

XXXIX. A person of color, who has no parent living in the District, and is ten years of age, and is not an apprentice, may make a valid contract for labor or service for one year or less.

XL. Contracts between masters and servants may be set aside for fraud or unfairness, notwithstanding they have been approved.

XLI. Written contracts between masters and servants, shall be presented for approval, within twenty days after their execution.

XLII. Contracts for one month or more, shall not be binding on the servant, unless they are in writing, and have been presented for approval within the time aforesaid.

XLIII. For any neglect of the duty to make a contract as herein directed, or the evasion of that duty by the repeated employment of the same persons for periods less than one month, the party offending shall be guilty of a misdemeanor, and be liable on conviction to pay a sum not exceeding fifty dollars, and not less than five dollars, for each person so employed. No written contract shall be required, when the servant voluntarily receives no remuneration, except food and clothing.

XLIV. For the approval of contracts, the following sums, to be called aids, shall be paid to the District Judge or the Magistrate, as the case may be, in cash, when the contract is approved, provided no aid shall be paid for any servant under twelve years of age:

For a contract for one month or less, for each servant.....	\$0 25
For a contract not exceeding three months and more than one month, for each servant.....	0 50
For a contract not exceeding six months and more than three months, for each servant.....	0 75
For a contract for one year, or any time more than six months, for each servant.....	1 00
For a contract for more than one year, for each year or part of a year over one year, for each servant.....	1 00
One half of which aids shall be paid by the master, and one-half by the servant.	

REGULATIONS OF LABOR ON FARMS.

XLV. On farms or in out-door service, the hours of labor, except on Sunday, shall be from sun-rise to sun-set, with a reasonable interval for breakfast and dinner. Servants shall rise at the dawn in the morning, feed, water and care for the animals on the farm, do the usual and needful work about the premises, prepare their meals for the day, if required by the master, and begin the farm work or other work by sun-rise. The servant shall be careful of all the animals and property of his master, and especially of the animals and implements used by him, shall protect the same from injury by other persons, and shall be answerable for all property lost, destroyed or injured by his negligence, dishonesty, or bad faith.

XLVI. All lost time, not caused by the act of the master, and all losses occasioned by neglect of the duties hereinbefore prescribed, may be deducted from the wages of the servant; and food, nursing and other necessities for the servant, whilst he is absent from work on account of sickness or other cause, may also be deducted from his wages. Servants shall be quiet and orderly in their quarters, at their work, and on the premises; shall extinguish their lights and fires, and retire to rest at reasonable hours. Work at night, and out-door work in inclement weather, shall not be exacted unless in case of necessity. Servants shall not be kept at home on Sunday, unless to take care of the premises, or animals thereupon, or for work of daily necessity, or on unusual occasions; and in such cases only so many shall be kept at home as are necessary for these purposes. Sunday work shall be done by the servants in turn, except in cases of sickness or other disability, when it may be assigned to them out of their regular term. Absentees on Sunday shall return to their homes by sun-set.

XLVII. The master may give to a servant a task at work about the business of the farm, which shall be reasonable. If the servant complain of the task, the District Judge, or a Magistrate, shall have power to reduce or increase it. Failure to do a task, shall be deemed evidence of indolence, but a single failure shall not be conclusive. When a servant is entering into a contract, he may be required to rate himself as a full hand, three-fourths, half, or one-fourth hand, and according to this rate, inserted in the contract, shall be the task, and of course the wages.

XLVIII. Visitors or other persons shall not be invited or allowed by the servant, to come or remain upon the premises of the master, without his express permission.

XLIX. Servants shall not be absent from the premises without the permission of the master.

RIGHTS OF MASTER AS BETWEEN HIMSELF AND HIS SERVANT.

L. When the servant shall depart from the service of the master without good cause, he shall forfeit the wages due to him. The servant shall obey all lawful orders of the master or his agent, and shall be honest, truthful, sober, civil and diligent in his business. The master may moderately correct servants who have made contracts, and are under eighteen years of age. He shall not be liable to pay for any additional or extraordinary services or labor of his servant, the same being necessary, unless by his express agreement.

CAUSES OF DISCHARGE OF A SERVANT.

LI. The master may discharge his servant for wilful disobedience of the lawful order of himself or his agent; habitual negligence or indolence in business; drunkenness, moral or legal misconduct; want of respect and civility to himself, his family, guests or agents; or for prolonged absence from the premises, or absence on two or more occasions without permission.

LII. For any acts or things herein declared to be causes for the discharge of a servant, or for any breach of contract or duty by him, instead of discharging the servant, the master may complain to the District Judge or one of the Magistrates, who shall have power, on being satisfied of the misconduct complained of, to inflict, or cause to be inflicted, on the servant suitable corporal punishment, or impose upon him such pecuniary fine as may be thought fit, and immediately to remand him to his work; which fine shall be deducted from his wages, if not otherwise paid.

LIII. If a master has made a valid contract with a servant, the District Judge or a Magistrate, may compel such servant to observe his contract, by ordering infliction of the punishment, or imposition of the fine hereinbefore authorized.

RIGHTS OF MASTER AS TO THIRD PERSONS.

LIV. The master shall not be liable for the voluntary trespasses, torts or misdemeanors of his servants. He shall not be liable for any contract of his servant, unless made by his authority; nor for the acts of the servant, unless they shall be done within the scope of the authority entrusted to him by the master, or in the course of his employment for the master; in which excepted cases the master shall be answerable for the fraud, negligence or want of skill of his servant. The master's right of self-defence shall embrace his servant. It shall be his duty to protect his servant from violence by others, in his presence, and he may render him aid and assistance in obtaining redress for injury to his rights of person or property.

LV. Any person who shall deprive a master of the service of his servant, by enticing him away, or by harboring and detaining him, knowing him to be a servant, or by beating, confining, disabling or otherwise injuring him, shall be liable, on conviction thereof, to a fine not exceeding two hundred dollars, and not less than twenty dollars, and to imprisonment or hard labor, at the discretion of the Court, not exceeding sixty days; and, also, to an action by the master to recover damages for loss of services.

LVI. The master may command his servant to aid him for the defence of his own person, family, premises or property; or of the person or property of any servant on the premises of the master; and it shall be the duty of the servant promptly to obey such command.

LVII. The master shall not be bound to furnish medicine or medical assistance for his servant, without his express engagement.

LVIII. A master may give the character of one who has been in his service to a person who may make inquiry of him; which shall be a privileged communication, unless it be falsely and maliciously given. And no servant shall have power to make a new contract, without the production of the discharge of his former master, District Judge or Magistrates.

LIX. Any person who shall wilfully misrepresent the character of a servant, whether he has been in his service or not; either for moral qualities, or for skill or experience in any employment or service, shall be liable to an action for damages by any one who has been aggrieved thereby.

LX. Upon the conviction of any master of larceny or felony, the District Judge shall have the right, upon the demand of any white freeholder, to annul the contract between such convict and his colored servants. If any white freeholder shall complain to the District Judge that any master so manages and controls his colored servants as to make them a nuisance to the neighborhood, the Judge shall order an issue to be made up and tried before a Jury, and if such issue is found in favor of the complainant, the District Judge shall annul the contract between such master and his colored servant or servants, and in each of the cases above provided for, he shall not approve any subsequent contract between such person and any colored servant for two years thereafter.

RIGHTS OF SERVANT AS BETWEEN HIMSELF AND MASTER.

LXI. The servant may depart from the master's service for an insufficient supply of wholesome food; for an unauthorized battery upon his own person, or one of his family, not committed in defence of the person, family, guests or agents of the master, nor to prevent a crime or aggravated misdemeanor; invasion by the master of the conjugal rights of the servant; or his failure to pay wages when due; and may recover wages due for services rendered to the time of his departure.

LXII. The contract for service shall not be terminated by the death of the master, without the assent of the servant. Wages due to white laborers and to white and colored servants, shall rank as rent does in case of the insufficiency of the master's property, to pay all debts and demands against him, but not more than one year's wages shall be so preferred. When wrongfully discharged from service, the servant may recover wages for the whole period of service according to the contract. If his wages have not been paid to the day of his discharge, he may regard his contract rescinded by the discharge, and recover wages up to that time.

LXIII. The master shall receive into his employment the servant with whom he has made a contract, but any of the causes which may justify him in discharging a servant, shall justify him in refusing to receive him.

LXIV. The master shall, upon the discharge, or at the expiration of his term of service, furnish the servant with a certificate of discharge, and at the request of the servant, give him a certificate of character.

MUTUAL RIGHTS OF MASTER AND SERVANT.

LXV. Whenever a master discharges a servant, the servant may make immediate complaint to a District Judge, or Magistrate, and whenever a servant departs from his master's service, the master may make like complaint. In either case, the District Judge, or Magistrate, shall by summons or warrant, have the parties brought before him, hear them and their witnesses, and decide as to the sufficiency of the cause of his discharge or departure. This decision shall not affect or prejudice any further action on either side, but it may avail to restore the relation of master and servant between the parties, if that be ordered. If the servant be decided to have been unlawfully discharged, and should desire to return to service under his contract, the master shall be compelled to receive him, under the penalty of twenty dollars, in case of his refusal. If the master desire the return of a servant, who has been decided to have departed without sufficient cause, the servant may be compelled, by fine and corporal punishment, to return to the service of the master, and perform his duties under the contract.

RIGHTS OF SERVANTS AS TO THIRD PERSONS.

LXVI. The servant shall not be liable for contracts made by the express authority of his master.

LXVII. A servant shall not be liable, civilly or criminally, for any act done by the command of his master, in defence of the master's person, family, guests, agents, servant, premises or property. He shall not be liable, in an action *ex delicto*, for any tort committed on the premises of the master by his express command.

HOUSE SERVANTS AND OTHERS NOT IN HUSBANDRY.

LXVIII. The rules and regulations prescribed for master and servant, apply to persons in service, as household servants, conferring the same rights and imposing the same duties, with the following modifications:

LXIX. Servants and apprentices employed as house servants in the various duties of the household, and in all the domestic duties of the family, shall, at all hours of the day and night, and on all days of the week, promptly answer all calls and obey and execute all lawful orders and commands of the family in whose service they are employed.

LXX. It is the duty of this class of servants to be especially civil and polite to their masters, their families and guests, and they shall receive gentle and kind treatment.

FOR ALL SERVANTS.

LXXI. In all contracts between master and servant for service, the foregoing regulations shall be stipulations, unless it shall be otherwise provided in the contract, and the following form shall be a sufficient contract, unless some special agreement be made between the parties:

Form of Contract.

I (name of servant) do hereby agree with (name of master) to be his (here insert the words "household servant" or "servant in husbandry," as the case may be,) from the date hereof, at the wages of (here insert the wages, to be paid by the year or month); and in consideration thereof I (name of master) agree to receive the said (name of servant) as such servant, and to pay him the said wages, this _____ day of _____ 186 ____.

A. B.

C. D.

Witness, E. F.

I approve the above contract this _____ day of _____ 186 ____.

G. H., Judge of the District Court or Magistrate.

After the words "servant in husbandry" may be inserted, if it be required, the words "to be rated as full hand, three-fourths hand, half hand, or one-fourth hand," as the case may be.

MECHANICS, ARTISANS AND SHOP-KEEPERS.

LXXII. No person of color shall pursue or practice the art, trade or business of an artisan, mechanic or shop-keeper, or any other trade, employment or business (besides that of husbandry, or that of a servant under a contract for services or labor) on his own account and for his own benefit, or in partnership with a white person, or as agent or servant of any person, until he shall have obtained a license therefor from the Judge of the District Court—which license shall be good for one year only. This license the Judge may grant upon petition of the applicant, and upon being satisfied of his skill and fitness, and of his good moral character, and upon payment, by the applicant, to the Clerk of the District Court of one hundred dollars, if a shop-keeper or pedlar, to be paid annually, and ten dollars, if a mechanic artisan, or to engage in any other trade, also to be paid annually: *Provided, however,* That upon complaint being made and proved to the District Judge of an abuse of such license, he shall revoke the same, and: *Provided, also,* That no person of color shall practice any mechanical art or trade, unless he shows that he has served an apprenticeship in such trade or art, or is now practicing such trade or art.

LXXIII. For violation of the prohibition contained in the section next preceding, the offender, upon conviction thereof before the Judge of the District Court, shall pay, for each offence, a fine of double the amount of such license; one-half whereof shall go the informer, who shall be a competent witness.

LXXIV. The sums paid to the Clerk for these licenses shall be aids, and

MARRIED,

On the 14th inst., by the Rev. C. Bruce Walker, Dr. B. W. TAYLOR, of Columbia, to ANNA HEYWARD, daughter of Nathaniel Heyward, Esq., of Beaufort.

Funeral Invitation.

The friends and acquaintances of Mr. and Mrs. MICHAEL McELRONE, and of Mr. Hugh McElrone and family, are respectfully invited to attend the funeral of the former, from his residence on Main street, THIS MORNING, at 10 o'clock.

Nomination for the Mayoralty.

MANY friends of Dr. EDWARD SILL hereby respectfully recommend him for the Mayoralty of this city, at the election to be held on the first MONDAY in April next.

It will no doubt be remembered—especially by citizens of somewhat mature age—that, some years ago, Dr. Sill was called, for three consecutive terms, to preside over the municipal affairs of Columbia as its Intendant, without salary. He is, therefore, not without experience in the duties of the office. If, then, in the present aspect of things, there is need of our possessing the qualifications of industry, fidelity, economy and thorough business habits, coupled with official experience, into whose hands must be committed the administrative affairs of the city—then will these all be found, in a great measure, united in the individual hereby nominated.

Dec 21

th

A PUBLIC LODGE OF SORROW, in memory of Past Grand Master JOHN H. BOATWRIGHT and Past Deputy Grand Master R. B. BOYLSTON, will be held on THURSDAY EVENING, 21st inst., at 7½ o'clock, at the Baptist Church. A eulogy will be pronounced by Rev. J. L. REYNOLDS, D. D., Grand Chaplain. The ladies are respectfully invited to attend. The craft will assemble in rear of the Church, at 7 o'clock precisely. Dec 20

Wanted to Hire,

A COMPETENT NURSE for a child a year old; white or colored. A first-rate House Servant. A first-rate Chambermaid. The best recommendations required. Apply at this office. Dec 21

Lime! Lime!

7 BBLs. LIME, for building purposes, for sale LOW by SHELTON, CALVO & WALSH, Bull street. Dec 21 2

FIRE CRACKERS, ROMAN CANDLES!

AND a general assortment of FIREWORKS. For sale by SHELTON, CALVO & WALSH, Bull st., 1 square West Nickerson's Hotel. Dec 21

Annual Meeting of Stockholders

OF COLUMBIA GAS-LIGHT COMPANY. THE above meeting will take place on THURSDAY, 28th inst., at 11 o'clock, at the office of Messrs. Clarkson & Talley, Washington street. JACOB LEVIN, Secretary Columbia Gas-light Co. Dec 21

Look at This!

SHODAIR & STIEGLITZ,

Main Street, near Washington, HAVE just received a fine assortment of FRENCH CONFECTIONERY. TOYS. FIREWORKS.

Fine Smoking and Chewing Tobacco. Besides an excellent assortment of Fancy Articles, etc., suitable for Christmas presents. They are also prepared to furnish parties, etc., with handsomely iced and ornamented Cakes. An inspection of their stock is invited. Dec 21

For Christmas!

CANDY, FIREWORKS, TOYS, &c.

50 LBS. Mixed French SUGAR PLUMS. 50 LBS. JELLY GUM DROPS. 50 LBS. BURNT ALMONDS. 25 " COCOA-NUT CANDY.

ALSO, FIREWORKS of every description. FIRE CRACKERS, CANDY TOYS and numerous other Christmas presents. Just received and for sale by

E. H. MOISE, Pickens street, opp. Nickerson's Hotel. Dec 21

Wanted to Rent,

A HOUSE containing about six rooms—five, at least, with fire-places—with Kitchen, Store-room and other usual out-buildings. One in the suburbs, with a few acres of land attached, preferable. Apply at once at this office. Dec 19 2