M.R.O. 14—18,000—27-3-24

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 1915 Press ~~Mis.~~

211—212

Dated 19—10. 1864.

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department, 19th October 1864.

No. 211. Read the following Proceedings of the Madras Government in the Public Department:—

Communicating copies of addresses presented by the inhabitants of Wynad, and of replies of His Excellency the Governor on the subject of certain wants of South Wynad. } (Here enter 17th October 1864, No. 1,161.)

No. 212. ORDER THEREON, 19th October 1864, No. 1,919.

Miscellaneous.

Forwarded to the Board of Revenue, who will report, after communication with the Collector, on the complaints of the Planters regarding the Public Works, Bungalows in Wynad, and the difficulties of obtaining Government Waste Land.

(True Extract.)

(Signed) C. G. MASTER,
Under Secretary to Government.

Exd. S. T. Augustin.

No. 64. Read the following:—

To His Excellency the Honorable Sir W. T. DENISON, K. C. B.,
Governor of Madras.

Honorable Sir,

We, the Planters of the District of South-East Wynaad, are happy to have the privilege of meeting your Excellency on this occasion, and desire to offer you our hearty and loyal greetings on your arrival amongst us. We would also express a hope that your Excellency's further progress on this tour may be as propitious as that already made has been.

2. We purpose to trespass as little as possible upon your Excellency's time, and therefore proceed at once to lay before you the objects of this address.

3. The South-East Wynaad Planters' Association, whilst gratefully appreciating what has been done by your Excellency's Government to promote the interests and prosperity of South-East Wynaad, feels at the same time that *not a little* remains to be effected ere the capabilities of the District—one of the greatest promise—can be expected to be developed in any but a *very partial degree*. We may point, for instance, to the deplorable condition of our communications, contenting ourselves with this passing allusion to it here, as it is hoped that such energetic and decided action will speedily be taken to remedy the evil, as will afford satisfaction to all interested.

4. The objects which we have at present in view, and which we are desirous, with all earnestness, to press upon your Excellency's consideration are; 1st, the foundation of a Dispensary at Goodaloor; and, 2nd, the establishment there of a Treasury. In respect to the former of these objects, we believe that in order to show the urgent and paramount need there is for an institution of the kind, we have only to mention a few painful facts patent to all in the District.

5. Goodaloor, it is admitted, is under the most favorable circumstances an unhealthy town; rendered so by the very unfortunate selection of the site on which it stands, and the absence of any thing like sanitary observances or precautions on the part of its inhabitants; but the evils arising from these sources are greatly aggravated when a sickly season occurs, or an epidemic prevails, as was the case some months ago. At the commencement of this year, the population of Goodaloor was estimated to amount to a thousand souls, four hundred of whom, or 40 per cent., have been swept away during the past few months by cholera and fever, producing so great a panic among the survivors, that some 300 of them deserted the place; and during this visitation, the unfortunate sufferers being without medical aid of any kind were left to recover or die, just as unassisted nature was able, or not, to resist the attacks of these fell diseases. From its being the market town for a large population of coolies and others, Goodaloor is rapidly extending its limits; its population is increasing, and it is becoming a town of appreciable importance; and unless some provision be made to supply its medical wants, still more calamitous results must inevitably follow future visitations of Providence. Under these circumstances, we earnestly beg that your Excellency will be pleased to sanction the establishment of a Dispensary at Goodaloor, and attach thereto a subordinate Medical Officer.

6. The second object, viz., the establishment at Goodaloor of a Treasury, is one which, we would respectfully represent, is most urgently called for by the rapid extension, within the past few years, of coffee cultivation in the District.

7. At a time when the amount of money invested in planting operations was trifling, it was hardly to be expected that Government would open a Treasury to serve what might have been deemed an unimportant purpose; but now that there are fully 65 coffee estates in this Division of Wynaad, representing an aggregate area under cultivation of 7500 acres, and requiring money to the extent of four lacs per year (the whole of which must, under existing arrangements, come from Ootacamund), and in view of the extreme difficulty experienced during the monsoon, especially in getting peons and coolies to proceed to Ootacamund, we are induced to crave at your Excellency's hands, the boon of a local Treasury; and would feign hope the event may prove that we have not solicited in vain.

GOODALOOR,
27*th September* 1864.

On behalf of the S. E. Wynaad Planters,
(Signed) J. W. MINCHIN, Chairman,
S. E. Wynaad Planters' Association.

No. 65. *Reply to the Address from the Planters of the District of South-East Wynaad.*

GENTLEMEN,

I have much satisfaction in meeting you on the present occasion. As you are doubtless aware, the condition of the important District in which your estates are situated has largely engaged the attention of the Madras Government during the last few years, and considerable sums have been sanctioned for the improvement of your communications, and for other public purposes. It is a matter of great regret to the Government that, notwithstanding the large sums which have been granted, the completion of some of the most important lines of communication has been greatly delayed. Arrangements, however, have recently been made, which I trust will lead to the completion of these works being effected at an early date.

2. With reference to the first of the two points to which you more particularly refer in your present address, namely, the want of a Dispensary at Goodaloor, I learn from a letter which has been addressed to Government by the Magistrate of the District, that that officer is now endeavouring to ascertain what the residents of the locality and neighbourhood are willing to do towards the establishment of such an institution, and that when that point has been ascertained he proposes to apply to Government for its aid. It is a matter, as I need hardly observe, in which the Government cannot be expected to bear the entire charge; but if the residents are willing to do their part, I have no doubt that the Government will be prepared to aid them with a liberal grant.

3. I regret that I cannot hold out to you any expectation of the establishment of a Government Treasury at Goodaloor. A proposal to this effect was submitted by Mr. Ballard a few months ago; but the orders of the Supreme Government against the multiplication of local Treasuries are so decisive, that the Madras Government have not felt themselves at liberty to entertain the proposition. You will probably have seen in the public prints a communication which has lately been received from the Government of India on the subject of the remittance of coin to Ootacamund which is equally, if not more, applicable to the case of Goodaloor.

Accept, gentlemen, my best wishes for your welfare, and for the prosperity of this fine District.

27*th September* 1864.

(Signed) W. T. DENISON.

No. 66. To HIS EXCELLENCY SIR W. T. DENISON, K. C. B.,
Governor of Fort Saint George.

MAY IT PLEASE YOUR EXCELLENCY,

We, the undersigned inhabitants of North Wynaad, approach your Excellency to express our congratulations on your arrival at Manantoddy, the chief town in Wynaad.

2. It is with feelings of the greatest satisfaction that we welcome your Excellency amongst us as the representative of Her Most Gracious Majesty the Queen, and also, as having during the whole of your administration, as head of the Madras Government, taken a hearty interest in the agricultural progress of the Presidency.

3. We particularly desire to record our appreciation of, and our thanks for the liberality of the Madras Government towards Wynaad under your administration; but leave it to your Excellency's judgment to decide if the sums sanctioned have been wisely applied.

4. The shortness of your stay may not permit you to see the whole of the District; but we trust there will be sufficient time to enable you to form a judgment of what private capital and energy have already done, and yet how large is the field for further enterprise.

5. Your observation and inquiries will doubtless lead you to take into serious consideration the requirements of the District. Of these we humbly beg leave to submit to your Excellency the following as of primary importance, viz.,

1*st.*—A good bandy road between Manantoddy and Mysore, and one between Manantoddy and Coorg, whence our grain is imported.

2*nd.*—A good bandy road between Manantoddy and Tellicherry, where our produce is shipped.

3*rd.*—The wretched condition of the Public bungalows.

4*th.*—The re-establishment of direct postal communication between Manantoddy and Tellicherry.

5*th.*—The unsatisfactory state of the Law of Contract between employer and servant as embodied in Act No. XIII of 1859.

6*th.*—The difficulty of obtaining Government land under the Act for the sales of waste land in India.

7*th.*—That some steps be taken by Government to authorize the inhabitants of the different Districts to levy a rate for the construction of cross roads.

8*th.*—That an office is urgently required in Manantoddy for the Registration of Deeds.

6. In bringing the above measures to your notice, we beg to assure your Excellency that we are only actuated by a wish to further the welfare and progress of the District, and feel confident that your Excellency's visit will be of the greatest benefit to Wynaad.

7. Thanking you for having given us this opportunity of testifying our loyalty to Government, we sincerely hope that your Excellency will be gratified with your tour through Wynaad, and leave with a kindly remembrance of your visit.

MANANTODDY,
30*th September* 1864.

(Signed) J. W. WOOLDRIDGE, Colonel.
and 58 others.

7. At a time when the amount of money invested in planting operations was trifling, it was hardly to be expected that Government would open a Treasury to serve what might have been deemed an unimportant purpose; but now that there are fully 65 coffee estates in this Division of Wynaad, representing an aggregate area under cultivation of 7500 acres, and requiring money to the extent of four lacs per year (the whole of which must, under existing arrangements, come from Ootacamund), and in view of the extreme difficulty experienced during the monsoon, especially in getting peons and coolies to proceed to Ootacamund, we are induced to crave at your Excellency's hands, the boon of a local Treasury; and would feign hope the event may prove that we have not solicited in vain.

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2. With reference to the first of the two points to which you more particularly refer in your present address, namely, the want of a Dispensary at Goodaloor, I learn from a letter which has been addressed to Government by the Magistrate of the District, that that officer is now endeavouring to ascertain what the residents of the locality and neighbourhood are willing to do towards the establishment of such an institution, and that when that point has been ascertained he proposes to apply to Government for its aid. It is a matter, as I need hardly observe, in which the Government cannot be expected to bear the entire charge; but if the residents are willing to do their part, I have no doubt that the Government will be prepared to aid them with a liberal grant.

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Accept, gentlemen, my best wishes for your welfare, and for the prosperity of this fine District.

27th September 1864.

(Signed) W. T. DENISON.

No. 66. To HIS EXCELLENCY SIR W. T. DENISON, K. C. B.,
Governor of Fort Saint George.

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4. The shortness of your stay may not permit you to see the whole of the District; but we trust there will be sufficient time to enable you to form a judgment of what private capital and energy have already done, and yet how large is the field for further enterprise.

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7*th.*—That some steps be taken by Government to authorize the inhabitants of the different Districts to levy a rate for the construction of cross roads.

8*th.*—That an office is urgently required in Manantoddy for the Registration of Deeds.

6. In bringing the above measures to your notice, we beg to assure your Excellency that we are only actuated by a wish to further the welfare and progress of the District, and feel confident that your Excellency's visit will be of the greatest benefit to Wynaad.

7. Thanking you for having given us this opportunity of testifying our loyalty to Government, we sincerely hope that your Excellency will be gratified with your tour through Wynaad, and leave with a kindly remembrance of your visit.

MANANTODDY,
30th September 1864.

(Signed) J. W. WOOLDRIDGE, Colonel.
and 58 others.

No. 67. *Reply to the Address from the inhabitants of North Wynaad.*

GENTLEMEN,

It gives me much pleasure to have this opportunity of conferring with you on the spot regarding the interests of the important District in which you reside.

2. In the address which was presented to me by the Planters' Association for Western India, when I visited Calicut in 1862, various matters were noticed which may be classed under the following heads:—

1*st.*—Want of good roads.

2*nd.*—Inadequacy of Magisterial, Police, and Judicial arrangements.

3*rd.*—Defective Postal arrangements.

4*th.*—Want of telegraphic communication with Calicut and Tellicherry.

5*th.*—Want of a law and local means for registration.

3. During the period which has since elapsed, the Magistracy has been strengthened by the appointment of Sub-Magistrates at Goodaloor and Calpettah, who are likewise invested with the powers of District Moonsiff, and are thus able to relieve the Deputy Magistrate of much of the Judicial and Magisterial work which formerly devolved upon him. A line of postal communication has been established, connecting Ootacamund, Goodaloor, and Manantoddy; and an Act has been passed for the registration of Deeds, which will be brought into operation on the 1st January next, and under which registration, offices will be established at Manantoddy, and probably at other places in Wynaad. An application was made to the Government of India for the establishment of a line of telegraph between Calicut, Manantoddy, and Ootacamund, but has not received the sanction of that Government.

4. In regard to roads the local Government, as you observe in your present address, have sanctioned a liberal expenditure, and it has been a matter of much regret to me that greater progress has not been achieved. I trust, however, the arrangements which have recently been made will be followed by more satisfactory results during the ensuing twelve months, and that at no distant date the Caroor and Tambracherry Ghauts, and the principal lines of communication with the Mysore country, will be available for cart traffic.

5. It was settled, as you are aware on the occasion to which I have alluded, that the efforts of the Public Works Department should be concentrated on the two Ghauts above referred to, and on the roads which lead from them to Mysore, and this object I consider should be kept steadily in view. I have now before me a draft Act to enable the land-holders in different parts of the District to form road Districts, and to levy rates for the construction of cross roads. An early opportunity will be afforded to you of expressing an opinion on its provisions.

6. These, and the other matters alluded to in your address, will receive full consideration from the Government, and I shall gladly avail myself of the present occasion for discussing with you any suggestions on points of detail which you may desire to lay before me.

30*th September* 1864. (Signed) W. T. DENISON.

No. 68. To HIS EXCELLENCY SIR. W. T. DENISON, K. C. B.,
Governor of Madras.

MAY IT PLEASE YOUR EXCELLENCY,

We, the Planters of South Wynaad, beg most respectfully to welcome your arrival into our District, and to express our unbounded satisfaction at the opportunity

now afforded (to us, of pointing out to your Excellency the wants and capabilities of South Wynaad,) to you of judging by personal inspection, whether the previous representations to your Government, on the lamentable state of the public works in the District have been exaggerated, and whether those works are not capable of, in fact do not demand improvement.

2. Before drawing your Excellency's attention to the more immediate requirements of the District, we would submit the following statement for your information:—There are in South Wynaad 54 estates, comprising 5785 acres of land under Coffee cultivation. The produce of the District sent to the Coast last season was upwards of 1713 tons, valued there at Rupees 11,17,350. There are over 100 non-official European residents in South Wynaad, consisting entirely of planters and their families. While the greater number of the above estates have been opened within the last six years, it is our painful duty to inform your Excellency, that public works of the very greatest necessity, and on the development of which our success or failure almost entirely depends, have in no way kept pace with the rapidly growing requirements of the District. On the contrary, we may with truth say, that our means of communication are at the present time in a worse condition than they were in 1860, since which time an annual tax of Rupees 2 per acre has been levied on our estates, the proceeds of which was to be specially applied in the improvement and up-keep of roads, &c.; for while new lines have not been made available for traffic, the old lines of road, on which we are wholly dependant, have been totally neglected by the District Engineer, and were it not for the exertions of our Deputy Collector Mr. Richardson, in getting temporary bridges, jangdars, &c., erected, *all* communications throughout the District would have been stopped (except for foot passengers and expert swimmers) during the past four months.

3. We will now but briefly draw your Excellency's attention to some of the most pressing requirements of the District, as they have been so fully pointed out on several previous occasions to your Excellency's and your predecessors' Governments.

4. Good means of communication throughout the District are most essentially necessary, for, without good cart roads are immediately constructed, we cannot hope to be able any longer to carry the produce of our estates to the coast, or to get grain into the District in sufficient quantities to support the large number of laborers which we absolutely require but cannot at present obtain for the cultivation of our properties.

5. At present our only means of transport is the pack-bullock of the country, and for this unsafe mode of transit (for by it our produce is subject to serious deterioration in quality, and too often a heavy loss in quantity) we have to pay Rupees 40 to Rupees 100 per ton, over a distance varying from 30 to 40 miles, or considerably more than it costs us per ton, to send our coffee from the shipping port to England. And even at these exorbitant rates, we could not this season secure a sufficient amount of carriage for our produce. What may we then expect when many new estates, already planted, come into bearing? From a table containing particulars of coffee cultivation in South Wynaad, which we have the honor to hand to your Excellency herewith, you will observe that last season there were only 4608 acres of coffee in bearing. This season (1864-65) 898 acres will bear a small crop;

next year 798 acres will come into bearing; while in 1866-67 not less than 6304 acres will be in full bearing, and 999 acres in partial bearing. We would most respectfully suggest that one main line of cart road *be* opened from the head of the Tambracherry Ghaut to the Mysore country (Goondlepett) viâ Sultan's Battery. This would afford us, on the completion of the Ghaut and the construction of some branch lines of road, a safe means of transport for our coffee to a shipping port, and of importing grain, salt, &c., into the District. Our Collector, Mr. Ballard, has submitted to us a Branch-road Act, which, with some trifling alterations, we consider would meet our wants in this respect. But before we can entertain the question of branch roads, it is absolutely necessary that we should at least know where our main line of road is to run, and at what date we may reasonably hope to see it completed.

We are grateful to Government for the liberal grants of money made of late years for public works in Wynaad, a portion of which is annually spent in our District, but, we regret to say, with little, if any permanent benefit, if we except the works now in progress on the Tambracherry Pass. Up to the present time, we have not one mile of good cart road in the District, and much of the work executed every dry season is washed away, or otherwise rendered useless the following monsoon. This to us most unfortunate circumstance we attribute to the want of efficient European supervision in the carrying out public works here; and if we might suggest a remedy it would be, 1st, that an officer be placed in charge of the roads of South Wynaad solely; and, 2ndly, that such officer may have the power of raising a cooly Corps (similar to the Pioneer Corps in Ceylon) to enable him to carry out efficiently and expeditiously the public works under his charge.

The difficulty of obtaining skilled, or even a regular supply of unskilled, labor in Wynaad renders the enrolment of such a body of men very desirable, if not absolutely necessary, and the want of some such means of carrying out the public works in Wynaad was specially mentioned in the late Colonel Ouchterlony's report on the Tambracherry Ghaut and Wynaad road and bridges. We strongly deprecate the present system of prosecuting work on several lines of road, and several parts of one line at the same time, and to this cause attribute much of the failure which has up to the present time attended the efforts of our Engineers to get any line of road or even a few miles of any one line made and bridged. We would respectfully suggest, that should your Excellency in Council be pleased to appoint an officer to carry out the work so urgently demanded in this District, he should devote his undivided time and labor to opening the one main line of road, which we have previously mentioned as being the most calculated to meet our immediate and pressing wants. It should first be opened as a ten-foot wide trace; after which all the Nullahs along the

entire line should be substantially bridged; then it should be made throughout (commencing at the Ghaut end) a good metalled cart road. The want of bridges in a country like this will prevent the best line of road from being available for even foot traffic during the monsoon, and for cart traffic at all times, consequently a road opened with the bridges unmade is to us useless, for it soon reverts to its original state of jungle and grass, and as an example we may name the new line of road from Vitry to Manantoddy viâ Terrioot, which road was positively to have been opened by the end of April 1863—Vide Captain Bean's report to Lieutenant Colonel Ouchterlony, dated 11th March 1863, paragraph 2.

The speedy opening of the Tambracherry Pass is a matter of the utmost importance to the success of our District, and not to the District only but to all Wynaad, and to those portions of the Mysore country adjoining; for were the Pass once opened for cart traffic, and good road communicating with it made from the north and south-east, much of the produce at present sent by other routes to the coast, at great cost and difficulty, would find an outlet here, while the greatly increased facilities for the importation of salt and coast produce generally into the interior, would at once confer a lasting benefit on the native inhabitants, and would prove a source of greatly increased revenue to Government. The distance from Manantoddy (North Wynaad) to the Coast, viâ Tambracherry new Ghaut, will be 64 miles; viâ the Periah Pass, the distance is 45 miles, showing a difference in favor of the latter of only 19 miles. From Goodaloor (South-East Wynaad) to Calicut viâ the new Tambracherry Ghaut will be 76 miles, the distance viâ Carcoor Ghaut is 69 miles, the difference in distance being only 7 miles. Vitry to Calicut viâ the *new* Tambracherry Ghaut will be only 36 to 38 miles. We may also mention that of the 5300 tons of coffee shipped during the past season from Calicut, and the ports south of it, 2000 tons (or nearly one-half the entire produce of Wynaad) was forwarded to the shipping ports viâ the Tambracherry Ghaut, notwithstanding its unfinished state and the total want of ordinarily good approaches to it. These facts will, we hope, at once show to your Excellency the great importance of this Ghaut, and the central position it occupies with reference to all the coffee Districts in Wynaad. We cannot too highly express our gratification at the manner in which this great work is being executed; but we would at the same time draw your Excellency's serious attention to the necessarily very slow progress of the work with the present small force of skilled laborers placed at the disposal of the officer in charge. We confidently hope that your Excellency may be able to propose and carry out some measure to hasten the completion of this most necessary public work.

6. The want of a Resident Deputy Magistrate in South Wynaad is much felt by us. Questions regarding land boundaries and other important matters daily

arise, that require the adjudication of a European Magistrate. From the very numerous and arduous duties, both Revenue and Judicial, of our Deputy Magistrate, as well as the frequent impassable state of the roads between this and Manantoddy (his head quarters,) such matters cannot meet with that prompt investigation and settlement, such as we would wish and such as we consider it but just to European and Native, they should have. Owing to the causes we have named, the Deputy Magistrate has only been able to hold Cutcherry in South Wynaad 37 days within the past 15 months, although he is expected to attend here at least 10 days in every month, when other important duties do not render his doing so impossible.

7. The Sub-Magistrate at Culputty has lately been invested with increased powers, which we hope will prove beneficial in dealing with the cases brought before him; but we trust that your Excellency's Government will, at no very distant date, appoint a Resident European Magistrate to this District.

8. The number of local peons for serving Warrants under Act XIII of 1859, have been increased within the past month, but we still have to complain of the delay in procuring redress in the numerous cases of breach of contract daily occurring, and which are brought before the Sub-Magistrate under this Act.

9. The numerical inadequacy of the Police is, we fear, the cause of much undetected crime in the District, and we conceive the pay now given to the lower grades of the force is insufficient to secure the services of really efficient men; for the pay of a Police Constable in Wynaad is not better, if as good as an ordinary day laborer on estates here.

The just and speedy settlement of all Criminal and Civil cases is urgently demanded. The value and isolated position of our property render an active and well trained Police a necessity.

10. We would also direct your Excellency's attention to the great benefit and convenience that would be conferred on Government, their officials, and the general public, by all the public offices being placed together on some healthy, well selected site, as near the centre of the District as circumstances will permit.

11. In common with our brother Planters in other Districts, we feel greatly 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. This is a subject of great practical importance to us and to all large employers of labor in India. It has occupied much of the attention of the Ceylon Government; and as we cannot on an occasion like the present enter as fully into the discussion of this question, as its merits demand, we will satisfy ourselves by referring your Excellency to the last "Labor Ordinance" laid before that Government (a copy of which we beg to hand your Excellency herewith) which embraces what we consider is wanted here.

12. Another subject not of strictly local interest is still of such importance as we trust to warrant our bringing it to your Excellency's notice. We allude to the "sale of waste lands." Sixteen months have now elapsed since we were led to expect that these lands would be offered for public sale, but up to the present time little has been done in the matter. The speedy sale of these now unprofitable jungles would be a great boon to parties wishing to embark capital in Coffee, Tea and Chinchona cultivation; would be a source of revenue to Government, and of great general benefit to the country.

13. It is with extreme satisfaction we are informed of the steps that are being taken to facilitate and make compulsory the registration of Title Deeds, and we trust no delay may occur in putting the Act in force in this District.

14. In conclusion, we crave your Excellency's pardon for having entered at such length into these subjects. Should our language at times appear strong or dictatorial, the vital interests we have at stake must be our excuse. The coffee cultivation in our District represents a capital of £400,000. Many of us have sunk our entire capital here, trusting to the speedy completion of the public works sanctioned by Government from time to time, without which we cannot hope for success in our undertaking. With good roads, a prompt administration of justice, and an efficient Police, we do not fear the result, and we believe our success to be not incompatible with, but an important means, if not absolutely necessary, to the general improvement of the country, and the comfort and advancement of the inhabitants. We look forward with great hope to the results of this your Excellency's first visit to Wynaad, and trust to have again the honor of addressing you here at a future and not very distant time.

(Signed) A. R. HINDE,
and 50 others.

LACKADY,
4th October 1864.

Coffee Cultivation in South Wynaad.

Division.	Name of Estates.	Proprietors.	Cultivation. Aged.	1862.	1863.	1864.	Total No. of Acres.	Superintendent.	Crop of 1863-64.	Agents.
Vithrey.	Munda Mullah...	W. Kennedy..... ...	50	...	...	...	*50	Owner...	10	
Do. ...	Lackadee...	A. Remington... ...	251	...	...	...	251	J. B. Buckham... ..	74	
Do. ..	Remington, No. 1... ...	S. Robson, and H. W. Brown...	83	6	...	20	109	H. W. Brown... ...	10	
Do. ..	Do. ,, 2... ...	M. Remington... ...	162	10	...	...	172	T. Archer... ...	107	A. C. Barnes.
Do. ...	Hope, ,, 1... ...	Do.						A. C Mellier...		
Do. ...	Do. ,, 2... ..	Do. and others.....	158	...	10	5	173	J. Tyrrell... ...	41	
Do. ...	Faith	Do. do.						Gordon...		
Do. ...	Charity...	Do. do.	8	25	...	6	39	Gole,...	4	
Do. ..	Prenda Mettle	Do. do.	...	25	45	6	76	P. Guard..... ...	...	
Do. ...	Vythery...	G. J. Glasson... ...	80					T. Jones..... ...	44	
Do. ...	Walthamston... ...	Do.	30	...	..	...	110	Do. do. ...	10	
Do. ...	Mowbray...	Do. and others. ...	135	...	...	...	135	T. J. Ferguson, and Æ.		
Do. ...	Prenda Tye, No. 1... ...	Do. do. ..	105	...	5	1	111	Simon... ...	80	T. J. Ferguson.
Do. ...	Do. ,, 2... ...	Boyd & Co..... ...	170	50	50	15	185	Wapshaw and Ried... ...	70	
		Do.	100	90	45	25	260	Cockran, Hudleston and Turner...	30	J. Gordon.
Do. ...	Thallapoga...	F. Jones...	50	...	...	...	50	Owner.....	30	
Do. ...	Arrah Mulla	Native Coffee Company...	15	...	...	...	15		1½	
Do. ..	Saint Mary...	Carter...	...	...	10	10	20	Owner...	...	
Culputty... ...	Adelaide...	H. D. Cartright... ..	179	...	...	...	179	J. Boosey...	110	
Do. ...	Culputty...	Parry & Co....	90	15	25	15	145	Harcourt... ...		
Do. ...	Caroline...	Do.	150	...	10	30	190	L. Clerk... ...		
Do. ...	Chumberani... ...	Do.	45	35	15	20	115	Boydell... ...	130	A. C. Virtue.
Do. ...	Moota Mulla... ...	Do.	...	...	90	30	120	Viscardi... ...		
Do. ...	Woodlands...	Captain Griffin... ...	80	...	...	10	90	F. M. DeRozario... ...	17½	J. Gordon.
Do. ...	Emily....	A Lopez...	140	...	...	...	140	Owner... ...		
Do. ...	Virginia...	Do.	10	25	...	...	35	Do. ...	58	A. Lopez.
Choondale..	Connumbutta.	Robert Wardron... ...	13	15	...	2	30	S. Shortridge ..	3	
Do. ...	Asken...	J. Smith...	80	45	31	...	156	Do.	20	
Do. ...	Perinshola	J. Gordon...	...	...	...	38	38	J. A. Turner.... ...	...	
Do. ...	Wallace...	H. D. Cartright	114	...	...	...	114	G. B. Elliot... ...	29	J. Boosey.
Do. ...	Field...	Do.	115	30	...	...	145	Do. and J. Brown..	32	
Do. ...	Coombatur...	J. Hester, M. D.	...	3	20	30	53	Owner...	...	
Do. ...	Anda Tode...	H. B. Winterbotham... ...	...	...	...	5	5	Do.	...	
Do. ...	Catherine...	Vas...	...	60	50	40	150	Do.	...	
Do. ...	Chembatie...	P. S. Punnett..... ...	...	...	...	30	30	Do.	...	
Honnoth. ...	Annette...	Leckie & Co....	191	...	...	...	191	J. Wildes	21	
Do. ...	Culloor...	Do.	275	35	10	...	320	G.L. Yonge, H. Castle, and J. Fargie...	90	G. L. Yonge.
Do. ...	Charlotte...	Do.	41	35	25	40	141		0	
Do. ...	Manara Mulla.	A. C. Barnes, & R. Petman	50	36	...	4	90	C. Moon	3	
Do. ...	Lancaster....	G. J. Glasson and others..	15	66	29	20	130	A.C. Barnes.... ...	27	
Do. ...	Palla Coin...	G. L. Yonge... ...	...	...	...	35	35	G. N. Smyth... ...	2	T. J. Ferguson.
Do. ...	Moolena...	Boyd and Gordon... ...	...	..	...	12	12	J. A. Turner..... ...	...	J. Gordon.
Do. ...	Ballia Parrah	W. McCullock and others	...	...	10	20	30	Owner...	...	
Terriott... ...	Emily...	H. Furze and others. ..	200	...	...	...	200	Barrington..... ...	*80	
Do. ..	Charlotte...	Boyd & Co....	245	...	30	...	275	W. Boyd...	*98	W. Boyd.
								Millar.....	...	
Moopernaad. .	Tanortha...	J. Beaumont... ...	250	...	...	50	300	R. Petman and Jordon...	60	
Do. ...	Maipaddie...	J. Boosey & others... ...	...	25	...	40	65	A. H. Kenney.... ...	...	J. Boosey.
Do. ...	Poothacooly	C. Wilde....	...	...	...	30	30	Owner...	...	
Do. ..	Ellumbellary...	A. R. Hinde...	...	...	50	30	80	Do. and W. Wapshare.	...	
Do. ...	Ellum Macullah.... ...	T. H. Rossall... ..	10	...	10	50	70	Do.	*4	
Do. ...	Arnada Carp...	C. Young...	...	...	...	25	25			
			3,540	748	648	849	5,785		1,286	
Native Cultivation in S. Wynaad.....	.....	.....	1,068	*150	*150	*150	1,518		*427	
		Total number of Acres. ...	4,608	898	798	999	7,303	Total number of Tons.	1,713	

*Estimated.

ORDINANCES OF THE CEYLON GOVERNMENT.

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

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

Preamble.

1. Where a laborer 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 laborer agree thereto, but not otherwise, to direct that the laborer shall return to the service of his employer, and that the charge against him be abandoned.

Police Magistrates may allow laborers to return to the service of their employer.

2. Where a laborer 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 laborers in this Colony," it shall be lawful for the Magistrate, should he find that the laborer 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 laborer has bound himself, and in such case the laborer shall be bound for the time so extended as if such time was expressly included within his term of service.

Magistrate may exclude period of imprisonment from term of service.

3. Any person who shall take into his service or employment or harbour or conceal any laborer 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 laborer is so bound, or knowing him to be so bound, or after notice that he is so bound, shall, if the laborer 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.

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

4. No laborer 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.

Laborer not liable if wages unpaid for two months.

5. Any laborer who shall be incapacitated by sickness from labor 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 laborers entitled to lodging, food, and medical care.

6. If the estate on which any laborer shall have contracted to work shall be sold, alienated, succeeded to, or transferred to another person during the pendency of the contract, the laborer 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 laborers in case of transfer of estates.

No.—OF 1864.

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

Whereas it is expedient to amend and consolidate the law relating to servants, laborers, and journeymen artificers, under contracts 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:—

Preamble.

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

Interpretation.

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.

Former Ordinances repealed.

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.

Verbal contract of service to be a contract of service for one month.

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.

Term of verbal contract for journeyman artificer.

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.

Proviso, if service be continued after the time agreed upon.

ORDINANCES OF THE CEYLON GOVERNMENT.

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

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

Preamble.

1. Where a laborer 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 laborer agree thereto, but not otherwise, to direct that the laborer shall return to the service of his employer, and that the charge against him be abandoned.

Police Magistrates may allow laborers to return to the service of their employer.

2. Where a laborer 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 laborers in this Colony," it shall be lawful for the Magistrate, should he find that the laborer 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 laborer has bound himself, and in such case the laborer shall be bound for the time so extended as if such time was expressly included within his term of service.

Magistrate may exclude period of imprisonment from term of service.

3. Any person who shall take into his service or employment or harbour or conceal any laborer 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 laborer is so bound, or knowing him to be so bound, or after notice that he is so bound, shall, if the laborer 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.

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

4. No laborer 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.

Laborer not liable if wages unpaid for two months.

5. Any laborer who shall be incapacitated by sickness from labor 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 laborers entitled to lodging, food, and medical care.

6. If the estate on which any laborer shall have contracted to work shall be sold, alienated, succeeded to, or transferred to another person during the pendency of the contract, the laborer 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 laborers in case of transfer of estates.

No.—OF 1864.

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

Whereas it is expedient to amend and consolidate the law relating to servants, laborers, and journeymen artificers, under contracts 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:—

Preamble.

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

Interpretation.

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.

Former Ordinances repealed.

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.

Verbal contract of service to be a contract of service for one month.

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.

Term of verbal contract for journeyman artificer.

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.

Proviso, if service be continued after the time agreed upon.

ORDINANCES OF THE CEYLON GOVERNMENT.

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

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

Preamble.

1. Where a laborer 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 laborer agree thereto, but not otherwise, to direct that the laborer shall return to the service of his employer, and that the charge against him be abandoned.

Police Magistrates may allow laborers to return to the service of their employer.

2. Where a laborer 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 laborers in this Colony," it shall be lawful for the Magistrate, should he find that the laborer 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 laborer has bound himself, and in such case the laborer shall be bound for the time so extended as if such time was expressly included within his term of service.

Magistrate may exclude period of imprisonment from term of service.

3. Any person who shall take into his service or employment or harbour or conceal any laborer 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 laborer is so bound, or knowing him to be so bound, or after notice that he is so bound, shall, if the laborer 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.

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

4. No laborer 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.

Laborer not liable if wages unpaid for two months.

5. Any laborer who shall be incapacitated by sickness from labor 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 laborers entitled to lodging, food, and medical care.

6. If the estate on which any laborer shall have contracted to work shall be sold, alienated, succeeded to, or transferred to another person during the pendency of the contract, the laborer 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 laborers in case of transfer of estates.

No.—OF 1864.

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

Whereas it is expedient to amend and consolidate the law relating to servants, laborers, and journeymen artificers, under contracts 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:—

Preamble.

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

Interpretation.

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.

Former Ordinances repealed.

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.

Verbal contract of service to be a contract of service for one month.

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.

Term of verbal contract for journeyman artificer.

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.

Proviso, if service be continued after the time agreed upon.

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.

Written contract with servants and journeymen artificers for terms of service exceeding one month, but not exceeding one year.

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 10 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.

Written contracts with servants and journeymen artificers for terms of service exceeding one year, and not exceeding 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.

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

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,

Contracts entered into in India for hire and service in this Island.

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 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. 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.

Written contracts how determinable.

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 3rd 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 labor not exceeding three months, or by such forfeiture together with such imprisonment, at the discretion of the Court.

Servant refusing to work is guilty of misconduct.

12. Every servant, who, having engaged to go on any journey, and having received an advance of hire, 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 labor not exceeding three months, or by such forfeiture together with such imprisonment at the discretion of the said Court. Provided always that no servant enoaged for a journey shall be obliged to travel more than two stages or more than twenty-five miles, during every twenty-four hours; nor shall any cooly 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 cooly, so engaged as aforesaid, to act contrarily

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

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

to the regulations contained in this proviso, shall be punishable by such Police Court, as aforesaid, by a fine not exceeding five Pounds, or by imprisonment, with or without hard labor, not exceeding three months, or by such fine together with such imprisonment at the discretion of the 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 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 time 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 damage 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.

Proviso.

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.

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 3rd Clause 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 five 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 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 ten Pounds 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.

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

16. 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 three Pounds, 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.

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 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.

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

Penalty for seducing servants, or employing them when 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 his service, 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 journeymen artificers whom he shall have so seduced, taken or harboured or concealed, as aforesaid.

Jurisdiction of Police Courts in such cases.

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.

Servant not liable to punishment if wages unpaid for three months.

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.

Kanganies, &c., fraudulently disposing of advances guilty of a misdemeanor.

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 labor.

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.

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

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 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 Ordinance.

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

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.

Transfer of contract of service to new proprietor or manager of estate.

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.

Provis »

25. Neither the alleged commission of any crime or offence by any person or persons under the provisions of this Ordinance, nor the conviction into 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 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.

Penal provisions of this Ordinance not to affect Civil actions.

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

Commencement of Ordinance.

No. 69. *Reply to the Address from the Planters in South Wynaad.*

GENTLEMEN,

I am glad to have this opportunity of conferring with you in person regarding the wants of South Wynaad. It is a matter of much regret to the Madras Government that greater progress has not been made in carrying out the public works which were resolved on in 1862, and for which, as you are aware, liberal grants have been sanctioned by the Government; but I trust that the additions which have been made to the Engineering Staff employed in the District, and the orders which I propose to issue, with the view of rendering the more important lines of communication available for cart traffic with the least possible delay, will remove at a comparatively early date some of the more serious difficulties under which you are at present laboring.

2. I quite agree in the opinion which you have expressed in your address as to the expediency of concentrating the available labor as far as possible; and entertaining this view, I have come to the conclusion that for the present the efforts of the Public Works Department in Wynaad should be concentrated on the Karkoor and Tambracherry Ghauts, and on the lines of road leading from them to Mysore, in the one case via Goodaloor and Tippoo Cadoo, and in the other via Terriote and Manantoddy. The latter line I consider to be more important than the more direct line from this place to the Mysore frontier via Sultan's Battery, inasmuch as the Manantoddy line, besides connecting South Wynaad with the head quarters of the District, will render the Tambracherry Ghaut available for the planters of North Wynaad, until such time as it may be in the power of the Government to provide that part of the District with an improved line of communication to the port from which its coffee has been hitherto exported.

3. From what I have observed while travelling on horseback from Goodaloor to this place, I am satisfied that the only way of speedily meeting your most urgent requirements in the matter of roads is that the Public Works Officers should confine themselves to bridging the smaller streams, placing strong and safe ferry boats on the larger rivers, and metalling the roads only in those places in which the nature of the soil renders it necessary that this should be done to enable carts to move along. At this time of the year the roads along which I have ridden would be perfectly practicable for carts, if the rivers were bridged or provided with serviceable ferry boats, and this would be the case for at least eight months out of the twelve; while for the remaining four months, during which, owing to the monsoon, the traffic must be comparatively inconsiderable, the roads would be perfectly safe for horsemen or foot passengers or for bullocks. In expressing this opinion as to the best mode of meeting the more pressing requirements of the District, I do not by any means intend that the carrying out of the more complete scheme of roads, which was sanctioned in 1862, shall be indefinitely postponed. When the opening out of the more important lines, in the rough but serviceable manner to which I have adverted, shall have been accomplished, the construction of the other lines, completion of the bridges, and metalling of the roads, can be proceeded with.

4. I fully recognise the importance of pushing on the works on the Tambracherry Ghaut as rapidly as possible, and shall carefully consider what measures can be taken for expediting these works

5. I cannot hold out to you the prospect of the appointment of a separate Engineer for South Wynaad. The establishment for Wynaad generally has been recently increased, and is as large as can be assigned to it with a due regard to the requirements of other parts of the Presidency; and here I must correct an error into which you have fallen in one part of your address, in which you advert to a supposed engagement on the part of the Government that the proceeds of the amount of the tax of Rupees 2 per acre, now levied on coffee land, should be specially applied to the improvement and maintenance of roads. I cannot find that any such engagement was at any time entered into by the Government, either directly, or by implication; and in connexion with this tax you must recollect that it has been fixed at a much lower rate, in proportion to the value of the produce, than is the case with land of any other description, and that the export duty on coffee has been taken off.

6. I need not advert on this occasion to the other matters to which you have alluded in your address, further than to say that they shall all receive the attentive consideration of the Madras Government.

4th October 1864.

(Signed) W. T. DENISON.

No. 70. ORDER THEREON, 17th October 1864, No. 1161.

Resolved that copies of the foregoing addresses which were presented to His Excellency the Governor on his visit to Wynaad, and of His Excellency's replies to the same, be communicated to the Public Works, Judicial, and Revenue Departments, for such orders as may be called for on the several points therein brought to notice.

2. Ordered, also, that copies be transmitted to the Right Honorable the Secretary of State for India.

(True Extract.)

Chief Secretary.

To the Public Works Department.
„ Judicial do.
„ Revenue do.

Revenue 1861. Oct.
Pro: of Govt for Octr.
No. 2741.

Proceedings of the Madras
Govt. in the Public
Department.

Dated 17th Octr
Recd 18th " 1864.

No. 1161.

Communicating
copies of addresses presented
by the inhabitants of
Wynaad and of replies of
H. E. the Govr. on the subject
of certain wants of South
Wynaad.

No 211 & 212.

No 1919. 19th Octr.
Written Order