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17 APR 2006

REPORT

ON THE

CONDITIONS OF TEA GARDEN LABOUR

IN THE

DUARS OF BENGAL, IN MADRAS, AND IN CEYLON.

BY

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SHILLONG :

PRINTED AT THE ASSAM SECRETARIAT PRINTING OFFICE.

1904.

X9(J451):9.262 .N

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No. 1.—(DUARS.)

Statement illustrative of the state of Tea Cultivation in Jalpaiguri during the calendar year 1902.

District.	Number of gardens or plantations on the 31st December.	Total number of persons employed during the year.		Area, in acres.				Quantity, in lbs., of cured leaf plucked in each garden.	Quantity, in lbs., of tea manufactured in each garden, whether grown in the garden or not.	
		Actual number permanently employed throughout the year.	Average daily number temporarily employed during the year.	Under mature plants.	Under immature plants.	Total area under tea.	Taken up by planters, but not planted.			
1	2	3	4	5	6	7	8	9	10	
Jalpaiguri ...	221	38,107	23,558	71,576	4,217	75,793	163,645	121,819,526	31,550,204	
				<i>Maljotes.</i>						
	2	111	10	416	20	436	...	240,705	85,572	
Total ...	223	88,218	23,568	71,992	4,237	76,229	163,645	122,069,231	31,635,776	

Cultivation of 183 acres have been abandoned by Jaintia and other tea gardens.

No. 2.—(DUARS.)

DISTRICT JALPAIGURI.

Statement showing the number of tea gardens and acreage under tea, thana by thana, in 1881, 1891, and 1901.

Name of thana.	1881.			1891.			1901.			
	Number of gardens.	Acreage under tea.	Population.	Number of gardens.	Acreage.	Population.	Number of gardens.	Acreage.	Population.	
1	2	3	4	5	6	7	8	9	10	
Jalpaiguri ...	...	...		1	200	330	1	200	319
Duars thanas.	Damdin ...	49	5,134	Figures not available.	49	20,634	45*	29,368	55,477	
	Mynaguri ...	6	1,096		16	10,046	30	26,261	45,029	
	Fulakata		12	4,563	6,426	11*	9,673	14,694
	Alipur		1	250	292	16	10,636	17,658
Total ...	55	6,230		79	35,683	62,318	103	76,158	133,207	

* Decrease in number of gardens is due to amalgamation of grants.

No. 3.—(DUARS.)

Statistics of Recruitment.

Number of gardens.	Acreage.	District of recruitment.	Number of coolies recruited in			Total number of coolies recruited.
			1901.	1902.	1903.	
1	2	3	4	5	6	7
67	52,703	Chota Nagpur ...	4,939	3,377	4,220	12,536
		Sonthalia ...	1,591	1,541	1,900	5,032
		Chaibassa ...	198	634	905	1,737
		Nepal, etc. ...	1,254	1,350	2,157	4,761
		Total ...	7,982	6,902	9,182	24,066

Number of gardens.	Acreage.	District of recruitment.	1901.			1902.			1903.			1904.		
			Recruiters.	Coolies.	Percentage.	Recruiters.	Coolies.	Percentage.	Recruiters.	Coolies.	Percentage.	Recruiters.	Coolies.	Percentage.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
6	4,680	Chota Nagpur ...	180	477	3.1	187	505	2.7	145	361	2.7	...	...	...
		Sonthalia ...	37	221	3.9	39	123	3.1	55	456	7	...	...	...
6	6,345	Chota Nagpur ...	242	661	1.9	300	518	1.7	370	631	1.4	295	650	1.9
		Sonthalia ...	186	688	3.6	145	380	2.3	124	416	3.3	...	...	...
		Chaibassa ...	21	80	3.8	24	306	8.3	66	186	2.8	...	...	...

Cost of recruitment.

Number of gardens.	Acreage.	District of recruitment.	Year.	Number of coolies.	Cost per head.	Average advances.
1	2	3	4	5	6	7
	8,006	Chota Nagpur ...	1901	822	Rs. a. p. 2 0 9	Rs. a. p. 11 4 0
			1902	184	3 15 9	11 7 0
			1903	413	7 2 9	15 1 0
		Sonthalia ...	1901	122	7 15 6	6 0 0
			1902	229	8 12 3	6 6 0
			1903	275	12 7 0	9 9 0
		Chaibassa ...	1901	Nil	...	...
			1902	50	7 5 6	16 3 0
			1903	214	9 13 0	17 6 0

No. 4.—(DUARS.)

Comparative Statement of cost of coolies recruited from Chota Nagpur in 1899 and 1903 with items of expenditure.

Gardens.	Men.	Women.	Children.	Total.	Advance on garden.	Advance in recruiting district.	Chapman's pay.	Total.	Cost per coolie.
1	2	3	4	5	6	7	8	9	10

1899.

					Rs. a. p.	Rs.	Rs.	Rs. a. p.	Rs. a. p.
1	93	80	27	200	850 0 0	1,950	48	2,848 0 0	14 3 10
2	121	73	23	217	360 0 0	1,314	30	1,704 0 0	7 13 7
3	45	19	12	76	250 0 0	670	30	950 0 0	12 8 0
4	53	39	9	101	300 0 0	720	46	1,066 0 0	10 8 10
5	280	125	41	446	1,515 0 0	3,289	56	4,860 0 0	10 14 4
6	41	23	7	71	230 0 0	462	30	722 0 0	10 2 8
7	62	29	6	97	400 0 0	607	48	1,055 0 0	10 14 0
8	58	33	9	100	290 0 0	853	40	1,183 0 0	11 13 3
9	60	23	9	92	190 0 0	656	22	868 0 0	9 6 11
...	813	444	143	1,400	4,885 0 0	10,521	350	15,256 0 0	10 14 4
						Expenditure ...		3,391 10 3	= 2 6 9

1903.

1	142	53	5	200	518 0 0	2,034	36	2,583 0 0	12 14 7
2	28	12	2	42	285 0 0	859	24	1,168 0 0	27 12 11
3	72	33	1	106	210 12 0	1,193	24	1,427 12 0	13 7 6
4	60	45	8	113	300 14 0	1,211	24	1,595 14 6	14 1 11
5	14	10	1	25	100 0 0	371	12	483 0 0	19 5 1
6	23	18	4	45	220 0 0	785	12	1,017 0 0	22 9 7
...	339	171	21	531	1,689 10 0	6,453	132	8,274 10 6	15 9 3
						Expenditure ...		5,512 15 0	= 10 6 1

NOTE.—Advances on the gardens represent sums advanced to recruiters and include railway fare and diet money down to the recruiting districts; advances in the recruiting districts represent sums to coolies to pay of debts, road and rail expenses, diet money for the return journey, and salary. These amounts are recovered from the coolies who in turn recover from the coolies. Expenditure represents the pay of the manager or assistant on deputation in the recruiting district and that of his staff of clerks and chaprains, and is not recovered.

No. 5—(DUARS.)

Comparative Statement of working force in Assam and Duars estates.

	Total planted area.	1		2		3		Per cent. of individual as per column No. 2.	
		Total.		Individual.		Average.			
		Coolie force.	Per acre.	Coolies at work.	Per acre.	Coolie working days.	Per acre.		
Assam gardens.	No. 1	608	1,518	2.50	1,392	2.29	1,078	1.77	.77
	" 2	634	1,122	1.77	1,035	1.63	860	1.36	.83
	" 3	751	1,313	1.75	1,275	1.70	1,075	1.43	.85
	" 4	1,160	1,710	1.47	1,682	1.41	1,360	1.17	.83
	" 5	639	1,119	1.75	1,036	1.62	800	1.25	.77
	" 6	466	669	1.44	559	1.20	552	1.18	.99
	" 7	791	1,236	1.56	1,103	1.40	963	1.20	.86
	5,049	8,687	1.72	8,032	1.59	6,678	1.32	.83	
Duars gardens.	No. 1	971	1,051	1.08	790	.81	445	.46	.56
	" 2	730	901	1.23	757	1.04	399	.55	.53
	" 3	235	199	.84	219	.93	136	.58	.62
	" 4	1,100	1,042	.95	913	.83	485	.44	.52
		3,036	3,193	1.05	2,679	.88	1,465	.48	.55
	" 5	1,000	1,626	1.62	1,259	1.26	675	.67	.54
	" 6	600	1,014	1.69	800	1.33	373	.62	.47
	" 7	860	948	1.10	773	.90	388	.45	.50
	" 8	1,014	1,313	1.30	1,047	1.03	666	.65	.63
	" 9	1,040	1,195	1.15	1,051	1.01	512	.49	.49
	" 10	1,202	1,502	1.25	889	.74	786	.65	.88
	" 11	730	838	1.15	615	.84	342	.47	.55
	" 12	750	936	1.25	636	.85	445	.59	.70
" 13	780	663	.85	557	.71	347	.44	.62	
	7,976	10,035	1.26	7,627	.96	4,534	.57	.60	

The last column shows the daily percentage of coolies working out of the total coolies (No. 2 column) who have worked one or more days during the month.

No. 6.—(DUARS.)

Statement of average price of rice for 1901, 1902, and 1903.

Months.					Quantities sold per rupee in seers and decimals of a seer of 80 tolas.		
					1901.	1902.	1903.
1					2	3	4
<i>Jalpaiguri (Sadr).</i>					Srs. ch.	Srs. ch.	Srs. ch.
January	...	...	...	...	12 8	12 4	13 6
February	...	...	...	...	12 8	12 11	13 8
March	...	...	...	...	12 8	12 8	13 6
April	...	...	...	...	12 4	12 0	13 0
May	...	...	...	...	11 12	11 8	12 0
June	...	...	...	...	11 4	11 2	11 8
July	...	...	...	...	10 8	10 12	11 6
August	...	...	...	...	10 8	11 0	11 0
September	...	...	...	...	10 4	11 4	11 0
October	...	...	...	...	9 12	11 0	11 0
November	...	...	...	...	9 12	11 0	11 0
December	...	...	...	...	11 14	12 8	11 8
Average	...	...	...	...	11 4	11 10	11 15
<i>Alipur (Subdivision).</i>							
January	...	...	...	...	10 0	14 8	13 0
February	...	...	...	...	10 0	14 8	13 0
March	...	...	...	...	9 8	14 0	12 8
April	...	...	...	...	9 8	13 0	13 0
May	...	...	...	...	9 0	12 8	12 10
June	...	...	...	...	9 0	11 0	12 14
July	...	...	...	...	9 0	10 0	12 8
August	...	...	...	...	11 0	10 0	10 8
September	...	...	...	...	13 8	10 0	12 8
October	...	...	...	...	12 0	10 0	13 0
November	...	...	...	...	13 0	11 8	13 0
December	...	...	...	...	13 0	11 0	13 8
Average	...	...	...	...	10 11	11 13	12 10

No. 7.—(DUARS.)

Statement showing the average price of common rice in the tea districts of Assam during the years 1901, 1902, and 1903.

District.					Quantities sold per rupee in seers and decimals of a seer of 80 tolas.		
					1901.	1902.	1903.
1					2	3	4
Cachar	...	...	...	...	11.7	14.02	14.74
Sylhet	...	...	...	...	10.93	13.98	13.89
Kamrup	...	...	...	...	10.77	12.17	12.72
Darrang	...	...	...	...	10.0	13.25	14.79
Nowgong	...	...	...	...	10.12	10.12	11.83
Sibsagar	...	...	...	...	10.78	11.77	12.18
Lakhimpur	...	...	...	...	9.59	10.79	10.48

No. 8.—(DUARS.)

Annual Statement of wages for 12 gardens, Duars estates.

Gardens.	Men.			Women.			Children.		
	Haziri.	Extra.	Total.	Haziri.	Extra.	Total.	Haziri.	Extra.	Total.
1	2	3	4	5	6	7	8	9	10
	Rs. s. p.	Rs. s. p.	Rs. s. p.	Rs. s. p.	Rs. s. p.	Rs. s. p.	Rs. s. p.	Rs. s. p.	Rs. s. p.
No. I ...	47 13 9	11 6 10	59 4 7	35 15 11	18 1 11	49 1 10	14 10 8	...	14 10 8
„ II ...	46 15 2	11 2 7	58 1 9	33 8 8	10 4 7	43 13 3	18 2 8	2 5 3	20 7 6
„ III ...	57 13 6	9 10 7	67 8 0	38 9 7	6 1 11	44 11 6	25 15 6	1 9 8	27 9 2
„ IV ...	47 12 7	6 9 5	54 6 0	32 0 6	6 10 1	38 10 7	13 18 7	4 3 7	18 1 3
„ V ...	40 14 6	27 10 0	58 8 6	33 3 7	8 0 7	41 4 2	16 5 2	5 12 3	23 1 5
„ VI ...	46 1 5	1 12 8	47 14 1	31 6 9	6 0 9	37 7 6	13 10 6	5 10 0	14 0 4
„ VII ...	45 13 6	6 4 5	51 1 11	30 7 8	6 14 6	37 6 2	6 1 9	4 5 0	6 6 2
„ VIII ...	43 15 2	13 6 2	57 5 9	31 10 7	6 14 10	38 9 5	7 3 8	2 2 2	9 5 10
„ IX ...	45 8 2	7 8 9	53 0 11	31 8 7	4 14 3	36 6 10	12 0 6	3 5 6	15 6 0
„ X ...	45 5 6	19 15 11	63 5 5	30 6 1	8 9 9	38 15 10	17 12 6	6 7 6	21 4 0
„ XI ...	52 9 2	17 1 5	69 10 7	42 0 5	5 13 4	47 13 9	12 12 9	1 12 4	14 9 1
„ XII ...	49 10 6	16 10 1	66 4 7	31 13 5	5 14 2	40 11 7	19 11 9	1 8 7	21 4 4

No. 9.—(DUARS.)

INDIAN TEA ASSOCIATION.

Duars Labour Rules.

Rule I.—If coolies shall, when indebted, leave a tea estate belonging to any member of the Indian Tea Association who shall have subscribed these rules under the management of A and be found on another estate belonging to any other member of the said Association who has subscribed these rules under the management of B, THEN, if at any time within three calendar months from the date of the arrival of the coolies on B's estate, A shall write to B stating that the coolies were employed under A's management, B shall thereupon either turn such coolies out of his estate or pay to A the money due by the coolies at A's estate, whichever B prefers.

NOTE.—In the application of the foregoing rule an account of the money due by and to the coolies at A's estate authenticated by A shall be accepted by B as correct.

Rule II.—If a recruiter authorised in writing by A, the Manager of an estate belonging to any member of the Indian Tea Association who shall subscribe these rules, to recruit coolies for such estate shall be sent by A to a recruiting district for coolies, and on his return from such recruiting district with or without coolies, such recruiter shall proceed to an estate belonging to any member of the Association who shall subscribe these rules in the management of B, THEN, if at any time within six months from the date on which the recruiter on his return shall proceed to B's estate, A shall write to B informing him of the fact that the recruiter was employed by A to recruit coolies for the estate under his management, B shall, in his option, either retain the recruiter and coolies and repay to A the recruiting expenses incurred and the advances made by him (A), or he shall turn the recruiter and coolies out of his estate on being repaid by A the recruiting expenses incurred and the advances made by him (B).

NOTE A.—A recruiter to be considered as such under the foregoing rule must for at least three calendar months immediately preceding have been under the employment of the manager who grants him a recruiting certificate or an advance of money. Or a recruiter may be engaged in his own country provided he has not previously taken a recruiting certificate or an advance for recruiting purposes from any other employer or estate.

NOTE B.—In the application of the foregoing rule a statement authenticated by A of the cost of recruiting coolies and of the sums advanced or paid by A to or on account of the recruiter and coolies if any shall be accepted by B as correct and vice versa, provided that the amount claimed as cost of recruiting shall in no case exceed Rs. 3 per adult.

DEFINITION.—In the operation of the above rules it is understood that the words coolie or coolies include sardars and all servants of a tea estate drawing less than a pay of Rs. 20 per mensem.

Rule III.—The questions to be determined by arbitration under the above rules and any dispute touching the true intent or construction or the application or the incidents or consequences of these

otherwise in relation to the premises shall be referred to two indifferent persons or an umpire to be appointed in manner hereafter mentioned, and the following provisions shall apply to such reference :

- (1) An arbitrator shall not be deemed to have been appointed unless he shall have signified in writing his willingness to act as arbitrator in the reference.
- (2) Either of the parties concerned may by notice in writing require the other of them to refer the question or dispute to arbitration. The party giving such notice shall therein state the name and address of the arbitrator appointed by him. The party receiving such notice shall appoint an arbitrator and intimate in writing the name and address of such arbitrator to the arbitrator appointed by the party giving such notice. If the party receiving such notice shall for 10 days after the receipt thereof neglect or refuse to appoint an arbitrator and to intimate the name and address of such arbitrator in manner aforesaid, the party giving such notice may report the matter to Darjeeling and Duars Sub-Committee of the Indian Tea Association, hereafter in these rules referred to 'as the Sub-Committee, and the Sub-Committee shall thereupon appoint an arbitrator on behalf of the second party to the reference, and the arbitrator so appointed shall have the like powers to act as if he had been appointed by such party.
- (3) In case an arbitrator who shall have been appointed shall die and neglect or refuse or become incapable to act as arbitrator before an award shall have been made as to the matter referred, the surviving or continuing arbitrator shall report the fact of such death, neglect, refusal or incapacity to the Sub-Committee, and the Sub-Committee shall thereupon appoint some other person to be arbitrator in the place of the arbitrator so dying, neglecting or refusing or becoming incapable to act, and the arbitrator so appointed shall have the same powers and authority as the arbitrator in whose place he shall have been appointed.
- (4) Before entering on the business of the reference the arbitrators shall appoint an umpire to act in the reference. In case the arbitrators who shall be appointed shall not appoint an umpire before entering on the business of the reference, or in the event of an umpire appointed by them dying or neglecting or refusing or becoming incapable to act as umpire before an award shall have been made as to the matter referred, the arbitrators shall report the matter to the Sub-Committee and the Sub-Committee shall thereupon appoint an umpire who shall have the like power to act as if he had been appointed as umpire by the arbitrators before entering on the business of the reference.
- (5) Superintendents or Managers of tea estates in the Duars district shall be the only persons eligible to act as arbitrators or umpires.
- (6) The arbitrators shall make their award in writing within three weeks after entering on the business of the reference or on or before any later date to which the arbitrators by any writing signed by them may from time to time enlarge the time for making their award and the umpire shall make his award within three weeks after the original or extended time for making the award of the arbitrators shall have expired, or on or before any later date to which the umpire may from time to time enlarge the time for making his award.
- (7) Arbitrators shall each receive a fee of Rs. 52 and an umpire shall receive a fee of Rs. 64 for acting in the business of the reference. The fees of the arbitrators and umpire except as to the amount thereof, and all travelling and other expenses incurred or paid by the arbitrators or umpire, shall be in the discretion of the arbitrators or umpire who may direct to and by whom such fees and expenses or any part thereof shall be paid.
- (8) The award which shall be made by the arbitrators or umpire shall be final and binding upon the parties to the reference respectively.
- (9) Neither of the parties to the reference shall make any objection to the award of the arbitrators or umpire by reason or on account of any technical or legal defect therein or any informality, omission, delay or error of proceeding in or about the same or in relation thereto or on any pretence, suggestion, charge or allegation of collusion or confederacy or on any similar or other ground.

Rule IV.—These rules shall be binding on members of the Indian Tea Association who shall subscribe the same in the like manner and to the same extent as the rules of the Association are binding on such members save that if any member of the Association who shall have subscribed these rules shall be desirous of withdrawing from his submission thereto, he shall be at liberty so to withdraw on giving to the Sub-Committee six calendar months' notice of his intention so to do.

Rule V.—Members of the Indian Tea Association who shall subscribe these rules may by a resolution passed by a majority of not less than three-fourths of such members as may be present in person at a meeting of such members of which one month's previous notice shall have been given, from time to time alter all or any of these rules, or make new rules to the exclusion of or in addition to these rules and any rules so made shall be deemed to be of the same validity as if they had been originally contained herein and shall be subject in like manner to be altered or modified by any subsequent similar resolution. The Sub-Committee may by notice at any time convene a meeting of the members of the Indian Tea Association who shall have subscribed these rules for the purpose of considering and passing any proposed alterations or exclusion of or any addition to these rules or any subsequent rules that may at any time be made in modification or exclusion of or in addition to these rules. Such notice shall specify the place, day and hour of meeting, and the rule which it shall be proposed to alter or exclude or the addition, if any, which it shall be proposed to make and such notice

shall be given one month before any meeting by letter addressed to each member of the Indian Tea Association who shall have subscribed these rules and who shall not have previously withdrawn his submission thereto.

The undersigned agree to abide by the above Rules.

Estate Name.	Proprietors' or Agents' Signature.
Ellenbarrie Tea Co., Ltd. ...	<i>Duncan Brothers & Co. Signed Rules as from 1st May 1900.</i>
Manabarrie Tea Co., Ltd. ...	
Meenglas Tea Co., Ltd. ...	
Chalouni Tea Co., Ltd. ...	
Nagaisuree Tea Co., Ltd. ...	
Hope Tea Co., Ltd. (Hope & Jiti Divisions) ...	
Carron Tea Co., Ltd. ...	
Assam Duars Tea Co., Ltd. ...	
Newlands, Sankos & Gandrapara Divisions ...	
Birpara Tea Co., Ltd. ...	
Hantapara Tea Co., Ltd. ...	
Phaskowa Tea Co., Ltd. ...	
Huldibari Tea Co., Ltd. ...	
Imperial Tea Co., Ltd.—	
Central Duars Division ...	<i>McLeod & Co. Ditto ditto.</i>
Chuapara " ...	
Jainti " ...	
New Glencoe " ...	
Washabarrie " ...	
The Consolidated Tea Lands Co., Ltd.—	<i>Finlay, Muir & Co. Ditto ditto.</i>
Dam Dim Division ...	
Kumlai " ...	
Rungamuttee " ...	
Nakhati " ...	
Soongachi " ...	
Nowera Nuddy " ...	<i>Fardine, Skinner & Co, Ditto ditto.</i>
Cachar & Duars Tea Co., Ltd.—	
Meteli Division ...	
Baradighi Tea Co., Ltd. ...	<i>p. pro. Shaw, Wallace & Co., G. Kingsley.</i>
Buxa Duars Tea Co., Ltd. ...	
Leesh River Tea Co., Ltd. ...	<i>King Hamilton & Co. Ditto ditto.</i>
Killicott Tea Co., Ltd. ...	
Singlo Tea Co., Ltd.—	<i>Gillanders, Arbuthnot & Co., Ditto.</i>
Telipara Tea Estate ...	
Bundapani Tea Estate ...	
Empire of India and Ceylon Tea Co.—	
Hahaipatha Tea Estate ...	<i>A Oliver, Joint Superintendent. Ditto ditto.</i>
Dangua Jhar Tea Estate ...	
Good Hope Tea Estate ...	
Tasati Tea Estate ...	
The Duars Tea Co., Ltd.—	
Bamandanga Division ...	<i>Begg, Dunlop & Co. Ditto ditto.</i>
Tondoo " ...	
Ghutea " ...	
Nagrakatta " ...	
Indong " ...	
Bhogotpore " ...	
Hilla " ...	
Grassmore " ...	
Kurti " ...	<i>Octavius Steel & Co. Signed Rules 28th November 1900.</i>
The Bullabaree Tea Estate ...	
The Dn. of the Nedeem Tea Co., Ltd.—	
Sylee Division ...	
Nya Sylee ...	
Chengmari ...	
Baintbarie ...	
Kumai ...	
Lookson ...	<i>Messrs. King Hamilton & Co. Signed Rules 7th January 1901.</i>
Dalgaon ...	
Toorsa ...	
Phoolbarie Tea Co., Ltd. ...	<i>W. S. Cresswell & Co. Signed Rules 25th January 1902.</i>
Bagracote ...	
Baintguri ...	
Toonbari ...	<i>R. H. Morton, Esq., Signed Rules 2nd April 1902.</i>

No. 10.—(MADRAS.)

Number of Tea Gardens, Acreage, and Approximate Strength of Labour Force.

MADRAS tea districts.	Number of tea gardens.	Acreage under tea.	Strength of permanent labour force.	Daily average of temporary employes.	Estimated number on tea estates.	Number annually imported.
1	2	3	4	5	6	7
Nilgiris	113	7,664	Not given	Not given	5,000-6,000	Not given.
Malabar-Wynaad	25	4,085	334*	2,056*	...	5,000†
Coimbatore (Anamalais)	6	592	46*	77*	...	Not given
Total Madras tea districts	144	12,341	380	2,133	...	...
Travancore	80	24,879	12,893	7,217	...	Not given.

* Collector states that figures given by him are unreliable.

† Estimated by Collector.

No. 11.—(MADRAS.)

Return of Cases under Act XIII of 1859 from Nilgiri district in 1903.

Cases by plantors against maistries.			Cases by planter against coolies.			Cases by maistries against coolies.			Total number of cases under Act XIII brought to trial in 1903.
Number in which accused were brought to trial.	Number of convictions.	Number in which accused admitted contract and receipt of advance.	Number in which accused were brought to trial.	Number of convictions.	Number in which accused admitted contract and receipt of advance.	Number in which accused were brought to trial.	Number of convictions.	Number in which accused admitted contract or receipt of advance.	
1	2	3	4	5	6	7	8	9	10
55	31	32	28	26	24	149	93	96	232
Number of tea gardens.			Number of coffee estates.		Acreage under tea.		Acreage under coffee.		Estimated number of coolies on tea and coffee estates.
11			12		13		14		15
113			476		7,664		25,981		15,000 to 20,000

No. 12.—(MADRAS.)

Specimen of Agreement between a Maistry and Planter.

Memorandum of Agreement entered into this 6th day of May 1903 between the manager of A—tea estate and M—maistry of—village,—taluk, Coimbatore district.

This is to certify that the said M—maistry does hereby contract and agree to work on the A—estate with a gang of 20-able-bodied coolies, of which 10 are to be men and 10 are to be women.

To weed, dig, manure, farm, etc., and to do any estate work that may be required of me and my coolies.

That I am to receive pay at the rate of 10 per cent. on the earnings of my coolies, provided, I have my full gang otherwise according to the wish of the manager whose decision I agree to accept as final. Rate of pay for men Rs. 6 and good able-bodied women Rs. 4 as existing in the district. That I must have my full gang every day, viz., 10 men and 10 women, on the roll-call. In the event of my coolies being short, sick, or unable to do any work, I agree to get substitutes instead. That I and my coolies agree to work for a period of 11 calendar months from date of our arrival on the estate on 15th June 1903.

That I and my coolies shall submit to discipline and promptly obey all lawful orders which may be received from persons in authority over myself and my coolies.

In consideration of the above agreement I the said M—maistry do hereby acknowledge to have received an advance of Rs. 100 only. That I agree to repay the above advance in the 5 following instalments :—

	Rs.
31st August 1903	20
31st October „	20
31st December „	20
28th February 1904	20
30th April „	20

The contents of the agreement have been translated to me in my own language before the undermentioned witnesses.

Witness.

M.—maistry.

No. 13.—(MADRAS.)

Specimen of Agreement between Planter and Labourer.

Memorandum of agreement entered into on the 9th day of November 1902 between Mr. of P estate, district Coimbatore, and C , son of N of N village, Mettapalaigam taluq, district Coimbatore—

Witnesseth that in consideration of the sum of Rs. 60 this day advanced to me for work to be done under this contract and to be repaid by deduction from the sums to accrue due to me for the services I hereby agree to render, I, the said C labourer do hereby contract with the said Mr. to do all such works on or in connection with the P estate in the Nilgiri district by labourers for the period of 10 months from this date to 8th August 1903, by myself and together with 12 other labourers, I and the said 12 other labourers receiving in payment thereof the wages current for similar work in the Nilgiri district.

In witness, etc.

Witnesses.

C—labourer.

No. 14.—(MADRAS.)

Specimen of complaint under section 2, Act XIII of 1859.

Sheweth that petitioner advanced P maistry the sum of Rs. 140 on the 30th June 1903 to work on H estate with 40 coolies for a period of one year, but the defendant has failed to keep to his agreement, and has only 5 coolies now working for the estate. So petitioner prays for a warrant for his arrest and that he may be ordered to perform the contract.

No. 15.—(MADRAS.)

Specimen judgment in case under Act XIII of 1859 against a maistry.

The accused received an advance of Rs. 140 and had agreed in writing with the complainant to work on H estate from 20th July 1903 to 20th July 1904 with a gang of 40 coolies, and this he failed to do. He admits the contract and advance, but pleads that sickness had prevented him from fulfilling the terms of his contract. This is the ordinary excuse which he cannot substantiate. He is found guilty of wilful breach of his agreement, and is directed at the option of the complainant to work from this day till the 20th July 1904 with a gang of 40 coolies and to pay court costs, Re. 1-4-0.

—Stationary Sub-Magistrate, Coonoor.

5-10-1903.

No. 16.—(CEYLON.)

Scheme for Labour Agency on the Coast.

I. That all estates joining the Labour Agency do subscribe 10 cents per cultivated acre for not less than two years.

II. That in terms of resolution (V) Government be asked to contribute Rs. 11,000 per annum, being half of the proposed salary of European Agents.

[Resolution (5) referred to:—“That a recruiting agency be formed on the Coast, to which estates be asked to subscribe at the rate of 10 cents per cultivated acre per annum, and that Government be asked to pay half the salary of the Agent, and that the details of the scheme be left to a small Sub-Committee.”]

III. That an Agent be appointed on a salary of Rs. 12,000 per annum with two European Assistants.

IV. That the duty of the Agent will be :—(a) to establish offices at Trichinopoly, Madura, and elsewhere, as may be decided ; (b) to travel through the surrounding districts, keep diaries, collect information, forward a report every fortnight together with copy of diaries to the Committee in

Ceylon. This report to be circulated to subscribers. (e) On the application of a Kangani for money to satisfy himself as far as possible as to existence of coolies ready to go to Ceylon and to communicate with the Superintendent direct.

V. *Recommendations to subscribers.*

(a) That the subscribers should advise the Agent of all sums, say, over Rs. 250 sent to the Coast together with the name of Kangani, Village, Taluk, and as many particulars as possible.

(b) That Superintendents may remit money direct to the Agent to be handed over to the Kangani; should he (the Agent) be satisfied with his *bona fides*, no liability to be attached to the Agent for money advanced.

(c) That subscribers should keep the Agent supplied with a certain number of tin tickets.

The following is a rough estimate of the cost of the scheme.

	Rs.
European Agent's salary	12,000
European Assistants	10,000
Rent of Office	1,000
Office Assistants	750
Peons, including <i>batta</i> , travelling, etc.	3,600
Office equipment for one year, stationery	1,000
Contingencies, Printing and Sundry Postages	1,650
	30,000
Government contribution	11,000
	19,000

A. PHILIP,

Secretary to the Planters' Association of Ceylon.

N.B.—It is particularly desired that estates willing to join the scheme should notify same as early as possible, giving acreage.

No. 17.—(CEYLON.)

Specimen Tundu or preliminary Discharge Note.

LABOUR FEDERATION OF CEYLON.

TUNDU.

_____ Estate. (Date) _____ 190 .
 On _____ day of _____ 19 _____ Bearer _____
 _____ Kangani and _____ Coolies will be paid off from
 this Estate on bringing Rupees _____ (Rs. _____)
 This note holds good until _____ day of _____ only, when it must be
 returned for renewal if necessary.

NAMES.

Adults.		Children.	
Males.	Females.	Males.	Females.

N.B.—If any Sinhalese are in the gang, the number and sex of these should be noted.

No. 18.—(CEYLON.)

Specimen Discharge Note.

No. _____

DISCHARGE NOTE.

District _____ Estate. Date _____

The undermentioned coolies have been paid off from the above Estate and their debts Rupees _____ Cents _____ (Rs. _____) recovered.

Cause of discharge:—

NAMES.

--	--	--	--

Total number in writing: _____ Superintendent.

No. 19.—(CONCLUSION.)

Specimen Agreement under section 492, Indian Penal Code.

CONTRACT UNDER SECTION 492, INDIAN PENAL CODE, BETWEEN LABOURER AND EMPLOYER.

This contract made this _____ day of _____ 190 _____ between _____ (whose description is given below and who is hereinafter called the Labourer) of the one part and _____ Manager of _____ (hereinafter called the "Employer") of the other part witnesseth that the Employer hereby agrees to convey the Labourer at the expense of the Employer to the [Name of Estate] in ^{Assam} Cachar in British India and that the Labourer hereby agrees to proceed forthwith to the said Tea Estate and there labour as a garden coolie for the Employer for _____ years of _____ working days each from the date of this Contract, and during that period unless prevented by sickness or other reasonable cause to perform such daily tasks as may be assigned to him, and the Labourer hereby further agrees that unless prevented as aforesaid he will not absent himself from work or refuse or neglect to perform such daily tasks as may be assigned to him or such other duties as he may be reasonably called upon to perform, and that any such refusal or neglect shall render him liable to the provision of Section 492 of the Indian Penal Code, and this contract further witnesseth that in consideration of the agreement on the part of the Labourer hereinbefore contained the Employer will during the continuance of this contract pay the Labourer monthly wages at the rate of _____ a month such wages being calculated and paid according to the actual number of days on which the Labourer shall work.

In witness whereof the parties have hereunto set their hands the day and year first above written.

Witness.

Signature or mark of Labourer.

Signature of Employer or his Agent.

Name.	Father's name.	Age.	Sex.	Caste.	Zillah.	Thana.	Village.	Descriptive marks.
1	2	3	4	5	6	7	8	9

No. 20.—(CONCLUSION.)

Specimen Agreement under Section 492, Indian Penal Code, and Act XIII of 1859.

EIGHT-ANNA COURT-FEE STAMP.

CONTRACT BETWEEN LABOURER AND EMPLOYER.

This contract made under the provisions of section 492 of the Indian Penal Code between _____ (herein below described and hereinafter called the Labourer) of the one part and _____ (hereinafter called the Employer) on the other part, WITNESSETH, that the said Employer doth hereby agree and promise to pay for and on account of the said Labourer all ^{his} _{her} feeding, clothing and transit or other charges to _____ and to deport the said Labourer free of all cost to the Estate of the said Employer, also to pay to the said Labourer monthly wages of Rs. 4 from the date on which the said Labourer commences to labour on account of the said Employer the said wages to be calculated and paid according to the actual amount of daily work done.

And this Contract further witnesseth that in consideration of the abovementioned promises covenanted for and made by the said Employer, the said Labourer doth hereby agree and promise to proceed forthwith to, and to remain and labour on the Estate or Estates of the said Employer in any legitimate work on the Estates of the said Employer in the District of _____, and to carry out to the best of ^{his}/_{her} ability all legal orders and instructions of the said Employers for the term of THREE years from the date of this Contract, deducting always one day's leave per week, i.e., for the term of 939 full working days of 10 hours each, and any extra privilege or sick leave taken within the term of three years by the said Labourer will be worked out by the said Labourer after the expiry of the said three years.

And the said Labourer doth hereby further agree and covenant that in the event of any breach of the above Contract on ^{his}/_{her} the said Labourer's part, then the abovementioned charges of feeding, clothing and transit and other expenses incurred on ^{his}/_{her} the said Labourer's behalf, amounting to not more than Rs. 50 by the said employer, shall and will be considered as an advance or loan legally recoverable from ^{him}/_{her} the said Labourer, by the said Employer, and the said Labourer will in such case render ^{himself}/_{herself} liable under the Penal Provisions of Act XIII of 1859.

IN WITNESS whereof the said parties to this Contract have hereunto set their hands at this 27th day of January 1900.

Witness,

for Employer.

His Mark.

Witness,

Labourer.

Expired. Need not be returned.

R. K. T.

Form of Description of Labourer.

Name of Labourer.	Father's name.	Sex.	Age.	Caste.	Residence.			Sardar or recruiter.	
					District.	Thana.	Village.		
1	2	3	4	5	6	7	8	9	10

Descriptive marks for identification of Labourers.

I hereby certify that this Labourer has been specially examined by me, and that ^{he}/_{she} has been declared to be physically sound and fit for labour in the Tea Gardens of _____

1900.

Civil Surgeon of _____

L

SHILLONG :—Printed and published by E. HILL, Press Superintendent, Assam, at the Secretariat Printing
Office : (Rev.) No. 20—500—4-5-1904