profitable return, the only difference I can see being that Government have the safer investment of the two! When roads are made will not Government be able to derive a large revenue from their waste lands? And may I ask does not every estate that is opened by employing labor both here and on the coast at liberal rates of wages (that might otherwise go to our own or the French Colonies) enabling the natives to live in every respect in a much better way than they did a few years ago—does not this I ask bring large revenue back to Government in ways too numerous to mention here? We do not complain so much of Government not granting liberal sums for the execution of Public Works, but we do want to see the grants now sanctioned expended judiciously for the real and lasting benefit of the country which most certainly is not now the case. That a large return might be guaranteed for the judicious expenditure of money on roads that would open

alluding to the Sappers employed on Ghaut work, wrote: "The employment of a strong body of these most useful men for a couple of years in this locality would place Wynaad in a state of efficiency as to ghauts, roads, and bridges, such as I despair of witnessing under double that period if no better executive agency than we now boast the possession of, is obtained." Recent events have proved that we cannot even depend on getting a sufficient force of Sappers to complete our Ghaut road, and I do not think there is the slightest prospect of any of the district roads or bridges being made by these men, but a cooly corps such as I suggest if engaged on liberal terms could easily be raised, and would answer all the purposes required. Such is the course we should I think adopt to hasten the construction of at least one main road through the district.

With regard to cross roads, I will read for the information of the meeting a sketch of an act drawn up by Mr. BALLARD, Collector of Malabar, for the construction and maintenance of these roads throughout Wynaad, which appears to me to meet our wants in most respects although there are some matters of detail requiring consideration. The first point that strikes me is, that before we can possibly enter into the question of constructing cross roads, we must first learn positively where our main line of road will run, and at what date we may expect to see it open for cart traffic.

2. The Committee should I think be selected from Proprietors, or Representatives of Proprietors resident in the District they are elected to represent and their term of office should be limited but they might be eligible for re-election.

3. In my opinion there should be three rates of assessment, one for land in full bearing, one for recently planted land, and one for uncultivated forest land. This of course

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Mr. D.

out our district, we have only to look to the present condition of Ceylon with its large surplus revenue the results of liberal encouragement given to the employment of European capital and energy. There are at present 18,000 acres of coffee land paying this tax and every season hundreds (I might safely say thousands) of acres are added. In a leading article in the *Madras Athenæum and Daily News* of June 10th, the writer forcibly points out the great advantages we would derive from voluntarily submitting to an export duty of half a Rupee per cwt. on all our coffee—the proceeds of the tax to be expended on the construction of roads in the district. The writer could scarcely have been aware of the existence of our land tax, which is levied especially for making and repairing roads, and commences in the third year from date of planting, he could know but little also of the difficulties we experience in getting any Public work carried out even when funds are available. Government have of late years given liberal grants of money for Public Works in Wynaad, and I think most planters will agree with me in saying that we are willing even anxious to pay a fair tax, either in the form of Tolls or otherwise, if we could only see some return for our money in the way of good roads and bridges, instead of year after year finding money squandered on useless unsubstantial works, which leave us in as bad if not a worse condition at the end of 1864 as we were in 1858.

The same article points out with much force and truth the great advantages to be derived from having good roads, in lessening the cost of transport of produce, and inducing a great influx of labor into the district. As an instance the case of the Sampajed Ghaut connecting Mangalore with Mercara is quoted which although not made for Commercial purposes its cost was soon covered by the increase in the Salt Revenue, and the "stimulus given to agriculture in Coorg."

I find since 1860 the annual grants for Ghauts and roads in Wynaad has been as follows :—1860 Rs. 12,000

1861	„	12,000
1862	„	45,000
1863	„	50,000
1864	„	90,000

Total Rs. 209,000

What proportion of this amount has been expended in South Wynaad I cannot ascertain, but this I do know, that if we except the work executed on the Tambercherry Ghaut by Captain Kennedy, and some earth work bridges &c., done by the same Officer between the head of the Ghauts and Vitry, there is not a mile of finished road work, there is no permanent work of any kind, no bridge worthy of the name, in South Wynaad. Each successive Governor has promised us immediate redress when our wants in this and other matters have been brought to their notice. Believing that these promises would be quickly fulfilled, large capitalists, retired Civil and Military servants of Government, and Gentlemen from England, have invested money (in many instances their entire capital) in the Wynaad, only to find these promises unfulfilled, and very gloomy prospects for the future, unless vigorous steps be taken to hasten the completion of the necessary Public Works, and thus redeem the pledges which induced many to settle here. In conclusion I would suggest that we lose no time in once more bringing our wants to the notice of Government in the most forceable manner possible, and at the same time that we respectfully request our present Governor, His Excellency Sir William Denison, to visit our district so that he may form his own opinion of its requirements and capabilities.

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Mr. Petman

MR. PETMAN seconded this resolution which was carried.

DR. HESTER in bringing forward the fourth resolution observed:—

GENTLEMEN,

Amongst the many things which we are without now, and of which there is felt to be a great want, is a Native Hospital, and in accordance with a general feeling to that effect, I have been requested to bring forward a resolution at this meeting for the establishment of one in South Wynaad, to be kept up by the Europeans here, and we hope also by assistance from Government, to whom it is proposed to make an application for their co-operation and assistance in establishing one. This I think we have every right to ask of them, as the good which will be gained by it, will be undoubtedly public as well as private, as it will give to the natives when sick some place where they know they can get help, some place where they can ask to be carried to when knocked down by sickness on the road, with no one to help them, or no one to look to for assistance, and even if they could get that assistance as it is now, where could they go to, as the person rendering it himself knows of no place where he can carry a sick man to, unless he happens to have relations to whom he could go, and even if he has, what treatment does he get from the natives even if supposed to know anything about sickness? only such as is prompted by the grossest superstition and ignorance. A case in proof of this happened not long ago at Mr. BOOSEY'S, where an unfortunate Peon who did not feel quite well applied to a Native Doctor, who gave him a dose of Croton oil seeds that killed him in 10 hours, the man dying in the greatest agony. Another advantage would be the prevention of the horrible sights so often seen lately, of dead people lying out on the roads for days together unburied, a

horrible spectacle to passers by; as in that case they would not be left to die, or if they did die suddenly, there would be a place that every one would know of, where they could be carried to by peons, who would have orders to that effect. It may possibly appear to some, that what I have said may be slightly imaginative, though there are plenty here who know it not to be so. To corroborate however, I will state one or two cases only as examples of very many which have happened. A few months ago I had occasion to ride through Vythery two days following, the first day I saw a man apparently dead in the middle of the road, he was a horrible sight, in the last stage of emaciation, the next day seeing him there, I got off my horse and looked at him closely and found that he was not actually dead though just dying, he died soon afterwards, and after representations made at the Cutcherry, was taken away. I ascertained on enquiry that he had been there three days in that state, with no one to help him. On the Ghant within the last month, there was a man lying dead with the flesh literally falling off his bones from putrefaction, passers-by having to step over him as they came up. At Culputty quite lately there was a corpse lying on the road with several pariah dogs eating it! If I were to go into particulars of the numberless appeals I had from sick people in the villages and on the roads, as I made my rounds during last sickly season, I could fill a volume; knocked down with fever, and dysentery, helpless and unattended, too often starving, all I could do was to give them some medicine I generally carried in my pocket, or bid them come up to my Bungalow, as I could not often do much for them where they were; sometimes they came up or were carried by their friends, and I could give them temporary help, but too often they remained totally neglected, often dying, when had they been treated in a Hospital, most probably they would have recovered. As to the private advantages of a Hospi-

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tal to Planters, or others employing natives, I need not do more than touch slightly. You all know the great difficulty in carrying out proper treatment amongst the sick, even in slight cases, owing to the apathy and carelessness of the people themselves, notwithstanding all your trouble (often very great) in the attempt. How much more so then in the severe ones, where great care and attention is required in giving medicines, stimulants and nourishment—how often have you knocked off a man when labour was scarce, and very valuable, to look after a sick cooly; sending medicines, &c. &c. for him with brandy, arrow-root, perhaps a fowl to give him every chance of recovery, and you have found afterwards that his friend (or brother perhaps) has gone to sleep, forgotten the medicines, and quietly consumed the brandy, &c. &c. instead of the sick man getting the advantage of it! Were there a Hospital, many of these cases would probably recover that would otherwise die, and if they did die in Hospital, away from other people, there would be much less chance of your losing gangs of coolies, as occasionally happens from seeing death actually amongst them. Knowing all this to be the case I feel sure you would be happy to give me every assistance in carrying out the above proposal. For myself I can only say I shall be most happy to take charge of the Hospital, and superintend if necessary its building, either on my own land, where I am ready to give a place for it, or at Choondale should it be considered better to have it there, there being some talk of Government establishing a Police Station and a Cutcherry in that locality, in which case it would probably be so. As the Hospital will be kept up mainly by you, I need hardly say that I shall be most anxious to carry out in every way the general wishes for its working and application. For the rules of admission I do not think we can do better than carry out the same as they do at Manantoddy. The expenses will be necessarily small, and will only need from you a

small monthly subscription for food, blankets, and comforts for the sick,—some 3 to 5 Rupees a month. In the event of Government refusing their assistance (which is hardly likely as the good to be gained by it is undoubtedly public) I propose that we take it up ourselves as a private affair as they do at Manantoddy. I hope Gentlemen I have not tired you with these few details I have felt obliged to enter into, and in conclusion will simply propose that a resolution be respectfully submitted to Government for their immediate assistance and co-operation with us for the establishment of a Native Hospital in South Wynaad, submitting to them the above statements I have made, or any modification of them that you may think well to do. Before I sit down I beg to thank you for your patient and quiet hearing, and trust the proposal will meet with your general approval.

Mr. BUCKHAM seconded this resolution which was carried unanimously.

Mr. YONGE read some remarks by Mr. Vide Appendix. BALLARD on the subject of establishing an Hospital.

Mr. GORDON then proposed “that in reference to extract from Mr. BALLARD’s memo. just read, Dr. HESTERS’s resolution be forwarded to the Government through the Collector of Malabar.”

Seconded by Mr. YONGE and passed unanimously.

Mr. YONGE introduced the next resolution with the following remarks —

GENTLEMEN,

The subjects which I have undertaken to bring before you to-day are the following :

1st.—The inefficiency of the Police.

2nd.—The necessity of a European Magistrate to reside in South Wynaad.

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3rd.—The advisability of having all our Public Office located in a central and convenient position. I have in my possession statements of cases of Assault, Burglary, Robbery and Breach of Contracts, in most of which the Police have utterly failed in tracing out the culprits, and even when they have so far succeeded, they (the culprits) have either been insufficiently punished, or have been allowed to go perfectly free. I do not put forward this statement as one containing every undetected case, but only those of which I have personal knowledge. The perusal of them will prove that both our Magistracy and Police require improving.

In 1862, after a statement of numerous unpunished robberies, &c., had been brought to the notice of the Inspector General of Police by the Planters' Association, we received in reply the cheerful information, "that if we appointed honest and faithful Maistries and Duffadars to do our work, little irregularity could take place on our Estates." The conclusion thus come to we all agree in, but what we require is a Police, capable of apprehending rogues, and not to watch "honest and faithful men." Hitherto the argument brought forward in favor of the Police has been, the state of crime in Wynaad as shewn by the Registers, and to this I reply that nine-tenths of those perpetrated are never heard of, and are therefore not registered at all.

The Police signally fail in the apprehension of thieves, &c., and I now come to the reason why such is the case, and the remedies I would propose to employ. In the first place the Wynaad portion of the Police was for a great part recruited from the laziest of our coolies, men who, after running from Estate to Estate, and having been successively ejected from each, have finally taken service in the Police as a sort of harbour of refuge, combining the *diuum cum dignitate*. I, myself, have recognised several of my old coolies in the force.

Secondly.—Their pay—less than one of our coolies earn on our Estate—is not enough to keep up the efficiency of the force, but tends rather to induce the men to accept as many bribes as are voluntarily given, and to compel the reluctant donation of as many more.

Thirdly.—Their number is insufficient, there being only some 10 men to protect an extent of country for which 50 would not be enough.

I would therefore recommend that Government be requested to have more care taken in the selection of men serving in the Police in Wynaad, that their pay be increased, and some efforts made to keep them respectable, and finally that the force be largely increased in number with a resident European Superintendent at their head. I am aware that hitherto it has proved very difficult to procure good men to serve in Wynaad, but I think this is solely owing to the low rates of pay which I before alluded to.

I now come to the second portion of my subject—the necessity for a Resident European Magistrate in South Wynaad.

The state of the Cutcherry some fortnight ago was simply that there was none at all, as our Sub Magistrate was reported sick at Manantoddy, but when even he is here what does he do? from my experience, I can truly say, nothing; for since a Sub-Magistrate was appointed to Wynaad, not in one single instance have I obtained justice, and I expect many of you, if not all, can tell the same tale.

Surely, Gentlemen, the population and requirements of this district, which have, of late, so largely increased, call for more adequate judicial arrangements than the present, and we ought not to be left to the chance visits of our

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Deputy Collector. That official has his head quarters at Manantoddy, he is itinerant, and is supposed to be able to visit South and South East Wynaad once a month, as well as administer justice in the North. Besides this he is Deputy Collector of Taxes, Income Tax Assessor, and Moonsiff, and in addition to these duties he has now had all the work of demarcation put upon him. We were told that we should have the benefit of this official's magisterial ability in common with the North and South East Districts once a month, or say ten days in each month, but Mr. RICHARDSON has only held Cutcherry (37) thirty-seven days in the South during the last 14 months! I am very far from imputing the slightest blame to our Deputy Collector, for he would be more than man where he able to perform satisfactorily one half the duties entrusted to him, but I say, that to appoint but one man for all this work, each separately being sufficient employment for one, amounts simply to a denial of justice. At the present moment there are (and I believe I am far within the mark when I say so) upwards of 200 unexecuted warrants, although the Peons fee of twelve annas for each has been duly collected. Whether this is the fault of the Peons who are paid to serve them, or of the Sub Magistrate whose duty it is to have them served, I know not, but I rather think you will agree with me that the former are not to blame when I tell you, that there are but two Peons appointed to serve the warrants over 40 square miles of country, and they are paid but Rupees 7 a month out of the fees we pay.

In any case, wherever the fault may be, such is the fact, and meanwhile our Artificers, Contractors and Coolies are running riot, and we are all sustaining very heavy losses.

I have long since ceased to apply to the Cutcherry for redress at all, knowing that I should only incur further expenses to no purpose in the payment of Peons and

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Vakeels fees, &c., and from letters from several gentlemen of this district which are now in my possession, I find that they have all come to the same decision.

Gentlemen, this is a state of things that surely cannot last with safety, and if we do not obtain redress, and a European Magistrate with adequate assistance is still denied us, it cannot but end in the ruin of this district for ever; as it is, I have heard gentlemen say that to open 100 acres of Coffee Land they are obliged to make advances to gangs of people which would suffice for 500 and 1000 acres, and be content to lose the difference, or what amounts to the same thing, wait until the Cutcherry Officials obtain it back for them!

In connection with the Magistracy and Police I come to the third portion of my subject, the consideration of the buildings necessary for their business. The present place adopted is any thing but regular. The Inspector of Police lives or was living with Mr. LOPEZ, and the Sub-Magistrate holds his Court in a house belonging to a private Estate, situated at one of the corners of the district, but he also itinerates between Culputty, Conoooth, Vythry and Lackadie, and it takes some 3 or 4 days to ascertain where he is to be found, and in the time thus lost the culprits frequently escapes. We know that the Relays of Engineer Officers, who have from time to time been appointed to Wynaad have unsuccessfully attempted to build the necessary buildings, and I think we may congratulate ourselves that the work has hitherto proved too heavy for them, as the buildings would most probably have been erected in the wrong place. I recommend that this Meeting should decide on the best place for these buildings which should all be together, the Cutcherry, Police and Post Offices, and that Government be asked to have these built there.

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In conclusion I beg to move, "That this meeting is of opinion that the organization of the Police in this district requires revision, and that the appointment of an European Magistrate to South Wynaad is most urgently called for."

Mr. ROSSALL seconded this resolution.

Mr. GORDON,

Sir, I have also to offer a few remarks on this subject. I have had personal experience of the serious loss and inconvenience of our not having an European Magistrate stationed or itinerating monthly here. In March last I desired to bring a case before the Deputy Magistrate, but after endeavouring for three months to do so, without success, had to give it up from the lapse of time. Last month I had a serious case to bring before him, and wrote for information when he proposed holding Cutcherry at Vythry, he answered he would tend on a certain day—that day passed without his coming. I then wrote to him to say I would go to him at Manantoddy on a certain day. I attempted to go but the roads were impassable and I had to turn back. I however went as soon as I could get along, indeed had to travel in part by jungle paths, but got there just after he had left for Madras!

Another example from my own experience. Some two years ago the proprietor of an Estate, I am now Agent, for had occasion to complain of a Terragin who was trespassing on, and cultivating part of his property. The Deputy Collector issued orders for him to stop, which he then did—but this year the same thing was tried again, and the men working there said it was by the same Terragin's orders. He was brought before the Sub Magistrate and denied it—saying it was the Coroombury. The Police were sent for the latter, but declared they could not find them—so the clearing was allowed to proceed, and my Superintendent says that there is a large piece of our property under a fine crop of Ragghee,

and that within two miles of the Police Station and Sub Magistrate's Cutcherry!

Am I wrong in believing the Magistrate powerless and the Police incapable?

Mr. ROSSALL brought a similar case to the above to the notice of the meeting—after which the above resolution was passed unanimously.

Mr. YONGE proposes "that Choondale be selected as the most central locality for Government Office in South Wynaad." Seconded by Mr. ROSSALL and agreed to *nem. con.*

Mr. ROSSALL then said—

I believe the onus of proposing the next resolution rests with me viz. "That it is essential that an office for the registration of deeds and titles be established in South Wynaad."

I think Gentlemen I need not urge upon you the absolute necessity of registering the title deeds of the lands we purchase, and sink our capital upon in reclaiming them from a state of nature, the abode only of wild beasts, fever and malaria, to a healthy and civilized condition, and giving a highly remunerative employment to thousands of our half starved Indian population. The frequency of fires, the insecurity of our Bungalows, and last though not least the playful habit of some of our native friends of selling their land twice over, or repudiating the sale altogether, (and from them we are compelled to purchase, owing to the obstacles imposed by Government for preventing Englishmen from requiring crown lands in this country)—these are a few of the reasons for which I think you will all agree with me an office for the registry of deeds should be established in South Wynaad. Should you from unforeseen mishaps, such as the non-fulfilment of Government promises with regard to the opening of com-

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munications to the coast, and the labor and grain districts, and consequently the partial and scanty supply of coolies and the wherewithal to feed them, and your work from this cause has fallen into arrears, costing you ten times your estimate with a regular supply of labor, with an inverse ratio as regards your profits—should you then be compelled to raise a mortgage upon your land, after investing your all of capital energy and skill to prevent it from reverting to its original state, he who advanced you the required sum would be better endowed pecuniarily than mentally, I should say, unless your title deeds were registered.

It may be urged that there already is an office at Calicut for the purpose, but only those who have attempted it, know the difficulty of collecting the witnesses and seller, and keeping them together until the business is safe over in the Sudder Amin's Court at Calicut. If you have European witnesses you can hardly expect them to leave their Estates, probably in the midst of Crop, to go Calicut for that sole purpose, and if you make your servants your witnesses they at once think themselves of such vast importance that you are obliged to dismiss them, and I am not aware of any law at present in existence by which you can compel them to attend and attest their signatures.

On November the 4th 1862, when a deputation from the Planter's Association waited upon the Governor in Calicut, they were then promised that it would be practicable to register deeds in Wynaad in a fortnight. I will quote an extract from the report of the Planter's Association of what Sir W. DENISON said on that occasion—"The inconvenience of having no office for the registry of deeds nearer than Calicut must be great, and I have desired the Collector to bring forward your proposition to vest the Deputy Collector with power to register deeds, at Manantoddy."

How has that promise been fulfilled?

At that time I went to Calicut with my deed; for the purpose of getting them registered, as a member of the deputation was one of the witnesses and the other I brought down at my own expense. Unfortunately for me on that auspicious occasion, all the Government Offices were closed to do honor to Her Majesty's representative, and as both my witnesses were in charge of large Estates in the middle of crop, they were naturally anxious to return as soon as possible, so I did not like to detain them until the Courts were re-opened, for in the innocence of my heart I firmly believed that I should be able to get them registered in Wynaad immediately, and without further trouble. All I can say is, that they are not registered to the present day. I have been informed since this meeting was originally summoned that the order has been issued granting us a Registry Office in South Wynaad, but I don't see that, that information even if it is correct, obviates the necessity of bringing forward this resolution, for from the number of cruel "sells" we have experienced by placing reliance on Government promises, it is tasking our credulity too much to ask us to believe that any thing will be done in Wynaad until it is actually accomplished.

What we require is a Register Office in this District, and not in Manantoddy, as that place is even more difficult to reach in the monsoon than Calicut, and our business takes us more frequently to the latter place than the former, and as doubtless it will be compulsory on every one to register his title deeds, every facility should be afforded for so doing.

Mr GORDON seconded the Resolution.

Mr YONGE explained to the Meeting the purpose of Act 16 of 1864—relating to Registration of Deeds.

The resolution was carried unanimously.

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Proposed by Mr. GORDON. That the meeting respectfully protest against the delay in disposing of the Government Waste Lands in Wynaad.

In proposing the resolution Mr. GORDON remarked—

"If one could discern any reason for such a course of procedure we might suppose the Madras Government or its local official had purposely kept back the sale of the Wynaad Waste Lands, but as it is as much for the benefit of Government as the Planters that they should be disposed of, we can only attribute the delay to the usual official indifference.

It was long after the rules for the sale of waste lands were in force in the neighbouring Collectorate of Coimbatore that those for Wynaad were passed, and then it took two months more before they were made public. Yet before the passing of the rules there was a great show of interest in the matter—the Collector and his Deputy were indefatigable in their enquiries about how much was likely to be taken up within the first year, and a list of thousands of acres available was published in the Government Gazette and people invited to apply for them. That is fifteen months ago, and though I believe there have been hundreds of applications, only two small lots have been sold and no more yet advertized!! I will however confine my remarks principally to my personal grievances on this head. Having allowed six or eight months for sufficient delay I calculated on seeing the lands I had applied for put up to auction and resigned a valuable portion of my business which lay at a considerable distance, and which, for want of roads to travel by, I could not pay efficient attention to, believing as I say the lands I had applied for in the neighbourhood of my residence would be available for cultivation immediately after. Well, they are not yet advertised and it was only

after considerable correspondence on the subject, that I was able to elicit from the Collector the important and highly satisfactory information—that the land applied for by me fourteen months ago would be advertized when it was surveyed—and others applied for ten months ago would be surveyed after certain claims preferred to them were settled!!

I repeat here what I said elsewhere, that I have been actively endeavouring for the last three years to obtain Government land, and though there are thousands of acres in this Taluk alike unprofitable to Government and the community, I have not obtained an acre, and I only know two individuals who have. I was told only two days ago by a respectable native that the numerous native applicants were desirous of withdrawing their applications as their money paid for survey fees, &c. was lying without interest, and no prospect of the land being sold—and it is more than probable they consider it a new dodge of the Circar to borrow money without interest."

Seconded by Mr. ROSSALL and carried unanimously.

Proposed by Mr. GORDON. "that the following gentlemen act as a Committee to carry out the views of this Meeting, Messrs. HIND, YONGE, BOOSEY, ROSSALL, HESTER and FERGUSON.

Seconded by Mr. PETMAN and passed.

Proposed by Mr. YONGE. "That another meeting be called at the Field Estate Bungalow, on the second Monday in September, when the Memorial shall be submitted for approval to the Meeting by the Committee, and a Deputation appointed to present it to his Excellency the Governor at Ootacamund."

Seconded by Mr. BOOSEY and carried *nem con*.

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Thanks were then voted to the Chairman, and the Meeting dissolved.

(Signed) A. R. HINDE,
Chairman.

(") J. FERGUSON,
Honorary Secretary.

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APPENDIX A

Memo: by the Collector of Malabar on the various subjects to be brought before the Public Meeting to be held at Lackadie, 8th August 1864.

MEMO.

1. I presume something similar to the Ceylon Labor Ordinance is here thought of.

I do not know the details of that ordinance, but I believe it to be a species of poll tax requiring all males of a certain age to give 6 days labor, or a commutation in money yearly, for the public roads. A portion of the proceeds go to the Imperial, and a portion to the District roads.

Now Government have declared themselves prepared to provide sufficient funds for imperial lines in Wynaad. If legal power is given to Residents to Assess themselves, I do not see what more is wanted.

And as there would undoubtedly be considerable difficulty in enforcing such an ordinance as the Ceylon one fairly (especially with the fluctuating population of Wynaad), and very great room for oppression and embezzlement in collecting the Assessments under it, I am not inclined to advocate the introduction of such an ordinance.

From the Planters point of view its probable effect if introduced in tending to deter emigration from Mysore, &c. is worthy of consideration.

2. I have no remarks to make on this here.

3. Subject 3 naturally comes in here. In accordance with G. O. 26th November 1862, I prepared a rough draft for an act to enable residents in Wynaad to assess themselves to cross roads. That draft was sent to the Planter's Association. It elicited little remark, but general approval.

But objection was taken to part of its provisions by Government. Another was prepared on which also the opinion of several Planters consulted was generally favorable.

This was only lately submitted to the Board of Revenue for their orders and transmission to Government.

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It remains to be seen what decision Government will arrive at regarding it.

I send a copy of the draft as submitted to the Board.

1. There is a Hospital at Manantoddy.

The Deputy Collector, Wynaad, was requested some little time ago to report on the probable requirements, and amount of local subscription likely to be available in the vicinity of Gudalur, as I propose suggesting the erection of a Civil Dispensary and Hospital there.

I cannot of course give any pledge of what Government may see fit to do, but I advocate some such scheme as the following.

The residents should provide moiety of sum required for a suitable building, Government giving moiety as a grant in aid. Government to provide medical attendance and medicines—but the up-keep of the premises, pay of menial servants, and expenses of dieting in patients, &c. to be provided by the community.

I shall be glad to advocate some such scheme for South Wynaad, if the residents desire and are prepared to contribute to support a Civil Dispensary and Hospital.

5. If "numerical insufficiency" had been the expression instead of "total inefficiency," the subject might be a fair ground of argument. As it is, the Police may confidently appeal to the state of crime, and indeed to any unbiassed judgment, as to whether they are or are not fairly efficient in doing what can reasonably be expected of Police.

I do not myself see the "great necessity" for a resident European Magistrate in South Wynaad.

The magisterial provision for the Taluk is more than ordinarily liberal.

E. G. Ponani	Wynaad.
Population 3,03,586	48,777
Revenue Rs. 3,20,334	Rs. 60,401
Magistracy 1 Dy. Mag.	1 Dy. Mag.
2 Sub Mags. (2nd Class)	3 Sub Mags. (2. 1st class. 1. 2nd ")
I lately applied to Government to confer the powers of 1st Class Sub-Magistrates on the Taluk Sub-Magistrates and Vythay Sub-Magistrates	

This will give these officers power to fine up to Rupees 200 or imprisonment for 6 months, or both, and to punish under the whipping Act.

They have already special power to work the Contract Acts. They are both selected men, well acquainted with English, and of more than ordinary reference. With the extended powers, these men are in my opinion amply empowered to inflict as heavy punishment as the generality of cases require, and are as competent to deal with the cases coming before them as any Magistrate well can be.

For cases between European and European are few. The great majority of cases lie between European and Native, or between natives—and for the disposal of a number of small cases in which natives are any way concerned, these Sub-Magistrates, from their thorough acquaintance with the vernaculars and English are better qualified than the generality of Europeans would be. Their decisions are appealable to the Deputy Magistrate so that an efficient check when necessary is had over their proceedings.

I have gone at some length into these remarks because I am clearly of opinion that with a good central office, and communications open, the wants of South Wynaad in respect of a paid Magistracy are fully met.

A central office is sanctioned and a site in the vicinity of Chundale I hope secured.

I hope this season will see a vast improvement in the roads.

6. This want will soon be supplied. Act XVI of 1864 lately passed, provides for Registration, and the details of Districts and Sub-Districts is now being reported on.

7. Act XXIII of 1863 provides for the sale of waste lands. Unexpected claims have been raised to most of the Government lands in Wynaad, and until these are finally settled there will and must be considerable delay in the disposal of applications.

Justice to the claimants requires that hasty steps shall not be taken, and it is far better on other grounds that an exhaustive enquiry should be made now, and satisfactory conclusions arrived at, though at inconvenience to some individual applicants, than that questions should be left open to be a perpetually recurring source of annoyance both to the public and to the Revenue officials.

(Signed) G. A. B.
Collector

CALICUT. 12th July 1864.

B.

SKETCH FOR A BRANCH ROAD ACT IN WYNAAD.

1. The Local Government shall from time to time declare Territorial Districts under this Act. Each District shall have its Committee.
2. Each Committee shall consist of not less than 3 or more than 5 Members.

Every Proprietor of 50 acres of land or upwards in a separate block or Estate shall have a vote in electing the Members of the Committee for the District in which his Estate is situate. Each additional 100 acres shall give an additional vote; provided that no man shall have more than 5 votes in any one District.

3. Officers of Government may act on Committees if duly elected, but there shall be no ex-officio members.

4. The application of the majority of landed Proprietors in a locality of sufficient extent shall enable Government to declare such locality a District under this Act, and the Act in force therein.

Such District having been declared, the Collector, or in his absence the principal Revenue Officer, shall convene a meeting of proprietors to elect a Committee who shall proceed to frame such bye-rules as may be necessary for the working of the Act in their District.

5. The rules, rates of cess, tolls and other charges, shall be subject to the approval of Government.

6. If in any District as above said three proprietors consider the opening of a new line of road, or repair of an old road, or other work, desirable, they shall address the Committee of their District with such particulars as they can give of the necessity, direction, approximate cost, &c. of the proposed work.

The Committee on due enquiry shall determine whether it is desirable that the proposed work be undertaken or not. If considered desirable the Committee shall proceed to determine what Estates of their District are to be assessed for the work.

7. Due notice shall be given to the Proprietor of any Estate proposed to be assessed to any work; and a time fixed for hearing and determining objections, &c.

After notice given, unless objection in writing is received within a specified time, the assent of the Proprietor to assessment to execution of the work shall be assumed.

The decision of the Committee as to the inclusion or otherwise of any Estate for assessment to any work shall be final.

8. A list of the Estates fixed to be assessed if the work is to be carried out having been prepared, consent of a majority of $\frac{2}{3}$ ds. of the Proprietors included shall sanction levy of cess from all to meet the required expenditure.

9. The total estimated amount of expenditure for any work shall be apportioned on the whole acreage of the Estates included for assessment for that work,—double rates being charged on all cultivated acreage.

Where no regular survey has been made, the decision of the Committee as to acreage extent shall be the standard for any purposes of this Act.

10. The collection of assessments, control of expenditure, execution of works, audit of accounts, &c. shall be regulated by bye-rules, and managed entirely by the Committee.

11. The Committee shall from time to time fix the mileage rates per annum required for the maintenance of lines; and the method in which such rates should be raised.

12. Collections of assessment shall be enforceable (by order of the Committee) as in the case of ordinary Revenue demands.

"Estate," to signify any holding of land in one block above 50 acres in extent.

"Proprietor," to signify the actual Proprietor of an Estate or his Resident Agent, or Manager.

G. A. B.,
Collector.

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SECTIONS OF ACT No. XVI OF 1861.

AN ACT TO PROVIDE FOR THE REGISTRATION OF ASSURANCES

- VI. For the purposes of this Act the Local Government shall form Districts and shall divide such Districts into Sub-Districts, and shall prescribe and from time to time may alter the limits of the Districts and Sub-Districts so formed.
- VII. The Local Government shall establish in every District an Office to be styled the District Register Office, and in every Sub-District an office to be styled the Deputy Register Office.
- XIII. No Instrument being a deed of gift of immoveable property, no lease of immoveable property for any period exceeding one year, no Instrument (other than a deed of gift or lease as aforesaid) which purports or operates to create, declare, transfer, or extinguish any right, title, or interest of the value of one hundred rupees or upwards in any immoveable property, and no Instrument which acknowledges the receipt or payment of any consideration on account of the creation, declaration, transfer, or extinction of any right, title, or interest as above, of such value as aforesaid, in any immoveable property, shall be received in evidence in any Civil proceeding in any Court, or shall be acted on by any Public Officer, if such instrument shall have been executed on or after the date on which this Act shall come into operation, and if the property to which such instrument relates shall be situate in any part of British India in which this Act is in force, unless the same shall have been registered in the manner and within the time prescribed by this Act.
- XVII. No Instrument of the descriptions mentioned in Sections XIII, and XVI (other than a Will, Codicil to a Will, or Authority to adopt a son) which shall have been executed before the date on which this Act shall come into operation shall be accepted for registration unless such Instrument be presented for registration within twelve months from such date.

XVIII. No Instrument of the descriptions mentioned in Section XIII, which shall have been executed after the date on which this Act shall come into operation, shall be accepted for registration unless presented for that purpose to the proper Officer within four months from the date of the execution thereof.

XXVIII. Every Instrument to be registered under this Act, not being a Will, Codicil to a Will, or an Authority to adopt a son, shall be presented at the Office in which such Instrument is to be registered by all the parties executing the same, or by the heirs, representatives, or assigns of such parties, or by the authorized agents of such parties, or of their heirs, representatives, or assigns under a power of attorney special or general. But no such power of attorney shall be recognized for the purposes of this Act unless it shall have been executed in the presence of, and duly attested by, the District Registrar or Deputy Registrar within the local limits of whose jurisdiction the person executing the same resides if he reside in any part of British India subject to the operation of this Act, or if he reside in a part of British India not subject to the operation of this Act, unless it shall have been executed in the presence of, and been duly attested by, the Officer presiding over the principal Court of Original Civil jurisdiction within the local limits of whose jurisdiction the person executing such power of attorney do not reside within any part of British India, it shall not be recognized for the purposes of this Act unless it shall have been executed in the presence of, and duly attested by, an Officer of the British Government, or by a Notary Public where there is such a functionary.

XXIX. On the parties to any Instrument, their heirs, administrators, or assigns, or the agents of such parties authorized as herein before provided appearing before the District Registrar or Deputy Registrar for the purpose of obtaining the registration of such Instrument, he shall proceed to enquire whether such Instrument was executed or not by all the parties thereto by whom it purports to have been executed, and to satisfy himself of the right of any person to appear as the heir, administrator, or assign of any party whom he shall claim to represent, or if any party shall appear by agent, of the authority of such agent. If all the parties executing the Instrument appear personally before the District Registrar or Deputy Registrar and are personally known to him, or in case

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they are not personally known to him if they satisfy him that they are the parties they represent themselves to be, and if they all admit the execution of the Instrument, or in the case of any party appearing by authorized agent if such agent shall admit the execution of the Instrument, the District Registrar or Deputy Registrar shall register the same.

LXXI. This Act shall come into operation on the first day of January 1865 in the Presidencies of Bengal, Madras, and Bombay. This Act shall not come into operation in any other part of British India until it shall be extended thereto by an order of the Governor General of India in Council, or by an order of the Local Government to be notified in the Official Gazette.

D.

Ordinances of the Ceylon Government.

An Ordinance to make further provision for the hire and service of Labourers in this Colony.

Whereas it is expedient to make further provision relating to the hire and service of Labourers in this Colony: It is Enacted by the Governor of Ceylon, with the advice and consent of the Legislative Council thereof as follows:—

1. Where a labourer is brought before a Police Magistrate charged with quitting the service of his employer without leave or reasonable cause, before the end of his term of service or previous warning, it shall be lawful for such Magistrate, if the employer and labourer agree thereto, but not otherwise, to direct that the labourer shall return to the service of his employer, and that the charge against him be abandoned.
2. Where a labourer is sentenced to suffer imprisonment for breach of contract or misconduct punishable under the provisions of the Ordinance No. 20 of 1861, entitled, "An Ordinance relating to contracts for the hire and service of Labourers in this Colony," it shall be lawful for the Magistrate, should he find that the labourer is under advances to serve his employer, to order that the period of imprisonment or such portion thereof as shall be sufficient to cover such expenses, should be excluded from the calculation of the period of service to which the labourer has bound himself.

and in such case the labourer shall be bound for the time so extended as if such time was expressly included within his term of service.

3. Any person who shall take into his service or employment or harbour or conceal any labourer bound to serve another by any contract entered into under any provisions of the said Ordinance, without taking reasonable precautions to ascertain whether or not such labourer is so bound, or knowing him to be so bound, or after notice that he is so bound, shall, if the labourer be at the time so taken, harboured or concealed, under advances from the person to whom he was so bound, be liable civilly to pay to such person as liquidated damages, double the amount of such advances.
4. No labourer shall be liable to punishment for breach of contract or misconduct, if at the time of such alleged breach or misconduct, his wages shall have been unpaid for any period longer than two months.
Labourer not liable if wages unpaid for two months.
5. Any labourer who shall be incapacitated by sickness from labour whilst in the service of any employer, shall be entitled to lodging, food, as well as medical care, at the expense of such employer during such incapacity.
Sick labourers entitled to lodging, food and medical care.
6. If the Estate on which any labourer shall have contracted to work shall be sold, alienated, succeeded to, or transferred to another person during the pendency of the contract, the labourer shall be bound to perform all the conditions of the contract to the new proprietor of the Estate, who in like manner, shall be held bound to perform the stipulations thereof incumbent upon the employer.
Liability of labourers in case of transfer of Estates.

No.—of 1864.

For Amending and Consolidating the Law relating to Servants, Labourers, and Journeymen Artificers, under Contracts for Hire and Service.

Whereas it is expedient to amend and consolidate the Law relating to Servants, Labourers, and Journeymen Artificers, under Contracts for Hire and Service: It is therefore, hereby enacted by the Governor

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of Ceylon, with the advice and consent of the Legislative Council thereof, as follows:—

1. The word "Servant" shall, unless otherwise expressly qualified, extend to and include Menial and Domestic Servants, Kanganies, Store-keepers, Conductors, Messengers, Labourers employed in Public Works, and Agricultural and other Labourers.
2. The Ordinances set out in the Schedule hereto annexed are hereby repealed, except so far as they or any of them repeal any other Ordinance or Ordinances, or any part of any other Ordinance or Ordinances, and except so far as respects all offences which may have been heretofore committed against the same or any of them, all rights which shall have accrued, liabilities which shall have been incurred, acts which shall have been done, and all proceedings or matters which shall have taken place before this Ordinance shall come into force.
3. Every verbal contract for the hire of any servant in the service of Government, or of any person or persons, except for work usually performed by the day, by the job or by the journey, shall (unless otherwise expressly stipulated, and notwithstanding that the wages under such contract shall be payable at a daily rate) be deemed and taken in law to be a contract for hire and service for the period of at least one month, and to be renewable from month to month, and shall be deemed and taken in law to be so renewed, unless one month's previous notice or warning be given by either party to the other of his or her intention not to renew the same; and the wages of such servant shall be payable monthly, and any Employer shall be entitled to discharge any such Servant from his or her service under any such Contract, without previous notice, provided such servant be instantly paid his or her wages for the time he or she has served, and also for one month from the time of such discharge. Provided always, that any such Contract may at any time be determined by the misconduct of either party in their relative capacity of Master and Servant, which may be proved by either party against the other.
4. Every verbal contract for the hire, according to time, of any Journeyman Artificer (where no special Contract or agreement shall be made and duly proved) shall be deemed and taken in law to be a Contract for the hire of such Artificer for one day, and no longer.

5. Provided always, that nothing in the two preceding clauses of this Ordinance shall be construed to prevent any Servant, or Journeyman Artificer, who may continue in the service of his or her employer beyond the period for which any verbal contract entered into by him or her is respectively declared binding only in law as aforesaid, from recovering his or her wages according to the full period of time of his or her being in such service; nor to prevent any similar subsequent verbal contract being respectively implied in law from the continuance of such service or otherwise.
6. No Contracts entered into in this Island for the Hire or Service of any Servant, or Journeyman Artificer, for any period of time longer than one month, shall be valid in law, so as to subject any party thereto to the provisions of this Ordinance, for not performing the same, unless such contract shall be in writing, and shall clearly express the terms or conditions thereof, and shall be signed by both parties, or, if they cannot write, by some person or persons duly authorized by them; and unless every such contract be also acknowledged by every such Servant or Artificer in the presence of one or more witnesses, who are hereby required in every such case to previously explain or cause to be explained to the said Servant or Artificer the terms of such contract, and to certify on the back thereof that such Servant fully understands the terms of such contract and is desirous to fulfil the same.
7. No contract entered into in this Island for the hire and service of any Servant or Journeyman Artificer for any period of time longer than one year shall be valid in law, so as to subject any party thereto to the provisions of this Ordinance for not performing the same, unless such contract shall be in writing, shall clearly express the terms and conditions thereof, and shall be signed or acknowledged by the parties thereto in the presence of a Police Magistrate, or a Justice of the Peace, or other person expressly authorized by the Governor. And it shall be the duty of such Police Magistrate, Justice of the Peace or other authorized person to see that the contract is fully explained to the parties, and to certify on the contract that they fully understand the terms thereof and are desirous to fulfil the same. And such contract, when produced in evidence and bearing the Certificate of the Police Magistrate, Justice of the Peace, or duly authorized person as aforesaid.

shall be *prima facie* evidence of the matters and things contained therein, and every such contract shall be executed in duplicate and such Police Magistrate or Justice of the Peace or other authorized person as aforesaid shall send or cause to be sent within ten days of the execution thereof, the counterpart thereof to the Registrar of lands for the district wherein such contract shall have been executed, and in default thereof shall be liable to a penalty of £5. And the said Registrar of lands is hereby required to preserve the said counterpart, and allow any person who may be interested in the said contract to inspect the same. Provided always that no contract for the Hire and Service of any Servant or Journeyman Artificer shall be valid under the provisions of this Ordinance, (except as in the next clause provided) if made for a longer period of Hire or Service than Three years.

8. It shall be lawful for the Civil Engineer, the Commissioner of Roads, the Surveyor General, or the Principal Officer in charge of the Survey Department, the Government Agents and their respective Assistants, to enter into any contract on behalf of Her Majesty for the Hire and Service of any person to be employed as a Servant or Artificer, in and about the business of their respective departments, for any period not exceeding five years: Provided that such contract, if made for a period of Hire or Service exceeding one month, shall (if entered into in this Island) be in writing, shall clearly express the terms or conditions thereof, shall be signed by both parties, or, if they cannot write, by some person or persons duly authorized by them; and shall be acknowledged by such Servant or Artificer in the presence of one or more witnesses, who are hereby required in every case to previously explain or cause to be explained to the said Servant or Artificer the terms of such contract, and to certify on the back thereof that such Servant or Artificer fully understands the terms of such contract, and is desirous to fulfil the same.

9. Every Contract entered into in India for the Hire and Service in this Island for any period exceeding one month of any Servant or Artificer, shall be valid and binding, so as to subject the parties thereto to the provisions of this Ordinance, notwithstanding that the same be not executed in the manner provided by the three preceding clauses of this Ordinance respectively; Provided that such Contract be in writing and signed or acknowledged by the parties thereto or their Agents respectively, and clearly express the terms and condi-

tions thereof; and provided also that such Contract be valid and binding according to the laws of India in force at the time of the entering into such Contract. And every such contract as aforesaid, when produced in any Court of this Island shall be deemed valid and binding according to such laws as aforesaid, unless the contrary be proved.

10. Unless provisions to the contrary be expressly made therein, no contract, entered into and required to be in writing under the Provisions of this Ordinance shall be determinable before the expiration of the period specified therein, except by the mutual consent of the contracting parties, expressed in writing, signed or acknowledged by them in the presence of two witnesses, or except when the party contracting to be employed shall have been convicted of an offence, or have become a prisoner, or incapable of service, and his employer shall elect to determine the contract, or except for some reason sufficient in law to set it aside. Provided that, in case of any incapacity to serve, the employer shall be bound to furnish the Immigrant from India, who shall have contracted in India, for any period of Service in this Island, or who shall have contracted in this Island for any period of Service not less than one year with adequate means of returning to his own country.

11. Any Servant or Journeyman Artificer, who without reasonable cause, shall neglect or refuse to attend at and during the time and hours, or at the place when and where he shall have contracted to attend, in commencing or carrying on any work, or, in case of no special agreement in that behalf, during such hours as, according to the trade or occupation of such Servant or Artificer, it shall be usual so to attend, or who, without reasonable cause, shall leave unfinished or refuse to finish any work contracted to be done, or who shall be guilty of any drunkenness, wilful disobedience of orders, insolence, or gross neglect of duty, or other misconduct in the service of his or her Employer, or who shall quit the service of such Employer without leave or reasonable cause, before the end of his or her term of service or previous warning, as required by the third clause of this Ordinance, or for such longer period as may be specially stipulated in his or her Contract, shall be punishable by the Police Court of the District wherein such offence shall have been committed, or wherein the offender shall have been apprehended, by forfeiture of all wages then due, if not exceeding the wages of One month, or for the period of warning specially stipulated for, or by imprisonment with or without hard labour not

Provided always that, unless any express contract be made to the

contrary, no such abatement shall be ever made when such absence or neglect of service or work

by any Servant or Journeyman Artificer appears to have been owing only to his or her being incapacitated therefrom by actual sickness or other reasonable cause; and no such abatement shall be made for medical attendance or medicines supplied during illness to any Servant or Journeyman Artificer by his or her employer.

14. In case any Employer, not having reasonable cause of complaint,

Penalty on Employer refusing without cause to act up to contract.

Ordinance, shall refuse to continue full payment to any servant or Journeyman Artificer, during the whole term of any Contract entered into between them, every such employer, so refusing, shall, in addition to payment of all wages actually due, or of all that would have become due, if the Contract had been properly observed, or both, as the case may be, be liable to a fine not exceeding Five Pounds, or to imprisonment not exceeding three months, or to such fine together with such imprisonment at the discretion of the Court.

15. If any person shall knowingly and wilfully pretend or falsley

Persons giving false character.

employment of any other persons for any period of time whatsoever, or in any station or capacity whatsoever, other than that for which such Servant or Artificer shall have been so employed, hired or retained; or if any person shall otherwise knowingly and wilfully write, sign, or give any untrue, false, forged or counterfeit certificate or writing, in favour of the character of any such Servant or Artificer, then, in every such case, such person or persons so offending, shall, besides being liable to damages upon any Civil action, be liable, on conviction, to a fine not exceeding Ten Pounds or to imprisonment, with or without hard labour, not exceeding Twelve months, or to such fine together with such imprisonment, at the discretion of the Court.

Servant &c., making false statement of former employment or altering character.

neyman Artificer, asserting or pretending that he or she hath served in any Service or Employment, in which such Servant or Artificer shall not actually have served, or with a false, forg-

ed, or counterfeit Certificate of his or her character, or shall in anywise add to or alter, efface or erase any word, date, matter or thing contained or referred to in any Certificate given to him or her by his or her last or any former actual Employer, or by any other person or persons duly authorized by such employer to give the same, then, in any of the said cases, such person or persons so offending, shall be liable, on conviction, to a fine not exceeding Three Pounds, or to imprisonment with or without hard labour, not exceeding Three months, or to such fine together with such imprisonment, at the discretion of the Court.

17. If any person, having been before in service or employment as a Servant, &c., denying himself or herself in any employment, capacity or service, falsely and wilfully pretend not to have been hired or retained in any such previous employment, capacity or service, then and in such case every such person, so offending, shall be liable, on conviction, to a fine not exceeding Three Pounds, or to imprisonment, with or without hard labour, not exceeding Three months, or to such fine together with such imprisonment at the discretion of the Court.

18. All wages, due on any Contract of hire and service and all liabilities arising therefrom, as respects the employer, shall be a first charge against the Estate or Property in which the Servant or Artificer under such Contract shall have been employed, and shall be recoverable by suit against the party for the time being in possession of the said Estate or Property. Provided that such charge shall be limited to Three months' wages only, and shall be enforced within Three months after the termination of the service for which such wages are due; and provided also, that all claims for wages may be enforced before a Court of requests, having in other respects jurisdiction in that behalf, although the amount in suit may exceed the sum of Ten pounds.

19. Any person who shall wilfully and knowingly seduce or attempt to seduce from his service or employment any Servant or Journeyman Artificer bound by any contract to serve any other person or persons, or who shall wilfully and knowingly take any Servant or Journeyman Artificer, while so bound, into his service or employment, or who shall wilfully and knowingly harbour or conceal any Servant or Journeyman Artificer, who shall have absented himself without leave from his service, shall be guilty of an of-

fence, and be liable, on conviction thereof, to a fine not exceeding Five pounds, in respect of each of the Servants or Journeymen Artificers whom he shall have so seduced, taken or harboured or concealed, as aforesaid.

Every such offence shall be cognizable before any Police Court having jurisdiction in the District wherein the offence was committed, or the complainant is resident.

20. No Servant shall be liable to punishment for neglecting or refusing to work, or for desertion, disobedience or neglect of duty, if, at the time of such alleged offence, his wages shall have been unpaid for any period longer than three Months.

21. Every Kangany or other Agent, who, having been entrusted with any money or valuable security by any person or persons for the purpose of engaging or procuring for hire and service any Servant or Servants, Artificer or Artificers for such person or persons, shall, with intent to defraud, convert or appropriate the same or any part thereof to or for his own use or benefit, or the use or benefit of any person or persons other than such person or persons as aforesaid, or for any purpose other than such purpose as aforesaid, shall be guilty of a misdemeanor, and, being convicted thereof, shall be liable, at the discretion of the Court, to be transported for any term not exceeding Seven years, or to be imprisoned for any term not exceeding Two years, with or without hard labour.

22. Whenever any Servant or Journeyman Artificer is brought before any Court or Justice of the Peace, on the ground of his having quitted the service of his Employer, or having refused or neglected to work, without leave or reasonable cause, before the end of his term of Service, or previous warning, such Court or Justice of the Peace may, if the employer of such Servant or his or her Agent so requires, instead of punishing or committing to trial the offender, direct him to return to the service of his employer, and may, in such case, order any costs and expenses properly incurred by or on behalf of the employer, by reason of the offence, to be paid by the offender, and, if necessary, to be deducted from any wages which he has then earned, or which by virtue of his then existing engagement, he may afterwards earn.

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23. If any Servant or Journeyman Artificer, having entered into any Contract of hire and service subject to the provisions of this Ordinance, shall, during the subsistence of such Contract, have been imprisoned or have absented himself without leave, no part of the period of such imprisonment or of such absence shall be deemed or taken to be a part of the period of his service, but he shall be compensable, at the option of his employer, to serve *bond fide* for the full period for which he shall have contracted to serve; and until such *bond fide* service shall have been completed, he shall be and shall continue subject to the provisions of this Ordinance.

24. If the Estate, upon which any Agricultural Servant or Journeyman Artificer is employed under any Contract to serve for a period exceeding One month, shall, during the pendency of such Contract, become vested in or be transferred to or placed under the superintendence or management of any person or persons other than the person or persons with or by whom such Contract was entered into, such Contract and all the rights and liabilities incidental thereto shall be deemed in law to be transferred to the person or persons in or to whom the said Estate shall become vested or transferred as aforesaid, or under whose superintendence or management the said Estate shall be placed as aforesaid, and such last mentioned person or persons and such Servant or Artificer shall be respectively bound to perform all the terms and Conditions of the Contract, in the same manner, or as near thereto as the nature of the case will admit, as if the Contract had been originally entered into between such person or persons and such servant or Artificer.

Provided, that if any Servant or Journeyman Artificer shall not consent to such transfer of the said Contract of Hire and Service, the said Contract shall, so far as he is concerned, be determined; reserving nevertheless to such Servant and Journeyman Artificer his right to sue his former employer for any breach, of the said Contract arising previously to such transfer.

25. Neither the alleged commission of any crime or offence by any person or persons under the provisions of this Ordinance, nor the conviction nor acquittal of any person or persons of any crime or offence, under this Ordinance, shall be a bar to any Civil Action for damages against such person or persons at the instance of any

Penal provisions of this Ordinance not to affect Civil Actions.

person or persons who may have suffered any injury or who may allege that he or they has or have suffered any injury from or by reason of the commission of any such crime or offence.

Commencement of Ordinance.

26. This Ordinance shall come into operation from the date of the passing thereof.

Gift Simpson 1813

A LETTER

ON

COOLIE LABOR.

BY

W. A. S.

CEYLON.

TO WHICH IS APPENDED

A REPORT

ON THE

LABOR LAWS OF CEYLON.

BY

RICHARD CAYLEY,

BARRISTER-AT-LAW,
CEYLON.

MADRAS:

GANTZ BROTHERS,

ADELPHI PRESS, 175, MOUNT ROAD.

1865.

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It is believed that the following letter from Ceylon, with the Report on the Labor Laws of that Island, will be of some interest at the present time, when Government is about to legislate on labor in this Presidency.

MADRAS,
26th September 1865. }

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THE BORDERS, CEYLON,
10th Sept. 1865.

DEAR SIR,

Since receiving your's of the 21st ultimo, I have been thinking over the subject of a Labor Ordinance for the Wynaad.

I will arrange my remarks under two heads ; first, as to what Government might do, by wise ordinances and by a judicious carrying out of their provisions (no ordinance can embrace every conceivable case ; much must be left to the discretion of Magistrates at out-stations who should not be too much hampered nor afraid of incurring responsibility) ; and secondly, as to what the planters themselves might do. I have but little faith in my own ability to treat these matters properly ; still, as you have asked my opinion, I give it.

First, as to a Labor Ordinance. Judging by the tenor of your letter, you seem considerably to over-rate the knowledge of law and legislation possessed by planters. Though I have been one of the Committee of the P. A. (Planters' Association) for several years, yet—as I for my own part had seldom much trouble either in procuring a sufficient number of laborers, or in getting them to work quietly and contentedly, when procured, I only took a slight and temporary interest in all legislation affecting either the supply or the regulation of our immigrant labor. Year after year I find that there is excessively little difference in the actual working of estates, whatever new ordinances may have been passed. The chief wish of many of the planters has long been, "Leave us alone ; don't legislate us to death." "*Quieta ne moveri*" is an excellent maxim, but one not always sufficiently attended to in Ceylon legislation.

There was some speculative legislation in 1864. Government, prompted thereto I believe by the D. Q. A., broached some very philanthropic schemes, and proposed sundry changes. Those changes were certainly not called for by the planters; and they certainly were not called for by the immigrant Tamils. Among other proposals, one was that coolies should be entitled to full pay for the days on which they were, or said they were, unwell; another was, that unless a coolie was, by the 21st of a month, paid for the previous month, the planter should have no legal control over him. However, the P. A. attacked the most obnoxious and irrational of those provisions, and they were withdrawn. But I think it right to point out to your Government errors which ours, with the best of intentions, and with much more experience in dealing with estate labor, were on the point of committing.

If coolies come over from India to the coffee districts at their own charges, I should consider it perfectly fair and equitable that they should have a right to demand their pay very shortly after the expiry of the month, say by the 6th or 8th proximo. But as the vast majority of our men come over deeply indebted to the estate, it would be manifestly unfair to insist on our making early payments to men much in our debt. I consider the whole system of advances and of long credits (in other words, of indebtedness) no means a good one; carried too far, we all know what evils it has led to, in Indigo planting. But, in this matter, we cannot altogether help ourselves (though, perhaps, we might help ourselves more than we do). Mootoosamy, however much he may like his old estate, yet will not (I believe in many instances cannot) return to it from his country without some rupees—eight or ten, advance. This advance he often finds difficulty in re-paying (though I believe planters rarely charge interest), consequently, till re-paid, he not only is—*adscriptus glebae*—Coolies very often bolt from estates without re-paying their

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advance; very often, I believe, bolt, simply to avoid such re-payment; but no coolie or Canganey of average respectability dreams of claiming his discharge unless he can settle his debt; such being the case, Ramasamy owing twice or three times as much to the estate as the balance of pay due to him, I do not see how Government could pass an enactment, much less how they could enforce it, that a coolie should be entitled to claim any month's pay before the 21st proximo. This state of indebtedness, and, consequently, of practical absence of freedom on the part of the coolie, is to be regretted—but it is no new evil; it has existed in some shape or other, ever since Solomon wrote "the borrower is servant to the lender," but legislation can do little to alter it, though hasty and blundering legislation might go far to render it intolerable both to coolie and to planter.

I believe very few important changes were made in our labor laws in 1864. Indeed, speaking as the employer of about 870 Tamils, I have not been made aware of any changes in the least affecting our mutual relations. Our Tamils are quiet and contented, and we have little to do with law or legislation. But I consulted a neighbouring Magistrate (and Assistant Government Agent) on the subject of your letter; he strongly recommends, as the basis of legislation and as in fact in itself comprising nearly all that is essential, our Labor Ordinance No. 5 of 1841. To that I direct your attention. Its provisions are not long, nor complicated. I have not a copy of it by me, but I am writing to Ferguson of the *Observer* to send you his "Ceylon Directory for 1864-65." In it you will find a brief but excellent resume of our labor laws drawn up by Mr. Cayley, a practising Barrister at Colombo. It contains valuable information and suggestions, couched in clear and simple language; you would do well to direct attention to it.

Mr. Cayley's remarks leave little for me to add. The only clause with which I ever had much to do, the only clause

probably by which three out of four of the Wynaad planters would be affected, is Section 7,—whereby prompt and sufficient punishment is inflicted for desertion or disobedience. In my experience (which is one of 23 years) the working of that clause is very satisfactory, and it affords, when properly carried out, all necessary protection to planters in carrying on the work of an estate. It (Section 7) was, however, much too simple, direct, and devoid of quibble to suit lawyers or philanthropists: so it was overlaid and almost pressed to death by subsequent legislation. To that, however, I need not now allude, as recent decisions of the Supreme Court have reasserted the authority of Section 7. Any laborer (this, I believe, comprises Canganies—whose status, indeed, should be ignored by law) deliberately disobeying any reasonable order—or leaving the estate without giving any notice, is liable to an imprisonment of from one to three months. This affords ample protection to the planter. *Experts crede.*

With regard to lengthened engagements, you will find valuable information in Mr. Cayley's pamphlet. I can give you none. I think it is quite right that Government should give employers and employed facilities for forming lengthened engagements, and should enforce on each party to the contract full observance of their respective duties as laid down. But, individually, I have always been opposed to long engagements. I view it in this light—*which do coolies prefer—short engagements, or long? Short, certainly. Then, which estates will be most popular with coolies, and, consequently, in the long run, best supplied with labor? Those which offer the labourer a short engagement, or those which insist on a long one? the former.* I have acted on that. I like keeping the same men in my employ; I have many men with me now who were with me 16, 18, even 20 years ago; but I have never made long engagements. Mr. Cayley's pamphlet and the Ordinance No. 5 of 1841, leave little more for me to say, but I add a few suggestions.

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Sickness and death are very often caused by bad, unwholesome, and insufficient accommodation. Your Government should look to this, especially now, if forming a new code of regulations for the Wynaad. The planter who will not grudge champagne, port wine, quinine, or any amount of personal trouble to a sick coolie, will often grudge (at least will not bestow) the amount of care and forethought, in the planning and management of lines, necessary to prevent or to route sickness. Perhaps it would be well to appoint an Inspector of Coolie lines for a district. Speaking as an old planter, I should hail with delight the appointment of such an official, even in Ceylon. And that, upon the whole, we in Ceylon make our coolies tolerably comfortable, is, I think, sufficiently proved by the enormous exodus annually taking place from your shores to ours.

Sickness.—When a coolie has been for weeks or months unwell, and has drawn all the balance of pay due to him, I think he should be legally entitled to a small pittance, say three rupees a month, till his recovery, (I speak with reference to rates of pay in Ceylon, where nine rupees a month is the common monthly pay of an able-bodied coolie). The man's illness may very often be owing to his own imprudence or vice; still he should not be left to starve. Many planters would feed a sick coolie till well, some perhaps might not. It should not be left to chance or charity.

Accidents.—I think any coolie meeting with any severe accident, while at work (such as a chance blow with an axe, a stone rolling, a tree falling, or anything similar) should be legally entitled to half pay while disabled. I have long acted upon that principle.

Canganies.—I do not think that Canganies should be recognized as having any legal "status" differing from that of coolies. I select a good intelligent man, and make him a Cangan (i. e., put him in charge of a working gang instead of working himself). He receives higher pay, and has more

responsibility. It would be most unfair and unwise that because such coolie is (whether temporarily or permanently) put in a situation of more trust, and more emolument, he should be less stringently bound by any labor ordinance than when he was a common coolie. You might as well exempt the Non-Commissioned Officers of an army from martial law.

Monthly Payments.—The Government should not insist upon this. Where the coolie is not indebted to the estate, by all means let him be entitled by law to claim his monthly pay—very shortly after the end of each month, if he so choose. But do not let Government make monthly payments compulsory on the planter. I find that coolies much prefer (if they can trust their master, and know that their money is safe) to allow two or three months' balances to accumulate in his hands. Like the recruit they say, that if they only get one month's pay at a time, they are certain to "lavish it."

And now, if you will allow me, I will give a few hints for the benefit of individual planters. Probably many gentlemen in the Wynaad are better qualified to speak on this subject than I am. I know many in Ceylon are. Still, if a man has been doing the same thing for 23 years, if it were only to peg boot-soles, he should by that time know pretty well how a boot-sole should be pegged. And as for 23 years my attention has been much directed to the organization and management of Indian labor, that must be my excuse for writing more on the subject. First, (though it is a very trite observation) all that legislation can do for planter is very little. Good legislation (*i. e.*, legislation which is at once simple, summary, and just) will help them; but all the legislation in the world will neither bring labor to an estate, nor keep it there long when brought. The only way to procure labor, to keep it, and to make it valuable, is to OFFER SUFFICIENT INDUCEMENT. If a coolie finds himself comfortable and well paid on an estate,

he will, as a rule, (after he has got a little training and experience) cheerfully submit to such rules and regulations as the planter thinks fit to carry out. Whereas, if uncomfortable or discontented, all the laws in the world will not make him a willing or useful labourer. I am, as I confessed in a former part of this letter, very ignorant of all recent legislation regarding our Indian labor. But I know that I have seldom much difficulty in procuring, or keeping, a sufficient number of healthy, able-bodied, quiet coolies, for the properties under my charge (at present, I have about 870 hands on 900 acres) and I find it easier to procure labourers for four estates now, than for one twelve years ago.

I think some very serious errors are prevalent regarding the proper treatment of Indian labourers. In the letter of the Calcutta Correspondent in the *London Times* of January 6th, I find the following:—"Let any one have much to do with "Indian coolies, and he will soon see that they do not "understand gentle words or manners. They would think "the Sahib who used them so a fool, and they would plunder "him without mercy." I have often heard a similar opinion expressed.

I give the above statement the most direct and unqualified denial.* Of course, there is such a thing (not very common, however, in the European treatment of natives) as senseless and excessive indulgence, or unwise and unmanly pandering to prejudice and casté. That is not kindness. But if a planter is firm and consistent in his treatment of his men, if every man in your employ knows (as he soon will know) that for any bad conduct or neglect of duty he will be punished, not hastily nor on the spur of the moment, but

* I cannot quote higher authority than that of General Jacob (of Jacob's Horse), who recorded it as his opinion that "the best way of treating Asiatics was "by a blending of sternness with familiarity;" with that I quite agree. Let the coolie know that the sternness will be forthcoming if called for, and there is little danger from the familiarity.

deliberately and severely, then the milder and more gentle he is in manner, the better. The coolies will obey him quite as well, and will respect and like him much more, than if his manner were harsh and rough.

I thought the old saying, "*suaviter in modo, fortiter in re*" was considered to be of universal application. The *Times* Correspondent, however, seems to think it quite a blunder in dealing with the natives of India.

I have had considerable experience of Tamils. I have now men from many different districts, from Salem in the north down to Palamcottah and Tuticoreen in the south, and men of many different castes; men by scores who have been with me for very many years, men by hundreds who have formerly worked on other estates, or who have newly come from their villages. And as regards any difference in the tractability or docility of the men, or any difference in the requisite mode of treating them, it is very microscopic indeed. The chief difference is, that men who have been on the estate for several years, are (especially if they came young) much superior in most respects to new hands, and much more valuable; just as much superior, in fact, as able seamen are to newly joined landsmen, or veterans to recruits. They drink rather more than new hands, I confess; and if they break each other's heads they do so more effectually.

With these large gangs (nearly 900 at present) I never find it necessary to use men roughly or to strike them. Yet it is but rarely that I have to repeat an order twice. Though our men are never struck, they are sometimes flogged. In any case of theft, woman-striking, quarrelling, or insubordinate language to a Cangany, a Jury of seven (frequently named by the conductor, in more serious cases by me) selected out of the most intelligent and trustworthy coolies, is formed, and the case is tried in the lines in the evening. The sentence is reported to me the next morning. It is generally a fine of from one to five or seven shillings; the man who reports to

me the decision of the Jury brings me the fine, which generally goes to purchase little luxuries for the sick. For aggravated cases, such as two beating one, or theft, a flogging of 6 or 8 lashes with a Cangany's rattan is sometimes the penalty. I think four lads have been flogged within this twelvemonth. A man is rarely flogged; if a man has done anything deserving such punishment, I should often prefer discharging him, or sending him down to the Magistrate.*

I find this Jury-system answer admirably, it saves the planter much trouble, it enlists the intelligence and good feeling of the men on the side of law and order; in fact, it educates them, and teaches them to govern themselves.

If a man is sentenced to flogging for insubordination or using indecent language to a Cangany (and, in such cases, the Jury is composed entirely of coolies, so that a man is really tried by his peers,) he is put in arrest and flogged the next morning. I have never had occasion to flog the same man twice. The coolies have great faith in the system—it works of itself now. I often know nothing of any little disturbance that may have taken place, till a man comes up in the morning, and lays six or eight shillings on my desk. "What is this for?" "There was a quarrel between two men two nights ago, Sir; the case was tried last night; that's the fines." One friend, a relative of the culprit, is put on the Jury. Any appeals against their sentence are very rare. The accused does not know till the last moment what men are going to try him, so he has little opportunity of trying to bribe or persuade them.

The experience of others confirms what I have said as to

* I have ordered a Cangany to be flogged for a violent assault on a woman. That was many years ago; but he got his dozen so severely, that I have scarcely ever had occasion to flog any man for woman-beating since. I may mention that that Cangany was the only one who had come as a Cangany to the Estate, (my Canganies, as a general rule, are promoted from the élite of my own men). His gang, however, did not seem to consider that their Cangany being flogged was any business of theirs—and did not give the smallest trouble in the matter.

the inexpediency of bullying coolies. (One gentleman, Superintendent of one of the Estates I have charge of (I work two, with nearly 400 men on them, myself; two with about 500 men on them, always including boys and women, through European superintendence) writes, "I consider striking coolies simply absurd—in fact, cowardly." He goes on to say, "Insubordination is a thing we don't understand on this side the hill whatever I tell a man to do, he does it, and no more about it, though it were to go to Kandy (19 miles off) at 1 A. M." I have heard other gentlemen remark how quiet, well-conducted, and amenable to discipline they had found the coolies on those estates.

Personal violence on the part of the master is, I believe, unknown in large establishments and manufactories at home. A master-manufacturer, a Colonel of a Regiment, a gentleman with a number of domestics, does not find it necessary to use personal chastisement, even if unnecessary among Englishmen, how much more necessary among Asiatics, who have a natural awe for a white face, and who dread the quiet wrath of a justly irritated master, more than they dread any number of their own countrymen.*

The man who can command his own temper will rarely have any difficulty in commanding coolies.

As to means of managing. The most essential part of Estate discipline is to exercise great care in the selection of your Canganies (Foremen). It sometimes happens here (though rarely) that a cooly who would not otherwise have been promoted is made a Cangany because he brings a large, fine gang of able-bodied men, to the estate, (a man bringing a small gang, and asking to be taken on as a Cangany is laughed at). But, as a rule, the coolies most remarkable for

* I have been amused at noticing the sudden hush that would come upon a parcel of 15 or 20 half-drunk coolies, squabbling in the lines, when the planter suddenly walks in and sits down in the middle of them. How intensely silent, they become!

intelligence, good conduct, and long service, for some or for all of these combined, are selected for Canganies; the élite of the Canganies, irrespective of caste, are made conductors. (I don't even know what caste some of my Canganies and conductors are). Of the four conductors on these four Estates, (some receiving £5 a month, and not one knowing a word of English) all were working here as common coolies within the last 15 years.

This system of promotion by merit gives the European immense facilities in managing large bodies of men. In the first place, all the situations of superior trust and importance being filled by carefully selected men, these men naturally exert themselves to shew that they are worthy of the confidence placed in them, and to support the planter's authority. So that I generally find honest and hearty co-operation on the part of the Canganies and conductors, in maintaining order and in carrying on the work.*

And, secondly, (and this is of immense importance) the system of selection leavens the whole mass. Every youngster knows that, in course of time by good conduct, he has a chance of rising to be a conductor. And no leading cooly who has been long on the estate, and has won a good character, is likely to run the risk of forfeiting his claim to the next Canganiship that may become vacant, by joining others in any disorderly conduct. And if out of 870 men on the property, the 50 or 60 Canganies and leading men always do their duty, there is little to fear from misconduct, on the part of any of the others.

Gang-Canganies are by no means the only medium by which men can be procured for an estate (though many people appear to think so). By a system of small advance, and other inducements, I manage to get very many without Canganies. And as you require a Cangany to every 25 or 30

* It may be objected that in this "promotion by merit" it is, not the really best or most trustworthy men who are likely to be selected, but the sneaks and sycophants. Yes, that will be the case—where the master is a fool.

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men, to work them properly, so, as I have many men without Canganies, I have many Canganies without gangs, all of whom have been promoted to be Canganies on account of efficiency and good conduct, and because I required their services in that capacity. But, such a thing as a Gang-Cangany simply confining himself to working his own gang in the field, is unknown. The men are drafted off to different works according to their size and ability, and a Cangany may often not have half a dozen of his own men directly under him.

In fact, the system very much resembles that of a regiment, and the Canganies hold the position and fulfil the duties of Non-Commissioned Officers.

I think, as a rule, Gang-Canganies do not work their men so strictly in the field, as Canganies promoted for merit. But a few of them are useful, they are more strict in turning their men out regularly in the morning, and in not permitting skulking. As their own rate of pay is in great measure regulated by the amount of pay earned by their gang during the month, (not merely by the number of names in the check-roll,) self-interest makes them turn their men out.

Advances.—In the Estate, every weekly or fortnightly, advance of money should always be given into each coolie's own hand, never advanced to him through his Cangany. The propriety of this is self-evident.

Payment.—Every coolie should get his pay direct from the planter, except in one contingency. If, after a gang has worked on the estate for several months, the Cangany (who is, perhaps, responsible to you for £12 or £15 advanced), says, "Sir, none of these men have yet re-paid me the advances I made to them in their villages," then as the men have voluntarily chosen to become that Cangany's debtors, and to join his gang, instead of coming to the estate as free men, it is perfectly fair, I consider, to hand over one or two month's pay of the gang to the Cangany so that

he may square up with you. If a coolie remonstrates, I tell him, "It was your own choice borrowing money from that Cangany and joining his gang; the Cangany is answerable for that money, and I must secure its re-payment." There is little risk, however, of a Cangany cheating his men much because he knows that if he did, his men would probably pay up their debts, and, immediately after crop season, would join "master's gang," where they would always be sure of getting their own pay. So, I find half the men being in my own gang is a capital check on the Gang-Canganies.

Some of the most intelligent of the Gang-Canganies have remonstrated with me on taking men into my own gang. Like Othello, they dread to find "their occupation gone," and have asked me, "What is to become of us, if all our coolies join master's gang?" I pointed out to them that if all their men joined my gang, I would still require the same number of Canganies as before, to work them; and that, though their pay might be rather less if made "Staff Canganies," so to speak, than before, yet their liability to loss from bad debts would be much less too.

I would advise Superintendents to enforce cleanliness among their men, not only in and around the lines, but in their persons. The lines should be built with great regard to ventilation, and should be kept scrupulously clean. This can be done with a little care. I only recommend what I have practised for many years. The men are much healthier and happier in clean comfortable lines, and (a very important consideration) much more unwilling to leave the estate. The lines on a property near this, steep-roofed, thatched, many-gabled, white-washed, with little verandahs, and surrounded by dhaturas, bamboos, and oleanders, look like model cottages.

Lines should not be very large, nor built too close together. The more they are scattered about, the less danger will there be from filth, quarrels, strikes, fires, or contagious

diseases. Every estate, too, should have a small hospital, of several rooms, at some distance from the lines. The advantage of this is *incalculable* in checking the spread of infectious diseases. Two months ago, a batch of four boys arrived from the Coast; one after another, they all sickened of small-pox which they had caught on the journey. Each boy, the moment the symptoms were decided, was at once removed to the hospital, carefully tended, and kept apart. They all recovered, and no others on the estate caught it.

It is almost unnecessary to remark that every planter should get a vaccinator to visit the estate several times a year, to make sure that all the new arrivals and children are vaccinated.

With regard to sickness. It is not enough to say, as many planters say, "I tell any coolie who is sick to come to the bungalow for medicine." A sick coolie is often unwilling, and very often quite unable, to walk to the bungalow for medicine. A good man should be appointed, whose duty should be to visit all the lines once or twice a day, and immediately to report to the master any case of sickness.

As the planter should be legally entitled to compel the coolie to go to work every lawful day (when not unwell), it follows, as a matter of course, that the coolie should equally be entitled always to get work, whether it suit the planter or not. Sometimes in Ceylon when estates are overhanded, the men are kept in their lines one or two days a week. (I have in former years done so myself). This, however, is scarcely just, and strikes at the root of all order and subordination. If the planter can refuse to give work to Ramasamy for six days in September, before crop ripens, Ramasamy has an indubitable claim in equity to stay in the lines, should he so please, for six or eight days in the middle of crop, when every hour is of vital importance to the planter. As to no-work days caused by bad weather, no legislation is necessary; the coolie is only too glad to be allowed to go to his lines in

very wet weather. I have said nothing on the subject of warrants and the apprehending run-away coolies. Several ordinances there anent have been passed in Ceylon, but I do not know all their provisions. But if the Wynaad planters are true to themselves and to each other in this matter, by always promptly returning run-aways when found, they will be almost entirely independent of law and warrants. I always return another planter's run-aways when he sends a man to claim them, if I find on enquiry that the man has bolted without giving legal notice; and I often get back my own.

I must apologize for the length of this letter, but I take great interest in the subjects treated of. Perhaps I am, naturally, rather prejudiced in favor of my own system. Many of the Wynaad planters may act upon systems differing somewhat from mine, yet equally good, or better. However, possibly, they may find some useful information or suggestions worth attending to in parts of my letter.

I am,

Your's faithfully,

W. A. S.

P. S.—I notice a slight *apparent* inconsistency in what I have said. I speak of only half the coolies being in my gang, and yet say that nearly all the Canganies are promoted by merit, without bringing gangs. The explanation is, that often a man, promoted for merit without a gang, will exert himself to procure a gang.

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REPORT
ON THE
LABOUR LAWS OF CEYLON.
BY
RICHARD CAYLEY,
BARRISTER-AT-LAW.

THE LABOUR LAWS OF CEYLON.

REPORT *on the various Laws affecting IMMIGRANT LABOURERS IN CEYLON, drawn up at the request of the Committee of the Planters' Association, with a view to the Consolidation and Amendment of the Law relating to this subject.*

Arrangement of the Report. In drawing up my report upon the laws affecting immigrant labourers in Ceylon, I think it advisable, for the sake of perspicuity, to adopt the following arrangement :—first, I propose to consider the provisions of the Common Law bearing upon the mutual relations subsisting between the employer and the employed ; secondly, to trace the changes and modifications which this law has undergone by means of legislative enactment ; and lastly, to consider the subject with reference to future legislation.

1. *The Common Law.* The authorities upon the Roman Dutch Law, which prevails not only in the Maritime, but also in the Kandyan Provinces, with reference to matters in which the Kandyan Law is silent (which is the case with regard to the subject of this report), are not very explicit or comprehensive in treating of the mutual relations between master and servant. In the case of wrongful dismissal on the part of the master, or of desertion or misconduct on the part of the servant, the injured party has his Common Law remedy by civil action for damages, as in the case of the breach of any other contract. And it may reasonably be assumed that a promise by a servant to obey the lawful and reasonable order of his master, is as much implied by the Roman Dutch Law, as it is undoubtedly implied by the English Law. Moreover, by certain ancient Proclamations of the States of Holland, a

servant who leaves his service without legal cause, to be determined by the proper Magistrate, is made liable to a fine of £20 ; and a person hiring a servant, who is in the employ of another, before his term of service is expired, is liable to indemnify the former master for the loss he may have thus sustained (Van Leeuwen Comment Bk. iv. c. 22, § 2). It is further laid down by Grotius (Introd. Bk. iii. c. 19, § 13) that whoever dismisses his servant, without lawful cause, before the proper expiration of his service, must allow him full wages. It is also stated by Van Leeuwen (Comment. Bk. iv. c. 13, § 21), that the Common Law has left it uncertain whether servants are entitled to preference for their wages upon the goods of their masters, before all other running or simple contract debts, in case of the death or bankruptcy of their masters. The Insolvency Ordinance, however, of Ceylon (No. 7 of 1853,) to which I shall hereafter have to refer, has made express provision with reference to the latter case.

Beyond the above, I have not been able to discover, from the authorities to which I have had access, any material provisions of the Roman Dutch Law bearing upon the subject with which I am dealing. Nor, as far as I am aware, are there any important decisions of the Supreme Court of this Island, relating to the Common Law rights and liabilities of master and servant. In fact, the numerous Ordinances, which have been passed by the Ceylon Government, in connection with this branch of jurisprudence, seem practically to have superseded the Common Law, by more narrowly defining the nature of the contract entered into between the employer and the employed, and by supplying other remedies by which the rights and liabilities incidental to such contract may be maintained and enforced.

II. *The Ordinances.* During the last 30 years, no fewer than 12 different Ordinances have been passed relating to the status of servant or labourer in this Island ; and of these 12, 7 still remain either wholly or partially in force,

from which the law on this subject has to be deduced. The difficulty of determining the law, in any particular case, from so many enactments, obviously renders it advisable that, if the law relating to labour is to be amended by any future Ordinance, it should at the same time be consolidated.

Ordinance 5 of 1841. The earliest of the Ordinances still in force bearing upon this subject is the leading Ordinance No. 5, 1841, which contains the most important provisions now affecting the law of master and servant.

Implied monthly hiring in unwritten contracts. By this Ordinance it is enacted that an unwritten contract for the hire of a servant or labourer (interpreted so as to include Canganies by Ordinance 13 of 1858), except for any work usually performed by the day, by the job or by journey, shall be taken in law to be a contract for hire and service for *at least one* month, and to be renewable from month to month, and shall be taken in law to be so renewed by the parties, unless a week's previous notice or warning be given by either party to the other of his or her intention not to renew the same. So that (in the words of the judgment of the Supreme Court in the case No. 4927, P. C. Newera Ellia commenting upon the case No. 1183 P. C. Trincomalie) as soon as a day of the last week of the month has passed by without notice given, the parties must be taken to have renewed the contract for the following month.

Ordinary Estate Cooly a monthly servant. Much discussion has lately arisen as to whether an ordinary estate cooly is to be considered as a monthly or daily labourer under this Ordinance. There is a late decision of the Supreme Court (case No. 56,486 P. C., Kandy), affirming a judgment of the Kandy Police Magistrate, on this point. In that decision, the Supreme Court held that the customary position and treatment of the estate cooly, whose case was under consideration, were incompatible with the theory that he was hired by the day only. And the Court, in arriving at their judgment, laid stress upon

the stipulations made between the employer and the cooly, by which the cooly was engaged at "a daily rate of wages for every working day, these wages being payable monthly;" the Court considering that it would be absurd to look upon such a servant as a daily servant; since in such case, he might be discharged at the end of his first day's work, with almost a day's notice, and yet have to wait till the end of the month before he got his payment. In answer to the objection, pressed by the Counsel for the Appellant, that there would be no mutuality in such a contract, by reason that the cooly would be bound to serve for a month, while the employer would not be bound to pay him for more than the number of working days in the month, it was stated by the Court that no such exemption existed in law; and that if a cooly were willing to work during the whole month, the employer would be bound, on his monthly agreement, to pay the whole month's wages, whether there was work for him or not. The condition of this cooly, whose case was before the Supreme Court, with regard to his position on the estate and his general treatment, appears to have been the ordinary condition of coolies employed upon estates in this Island; and I am informed by the Secretary of the Planters' Association, that the mode of payment adopted in that case (upon which the Appellant mainly relied as rebutting the legal presumption of a monthly hiring, but which the Supreme Court assigned as a strong reason for arriving at the contrary conclusion) is the customary mode of payment adopted by Planters. So that the law, as above laid down, though not professing to establish a general rule, may be considered to have *practically* settled the question with regard to the monthly hiring of such servant.

Wages of monthly servant payable monthly. Master entitled to discharge his servant without notice, on certain conditions. Determination of the contract by misconduct. To return to the Ordinance No. 5 of 1841. It is further enacted that the wages of such monthly service shall be payable

monthly; and the master is entitled to discharge his servant or labourer, without previous notice, provided such servant or laborer be instantly paid his wages for the time he has served, and also for 15 days from the time of such discharge. Provision is also made for the determination at any time of such contract by the misconduct of either party in their relative capacity of master and servant.

Unwritten contract for the service of artificers. Section 3 of the same Ordinance has reference to the term of an unwritten contract for a journeyman artificer; such contract to be deemed in law to be a contract for one day only.

Contracts of hire for periods exceeding one month, but not exceeding one year. The Ordinance proceeds (Sec. 5) to make provisions relating to contracts for hire for periods *exceeding one month*. To the validity of such a contract, so as to subject any party thereto to the provisions of this Ordinance, the following requisites are laid down:—

Requisites for. The contract must be in writing; must clearly express its terms and conditions; must be signed by both parties, or, where they cannot write, by some person or persons duly authorized by them; must be acknowledged by the servant or labourer in the presence of one or more witnesses, who are required to explain the terms of the contract to the servant or labourer, and to certify on the back of the contract that the servant or labourer fully understands its terms and is desirous to fulfil them. And no contract for hire, if made for a period of service exceeding one year, is valid and binding under the provisions of this Ordinance.

It is to be observed that there is nothing in these provisions to render absolutely invalid either a contract of hire, which is not executed with the solemnities above mentioned, or a contract of hire for a period of service exceeding one year. But unless contracts for hire and service be made in accordance with the above provisions, they will not confer the rights or impose the liabilities created by this Ordinance.

Contracts of hire for periods not exceeding three years.

A late Ordinance, however, (No. 20 of 1861) has expressly enacted that contracts for the hire and service of persons, to be employed in Agricultural labour, may be entered into for any periods exceeding one month and not exceeding three years; and breaches of such contracts and misconduct of the parties thereto are made punishable under the Ordinance 5 of 1841.

Requisites for. For the validity of such contracts it is necessary that they should be in writing; should clearly express their terms and conditions; should be signed or acknowledged by the parties thereto in the presence of a Police Magistrate, or other person, expressly authorized for the purpose by the Governor; and it is laid down as the duty of such Police Magistrate, or other authorized person, to see that the contract is fully explained to the parties, and to certify on the contract that they fully understand its terms and are desirous of fulfilling them.

Contracts for hire of Pioneers, &c., to be employed by the Government. The provisions of Ordinance 20 of 1861, it will be observed, apply only to persons to be engaged in agricultural labour. But by an earlier Ordinance (No. 14 of 1845), certain Officers of the Government are empowered to enter into written contracts for the hire and service of Pioneers, labourers, workmen, &c., for any period not exceeding three years; and such contracts, as regards the mode in which they are to be entered into, and the rights and liabilities of the parties thereunder, are placed upon the same footing as contracts for any period exceeding one month and not exceeding one year, under Ordinance 5 of 1841.

Determination of lengthened service before its regular expiration. Section 5 of Ordinance 5 of 1841 contains a provision for the determination by either party of a written contract for service for a period longer than one month, by giving one month's previous notice. But contracts, which are entered into under the above-mentioned Ordinances, 14 of 1845 and 20 of

1861, are declared by those Ordinances not to be determinable before the expiration of the period specified therein, except by the mutual consent of the contracting parties, expressed in writing and signed or acknowledged by them in the presence of two or more witnesses, or except when the party contracting to be employed shall have been convicted of an offence or shall have become a prisoner or incapable of service, and his employer shall elect to determine the contract or except for some reason sufficient in law to set it aside. In the case of any incapacity to serve, the employer is bound to furnish the agricultural labourer (under Ordinance 20 of 1861) with adequate means of returning to his country; but there is no provision, in this respect, with regard to the Pioneer or workman employed by the Government under Ordinance 14 of 1845.

Penalties in breach of contract for service. I will now return to the leading Ordinance No. 5 of 1841, in order to consider the penalties attached to breaches or non-performance by either party of contracts for hire and service and to the misconduct of either party under such contracts. By Section 7 a servant neglecting or refusing to work *without reasonable cause*, or guilty of misconduct, or quitting his service without leave or reasonable cause, before the end of his term of service or previous warning, is made punishable, at the discretion of the District Court (*now* of the Police Court under Ordinance 13 of 1861), by forfeiture of all wages then due, if not exceeding the wages of one month, or for the period of warning specially stipulated for, and in addition, by imprisonment, with or without hard labour, at the discretion of the Court, not exceeding three months.

Reasonable cause. As to what should be considered reasonable cause, it is, of course, impossible to lay down any general rules. Cruelty on the part of the employer obviously suggests itself as a reasonable cause for desertion; and sickness on the part of the employed as reasonable cause for

neglect or refusal of service. But, in most cases, the reasonableness of the cause must be left to the discretion of the Court.

Qu. Whether non-payment of wages is reasonable cause for quitting service? There has been much question, as to whether a servant is justified in leaving his master's service, without notice, because his wages have not been duly paid. In the case No. 4927, Newera Ellia, in Appeal, the Supreme Court said, "we certainly are not going to lay down a general rule that servants, whose wages are at all in arrear, whether to a large or to a small amount, can leave their master's service without regular notice, or that they are not punishable under the Ordinance in question (5 of 1841) for so doing. Each case must be ruled according to its own circumstances, among which it is material to see, whether the amount of wages in arrear is considerable and of long standing, so as to make it a serious hardship on the servant to compel him to stay and work on without payment, till he can give a legal notice to quit, and until the term of that notice shall have expired."

Non-payment of wages, reasonable cause for repudiating the implied renewal of contract. In commenting, however, upon the case No. 1183 P. C. Trincomalie, above referred to, the Supreme Court said, with regard to the implied monthly renewal of service, where no notice to quit has been given, "as soon as the day of the last week of the month has passed by, without notice given, the parties must be taken to have renewed the contract for the following month; but the servant may be fairly taken to have renewed it for the following month, on the faith that his wages for the current month will be paid when they fall due. If they be not so paid, he may be held at liberty to repudiate the contract of renewal, which he made on the faith that the engagement would be kept on the other side, which the other party breaks when the time comes for keeping it, viz., at the end of the month when the wages fall due.

But, if he does not then at once repudiate it, he may then be taken to adhere to his contract of renewal, and cannot afterwards plead the non-payment of the old wages, as an excuse for leaving without notice."

Punishment for misconduct of servants engaged to go upon a journey. The 8th Section of the Ordinance relates to the punishment for misconduct on the part of servants engaged to go on a journey; making such servants liable to punishment by the District Court (now by a Police Court) by forfeiture of all wages, and by imprisonment, not exceeding three months, in case, after having engaged to go on a journey, and having received an advance of hire, they refuse or neglect to proceed on such journey or are guilty of misconduct.

Distance to be travelled and weight carried by such servants. It also provides for the distance to be travelled, and the weight to be carried by such servants. Two stages, or 25 miles, being the *maximum* in the one case, and 40 lbs. the *maximum* in the other; unless, in the latter case, it is otherwise especially agreed upon for a short distance only.

Set-off against wages, &c., for absence, breakages, &c. The 9th Section empowers the District Court, on any complaint made by a servant against his employer for non-payment of wages, damages for breach of contract or misconduct, to make an abatement out of any sum to be awarded to the servant, for such time as the servant shall have been absent without permission from or neglecting his work, and also for breakages or damage done by the servant to the property of his employer; unless such absence or neglect is owing to sickness or some reasonable cause.

No set-off for medical expenses. No abatement, however, is to be made for the expenses of medical attendance. In this last particular the law is assimilated to the law of England; for, although, by the English law, a master is not bound to provide medical attendance for his servant in hus-

bandry or his menial servant, even though the illness of the servant arise from an accident, which occurred whilst he was performing the duties of his situation; still, if the master send for a medical practitioner for his servant, whilst under his roof, he is liable and cannot deduct from the servant's wages the expenses occasioned thereby.

Wages of servants a first charge upon the master's estate. While considering the subject of wages, I may here refer to an important enactment of the Ordinance 20 of 1861, (the Ordinance relating to contracts for lengthened periods of service) which provides that wages (limited to 6 months' wages) due upon a contract made under that Ordinance, are to be a first charge against the estate or property on which the labourer shall have been employed, and shall be recoverable by suit against the party for the time being in possession of the said estate or property. Such charge, however, must be enforced within 6 months after the termination of the contract or service.

Claim for wages enforceable before a C. R., though exceeding £10. And it is also provided that claims for wages may be enforced before any Court of Requests, having in the other respects jurisdiction in that behalf, although the amount in suit may exceed the sum of £10.

Claim for wages against estate of Insolvent. Moreover, by the Insolvency Ordinance (No. 7 of 1853) it is provided that, when any Insolvent shall have been indebted, at the time of filing the petition for the sequestration of his estate, to any servant, labourer, &c., in respect of his wages, the Court shall be empowered to order as much as shall be due, not exceeding 3 months' wages, and not exceeding £30, to be paid to such servant, labourer, &c., out of the estate of the Insolvent, and the servant or labourer is allowed to prove for the surplus.

Penalties upon employers not acting up to their contracts, or giving false characters. *Penalties upon servants falsifying character, &c.* The remaining enactments of the Ordinance 5 of 1841 re-

late to penalties upon employers refusing without cause to act up to their contract, on persons giving false characters and on servants making false statement of, or denying former employment, or altering their characters.

The Ordinance 15 of 1858. The next Ordinance, which I have to notice, is No. 15 of 1858, which is intituled, "An Ordinance for the Regulation and Promotion of Immigrant Labour." This Ordinance contains a number of elaborate provisions for the appointment and powers of a Body Corporate, under the name and style of the "Immigrant Labour Commissioners," who were to have the management and superintendence of all affairs relating to the immigration of cooly and other labourers into Ceylon. This Ordinance, however, it would appear, did not produce any satisfactory result; for, after an amendment by Ordinance 10 of 1859, it was finally repealed *in toto* by Ordinance 12 of 1861.

The Immigrant Labour Ordinance, 1859. The Ordinance 15 of 1858 was succeeded in the following year by the Ordinance 15 of 1859, which is shortly intituled, "The Immigrant Labour Ordinance, 1859." The object of this Ordinance, as denoted by its title, was to promote and regulate the employment of Indian labourers on lengthened terms of service, and to give validity to contracts of service entered into in India, for periods not exceeding three years, so as to render them as effectual in all respects as if entered into in Ceylon, according to the law and practice existing here at the time of making such contracts. This Ordinance, however, was disallowed by the Home Government so that no contract can now be entered into in India for lengthened periods of service, so as to give the parties to it the rights, and attach to them the liabilities, created by the Labour Ordinance of 1841.

Ordinance 20 of 1861. The last Ordinance, relating to the hire and service of labourers, is No. 20 of 1861. The principal enactments of this Ordinance, which is confined to agricultural labourers, have already been adverted to. This Ordinance, in-

deed, may be considered as the leading Ordinance relating to contracts for lengthened periods of service. Two of its important provisions, not hitherto noticed, may be here referred to.

Penalties upon persons seducing labourers from their service.
Evidence of contract. One imposing penalty upon persons seducing from their service, or knowingly employing, harbouring, or concealing labourers in the employment of others under that Ordinance; the other enacting that the contract, made under that Ordinance, when produced in evidence, bearing the certificate of the Police Magistrate, or duly authorized person, as required by the Ordinance, shall be *prima facie* evidence of the matters and things contained therein.

Provision for the proper accommodation of Immigrants on their voyage from India. Two Ordinances were passed during the last Session of the Legislative Council for the protection of Immigrants from India, namely, No. 10 of 1862 and No. 17 of 1862. Ordinance 10 of 1862 extends the provisions of the Ordinance No. 1 of 1860, (which is an Ordinance to prevent the overcrowding of vessels carrying passengers in the Gulf of Manaar and Palk's Straits) to the case of vessels carrying native passengers from any port or place, under the Presidency of Fort St. George, or from Chittagong, or from any port in the Province of Orissa. The Ordinance imposes a penalty upon Masters or Tindals of unlicensed vessels overcrowding their ships with native passengers, and upon Masters or Tindals of licensed vessels not acting in accordance with their license, with respect to the number and the proper accommodation of their passengers, or having proceeded on their voyage and arrived in Ceylon, without having been furnished with provisions and water, according to a certain scale. A penalty is also imposed upon Masters of vessels landing passengers, without their consent, at places other than those at which they have contracted to land.

Employers to make returns of the number of Indians in their service, &c. The other Ordinance (No. 17 of 1862) is the Ordinance to ascertain the proportion of mortality

amongst the natives of India employed in agriculture and other labour in Ceylon. By this Ordinance, employers are required to make quarterly returns of the number of Indian labourers in their employ, and the number of those who have died in their employ during the three months previous to the making of the return, and the probable cause of death in each case. The Ordinance also empowers the Government Agent of the Province, or some other person appointed by the Governor, to examine employers about the truth and correctness of their returns, and imposes penalties upon persons not making such returns or making false ones. These returns, moreover, are to be forwarded to the Colonial Secretary, and a general abstract of them published in the *Gazette*.

Natives of India prohibited from entering into contracts for service abroad. The only remaining Ordinances, to which I need refer, are the Ordinances No. 3 of 1847 and the Road Ordinance of 1861, No. 10. The former of these is an Ordinance to prohibit natives of India from entering into contracts in this Island for labour to be performed in any British or foreign Colony, beyond the limits of this Island, and without the territories of India, and from emigrating from this Island to any such Colony for the purpose of employment as labourers.

Indian Coolies exempt from compulsory labour on the roads. The latter of these Ordinances exempts Indian Coolies, in search of, or employed in agricultural labour in this Island, from the compulsory performance of labour on the roads.

Contracts of service exempt from Stamp Duty. It may lastly be observed that agreements for the hire of any labourer, artificer, manufacturer or menial servant are exempted from Stamp Duty.

III. *Resumé of the Law.* The law, then, as it now stands, may be thus briefly summed up :—It defines generally the unwritten contract of hire and service as a contract

of hire and service for at least one month; declaring such contract to be renewable from month to month, and to be deemed in law to be so renewed unless proper notice be given: it entitles the servant, where wages are not payable monthly, but at a daily rate for each working day, if willing to work, to receive his whole monthly wages, whether there is work for him or not: it entitles the employer under such contract to discharge his servant or labourer without notice, upon payment of all wages due and wages for 15 days from the time of such discharge; it provides for the determination of the contract by the misconduct of either party: it makes provisions for written contracts for periods of service exceeding one month, but not exceeding three years, by which the interests of the servant or labourer are well protected: it determines such lengthened contracts, entered into with agricultural labourers, before their regular expiration, by mutual consent expressed in writing, by conviction, imprisonment or incapacity of the employed; requiring the employer in case of such incapacity to furnish the labourer with adequate means of returning to his country: it imposes penalties upon persons seducing from his service the labourer who has contracted to serve for a lengthened period: it punishes the desertion or misconduct of the servant or labourer by forfeiture of wages and imprisonment: it regulates the weight to be carried and the distance to be travelled by the servant engaged to go upon a journey: it imposes a penalty upon the employer for not acting up to his contract, and upon the employed for making false statements of his former employment or altering his character: it makes wages due upon contracts for lengthened periods of service, a first charge upon the estate of the employer, and provides for the payment of wages, to a certain amount, in full out of the estate of an Insolvent master: it requires Masters of vessels, conveying Immigrants from India to Ceylon, to provide proper accommodation and food for their passengers: it exercises a supervision over employers of Immi-

grant labour, by requiring them to make quarterly returns of the number of labourers in their employ, of those who have died in their employ, and of the probable cause of death in each case: finally, it protects the immigrant labourer from being led into contracts to serve abroad and from compulsory labour upon the roads in this Island.

Present state of the Law, in most respects, satisfactory. The Law then, as it now exists, seems to place the mutual relation of master and servant upon a fair and reasonable footing; sufficiently protecting the interests of the master and not pressing unduly upon the servant. It appears to me, therefore, that the law, so far as regards this relation (especially since the important decision of the Supreme Court in the case above referred to, No. 56486, Police Court, Kandy,) though it might with great advantage be consolidated, does not call for amendment in any very material particulars. But, although the legal rights and liabilities incidental to the contract between the employer and the employed appear satisfactory, the means of maintaining and enforcing them are not equally so.

Means of enforcing the Law not equally so. Each party has his common law remedy by civil action against the other; and the employer may proceed against the employed, under the Ordinance 5 of 1841, in a Police Court, for neglect, misconduct or desertion, and the employed may proceed, under the same Ordinance, against the employer for breach of contract or misconduct. But there are no effectual means by which disputes between master and servant may be simply and finally settled, or by which the servant, who deserts his service without reasonable cause, may be compelled to return to his employer.

Jurisdiction of Justices of the Peace in England, over master and servant. By virtue of several statutes, Justices of the Peace in England have a peculiar jurisdiction over servants in husbandry, manufactures, journeymen and labourers, by

which they are empowered to hear and determine all complaints, differences and disputes arising between masters and such servants, and to make orders for the payment of wages and to grant warrants for the recovery of such wages by distress and sale of the master's goods. They are also empowered to punish the servant for misconduct by imprisonment, abatement of wages, or by discharge from his service; and to give the servant his discharge, in case of mis-usage, refusal of necessary provisions or ill-treatment, on the part of the master: 20 Geo. ii. c. 19; 31 Geo. ii. c. 11; 4 Geo. iv. c. 34. In these cases, an appeal lies from the order of the Justices (except in the case of an order of commitment) to the next general Quarter Sessions. But by 4 Geo. iv. c. 34, the order is final and conclusive, when it is made for the payment in a certain time of the amount of wages that appear to be due; but not so, it seems, for any other purpose. A somewhat similar jurisdiction for the final settlement of disputes between master and servant might, perhaps, be advantageously given to the proper Magistrate in this Island.

The alternative of committal or return to work considered. Again, in cases of desertion or refusing to work, the punishment by imprisonment is a loss to the servant, and, excepting as a warning to others, can give no satisfaction to the employer. The servant may be imprisoned for a longer time than he has yet to serve under his contract, and his punishment is an equal disadvantage to himself and his master. For although, when a deserting servant is brought up before a Justice of the Peace or a Police Magistrate, he may agree with his master to return to his work, and his master may thereupon decline to prosecute the charge; still, as the law now stands, the justice has no authority to force the servant to resume his service, or even to give him the option of committal or return to work. If the power of setting this alternative before the defaulter, with the consent of the master, and of making a valid and final order for the servant's return,

if he shall have elected to resume his service, were legally given to the Justice, I think it would be equally beneficial to the employer and the employed.

Difficulty of apprehending the deserter. Again, in cases of desertion, much difficulty must frequently have arisen in apprehending the deserter. For (apart from the question whether Justices of the Peace, who are not also Police Magistrates, have the power of issuing warrants at all in Police Court cases) it has been decided in a late case by the Supreme Court that the Police, who are established under the Ordinance 17 of 1844 (and who, I believe, practically form the main Police Force of the Island) are not bound to execute warrants, unless these warrants are directed to the Superintendent of the Force, who necessarily often resides many miles from the estate which has been deserted by the labourer; and the runaway, in the meantime, is enabled to escape. I am informed, however, by the Queen's Advocate that an Ordinance, relating to Justices of the Peace, is now in preparation, which expressly empowers Justices of the Peace to issue warrants in Police Court cases. And an Ordinance has passed the Legislative Council this Session (No. 5 of 1863,) empowering the Governor by Proclamation, to establish a Police Force in any place in the Island, other than large towns, though such Force be not maintained in the manner prescribed by the Ordinance 17 of 1844, and to declare that certain provisions of the said Ordinance shall come into operation in such place. The present disadvantages, therefore, which Justices of the Peace have to contend with in the issuing and execution of warrants, may possibly henceforth, to a certain extent, be remedied.

Mr. Wall's suggestions considered. In an extract of a letter from George Wall, Esq., M. L. C., to the Secretary of the Planter's Association, which the latter gentleman has communicated to me, it is suggested that the original Draft of the Merchant Shipping Ordinance, (*Gazette*, 29th August, 1863,) would supply a perfect model of a Bill to meet the wants of the

planters. Mr. Wall especially refers to clause 17, and part 4 of clause 18, relating to the agreement entered into with seamen; to clause 45, enacting that wages are not to accrue during refusal to work or imprisonment; to the Discipline clauses 72 &c.; to clause 75, relating to punishment for desertion; to clause 78, empowering the Master or owner to apprehend deserters without warrants; to clause 79, enacting that deserters may be sent on board in lieu of being imprisoned; to clause 82, giving facilities for proving desertion; and to clause 89, imposing a penalty for enticing to desert or harbouring deserters. Mr. Wall also expresses an opinion that engagements with labourers, employed in Coffee estates, should be for *crop*, in the same way that engagements with seamen are for the *voyage*, under the Merchant Shipping Ordinance. Many of the above provisions of the Merchant Shipping Ordinance could, no doubt, be made applicable to the case of the employer and the employed in agricultural labour. And, as Mr. Wall suggests, there could be no hardship in subjecting coolies to the same conditions as our own countrymen; the Merchant Shipping Ordinance being a counter-part of an Act passed by the Government at home on the same subject. It may be observed, however, with regard to many of the points referred to by Mr. Wall, that the law affecting masters and agricultural servants already contains provisions corresponding to many of those set forth in the Merchant Shipping Ordinance. And wherever the law is already satisfactory, I think it would be more advisable, in any new Ordinance, to preserve in their very words such provisions as it may be deemed expedient to retain, than entirely to remodel the law; especially, as many of the previous enactments have been the subject of judicial decision and their meaning explained and determined. How far it would be advisable to substitute in general unwritten contracts (for, of course, when the contract is in writing any term not exceeding three years may be expressly stipulated for) the uncertain period of a *crop* for the certain periods of a monthly hiring, I am unable to form

an opinion. The analogy between a voyage and a crop, suggested by Mr. Wall, holds good in many respects. But there is this important distinction; that although "a voyage" (in the words of Mr. Wall) "is much the same sort of uncertain period as a crop," still, when the former is completed, there can be little question as to the time when it began and when it terminated, whereas the precise commencement and ending of the latter may be the subject of much dispute and contention.

There is nothing in the present law of master and servant analogous to the apprehension and temporary detention of deserters by their employers *without warrant* provided for by the Merchant Shipping Ordinance. Such a provision, if properly guarded from abuse, might be valuable; but it must not be forgotten that an enactment of this nature, subjecting labourers to a sort of Military discipline in this respect, might injuriously affect the supply of labour, by deterring immigrants from seeking employment in this Island; especially, if the proposed new Labor Ordinance is (in accordance with the resolution of the Committee to that effect) to be translated into different languages of India and generally circulated in that country.

Resolution of the Planters' Association considered. At a Meeting of the Planters' Association, held on the 5th September last, it was resolved that the Ordinance of 1841 is not sufficiently explicit or comprehensive; that, while it gives the cooly the privilege of claiming the whole month's wages, if he choose to work for it, it is insufficient for the protection of his employer, who may be deprived of his services at a week's notice: that it would be desirable to require both employer and employed, each to give the other one clear calendar month's notice before ceasing the connection; and that all verbal engagements should be considered engagements by the month. With regard to this resolution, it may be observed that the cooly cannot leave his master's service *at any time* by giving a week's notice, but that, on his monthly contract, he is bound

to serve for one month *at least*; but, if he choose to decline to serve for the following month, he can do so by giving notice seven days before the expiration of the current month: and if such notice is not given, he is bound to serve another whole month from the expiration of the first. So that, though a cooly can require his month's wages, the master can always keep him to the end of the current month, and the mutuality of the contract appears, thus far, to be reasonable. If the employer and the employed were required, each to give the other a month's notice before ceasing the connection, then, unless the notice were given on the day that the service commenced, the first contract of hire would virtually be for two months, and the renewal would always be for two months, if the last day of any month were passed by, without due notice given. Such a provision, though it would require some alteration in the existing enactments, might, without much difficulty, be introduced. With regard to the 2nd part of the Resolution, it may be observed that all verbal engagements, for the hire of servants, &c., are *already* deemed in law as engagements for one month at least, except in the case of work usually performed by the day, by the job, or by the journey. To make *all* engagements (without these exceptions) engagements for a month, unless otherwise *expressly* stipulated, would, I think, be likely in many instances, to cause no less embarrassment to the employer than to the employed. The question, whether the work commonly performed by the estate cooly should be considered work usually performed *by the day*, mainly (as has been observed) hinged on the mode of payment adopted in his case, his wages being payable *at a daily rate*. If there is still any doubt on this subject, provision might be made that all unwritten engagements (with the above exceptions) should be considered engagements for a month, notwithstanding that the wages are made payable daily or at a daily rate under such engagements.

The extension of clause 6 of Ordinance 20 of 1861 to *all*

engagements, which formed the subject of the 2nd Resolution at the Meeting above referred to, would be valuable, especially of a provision requiring the servant to give his master a whole month's notice to quit were (in accordance with the 1st Resolution above-mentioned) made part of the law. Where the servant can close the contract at the end of any month by a week's previous notice (as the law stands at present,) a crimp, I apprehend, would be more likely to wait for the legal termination of such service, than incur the penalty upon himself, and run the risk of losing the labourer by inducing him to desert before the proper expiration of his monthly hire.

Suggestions for a new Ordinance. With regard to the proposed new Ordinance, I would suggest that it should consolidate, as much as possible, the whole law bearing upon this subject, retaining the Ordinance 5 of 1841 in most of its material provisions. That facilities should be given for the settlement of all disputes between the employer and the employed, by the Police Magistrate, somewhat analogous to the law of England; that provisions should be made empowering Justices of the Peace to issue warrants for the apprehension of deserters (unless the new Justice of the Peace Ordinance is passed containing such provisions) and for facilitating the execution of such warrants by the Police; that power should be given to Justices of the Peace, to offer to the deserter, when apprehended on a charge of desertion without reasonable cause, (in case of the first offence, and with the consent of the master,) the alternative of committal or return to his work, and the Police Magistrate when satisfied of the prisoner's delinquency, the alternative of punishment or return to work; and the Court should be authorized in each case to make a valid and final order (enforceable on pain of imprisonment) for the servant's return, if he accept that alternative. To what extent non-payment of wages is a reasonable cause for desertion, might be more strictly defined. And, if thought practicable, some provision might be made for ensuring the full

validity of contracts entered into in India for hire and service in this Island.

Finally, a heavy punishment should be imposed upon Canganyes and others receiving advances for the purpose of engaging labourers, by means of fraudulent misrepresentations, or fraudulently misappropriating such advances. I mention this last subject, as it is generally supposed that the law relating to obtaining money under false pretences, and that relating to fraudulent bailees, which are the creation of legislative enactment in England, do not prevail in this Island; and the question whether such cases can be brought under the Roman Dutch Law of Theft, is now under the consideration of the Supreme Court, and has not yet been settled.

A new Ordinance, consolidating the law, as far as may be deemed expedient, and containing a few additional provisions, such as those above suggested, would, I think, meet the requirements of the case, and, while sufficiently protecting the interests of the master, would not press unfairly upon the servants, or be of such a nature as to discourage immigrants from seeking employment in this Island.

RICHARD CAYLEY,
Barrister-at-Law.

COLOMBO, 24th November 1863.

P.S.—Since the above Report was written, the points reserved by the Judge at the trial of the case of *Reg. v. Arnasalem Cangany*, have been decided by the Supreme Court. In that case, the prisoner was charged with obtaining money under false pretences, and with theft. The false pretences alleged were that he represented to the prosecutor that he had 20 coolies employed under him, as their Cangany, and that he was able and ready to bring twenty coolies to the prosecutor to work under him; whereas, at the time, the prisoner had only four coolies under him. Upon this representation

the prisoner obtained a money order for £10, and within four days of obtaining this order (which he had got cashed) he went with his four coolies to another estate, where he engaged himself and his coolies to work. The prisoner was convicted on both counts of the indictment. The Supreme Court held that the conviction on the count for obtaining money under false pretences was right, but the conviction on the count for theft was erroneous; the Court being of opinion, (1) that the crime called by the Roman Dutch Law *Stellionatus*, certainly includes all cases which would fall under the English Common Law as to cheating or the English Statute Law as to false pretences; (2) that the old law as to *Stellionatus* had not become obsolete in Holland, at the date which has to be regarded in these matters; and (3) that the frame of the indictment sufficiently charged the commission of the offence of "cheating," the best and simplest word by which the old Law Latin word "*Stellionatus*" can be translated.

With respect to the count for theft, the Court said that the Civilians in general (though not without exceptions) lay down as strictly as English lawyers, that, in order to constitute theft, the taking must be *invito domino*.

This judgment of the Supreme Court still leaves undecided the question, whether a person can be proceeded against criminally, who has fraudulently misappropriated money which he has lawfully and without any false pretence obtained, but which was given to him for a particular purpose; such an act being neither cheating nor obtaining money under false pretences by the English Law. The Court, however, in advert- ing to a passage in the Digest, bearing upon the subject, (Bk. xlvii. Tit. 2, 43) said that, had the Jury been specifically questioned, it is probable that they would have found that the prosecutor gave the money order to the prisoner, not for him to treat it as absolutely his own and to do what he liked with it, but with the specific purpose that it, or part of its proceeds, should be employed in paying off the arrears of the supposed

coolies at the other estate and bringing them to the prosecutor; and that, had the Jury found this to have been the case, and that the prosecutor appropriated the money in contravention of that purpose, there would have been much to argue on, in the case in question, in support of the offence amounting to theft. The Court, however, declined to give an express opinion on this matter, which was not then fully before it.

R. C.

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No. 4813

FROM

E. C. BAYLEY, ESQUIRE,
Secy. to the Govt. of India,

TO

A. J. ARBUTHNOT, ESQUIRE,
Chief Secy. to the Govt. of Fort St. George.

SIR,

Dated Fort William, the 7th December 1865.

YOUR DEBT.

IN continuation of my letter No. 145, dated the 15th of July,

No. 275, dated 9th August 1865,
from Superintendent of Labor Trans-
port, to Junior Secretary to Govern-
ment of Bengal.

I am directed to forward a copy of the communi-
cation noted in the margin, and to inquire whether
any orders have been issued by the Madras
Government with a view to the prevention of over-

crowding on board Coasting Steamers; and whether there is any intention
to legislate locally in the spirit and purpose of the Bengal Act III. of 1863.

2. The Governor General in Council will feel obliged by an early reply.

I have the honor to be,

SIR,

Your most obedient servant,

E. C. Bayley

Secy. to the Govt. of India.

*Transd. May 1866
to 2 1865*

Pub. 1865 4. 326

Ordinance enacted by the Governor of Ceylon,
with the advice and consent of the Legislative
Council thereof.

No. 11. - 1865

Hercules G. B. Robinson.

An Ordinance to Consolidate and
amend the Law relating to Servants,
Labourers, and journeymen artificers, under
Contract for Hire & Service.

Enacted - Whereas it is expedient to amend & consolidate
the Law relating to Servants, Labourers, and
journeymen artificers, under Contract for Hire
and Service: It is therefore hereby enacted by
the Governor of Ceylon, with the advice and
consent of the Legislative Council thereof as
follows.

Interpretation - 1st The word "Servant" shall, in this Ordinance,
expressly qualified, extend to and include
Menial, Domestic, and other like Servants, Domestic,
Agriculturists, and other Labourers whether
employed in Agricultural, Road, Railway,
or other like work.

Ordinance repealed - 2 - The Ordinances set out in the Schedule
hereto annexed are hereby repealed, except so
far as they or any of them repeal any other
Ordinances or Ordinances or any part of any
other Ordinances or Ordinances, and except so
far as respects all offences which may have
been heretofore committed against the same
or any of them, all rights which shall have
accrued, liabilities which shall have been
incurred, acts which shall have been done,
and all proceedings or matters which shall
have taken place before this Ordinance shall come
into force.

Verbal Contract of B^d. Every verbal contract for the hire of any servant, except for work usually performed by the day or by the job or by the journey, shall, unless otherwise expressly stipulated, and notwithstanding that the wages under such contract shall be payable at a daily rate, be deemed and taken in law to be a contract for hire of service for the period of one month, and to be renewable from month to month, and shall be deemed and taken in law to be so renewed, unless one month's previous notice or warning be given by either party to the other of his intention to determine the same at the expiry of a month from the day giving such notice.

Wages when payable

4th. The wages of such servant shall be payable monthly, except where the service shall have been determined by notice on a day other than the last day of the month, in which case the wages for the broken period shall be payable to the day the service is so determined, and such wages, where the same shall not be payable at a monthly rate, shall be computed according to the number of days on which such servant shall have been able and willing to work; or, if payable at a monthly rate, shall be in proportion to the number of days on which he shall have been so able and willing as aforesaid. Any employer shall be entitled to discharge any such servant from his service under any such contract, without previous notice, provided

provided such servant be instantly paid his wages for the time he has served, and also for one month from the time of such discharge. — Provided always, that any such contract may at any time be determined by the misconduct of either party in their relative capacity of Master and servant, which may be proved by either party against the other. —

Proviso -

When of verbal contract for journeyman artist.

5. Every verbal contract for the hire, according to time, of any journeyman or artificer (where no special Contract or agreement shall have been made and duly proved) shall be deemed and taken in law to be a contract of B^d if such Artificer for one day, and no longer. —

Proviso, if service be continued after the time specified above.

6. Provided always, that nothing in the preceding clauses of this Ordinance shall be construed to prevent any servant, or journeyman or artificer, who may continue in the service of his employer beyond the period for which any verbal contract entered into by him is respectively declared binding only in law, as aforesaid, from recovering his wages according to the full period of time of his being in such service; nor to prevent any similar subsequent ^{verbal} contract being respectively implied in law from the continuance of such service or otherwise.

If then contract with servant by journeyman artist not to be of service exceeding one month, but not exceeding three years. —

7. No Contract entered into in this Island for the hire and service of any servant, or journeyman or artificer for any period of time longer than one month.

shall be valid in law, so as to subject any party thereto to provisions of this Ordinance for not performing the same, unless such Contract shall be in writing, and shall clearly express the terms and conditions thereof, and shall be signed or acknowledged by the parties thereto in the presence of a Police Magistrate or a Justice of the Peace, or other person expressly authorized by the Governor, such Justice or other person not being himself the employer of such servant, or journeyman Artificer, or the Agent of such Employer. And it shall be the duty of such Police Magistrate, Justice of the Peace or other authorized person, to see that the contract is fully explained to the parties, and to certify in the Contract that they fully understand the terms thereof, and are desirous to fulfil the same. And such Contract, when produced in evidence, and bearing the Certificate of the Police Magistrate, Justice of the Peace, or duly authorized person as aforesaid, shall be prima facie evidence of the matters and things contained therein. And every such Contract shall be executed in triplicate; and it shall be the duty of such Police Magistrate, or Justice of the Peace, or other authorized person as aforesaid to give or to cause to be given one copy thereof to the servant, and to send or to cause to be sent within ten days of the execution

Proviso.

Contracts for the Hire of Pioneers, &c. to be employed in the service of Government.

Proviso.

Contracts entered into in India for Hire and Service in this Island.

Proviso.

execution thereof, another copy thereof to the Police Magistrate of the District wherein such Contract shall have been executed, and in default thereof such Magistrate or Justice shall be liable to a penalty of Five pounds. And the said Police Magistrate is hereby required to preserve the said counterpart, and to allow any person who may be interested in the said Contract to inspect the same.

Provided always that no Contract (excepting Contracts made under the 5th Section of this Ordinance) for the Hire and Service of any Servant, Journeyman Artificer (whether made in England or in India, as provided by the 7th Section) shall be valid under the provisions of this Ordinance if made for a longer period of Hire or Service than three years.

8. It shall be lawful for the Civil Engineers, the Commissioner of Roads, the Surveyor General, or any other person expressly authorized thereunto by the Governor, to enter into any Contract on behalf of Her Majesty, for the Hire and Service of any person to be employed as a Servant or Artificer for any period not exceeding five years. Provided that such Contract, if made for a period of Hire or Service exceeding one month, shall (if entered into in this Island) be in writing, and shall be executed in the same manner and be subject to the same rules as are prescribed in the preceding sections as respects Contracts in the case of persons to be employed in service other than that of the Government.

9. Every Contract entered into in India for the Hire and Service in this Island of any Servant or Journeyman Artificer, shall be valid and binding, so as to subject the parties thereto to the provisions of this Ordinance, notwithstanding that the same be not executed in the manner prescribed by the 7th and 8th sections of this Ordinance; Provided that such Contract be in writing and signed or acknowledged by the parties thereto or their Agents respectively, and clearly express the terms and conditions thereof; and provided also that such Contract be valid and binding according to the laws of India in force at the time of the entering into such Contract.

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Contract. And every such Contract as aforesaid when produced in any Court of this Island shall be deemed valid and binding according to such laws as aforesaid, unless the contrary be proved. It shall be the duty of such employer or his Agent within any such Contract shall be entered into by him at the time a copy thereof to the servant or journeyman or artificer with whom such contract is entered into.

Written contracts how determinable.

10. Unless provision to the contrary be expressly made therein, no Contract, entered into and required to be in writing under the provisions of this Ordinance shall be determinable before the expiration of the period specified therein, except by the mutual consent of the contracting parties, expressed in writing, signed or acknowledged by them in the presence of two witnesses, or except when the party contracting to be employed shall have been convicted of an offence, or have become a prisoner, or permanently disabled from completing his Contract, and his employer shall elect to determine the Contract, or except for some reason sufficient in law to set it aside. Provided that, in case of such disability to serve, the employer shall be bound to furnish the Immigrant from India who shall have contracted in India for any period of service in this Island, or who shall have contracted in this Island for any period of service not less than one year, with adequate means of returning to his own country.

Provision.

Servant refusing to work, &c. is guilty of misconduct.

11. Any Servant or Journeyman Artificer, who without reasonable cause, shall neglect or refuse to attend at and during the time and hours, or at the place when and where he shall have contracted to attend, in commencing or carrying on any work, or in case of no special agreement in that behalf, during such hours as, according to the trade or occupation of

such Servant or Artificer, it shall be usual to attend, or who without reasonable cause, shall leave unfinished or refuse to finish any work contracted to be done, or who shall be guilty of any drunkenness, wilful disobedience of orders, insolence or gross neglect of duty, or other misconduct in the service of his employer, or who shall quit the service of such employer without leave or reasonable cause, before the end of his term of service or previous warning as required by the third clause of this Ordinance, or for such longer period as may be specially stipulated in his Contract, shall be punishable by the Police Court of the District wherein such offence shall have been committed, or wherein the offender shall have been apprehended, by forfeiture of all wages then due, if not exceeding the wages of one month, or for the period of warning specially stipulated for, or by imprisonment with or without hard labour not exceeding three months, or by such forfeiture together with such imprisonment, at the discretion of the Court.

Punishment for desertion, &c. of servant engaged to go upon a journey.

12. Every Servant, who, having engaged to go on any Journey, shall, without any just cause, desert, or refuse, or neglect to proceed on such journey or any stage thereof, or shall be guilty of any misbehaviour mentioned in the 11th Clause of this Ordinance, shall be punishable by the Police Court of the District wherein such offence shall have been committed, or wherein the offender shall have been apprehended, by forfeiture of all wages then advanced or contracted for, or by imprisonment with or without hard labour not exceeding three months, or by such forfeiture together with such imprisonment, at the discretion of the said Court.

Proviso as to distance to be travelled, and weight carried by such servant.

Provided always that no Servant

Servant engaged for a journey shall be obliged to travel on foot more than Twenty-five miles, during every Twenty-four hours; nor shall any Coolie engaged for a journey be obliged to carry a greater weight than Forty pounds, unless otherwise expressly agreed upon for a short distance only, nor to proceed in case of any actual illness or bodily injury, rendering him incapable to travel the journey or any stage thereof; and any person obliging any Servant or Coolie, so engaged as aforesaid, to act contrary to the regulations contained in this Provision, shall be punishable by such Police Court as aforesaid, by a fine not exceeding Five pounds, or by imprisonment, with or without hard labour not exceeding Three months, or by such fine together with such imprisonment, at the discretion of the said Court.

Court may make abatement of wages or damages in case of misconduct.

13. Upon any Complaint by any Servant or Journeyman Artificer for non-payment of wages or damages for breach of Contract or misconduct by his employer, before a Court having jurisdiction in that behalf, it shall be lawful for such Court, at its discretion, to make a proportional abatement out of any sum to be awarded as the wages or damages due to any such Servant or Artificer for such days or time as he shall have been proved to have been, without the consent of his employer, absent from or neglecting his service or work, and also for the value of any breakages or damage done to any of the property of his employer by or through the misconduct or gross negligence or carelessness of such Servant or Journeyman Artificer.

Penalty on employer refusing without cause to act up to Contract.

14. In case any employer, not having reasonable Cause of Complaint, shall refuse payment of wages when due, or not having given such notice or made such payment as required by the Third and fourth sections of this Ordinance, shall refuse to continue full payment to any Servant or Journeyman Artificer, during the whole term of any Contract entered into between them, every such employer, so refusing, shall, in addition to payment of all wages actually due, or of all that would have become due, if the Contract had been properly observed, or both, as the Case may be, be liable to a fine not exceeding Three pounds, or to imprisonment not exceeding Three months, or to such fine together with such imprisonment, at the discretion of the Court.

Persons giving false character.

15. If any person shall knowingly and wilfully pretend or falsely assert in writing that any Servant or Journeyman Artificer has been hired or retained in his service or employment, or in the service or employment of any other person or persons for any period of time whatsoever, or in any station or capacity whatsoever, other than that for which such Servant or Artificer shall have been so employed, hired or retained; or if any person shall otherwise knowingly and wilfully write, sign, or give any untrue, false, forged or counterfeit certificate or writing in favor of the Character of any such Servant or Artificer, then, in every such case, such person or persons, so offending shall be liable, to a fine not exceeding Ten pounds, or to imprisonment, with or without hard labour, not exceeding Twelve months, or to such fine together with such imprisonment, at the discretion of the Court.

Servant, &c., making
false statement of
former employment
or altering character.

10
16. If any person shall offer himself as a servant or Journeyman Artificer, asserting or pretending that he hath served in any service or employment, in which such servant shall not actually have served, or with a false, forged, or counterfeit certificate of his character, or shall in any wise add to or alter, efface or erase any word, date, matter or thing contained or referred to in any certificate given to him by his last or any former actual employer, or by any other person or persons duly authorized by such employer to give the same, then, in any of the said cases, such person or persons, so offending, shall be liable, on conviction, to a fine not exceeding Three pounds, or to imprisonment, with or without hard labour, not exceeding three months, or to such fine together with such imprisonment at the discretion of the Court.

Servant, &c., denying
former employment.

17. If any person, having been before in service or employment as a servant or Artificer, shall, when offering to ~~hire~~ hire himself in any employment, capacity or service, falsely and wilfully pretend not to have been hired or retained in any such previous employment, capacity or service, then and in such case every such person, so offending, shall be liable, on conviction, to a fine not exceeding Three pounds, or to imprisonment with or without hard labour, not exceeding three months, or to such fine together with such imprisonment at the discretion of the Court.

Wages, &c., made a first
charge on the
Estate.

18. All wages, due on any contract of hire, and service, and all liabilities arising therefrom, as respects the employer, shall be a first charge against the Estate or property, in which the servant or Artificer under such contract shall have been

employed, and shall be recoverable by ~~the~~ ^{the} party for the time being in possession of the said Estate or property. Provided that such charge shall be limited to three months, wages only, and shall be enforced within three months after the termination of the service, for which such wages are due; and provided also, that claims for wages may be enforced before a Court of Requests, having in other respects jurisdiction in that behalf, although the amount in suit may exceed the sum of Ten pounds.

Guilty for seducing
servants, or employing
them - men bound to
others - or harbouring
or concealing them.

19. Any person who shall wilfully and knowingly seduce or attempt to seduce from his service or employment any servant or Journeyman Artificer bound by any contract to serve any other person or persons or who shall wilfully and knowingly take any servant or Journeyman Artificer while so bound into his service or employment, or who shall wilfully and knowingly harbour or conceal any servant or Journeyman Artificer, who shall have absented himself without leave from the service of such other person to whom he is so bound, or who shall wilfully and knowingly retain in his service any servant or Journeyman Artificer bound under any contract to serve any other person after receiving notice in writing that such servant or Journeyman Artificer is so bound as aforesaid, shall be guilty of an offence, and be liable, on conviction thereof, to a fine not exceeding Five pounds, in respect of each of the servants or Journeyman Artificers whom he shall have so seduced, taken or harboured or concealed or retained as aforesaid and to imprisonment with or without hard labour for any period not exceeding three months, if the Court shall see fit to impose such imprisonment. Every such offence shall be

jurisdiction of Police
Court in such cases.

Cognizable before any Police Court having jurisdiction in the District where the offence was committed, or the offender apprehended.

20 ANY person who shall take into his service or employment, or harbour, conceal, or retain any Servant or Journeyman Artificer bound to serve another by any contract entered into under any of the provisions of the said Ordinance, without taking reasonable precautions to ascertain whether or not such Labourer is so bound, or knowing him to be so bound, or after notice that he is so bound, shall, if the labourer be at the time so taken, harboured or concealed or retained, under advances from the person to whom he was so bound, be liable civilly to pay to such person as liquidated damages, double the amount of such advances.

21 NO servant or journeyman artificer shall be liable to punishment for neglecting or refusing to work or for desertion, disobedience or neglect of duty if, at the time of such alleged offence, his wages shall have been unpaid for any period longer than a month. Provided always that in computing the amount of wages due at any time, such servant or journeyman artificer shall be debited with the amount of all advances of money made to him and with the value of all food, clothes or other materials supplied to him, and which the employer is not liable under this Ordinance to supply at his own expense. Provided also that the fact of such wages being so due as aforesaid shall not affect the liability of such servant or journeyman artificer to punishment under the provisions of this Ordinance, unless he shall at least forty-eight hours previously to the time of such alleged offence, have demanded from his employer the payment of his wages so due, and the employer shall have refused

Persons employing, &c.
Labourers under advances,
liable in double such
advances.

Servants not liable to
punishment if wages
unpaid for one month.

Hangany, &c.,
fraudulently disposing
of advances, guilty of
an offence.

Deserters may be
directed to return
to work instead of
being imprisoned
or committed.

refused or failed to pay the same.

22. Every Hangany or other Agent, who, having been entrusted with any money or valuable security by any person or persons for the purpose of engaging or procuring for Hire and Service any servant or Servants, Artificer or Artificers for such person or persons shall, with intent to defraud, convert or appropriate the same or any part thereof to or for his own use or benefit, or the use or benefit of any person or persons other than such person or persons as aforesaid, or for any purpose other than such purpose as aforesaid, shall be guilty of an offence, and being convicted thereof, shall be liable, at the discretion of the Court, to be transported for any term not exceeding Seven years, or to be imprisoned for any term not exceeding Three years, with or without hard Labour.

23. Whenever any Servant or Journeyman Artificer is brought before any Court or Justice of the Peace, on the ground of his having quitted the service of his employer, or having refused or neglected to work, without leave or reasonable cause before the end of his term of service, or previous warning, such Court or Justice of the Peace may, if the employer of such servant or his Agent so requires, and the labourer consents thereto, instead of punishing or committing to trial the offender, direct him to return to the service of his employer. And the Court or Justice shall keep a record of the proceedings had before him, and shall certify at the foot thereof that he has satisfied himself that the servant has of his own free will consented to return to the service of his employer.

Period of absence
without leave or
of imprisonment not
to be counted as part
of the period of service.

24 If any servant or Journeyman Artificer, having entered into any Contract of Hire and Service subject to the provisions of this Ordinance, shall, during the subsistence of such Contract, have been imprisoned or have absented himself without leave, the Court before which the Labourer is tried shall award that no part of the period of such imprisonment or of such absence, (and which period the said Court is to ascertain by evidence and define) shall be deemed or taken to be a part of the period of his service, but that such Labourer shall be Compellable, at the option of his employer to serve for the full period defined as aforesaid for which he shall have contracted to serve; and until such extended service shall have been completed, he shall be and shall continue subject to the provisions of this Ordinance.

Transfer of Contract
of Service to new
Proprietor or
Manager of Estate.

25 If the Estate, upon which any Agricultural Servant or Journeyman Artificer is employed under any Contract to serve for a period exceeding one month, shall during the pendency of such Contract become vested in or be transferred to or placed under the superintendence or management of any person other than the person with or by whom such Contract was entered into, such Contract and all the rights and liabilities incidental thereto shall be deemed in law to be transferred to the person in or to whom the said Estate shall become vested or transferred as aforesaid, or under whose superintendence or management the said Estate shall be placed as aforesaid, and such last mentioned person and such servant or Artificer shall be respectively bound to perform all the terms and conditions of the Contract, in the same manner, or as near thereto as the nature of the

the case will admit, as if the Contract had been originally entered into between such person and such servant or Artificer.

Provided always that in case such Estate shall become vested in or transferred to any person other than the person with whom such Contract shall have been entered into, such servant, or Journeyman Artificer shall thereupon be entitled to determine such Contract, if he shall so elect, and give notice of such being his intention to the persons in whom the Estate shall have become vested or to whom it shall have been transferred, and shall receive all wages then due to him under or by virtue of such Contract. Provided.

Proviso.

however that the last mentioned proviso shall not be held to apply to Cases where Estates are held in partnership by several persons and where one or more of the partners retire from the partnership, or when, on such retirement, other partner or partners shall take the place of the retiring partner or partners one or more of the original partners who were parties to the Contract continuing in the partnership.

Penal provisions of
this Ordinance not to
affect civil actions.

26. Neither the alleged commission of any crime or offence by any person or persons under the provisions of this Ordinance, nor the Conviction nor acquittal of any person or persons of any Crime or offence under this Ordinance, shall be a bar to any civil action for damages against such person or persons at the instance of any person or persons who may have suffered any injury

Employer bound
1. to find lodging,
2. food and medical
care to sick Coolies.

Commencement of
Ordinance.

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injury or who may allege that he or they has
or have suffered any injury from any reason
of the commission of any such crime or offence.
27. Any servant who shall be incapacitated
by sickness from labour whilst in the service of
any employer shall be entitled to lodging, food,
as well as medical care, at the expense of such
employer during such incapacity; provided
that the employer shall not be bound to pay
to the servant during such period his wages in
addition. Provided further, that nothing
herein contained shall prevent the employer
from determining the Contract under the 10th
section of this Ordinance in case the servant
shall become permanently disabled from completing
his Contract.

28. This Ordinance shall come into operation
from the date fixed by the Governor in the
Proclamation notifying the confirmation of the
Ordinance by Her Majesty.

Schedule referred to in the above Ordinance.

No. and date of Ordinance.	Ordinances Repealed	Title.
5 of 1844		"For the better regulation of Servants, Labourers, and Journey men Artificers under Contracts of Hire and Service, and of their Employers."
14 of 1845		"An Ordinance relating to written Contracts for the Hire and Service of Pioneers and others in the employment of certain Departments of Government."
13 of 1858		"To amend and explain the Ordinance No. 5 of 1844."
20 of 1861		"An Ordinance relating to Contracts for the Hire and Service of Labourers in this Colony."
15 of 1863		"An Ordinance to amend the Ordinance No. 14 of 1845."
16 of 1863		"An Ordinance to extend the operation of the Ordinance No. 20 of 1861."

Passed in Council, the Twenty-first day of October, 1865, and
Eight Hundred and Sixty-five.

Acting Clerk to the Council
James Swan,

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Assented to by His Excellency the Governor, the Thirty-first day
of October, One thousand Eight hundred and Sixty-five, and
published by his Order.

W. C. Gibson
Colonial Secretary

Minute.

I am of opinion that a Bill should certainly be introduced into the Legislature Council with the view of restraining the abuses which would be entailed by the uncontrolled recruitment and ~~exportation~~ ^{in exportation} of labourers in this Presidency to the Sea Districts of Aram and other parts of India.

The emigration of labourers from the Presidency to Ceylon has become a custom. It seems to be carried on in such a manner as to demand no special interference at the present moment.

There is no proved necessity to regulate by law the recruitment of labourers in one portion of the Presidency for employment in another, nor for the protection of such labourers on the road by land from one district to another.

The question of settling the relation of Master and labourer in by means of the Hildgherry Bills by legislative

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From 30 May 1864 to 1865

1864/5 4. 35/20.

enactment is one which is beset by difficulties and on which I cannot yet pronounce a definite judgment. My impression is that the necessity for legislation is not absolutely proved and that it is vain to hope that an enactment can be passed here which would be acceptable alike to the Planters and to the Supreme Government.

The cultivation of the up lands in Mysore with cotton products is expanding notwithstanding the labour difficulties which undeniably exist. The annual increase of exports proves that the Planting interest is prosperous at least if not flourishing. In these papers I see no indications examples adduced of losses caused by the wholesale desertion of labourers at critical ^{periods} ~~seasons~~ of the year. It would appear that the Planters are naturally desirous to improve their position in regard to the command and security of labour. It does not appear that their position is intolerable or deteriorating. —

The ^{Mysore} ~~Planters~~ ^{claim} to have a law passed based on the principles of the laws of Ceylon where the Planters ^{interpose} have a great authority but those principles are repugnant to the principles hitherto held by the Supreme Government and we have no reason to believe that those views have been modified. I am myself inclined to agree with them.

The Supreme Govt. on the other hand would probably accede to an enactment passed here in the sense of the laws regulating the position of Bengal labourers in the Assam Tea Districts, but the Mysore Planters would object to such provision which are indeed hardly applicable to the local ^{requirements} ~~circumstances~~ of Mysore.

The Planters in invoking legislative interference are perhaps exposing themselves to greater inconveniences than those of which they now complain. Any act which the Madras Govt. would pass and which the Supreme Govt. would sanction must contain provisions for official inspection, hours of labour, habitation, medical assistance, a payment to meet the expenditure of the State and a variety of other purposes. Such regulations might prove more onerous to the Planters than the caprice of the Mysore Cooly. —

Even with such provisions furnished to the labourer the Law might intimidate him. He might be frightened off ~~work~~ by the fact that the least interfered with and the labour supply from the adjoining districts to Mysore might be arrested altogether.

The system of culture practised in the Mysore plantations, the rate of wages, the method of treatment, the nature of the climate and all the incidents of plantation ~~work~~ much be thoroughly known in Mysore and other parts adjacent where there is a considerable supply of labour available for intermittent employment such as that required. The Mysore planters may by good pay and ~~good~~ ^{inducement} treatment attract the coolies in greater numbers and inspire them with more industry. Habitual abduction and desertion might be checked by a league among the Masters binding themselves not to employ any labourer who had left a plantation or been discharged for idleness or misconduct.

The same reflections apply to the Dehgheries where the supply of labour appears to be more scanty still and less reliable. That result is naturally attributable to the opportunities for obtaining domestic and ~~domestic~~ service from visitors and strangers. The evil can only be remedied by the gradual influx of population from without stimulated by demand. A stringent law binding the servants to the Masters would be more likely to depopulate the Dehgheries than to fill them.

On the whole it seems probable that the Council will exercise a wise discretion in abstaining for the present, at least, in legislating on this question.

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nedy

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The Mysore planters appear to me to have some ~~idea~~ ^{idea} in mind. They doubt, however, like the two Bengal acts, and, taking them as a whole, I agree that they are not suited to the circumstances of the Mysore territory or its planters. But I think, as proposed by Mr. Colclough & Grant, be conveniently imported into any act the ~~fact~~ ^{fact} may determine in passing. I dare say the Supreme Court would be disposed to consider that the British Act of 1824, which was the basis of the contract law of 1859, has already supplied; but I will be awkward to prepare to understand that they have conceded to Mysore in the system above proposed, and this much might be a sufficient step to the Mysore planters. It strikes me very forcibly that a great deal too much is being done for these gentlemen - and I doubt whether it will be necessary.

to do all this & demand
and to demand to
no refusal. I am
cooker for plants
from the water & -
is pretty generally known, I believe, that
those who are considered, kind master
and insist on their overseen being equally
so, have left trouble in the matter of
coaly labor than their harsher

I certainly would have nothing to do
with an imitation of the Ceylon labor
ordnance, which, being used when per-
in operation, would tend rather to break
away laborers from my yard than
bring them there a better - than
are now to be had. The independence
cooker and workmen exhibited with
hand is seen & felt - all over the
yard and is not - possible of cure.

It would be unreasonable and
big and the alleged necessity of the
present time, to go to the extent of the
ball - as usual - but it can
properly be applied to

to agricultural laborers only as
proposed by Mr. Dyar - and some
benefit may be derived from sending
for an inspection of the needs of the
principal planters. If they don't
like to receive from - then my mail
basis, the food - may consider whether
back - of all - to go to. Recusal - may
not be used to secure what is required.

It seems to me that what this is
is somewhat like calling on the
suffering patient to treat some
himself, instead of letting a member
of the family - do what he himself prefers.
Loud of hand - W.D.

Memorandum

In the address presented to His Excellency the Governor on the occasion of his visit to Wynaad in October last, the Planters of South Wynaad urged the want of a good law between master and servant. "A law which while it ensures good and fair treatment to the servant in sickness and in health will at the same time protect the employer from the serious losses which he has now too frequently to bear through the dishonesty, extortion or caprice of the laborer. They at the same time

W. W. W.

draw attention to a
Labor Ordinance which
had been laid before the
Ceylon Government,
and which they observed
embraced what they con-
sidered to be wanted in
Seynaad.

They submitted with them
a duplicate copies of two
Ordinances, the first
of which is entitled
an Ordinance to make
further provision for
the hire and service
of laborers in Ceylon,
and the second an
Ordinance "for amend-
ing and consolidating
the law relating to
servants, laborers and
journeymen artificers

and

under contracts for
hire and service. The
first of these Ordinances
is merely supplemental
to a previous Ordinance
No. 20 of 1861 relating
to Contracts for the
hire and service of
laborers. The second
is a consolidation of
the laws in force
in Ceylon relating
to servants, laborers
and journeymen ar-
tificers under Contract
for hire and service.
It defines what shall
be a legal Contract
of

of service with reference
to the period for which
~~the period for which~~
the servant or laborer
is engaged, with spe-
cial provisions with
reference to servants
hired in India, and
provides penalties
for refusal to work,
for desertion, for false
statements with
reference to former
employment on the
part of servants
and for breach
of contract on the
part of employers

as

as well as for rescuing
servants from the service
of other employers.

3. This Ordinance is
apparently intended to
define the law between
Master and servant in-
cluding both domestic
servants and agricultural
laborers, whether engaged
on the spot or brought
from a distance.

in 1854.

4. Some years ago a
somewhat similar measure
was proposed by the
Madras Govt., but was
rejected by the Legislative
Council at Calcutta who
were of opinion that,
except in certain special
cases, such as desertion
of servants on a journey,
breaches of contract by
seamen or by servants
employed in attending
on persons who by reason
of

of youth or of unsoundness
of mind or of bodily
weakness, are helpless
or incapable of providing
for their own safety,
the enforcement of redress
for breaches of contract
should be left to the
Civil Courts. The Com-
mittee of the Council
adverted to the establish-
ment of local Small
Cause Courts as providing
a sufficient remedy for
the difficulties experienced
in obtaining redress for
ordinary breaches of
contract between Master
and Servant.

5. Some years later, in
1860, the subject was
brought before Govt. by
a Committee of the residents
of Dotacammund who
strongly urged the want
of a fair and impartial
law between Master and
Servant

servant. The Govt. however
declined to propose any
fresh legislative measure,
observing that the objec-
tions which had been
advanced against the
draft Act submitted to the
Legislative Council of the
Governor General in 1854⁺
would probably prevent
the passing of any
enactment for regulating
the relations between
Master and Servant. -
Sir Henry Ward who was
then at the head of the
Government and who
had just come up from
Ceylon expressed his
entire concurrence in
the resolution against
legislative interference.

* Section 492.

In the Indian Penal
Code^{*} which was passed
shortly afterwards, pro-
vision was made for
the punishment of breaches
of -

of contract of service
by artificers, workmen
~~and~~ laborers brought
from a distance at the
expense of their employers,
and bound by a contract
in writing. This section
however does not apply
to domestic servants,
and to agricultural
laborers, only when they
have been brought
from a distance and
when they have entered
into ^{a new} ~~another~~ contract
of service.

Very recently a Bill
has been introduced
into the Council of the
Lieutenant Governor of
Bengal to provide for
the regulation and enforce-
ment of contracts for
labor at places to which
by virtue of such contract,
the laborer is to be conveyed
at

* in the Bill

at the expense of the em-
ployer, but this Bill
would seem to have been
introduced mainly in the
interest and for the pro-
tection of the laborers. The
chief and indeed the only
advantages which it
secures to the employers -
^{on their part} ~~on their part~~ ^{is} that it provides penalties
for enticing away, har-
boring or employing
laborers under contract
to another person, and
provides for the contract
being fulfilled after
the expiration of any sen-
tence which may have
been passed upon the
laborer for breach of
contract. It also provides
for a portion of the sen-
tence being cancelled
if the employer apply
for the return of the
laborer.

This

8. This Bill if adopted in this Presidency would afford but little help to the Wynaud planters who engage the bulk of their laborers on the spot; the coolies making their way into Wynaud principally from Mysore and at their own expense. The only law that under present circumstances would practically help the Wynaud Planters would be a general law making penal breaches of contract between master and servant and this has been so uniformly opposed by the Indian Legislature that it is doubtful whether if passed by the local Council, it would receive the assent of the Governor General.

9. But though such an enactment

enactment as that which has been introduced into the Bengal Council would not at present afford any material help to the planters of Wynaud and of the other coffee districts in this Presidency, not being applicable to the bulk of the laborers employed by them, it would appear from the enclosed letters from the Protector of Emigrants and from the Commissioners of Police that the time has come for exercising some control on the part of the Govt. over the emigration of laborers to other parts of India and perhaps also to Ceylon for precisely the same reasons which have led the Bengal Legislature to legislate on the subject; for it seems that agents for the recruitment

the labor they require from more distant districts under the provisions of the Act. To the extent to which they might employ such labor they would obtain the protection they seek from breaches of contract on the part of their laborers, and on the other hand they would be compelled to house them better and in many respects to take more care of them than they do at present. Meanwhile, that portion of the Act which might contain the rules applicable to the recruitment and transport of laborers would prevent any serious irregularities in the emigration now commencing from this Presidency to the Bengal Tea Districts. The duty might

might be entrusted to the Protector of Emigrants with a slight addition to his present salary.

11. With reference to the suggestion at the close of the Protector's letter, I submit a draft of a letter to the Govt. of Bengal, requesting that the Superintendent of Labor at Calcutta may be instructed to refuse to indenture any laborers brought from this Presidency who may have been induced to leave Madras under promises as to wages which are not likely to be fulfilled.

Some years since this fort proposed to the Govt of India to carry out in regard to the emigration of laborers from the Northern Circars for the Ceylon system of contract analogous to that practiced in respect to the emigration of laborers to the Straits Settlements &

and West Indian Colonies. They observed that
although the action of the Government
in the District of the Presidency
was much the same sort of people
as the Tamil inhabitants. They
said that this did not hold
good with the men of the hon.
-Munroe can be whom Ceylon
was as much a Ceylonian as the
French or Bourbon. The Supreme Court
would think by some circumstances on the
part of the Ceylon govt. did not view our
attribution favorably and in consequence
as that we should withdraw from all inter-
-ference in the matter. In their letter they said
as far as my memory serves me that
emigration had long been going on from our
Northern Province to an opposite side of
the bay of Bengal, and that it could not be
necessary to meddle with emigration to Ceylon
knowing that it had been with that to Chittagong
Anacapa &c. - Thereon we have since re-
-mained quiet in the matter.

I cannot leave but think that the time has now arrived when something should be done to maintain our control over partly engaged laborers for legal protection come here on a free work. And, as will be for the Temple Ten Districts, but before bringing any bill for that purpose before our Legislature - the Council it would I think be well to bring the whole question under the

consideration of the fact of India and ag-
-certain how far they might be disposed
to support us in the latter point I do
- mind of objects & ~~the~~ ^{in return} ~~afforded~~
Bengal Bill no 2 of 1860 that this country
seem to have been followed with that Bill.
In providing for the control of emigration & ~~place~~
out of the Madras Presidency ~~and~~ ^{with}
the same time - but perhaps ~~not~~ ^{a separate}
~~bill~~ ^{would} - do something for the protection of our
own plantations in my hand & elsewhere.
but any thing like a Contract Bill is
out of the question.

Meanwhile the Draft letter to
Jr of Hupel might be despatched &
CA Wilson's letter passed 4. 5. might
be sent to J. of Caylor for their infor-
-mation.

I have no doubt of the propriety of addressing
the Subj: ^{to} as proposed, & it will be well to send
to fix on the extract from James Wilson's ^{con} as suggested
by the House in 1794. But some doubts have
arisen as to the relation to the despatch of the draft
letter to Bengal. Are we not in a state of persons
recruited for labor in that Province, in the same
position as that into which we have been forced
with regard to England? I don't see how act 15 of
1863, Bengal Code, will enable the magistrates
to make use of the extract in the manner
heretofore requested. N.D.

Be ought certainly to bring the subject
under the consideration of the Govt. Govt.
but it seems to me that it would
be the duty of that Govt. to legislate
for the well-regarded action to be taken
and the different Presidents and a
Council of the Medals Govt. cannot
think the Govt. of those Presidents
which is the Magistrates

W

First of all
I have to say
that the Govt.
of the Medals
is a very important
one and it is
the duty of the
Govt. to take
the necessary
steps to ensure
that the Medals
are given to the
right people and
that the Govt.
is able to control
the distribution
of the Medals
in a proper
manner.

Public Deptt.

Memorandum for Orders.

Read the following papers

From Collector of Coimbatore	(Received 1 st August 1865 No. 92 1/2)
" " Inadina	(" 2 nd " No. 13441)
" " Timmerville	(" 7 th " No. 510)
" " Thalabar	(" 23 rd " No. 1181)
" " Coimbatore	(" 30 th " No. 1181)
" " " "	(" 30 th " No. 116)
" " Coimbatore	(" 1 st September 1865 No. 109)
" " " "	(" 4 th " No. 110)
Secy to Govt of India in the Home Deptt	(" 15 th July 1865 No. 145)
" " " "	(" 7 th December 1865 No. 4815)
Ceylon Labor Ordinance	(" No. 11 of 1865)
Pro: of Board of Revenue	(" 14 th October 1865 No. 6534)

In the Proceedings of
Govt. under date the 12
July last, adverting to
certain facts which had
been brought to notice
in connexion with the
recruitment of laborers
in

in this Presidency for
employment in the
Districts of Assam, Cachar
and Sylhet in the Bengal
Presidency, and referring
to an application which
had been made by the
Ministers of South Arcot
for the enactment of a
law between master
and servant, the Governor
in Council suggested
the expediency of passing
an Act to control emi-
gration operations from
one part of India to
another, containing
provisions somewhat
similar to those contained
in the Bengal Acts III of
1863 and II of 1865. His
Excellency in Council was

21
of opinion that the subject
was one which, like that
of emigration to the Colonies,
might be more fitly dealt
with by an Act passed by
the Council of the Governor
General inasmuch as in
the case of emigration from
one Presidency to another
the emigrants would be
brought under the super-
vision of the authorities
of two different Presidencies.
It was at the same time
intimated that in the
event of the Supreme Govt.
not being disposed to pass
a general law on the
subject applicable to the
whole of India, the
Madras Govt. would be
disposed to resort to local
legislation for the protection
of

of emigrants proceeding
by sea to other parts of
India and to Ceylon and
also of those proceeding
from the low country
to the Coffee Districts of
this Presidency with the
view of affording that
protection which the
Bengal Acts give both
to the laborers and to the
employers of labor, and
which it was observed
is much needed in Wynaud
and in the other Coffee
districts of this Presidency.
The Collectors of Malabar
and Coimbatore were ac-
cordingly instructed to
report, after consulting
with some of the principal
planters in their respective
districts on the expediency
of

213
of applying such an
enactment to Wynaud
and the Neilgherry Hills.
The Collectors of Madurai
and Tinnevely were
invited to offer any
remarks or suggestions
they might think fit
to make as to the expe-
diency of including
emigration to Ceylon
in the proposed legislation.

2. The papers ^{accompanying} ~~accompanying~~
~~accompanying~~ contain the
reports of those officers,
and also suggestions
from the planters of
North and South Wynaud
and from a meeting of
proprietors of estates
in Wynaud and the
Neilgherry Hills, held
at

at Cotaacamund, as to
the character of the
enactment which in
their opinion would be
best suited to meet
the requirements of the
Planting Districts in
this Presidency. All
these reports concur
on one point, viz., that
the two objects,

1st, of protecting and
regulating the recruit-
ment and transport
of laborers from one
District to another, and

2^d, of protecting the
interests of the laborers
and of the employers
of labor in the Planting
Districts,

should be kept distinct,
and should be
provided

provided for in separate
enactments. The Planters
all consider the Bengal
~~Act~~ to be inapplicable to
this Presidency, the state
of things to which they
apply being essentially
different from that which
obtains in the Planting
Districts of Madras, where
the hiring of laborers
for lengthened periods
is of very rare occurrence
and where the great
bulk of the laborers are
hired on the spot, making
their way to the planting
Districts at their own
expense and the majority
of them returning to their
villages after the crop
has been gathered. The
Planters

Planters who met at
Cotagamund as well as
those of North Wynaad
advocate the passing of
a law based upon the
enactments which have
for some years been
in operation in Ceylon
for regulating the law
between master and
servant and relating to
contracts for the hire
and service of laborers
and which have recently
been consolidated in
an Ordinance passed
in October last, a copy
of which is among the
papers.

3. I think it is clear
that the measures to be
taken for controlling
emigration

emigration and transport
of laborers from any
part of this Presidency
to any other part of
India should form the
subject of a separate
enactment, but it
seems scarcely necessary
that the transport of
laborers from one dis-
trict to another by
land should be regu-
lated by legislation,
or that any further
restrictions than are
at present provided
for in Act ~~XX~~ of 1854
should be imposed on the
emigration of laborers
from the Continent of
India to Ceylon. The latter
emigration has been going
on for many years,
and

and there is no reason
to suppose that any
considerable abuses exist
in connexion with it
beyond such as can be
prevented by the due
enforcement of the pro-
visions of Act ~~XXV~~ of 1854. and Act 2 of 1862
To prevent the recur- (hinders)
rence of irregularities,
such as those which
occurred last year in
connexion with emigra-
tion to the Tea Districts
in Bengal, a brief Act,
placing such Emigration
under restrictions similar
to those imposed by the
Emigration Act ~~XXV~~ of 1864
would seem to be all that
is required. The Assistant
Secretary to Govt. in the
Legislative Department
might

might be instructed to
~~will~~ draft a Bill for
this purpose in commu-
nication with the Protector
of Emigrants, with a view
to its introduction at the
next meeting of the Council
for making Laws and
Regulations.

4. The question of
passing such a law as
is sought for by the
Planters of Wynaad and
the Neilgherry Hills, and
which according to the
draft submitted by the
Coatacamund meeting would
include menial and
domestic servants, store-
keepers, writers, mes-
sengers, as well as
agricultural laborers,
is one of greater difficulty.
The

of India
The ~~British~~ Govt, have
repeatedly objected to
pass any special enact-
ment for regulating the
relations between master
and servant, except in
certain special cases
such as those of desertion
of servants on a journey,
breaches of contract by
seamen or by servants
employed in attending
on persons who by reason
of youth or of unsound-
ness of mind are helpless
or incapable of providing
for their own safety,
and breaches of contract
of service by artificers,
workmen and laborers
brought from a distance
at the expense of their
employers

*Sections 490.
491.
492.

employers and bound
by a contract in writing
all of which breaches
^{of contract} are punishable under
the provisions of the
Indian Penal Code. -
Breaches of contract
by artificers, workmen
and laborers who have
received advances on
account of any work
which they shall
have contracted to per-
form or to get performed,
are also punishable
under Act ~~III~~ of 1859.
It is true that none of
these enactments meet
the case of agricultural
laborers who have not
received advances and
who have not been
brought from a distance
quitting

quitting their work without notice, nor do they provide penalties for enticing away or employing laborers under contract of service to another person, a practice which is said to be very common in the Coffee districts and of which many of the Planters seriously complain.

5 I presume the Govt. would not be prepared to go so far as the Ceylon Ordinance to sanction the introduction of any law which would render breaches of contract by ordinary manual or domestic servants

servants punishable other-
wise than by the Civil Courts - and as regards breaches of contract by artificers it seems questionable whether there is any necessity for more stringent penalties than those already provided for by Act ~~XIII~~ of 1854.
6 As regards agricultural laborers employed in the planting districts, the case is certainly different. There the sudden desertion of a gang of laborers may often expose the proprietor of an estate to a most serious loss for which under the existing law he can obtain inadequate redress, and in the

the interests of the laborers themselves it might be well that protective measures similar to those provided for in Bengal Act VI of 1865 sections VII to XXI inclusive should be sanctioned by law. But it is clear from the papers sent up by Mr Ballard and Mr Grant that the Wynaud and Neilgherry Planters generally have no wish for an Act similar to the Bengal one, and that what they desire is simply a reproduction of the Ceylon Ordinance which is far more in the interest of the employers than in that

Since this ~~document~~ has been written a letter has come from the British Indian Planters Association lately formed and recommended in which they print out "the letter in which the ~~Members~~ of the Bengal Act No. VI of 1865 & this part of which

has been sent to the Government Bill
The provisions of the
VI of 1865 Bengal Act
should be adopted
and applied to Wynaad

of the laborers and which makes no provision for the laborers receiving proper medical care and wholesome lodging. Mr Ballard the Collector of Malabar advocates the passing of an Act which would combine the protective arrangements of the Bengal Act and the punitive provisions of the Ceylon Ordinance. Such an Act, as Mr Ballard shows, will render necessary a considerable increase to the Govt. Establishments now assigned to Wynaad but he is of opinion that the increased cost may be met by a system of fees to be paid

paid by the planters
who should be required
to register their ^{contracts} ~~leases~~.
It seems very doubtful
whether this would
accord with the views
of the Planters generally
or whether they would
not prefer the present
state of things to the
burden and constant
interference on the
part of Govt officials
which such an enact-
ment would involve.
Orders are requested.

It seems to me that the
Bengal Act VI. 1865
with its machinery of
Protection and Inspec-
tion of Labour is much
too complicated and
expensive for by hand.
The draft Act sent for
other work limited
to Agricultural

Labour, ~~will be~~ ^{will be} enough on a
basis of legislation in our Council. It
might be sent to Wyndham for the remarks
of the principal planters who might
be asked whether they would be prepared
to defray the expenses incident to its
operation.

But here comes the difficulty at which I
own I do not see any way out of - The
draft Act. 58. following the Ceylon Ordinance
- number. No 5 of 1861 57 makes breach of
labour contract - failure to labour - absconding
- an offence punishable by impris-
- onment ~~for~~ ^{for} a rigorous for a
period not exceeding three months.
Some such provision as this underlies
all the W. Planter projects of legislation.
It seems hopeless to expect that for the
present at least the force of Indian will go
beyond the existing laws. XVII. 1859 and
Sect. 490-2. Ind. Penal Code.
The Bengal Act VI/65 53-34 - does indeed
make such offence punishable generally.
but then this enactment applies to labourers
very differently in circumstances from those
of Wyndham. and its punishment provisions
are infinitely less severe than those of the
draft Act or Ceylon Ordinance 57.

Employers of labor. The
Collector of Malabar and
Cochin were accordingly
instructed to report, after
consulting with some of the
principal planters in their
respective districts, on the
expediency of applying such
an enactment to Wynad
and the Nalgerry Hills.
The Collector of Madras
& Annamally were invited
to offer any remarks or
suggestions they might think
fit to make as to the
expediency of including
Emigration to Ceylon in
the proposed legislation.
2. The papers above
recorded contain the
reports of those officers
and also suggestions
from the planters of
North & South Wynad
and from a meeting of
proprietors

proprietors of estates in
Wynad and the Nalgerry
Hills, held at Cochin
as to the character of the
enactment which in their
opinion would be best
suited to meet the require-
ments of the planting
districts in this Presidency.
All these reports concur
on one point, viz. that the
two objects,
1st, of protecting & regulating
the recruitment and transfer
of laborers from one district
to another, &
2^d, of protecting the interests
of the laborers and of the
employers of labor in the
planting districts,
should be kept distinct &
should be provided for in
separate enactments. The
planters all consider the
Bengal Acts to be unsuited
to this Presidency, the
state

state of things to which they
apply being essentially
different from that which
obtains in the planting
districts of Madras, where
the hiring of laborers for
lengthened periods is of
very rare occurrence &
where the great bulk of
the laborers are hired on
the spot, making their
way to the planting districts
at their own expense and
the majority of them return-
ing to their villages after
the crop has been gathered.
The Planters who met at
"Colacamund" as well as
those of North Wynad
advocate the passing of
a law based upon the
enactments which have
for some years been in
operation in Ceylon for
regulating the law between
Master and Servant and
relating

to the same as well
as the South Indian
Planters Association
wishes to present

relating to Contracts for the
hire and service of laborers
and which have recently
been consolidated in an
Ordinance passed in Octo-
ber last, a copy of which is
among the papers.

3. The Governor in Council
is clearly of opinion that
the measures to be taken
for controlling emigration
and transport of laborers
from any part of this
Presidency to any other
part of India should
form the subject of a
separate enactment, but
it seems scarcely necessary
that the transport of
laborers from one district
to another by land should
be regulated by legislation,
or that any further restriction
than are at present provided
for in Act XXV of 1859
should be imposed on
the

The Emigration of Laborers
from the Continent of
India & Ceylon. The
latter Emigration has
been going on for many
years, and there is no
reason to suppose that
any considerable abuses
exist in connection with
it beyond such as can
be prevented by the due
enforcement of the pro-
visions of Act XXV of
1859 and (Madras) Act
II of 1862. To prevent the
recurrence of irregularities
such as those which
occurred last year in
connection with Emigration
to the Tea Districts in
Bengal, a bill Act
placing such Emigration
under restrictions similar
to those imposed by the
Emigration Act XIII of 1864
would

would seem to be all that
is required. The Assistant
Secretary to Govt in the
Legislative Department
will draft a bill for
this purpose in consulta-
tion with the Protector
of Emigrants with a view
to its introduction at the
next meeting of the Council
for making Laws and
Regulations.

4. The question of passing
such a law as is sought
for by the Planters of
Kynad and the Railway
Bills & which, according
to the draft submitted by
the Colloquium Meeting,
would include menial
and domestic servants,
store keepers, writers, mes-
sengers as well as agri-
cultural laborers, is one
of greater difficulty. The
Govt. of India have
repeatedly

repeatedly objected to pass
any special enactment
for regulating the relations
between Master and Servant
except in certain special
cases, such as those of
deception of servants on
any journey, breaches of
Contract by seamen or
by servants employed in
attending on persons who
by reason of youth or
of unsoundness of mind
are helpless or incapable
of providing for their own
safety, and breaches of
Contract of service by
officers, workmen and
laborers brought from a
distance at the expense
of their employers and bound
by a Contract in writing,
all of which breaches of
Contract are punishable
under the provisions of
the Indian Penal Code.

Breach

* Section 490, 491 & 492

Breaches of Contract by
officers, workmen and
laborers who have received
advances on account of any
work which they shall
have contracted to perform
or to get performed, are also
punishable under Act
of 1859. It is true that
none of these enactments
meet the case of agricultural
laborers who have not
received advances and who
have not been brought from
a distance, quitting their
work without notice, nor
do they provide penalties
for enticing away or employ-
ing laborers under contract of
service to another person.

5. On full consideration
however, of all that has
been written on this subject,
it appears to the Governor
in Council that the necessity
for special legislation
has

has not been sufficiently
reestablished. The Cultivation
of the Hill tracts of Wynaad
and the Nilgeries with
exotic products is expanding
notwithstanding the
labour difficulties which
undoubtedly exist. The

annual increase of exports
proves that the planting
interest is progressive
at least, if not flourishing.
In the papers now before
Govt no conspicuous
examples have been adduced
of losses caused by the
wholesale desertion of
laborers at critical periods
of the year. The Planters
are naturally desirous
of improving their position
in regard to the Command
& security of labor, but
there is nothing to show
that their position is such
as to demand the support
of

70
~~of special general laws.~~
~~On the other hand, there~~
~~is reason to believe that~~
~~on these estates, and~~
~~the Jockies are well~~
~~but little difficulty is~~
~~experienced in procuring~~
~~retaining labor.~~
What the Planters of
Southern India desire is
that a law should be
passed based upon the
principles of the ~~English~~
Labor Ordinance, the
provisions of which include
nominal and domestic
servants, and are in
many respects opposed to
the views which have been
hitherto held by the ~~English~~
Govt. The Govt. Council
wants probably
a part to an enactment
for the planting districts
of Southern India embodying
the provisions of the two
Bengal.

Bengal. It is also a fact
 that the Planters of
 the Eastern India Company
 the passing of which is
 a measure in itself
 of the magnitude of the
 requirements. Any Act
 which the Madras Govt
 would pass and which
 the Supreme Govt would
 sanction, must contain
 provisions for official
 inspection, hours of labour,
 habitation, medical assistance
 a provision to meet the
 expenditure of the State,
 and regulations for a
 variety of other purposes
 which might not improbably
 prove more onerous to the
 planters than the caprices
 of their laborers.

Under the circumstances
 His Excellency in Council
 does not deem it expedient
 to

considers that sufficient
 grounds have been shown
 for the passing of a special enact-
 ment for the control or
 protection of labor in the
 Planting Districts of this
 Presidency.

W. H.

To the Legislative Department
 Secretariat of the Government
 Madras & Coimbatore

Board of Revenue
 District of Coimbatore

The Hon. Secretary to the Government
 Madras & Coimbatore

The Hon. Secretary to the Government
 Madras & Coimbatore

The Hon. Secretary to the Government
 Madras & Coimbatore

The Hon. Secretary to the Government
 Madras & Coimbatore

desd 31/6

Public Webb Departt.

N^o 542.

Proceedings of Govt

Dated 30 May 1866.

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1747 of 1867-