M.R.O. 1—39,000—16-10-29.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 1469	Press ~~Mis.~~
591-592	
Dated 25 ~~14~~ May ~~1~~ 1869	

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department, 25th May 1869.

No. 591. Read the following letter from the Officiating Conservator of Forests, to the Acting Secretary to Government, Revenue Department, Fort Saint George, dated Camp at Manantoddy, 17th March 1869, No. 1,244 :—

WITH reference to paragraph 12 of the Government Order, No. 2,155, of the 13th of August last, I have the honor to inform you that a Labor-Contract Law, with provisions somewhat as follows, seems much required in this Presidency :—

1*st*,—The master and the workman to fulfil their contract under penalty of a heavy fine; failing payment of the fine, imprisonment and a moiety of earnings whilst in prison to go to the defrauded party ;

2*nd*,—Parties enticing away workmen from their contracts, or harboring the same knowingly, to be liable to fine or imprisonment, or both.

2. Under the present system, our Officers may go to considerable trouble and expense in sending a long distance for coolies, axemen, etc.; contracts may be entered into for a certain period and advances made, the workmen, however, may any day be carried off by any planter's Maistry, or a Department Public Works Maistry, who may choose to offer them slightly advanced rates; and we have no proper redress: the coolies pay back their advances, being placed in funds by the party who beguiles them away, but we can recover nothing for our trouble and expense in collecting them. If we take them before a Magistrate, they are only compelled to pay back their advances, and our work may be stopped at a most important time. Again, we give a cart contractor, or a gang of axemen, an advance upon a contract to commence work on a certain date, and complete it in a given period, instead of fulfilling the contract, he or they at once go off to work out a former contract on which they have received advances from some one else, and there is no attempt to undertake our contract till long after the time it has expired; and if the work is eventually carried out, or the advance refunded, we have no redress, and we lose the interest of the money, and our work is retarded. It often, however, happens that our advances have been expended on other work, or simply made away with, and the contractor has not the power to carry out the work even at a subsequent date; if we get him imprisoned for this, we lose all claim to any recovery of our advances, except through an expensive civil suit.

3. The want of some simple law on this subject is, I believe, felt by all planters in our Presidency, and tends to increase the price of labor. Any one wishing to keep their laborers under the present system, must be prepared to outbid all competitors, or crimps from other estates even after they have entered into contracts. Any planter now may be made a great sufferer by a Department Public Works Officer, or a neighbouring planter, or even some contractor at a distance, offering a fabulous rate in some case of emergency, he must outbid this rate, or else have his work come to a standstill.

No. 592. ORDER THEREON, 25th May 1869, No. 1,469.

Forests, No. 26.

ORDERED to be recorded.

(True Extract.)

(Signed) H. WELLESLEY,
Acting Under-Secretary to Government.

To the Officiating Conservator of Forests.

Exd. F. R. Bantleman.

Govt. of 1869 Collection.

REVENUE.

No.

THE OFFICIATING CONSERVATOR OF FORESTS.

Dated May 25th.

Recd.

G. O., 25th May 1869, No. 1,469.

LAY.

Nos. 591-592.

Labor Contract Law.—Letter from Officiating Conservator of Forests requesting its introduction in the Madras Presidency, recorded.

No. 1244. Camp Mannantoddy. 17th March 1869.

From

Major R. H. Beddome

Officiating Conservator of Forest.

To

R. A. Dalyell Esqre.

Secretary to Government.

Revenue Department.

Madras.

Sir

1. With reference to para 12 of the Government Order, No. 2153, of the 13th of August last, I have the honor to inform you that a Labor Contract Law with provisions somewhat as follows seems much required in this Presidency.

1st. The Master and the workmen to fulfil their Contract under penalty of a heavy fine failing Payment of the fine imprisonment and a moiety of the fine whilst in prison to go to the defrauded party.

2nd. Parties inticing away workmen from their Contracts or harbouring the same knowingly, to be liable to fine or imprisonment or both.

2. Under the present system our officers may go to considerable trouble and expense in studying a long distance for Coolies, advancing &c., contracts may be entered into for a certain period and advances made the workmen, however, may any day be carried off by any planters Maistry or a P. W. D. Maistry, who may choose to offer them slightly advanced rates, and we have no proper redress, the Coolies pay back their advances being placed in funds by the party who beguiles them away but we can recover Nothing for our trouble and expense

Expenses in Collecting them; if we take them before a Magistrate they are duly Compelled to pay back their advances, and our work may be stopped at a most important time. Again, we give, a Cart Contractor or a gang of Axemen an advance upon a contract to commence work on a certain date and complete it in a given period, instead of fulfilling the Contract he or they at once go off to work out a former Contract on which they have received advances from some one else and there is no attempt to undertake our contract till long after the time it has expired, and if at last the work is eventually carried out or the advance refunded, we have no redress and we lose the interest of the money and our work is retarded. Sometimes however happens that our advances have been expended on other work, or simply made away with and the Contractor has not the power to carry out the work even at a subsequent date, if we get him imprisoned for this we lose all claim to any recovery of our advances except through an expensive Civil suit.

3. The want of some simple Law on this subject is, I believe, felt by all planters in our Presidency and tends to increase the price of Labor, as one wishing to keep their Labours under the present system must be prepared to out-bid all Competitors or Crimps from other Estates even after they have entered into Contracts. Any planter now may be made a great sufferer by a D.P.W. Officer or a neighbouring planter or even some Contractor at a distance offering a fabulous rate in some Case of urgency he must out-bid this rate or else have his work

Pro-13. August 1868 No 1918

To The Offg Chief Secy to Govt: Jud: Dept:

Revenue 1869 - Vol. Forest &c
No. 921.

To The Bd / Con^r of Forests.
To The Sec^y to Gov^t Rev Dep^t.

dated 17th March 1869.
Rec^d 22^d.

No 1244.

Subject

Report upon the necessity of a Contract Law

No: 1469

RECORDED.

25th May 69.

c/May 69

S. Kanagammal

தமிழ்நாடு ஆவணக் காப்பகம்.
(ஆராய்ச்சிக் கூடம்)

2374

ஆவணங்களுக்கான கோரிக்கை.

ஏட்டின் விவரம்.

தொகுதி எண். / அ.ஆ./வ.ந. எண்.	ஏட்டின் எண்.	துறை.
G.O.No 591-592	25th May 1869	Revenue

தேதி : 20.6.84 கையொப்பம்.

குறிப்பு—(1) ஒரே கோரிக்கையில் ஒன்றுக்கு மேற்பட்ட துறைகளோடு தொடர்புள்ள ஆவணங்களைச் சேர்க்கக்கூடாது.

(2) கோரிக்கை இரட்டைப்படிகளாக எழுதப்படவேண்டும்.

Archives 3(a)—85,006—16-8-77.

S. Kanagammal

பிரதி.

தமிழ்நாடு ஆவணக் காப்பகம்.
(ஆராய்ச்சிக் கூடம்)

2374

ஆவணங்களுக்கான கோரிக்கை.

ஏட்டின் விவரம்.

தொகுதி எண். / அ.ஆ./வ.ந. எண்.	ஏட்டின் எண்.	துறை.
G.O.No 591-592	25th May 1869	Revenue

தேதி : 20.6.84 கையொப்பம்.

குறிப்பு—(1) ஒரே கோரிக்கையில் ஒன்றுக்கு மேற்பட்ட துறைகளோடு தொடர்புள்ள ஆவணங்களைச் சேர்க்கக்கூடாது.

(2) கோரிக்கை இரட்டைப்படிகளாக எழுதப்படவேண்டும்.

Thus the Government
to
Tyrn Brothalaiu
Requisitions
Officiating Secretary