

On chains and coercion: labor experiences in south-central Brazil in the nineteenth century

*Sobre cadeias e coerção: experiências de
trabalho no Centro-Sul do Brasil do século XIX*

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RESUMO

Por meio de um fragmento da história de uma imigrante portuguesa estabelecida no Centro-Sul cafeeiro de meados do século XIX, o artigo pretende recuperar aspectos das experiências vivenciadas por trabalhadores juridicamente livres naquele contexto. Busca-se demonstrar os elementos coercitivos presentes nessas relações de trabalho, o papel desempenhado pelo poder público na restrição à autonomia dos trabalhadores, e as contradições e conflitos presentes no processo que se convencionou denominar “transição do trabalho escravo para o trabalho livre”.

Palavras-chave: imigração; transição trabalho escravo – trabalho livre.

ABSTRACT

Through a fragment of the history of a Portuguese immigrant settled in the south-central coffee region in the nineteenth century, this article intends to recover aspects of experiences of legally free workers in that context. It is intended here to demonstrate the coercive elements present in these labor relations, the role of the state in restricting worker autonomy, and the contradictions and conflicts present in the process conventionally called ‘the transition from slave labor to free labor.’

Keywords: immigration; slave labor – free labor transition.

On 14 August 1858, Teresa Soares signed a labor contract with Bernardino José de Campos, a lawyer and also the owner of a bakery, attached to his house in Campinas (SP). This paper obliged Teresa and her children “to serve [their employer] with all types of domestic service due from a servant.” For the tasks carried out – cooking, washing, and ironing – the woman and her two children would receive 21\$000rs per month. Teresa would be paid

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10\$000rs; her 15 year old daughter Bernardina Leopoldina would receive 6\$000rs, and Bernardino Soares, her youngest child, would make 5\$000rs. She and her children – who curiously had the same forename as their employer – would live in the latter’s house.¹

In addition to Teresa, Bernardino had various other servants working in the bakery or in domestic tasks. Some were free workers, such as Teresa; but there were also rented slaves, such as Catarina – a 58 year old African – and Joana – “forty and something” –, both cooks.² Despite renting slaves, Bernardino de Campos would later have the opportunity to declare that he had deliberately decided not to use slave workers because, as he said, he wanted “to accompany the ideas of the time”; and also – and this might be the motive which deserves more credit, because of the increase in the price of slaves after the halting of the importation of slaves in 1850 – “because it [was] difficult to spend large sums on slaves for domestic service.” He, therefore, “gave up the captives who had previously served him and understood that he should have servants to replace the slaves in his house.” With this purpose, he stated, he made this labor contract with Teresa and her two underage children in the middle of August 1858.

However, despite relying on free labor, a little more than two months later Bernardino José de Campos, displeased with his servant, sent the Justice of the Peace a petition demanding that Teresa be arrested. The judge immediately ordered that this be done, and an office of the court was sent to “arrest the colonist, delivering her to the warder of the jail.” Her children were placed by the judge of orphans under the responsibility of someone who certainly used their services in exchange for the ‘care’ provided.

On 25 October Teresa was in the jail in Campinas, where she would remain for almost two years, far from her children.

This small – but dramatic – fragment of the lives of Teresa and her children allows certain interpretations about what is conventionally called the ‘transition from slave to free labor,’ not only in relation to the ‘ideas of the time,’ to which Bernardino de Campos referred, but also the experiences of those who lived through this very contradictory process in which free labor was constituted through a series of coercive measures, even carried out by the public authorities – by the courts, and in accordance with the law.

TERESA AND THE CHAIN OF DEBT

Teresa Soares and her children were Portuguese from Vila Real, a city in the extreme north of the country, in the Trás-os-Montes and Alto Douro region. It is not possible to specify when the three came to Brazil, but they possibly arrived between 1855 and 1857. She had been married, but left Portugal without her husband, who she said had abandoned her. Teresa's condition did not follow the usual pattern of migratory transference, as it was more common for women to move in the company of their parents or husbands.³ As Verena Stolcke has noted, since the middle of the twentieth century, following the introduction of free workers in São Paulo agriculture, owners of coffee plantations preferred to contract families, instead of isolated individuals. The members of the family – even children, at 7 or 8 – increased the productive capacity of the group at prices much lower than the market. Furthermore, this type of hiring favored the exercise of control and the maintenance of discipline, 'enrooting' the workers, stimulating them to produce and maintain themselves in the property, discouraging 'nomadism' which, as we will see, was one of the great problems faced by those who hired workers.⁴ Perhaps the plantation owner, Luiz Pinto de Souza Aranha, a coffee grower in the town of Amparo, close to Campinas, took both aspects into account when he hired Teresa: women and children could be hired at much lower prices than men and were effective in various agricultural tasks; unmarried and with two children to raise, she might have been more susceptible to the disciplinary control exercised over the colonists. As we will see, this did not prove to be correct, at least not totally.

According to Scott, the region where Teresa and her children went to work, was where could be found the majority of Portuguese migrants who came to the Province of São Paulo during the nineteenth century (Scott, 2006). Since the beginning of the 1840s, Nicolau Pereira de Campos Vergueiro had been hiring emigrants in the Minho region and brought them to his plantation located in the so-called Oeste Paulista. At the start Vergueiro had hired around eighty Portuguese, all *minhotos*, who worked on the coffee which he had introduced into his lands to replace sugarcane, which was still predominant in the region.⁵ Although the colony of Souza Aranha, to where Teresa went, was not the largest,⁶ various other Portuguese worked and lived on the same property. Teresa had very close contacts with them; though with some relations must not have been very friendly. Some of them testified in the lawsuit which Bernardino de Campos would later take against Teresa,⁷ stating

that she was a woman of terrible habits: that she was quarrelsome, was a liar, and that she used to steal and send her children to rob – not only in the colony, but had done this in Portugal. Evoking expectations about female behavior they said she was an ‘immoral person,’ because being married in Portugal, she lived in concubinage in Brazil. Souza Aranha, who also testified in the same process, when he was already Teresa’s former employer, said that she was a woman of ‘rakish customs,’ who when she came to Brazil “left her husband and wanted to marry Norberto da Silva in his colony” – one of ‘his’ colonists, who had since died.

In fact, all who testified, most of them Portuguese like Teresa, said that she had relations of concubinage with Norberto. Defending her reputation, the woman denied what she considered to be gossip, said that she had been abandoned by her husband in her native land nine years previously, and in all that time of separation she had had no children, which unequivocally proved that she had not maintained the ‘immoral’ relations imputed to her. She also stated that if Norberto had always been in her house, it was not due to concubinage, as had been stated, but because she had washed his clothes in exchange for payment.

Perhaps due to the unfriendly relations encountered in the colony, at a certain point of her contract with Souza Aranha and after Norberto had died, Teresa decided that she wanted to change employer. At that time she had a debt with her employer of around 500,000 réis, a debt which she possibly began to build up when still in Europe. The migration of workers involved investments in an extensive and complex chain, which ran from the authorities of the country of origin to European and Brazilian shippers, who at that time worked most especially in Hamburg, Antwerp and Porto – where the majority of migrants from Teresa’s native region embarked. These extensive chains also involved shipping companies and receptors in Brazil, amongst whom in the 1850s, the above mentioned Vergueiro e Cia., based in Santos, stands out.⁸ Many foreigners signed contracts with this ‘colonizing’ company, most of which were transferred to third parties, in general plantation owners in need of labor, who being the final link in the chain took the immigrants for themselves, tying them down with the debt, which they were supposed to repay with their labor. This type of transfer may have occurred in the case of the contract Teresa signed with Souza Aranha. Whether or not this was the case, she could not just ‘absent herself’ from his colony. To do this, she needed to pay not only the 500,000 réis of her debt, but the double; if she left without making this payment, she also ran the risk of being imprisoned.

At least, this was what was stated in the legal dispositions which regulated contracts of the type Teresa had made with Souza Aranha. The 1837 Services Location Law, which covered contracts with foreign workers, stipulated that:

the locator [worker] who, without due cause, leaves or absents himself before completing the time of the contract, will be arrested wherever he is found, and will not be released until he pays all he owes in double to the lessee, discounting any wages owed; if he cannot pay, he will serve the lessee without payment for all the time left to complete the contract.⁹

The law was aimed at not only guaranteeing that workers would pay with their labor the debts they had contracted with their employers, but to also assure the latter some stability in their labor forces. Debt was, thus, an important element in controlling workers throughout most of the nineteenth century.¹⁰ In a context in which demand for labor surpassed its availability, the maintaining of hired workers was a constant challenge to employers. The instruments for controlling these individuals seemed to have been more or less obvious, as they could not be the same used for slaves. Nevertheless, there were aspects of the social experience of slaves which Teresa shared: with the restriction of the choice of whom to work for certainly being one of these.

Establishing strict limits on what was called the ‘nomadism’ of workers was one of the objectives expressed by parliamentarians when they debated and created the first law to regulate labor contracts, which was approved in 1830.¹¹ At that time, although some deputies argued that the law should simply ensure that employers would be entitled to the restitution of any sums spent on workers – or for advance payments or travel expenses in the case of immigrants –, the majority considered that the restriction of worker turnover was indispensable. “One of the contracting parties advances money,” one deputy stated,

and the one who offers services takes advantage of the money and uses it, and afterwards, when they have profited with the product of the money they received, they go to another contractor. They say [to the one who hired them first]: the money you advanced is gone – goodbye. I agree with one [servant] 10\$ and give it to him in advance. The servant uses this 10\$, 8\$ or 4\$ and profits from them, and after a few days comes to give me the 10\$, and says – I am fine, – and keeps the profit from the 10\$ and thus breaks his word? No, it is lacking to him and thereby promotes immorality.¹²

The deputy's imagination obviously argued that an onus on the debt was necessary to restrict the mobility of the hired worker. Similarly another deputy – Paulino Albuquerque – judged that a law which regulated labor contracts would only work if it could protect employers from “their neighbors [who] wanted to take him [the worker] away, offering him more interest...”¹³

In 1830 the law defined that the restrictive element on the worker mobility would be the fine to be paid for the rescission of the contract and the imprisonment of workers who did not comply with their ‘duties.’

Art. 3 – the party obliged to render services can only refuse to do this, while the other party fulfills his obligations, by repaying the advance payments, discounting the services rendered, and paying the half of what else he would have made if the contract had been completely fulfilled.

Art. 4 – In addition to the case of the preceding article, the Justice of the Peace can force the provider of services to fulfill his duty, punishing him with imprisonment, and after three ineffective corrections, condemn him to work in prison until he indemnifies the other party.¹⁴

The 1837 Law, in addition to maintaining these restrictions – a fine on the debt (paying twice what was owed) and imprisonment –, further ruled on the dangers which ‘neighbors’ could represent:

everyone who admits, or consents to have in their house, plantations, or establishments, any foreigner, bound to another in a contract for the provision of services, will pay the lessee the double which the worker owes them, and no defense will be allowed in court, without the deposit of the amount owed, though they are allowed the right to obtain this from the worker.¹⁵

The law, thereby, limited the possibilities of workers freely choosing for whom they would work. As a result to leave Souza Aranha's property Teresa would have had to pay her employer what she owed him. Or she had to find someone who would ‘buy’ her debt and become her new employer and new creditor.

BREAKING THE CHAINS AND REMAKING THE PRISON

According to what Souza Aranha said, after the death of her ‘concubine’ Teresa Soares was obstinate about leaving his plantation and became a ‘useless’

colonist who “[gave] him no rest.” Furthermore, the plantation owner stated that she stole corn from his pigsty, hit herself to make accusations against him of assaulting her, in order to “be able to leave the colony.”

It is obvious that in defaming Teresa, her former employer could have been lying to help Bernardino de Campos, who might have for assistance in the lawsuit. Whether true or not, the plantation owner’s declarations were credible and illustrated the range of resources which immigrants could use to break contracts that seemed disadvantageous to them. They used these resources because it was not easy to break a labor contract in the terms accepted by Teresa. With this strategy – also used by slaves who wanted to be sold, or to the contrary, to reverse a transaction in which they had been sold –, the woman sought to force her employer to permit her to ‘look for an employer’ – a term perhaps equivalent to the ‘looking for a master’ of slaves who wanted to be sold as they were dissatisfied with the conditions in which they lived.¹⁶

Despite being legally free, Teresa needed Souza Aranha’s permission to leave the plantation and offer her services elsewhere. She needed these to be accepted by another and for her current employer to agree to settle the value of the debt. For the new employer, in turn, it was indispensable to guarantee that the colonist’s debt was indeed settled, otherwise he could be sued for ‘enticing’ the colonists of another.¹⁷ For this reason it was common for employers to deal directly with what was seen as a transaction for the purchase of contracts. Possibly the observation of situations such as this led the Portuguese consul in Rio de Janeiro to state in the 1840s that in Brazil there were no true ‘colonists’ because, with the exception of some places where Germans had established themselves, what went on was nothing more than the “buying and selling of servants.”¹⁸

According to Souza Aranha, Teresa “disturbed the colony so much” that he had to give her the “leave to look for an employer.” She did this, later signing a contract with our acquaintance Bernardino de Campos – the lawyer and owner of the bakery in Campinas.

In this contract, signed in August 1858, it was noted that she and her children now owed Bernardino 554\$777rs, the sum paid to “our employer Luiz Pinto de Souza Aranha.” In addition to this sum, it was recognized that they would become debtors of “any other [sum] which the same gentleman [Bernardino de Campos] advances us.” In the same contract they acknowledged that they were “jointly responsible [for the payment of the debt], receiving wages of 21,000 réis ... from which wage there shall be discounted our debt and to comply with our obligations we subject ourselves to the [provisions] of

the Law of 11 October 1837.” With the 21\$000rs that the three received per month, it would take them in the best of hypotheses (if they had no other expenses, which is absolutely improbably), more than two years to pay off their debt. During this time, or for a greater period, while still in debt, they were obliged to stay with their employer.

Since Teresa left her job before paying the debt, Bernardino de Campos called on the public authorities to intervene in his labor relations with his servant, arguing that she had ‘fled’ his house, evoking the 1837 law and having Teresa sent to prison. Her prospects did not appear very good there. Either she could do forced labor and with the money she made from this pay Bernardino,¹⁹ or ‘look for an employer’ who would hire her and pay off the previous debt. This possibility, we must admit, was very remote, especially considering the troubles she had caused and would further cause.

Teresa seemed to know that the same law which allowed Bernardino to place her in prison had created some conditions to protect foreign workers, establishing some guarantees for those who came to work in Brazil. According to the law, all contracts had to be approved by the ‘general custodian of colonists’ or in his absence by the general custodian of orphans (articles 2 and 3). Also defined in the law were the ‘just causes’ with which an immigrant could rescind a contract without having to pay his debts. According to Article 10, just cause for the rescission of the contact by the worker consisted of the following:

- 1 – if the lessee [the employer] does not fulfill the conditions stipulated in the contract;
- 2 – if the same person does any harm to the person of the [worker] or infringes the honor of his wife, children or family.
- 3 – if the [employer] demands from the [worker] services not included in the contract.

Teresa used two of the three resources which the law offered her to free herself from the contact she had made. When she left her employer’s house, she went to the public prosecutor, accusing Bernardino of having had her beaten. Teresa stated that on the night before leaving his s house, the latter had sent her to the house of an acquaintance to get ‘some beans.’ On her return home she said that she was surprised in the darkness by someone who hit her and took the sack she was carrying. Since then she suspected that it had been her employer who had ordered the attack, since it was unusual to give her a

task such as this so late at night. Her suspicions increased, she later told the judge, by her employer's lack of surprise with her wounds, and when he neither investigated who had attacked or her nor took any measures. The following day her suspicions were repeated, when, according to her, she was

lying down because of the beating, when [Bernardino] demanded that she get up and offered to have the Surgeon called... and she did not want to because she realized he was teasing and then [her employer] dragged her from bed, making [her] get up and then [Teresa] ran to the street and on this occasion when she went down the stairs, [Bernardino] gave her two punches on the back and shouted for someone to grab her.

She then escaped to the street, running and screaming, saying her employer wanted to kill her.

In the various testimonies she gave during the lawsuit, Teresa also accused Bernardino of not fulfilling the 'agreement' they had made. Indirectly evoking another form of protection provided under the law – non-compliance with the conditions stipulated in the contract, a 'just cause' for the worker to rescind it –, she said that her employer had "promised her bed and board and washed clothes, while it was her who actually had wash her clothes."

Teresa seemed willing to exhaust all the possibilities the 1837 law offered her to free herself from the obligation to work for Bernardino. The situation was not favorable for him. According to the General Custodian of Orphans, before Teresa left her employer's house, a rumor spread through the town: it was stated and commented that Bernardino "wanted for libidinous purposes the servant," daughter of Teresa, a 15 year old girl. The question was raised in the lawsuit which Bernardino took against Teresa and the girl was called to testify. To the Judge of Orphans she stated that her employer constantly harassed her, inviting her to go to the '*casinha*' [the bathroom in the yard of the residence], attacking her when they were alone, and coming into her bedroom. Bernardina's accusations against her employer were confirmed by another girl, Januária, who also lived and worked in the Bernardino's house, as he was her guardian. Shortly after suing Teresa, Bernardino was legally sued by the mother of Januária, accused of having deflowered the girl, whose guardian he was.²⁰

It is practically impossible to know if Bernardino actually practiced the acts he was alleged to have done, or if he had been a victim of two women who wanted to reverse, to their advantage, a situation unfavorable to them (the contract and the guardianship). He denied everything: he said he was an 'old

man with grandchildren,' who would not risk his reputation in that manner, more so because there were "houses with girls of much better appearance than the daughter [of Teresa], where without the risk of being noticed, he could satisfy his appetites." Alleging his innocence, he stated that Teresa had accused him of 'wanting' to "use the daughter and his ward in order to avoid due compliance of the contract." With this accusation his lawyer alleged that Teresa intended to "purchase honor and money!!!!", the honor of her daughter who she declared had heroically resisted the incursions of her employers; the money of the debt, which she would not need to pay back if the contract was rescinded for 'just cause.'

While Bernardino denied the accusations, the two girls remained firm, informing the judge of orphans the very sordid details of the attacks they said had been made by their employer and guardian.

At first the Justice of the Peace listened more to the girls and to the servant than to their employer. In the first judgment of the lawsuit, Bernardino was "condemned for the action he had intended" and the contract rescinded, releasing Teresa and her two children from the debt. The magistrate explained that, in his understanding, the servant had not fled from her obligations; she had left her employer's house on "finding herself troubled and full of pain, incapable of carrying out the work demanded of her," having been the victim of a beating. It was also considered that even though it had not been proven that Bernardino had ordered Teresa beaten, "nevertheless, it seemed that he was not alien to this fact, due to... his indifference when she arrived screaming at his house, he did not seek to find out who had done this to a member of his family." Perhaps because it involved a woman, the employer's negligence weighed even more in the magistrate's considerations, who did not look favorably on the fact that Bernardino had not helped someone he considered to be a 'member of the family.' Furthermore, the judge said, "it could not be ignored that [Bernardino de Campos] had practiced acts injurious to the honor and shame of the defendant, Bernardina Leopoldina, and for this reason it was found [covered by] the tenth article of the law of 11 October 1837." Teresa for this reason was freed from her contract.

However, Teresa's advantage did not last long. It appears that she did not even leave jail, as refusing to accept the sentence handed down by the justice of the peace, Bernardino de Campos, as allowed by the 1837 Law, appealed the decision to a higher court, where he obtained a favorable sentence. In this jurisdiction Teresa was condemned to pay Bernardino everything she owed him, without which she would not be able to leave prison. It was then 1 June

1859 and Teresa now owed 650\$000rs – 95\$223rs more than the debt she had assumed in the contract.²¹

She had no way of paying her former employer, who in another lawsuit taken to execute the sentence, insistently demanded that Teresa be sent to the “House [of] Corrections in the Capital to be imprisoned with hard labor,” and with this remuneration repay the debt.²² Although the justice of the peace issued a number of warrants, the transfer was postponed various times at the request of Teresa, who said she would try to “pay [Bernardino] all the debt and the costs [of the lawsuit].”

On 21 September 1860 – when the deadline the judge had given Teresa to settle the accounts expired – the lawsuit was ended, when a petition from Teresa and a receipt from Bernardino were amended to the records. In the petition Teresa requested her release; in the receipt her former boss declared that he had received from José Soares do Canto and Vitoriano Pinto Nunes the sum of 400\$000rs with which he took the woman’s debt to have been settled.

It is possible that Bernardino had pardoned part of the debt because he was satisfied with the time that Teresa had spent in jail, or perhaps he was tired of waiting to receive the total due. The fact was that Teresa was able to leave prison almost two years after the beginning of the whole story. To free herself from prison she had wrapped herself in new debts. It is possible that these were also tied to a labor contract. Perhaps Teresa would continue to have problems. Or, being obstinate would continue to create embarrassments for those who contracted her.

FINAL CONSIDERATIONS

Recounting a fragment of a life implies resorting to specificity. There would be no other Teresa, with her two children, her misfortunes, her designs, her choices and her obstinacy. However, even being unique, her story is similar to many others experienced by workers who labored in São Paulo’s cities and fields in the nineteenth century. For this reason the narrative of Teresa’s experience allows certain aspects related to labor history in this period and this region to be dealt with.

One of the aspects that needs to be highlighted is the small amount of hiring conditions similar to what Teresa experienced. Formal labor contracts like those signed by her and her employers were not actually very numerous. In that context, the commitment related to employment was essentially based on personal interactions, and agreements were based more on the spoken word

than the written.²³ Even relations of slave labor could involve agreements, commitments based on personal combinations and supported by values considered morally acceptable, without there being any records made by public authorities or official recognition.²⁴

Poor individuals even tended to prefer informal agreements because written signed contracts, as we have seen, could involve the recognition of the debt and thus the threat of imprisonment. In addition, for labor contractors informal agreements, which could be altered in accordance with daily necessities, could be more advantageous than rigidly established ones.²⁵

However, for a specific category of worker, including Teresa, formally established contracts established by law came to be increasingly indispensable. For those who hired foreign workers, paying their travel expenses, legal guarantees for compliance with contracts seemed necessary. The perception of the need for the intervention of the state in the regulation of these labor relations also derived from the difficulty of private exercise of social control over these individuals who, uprooted, were not in principle inserted in the webs of personal relations which constituted the 'economy of favors,' which produced dependents to obey and render services to those who protected them.²⁶

The law established conditions of security for labor contractors, also because, as we have seen, they paid with their own money the travel expenses and the initial needs for sustenance of the foreign workers they contracted, constituting an important link in the extensive chain which operated in the movement of these workers.

The security of employers, as we have seen, implied the imposition of a series of restrictions on the autonomy of foreign workers, binding them to labor contracts. For this reason, one of the aspects which we can highlight in Teresa's story is in relation to the vicissitudes faced by foreign families, trapped by debts which obliged them to work, often for long periods, in highly coercive forms.²⁷ As a result these individuals, although legally free, shared with slaves not just the labor environment, but also some of the living conditions, especially those related to the restriction of the autonomy to choose whom to work for and under what conditions.

The same law which established instruments of protection for labor contractors, however, also allowed some guarantees for foreign workers, possibly with the aim of reducing the uncertainties of migrants and in this way encouraging them to choose Brazil as a destination. Although the hiring and travel continued to occur in various precarious conditions,²⁸ it must have seemed safer for an individual to leave his country to live and work in a

foreign country with a contract stipulating minimum conditions. As the law stipulated some guarantees for workers, these could, like Teresa, try to use justice in their favor, although as occurred with Teresa, it was not easy to follow this path.

NOTES

¹ *Infração de contrato*. Autor: Bernardino José de Campos. Ré – a colona Theresa. Centro de Memória da Unicamp – Tribunal Judiciário de Campinas (hereafter: CMU-TJC), 1º Ofício, cx. 625, doc. 12811, 1858. When not otherwise stated, the narrative will be based on this source. I carried out an analysis of this same lawsuit from a different perspective, highlighting aspects related to Teresa as a woman, in a communication presented in 2010 to the International Seminar *Fazendo Gênero 9*. I would like to thank Maria Luiza Andrezza (UFPR), Roseli Boschilia (UFPR), Maria da Conceição Pereira Ramos (Universidade do Porto) and Sidinalva Maria Santos Wawzyniak (UTP), for the contributions they made at that time. The research involved in preparing the text was part of the thematic project “Workers in Brazil: identities, rights and politics (17th to 20th centuries),” carried out under Cecult, with support from the Fundação de Amparo à Pesquisa do Estado de São Paulo (Fapesp).

² *Defloramento*. Autor: a Justiça. Réu: Bernardino José de Campos. CMU-TJC, 1º Ofício, cx. 625, doc. 12809, 1858.

³ SCOTT, Ana Silvia Volpi. Migração portuguesa para São Paulo na segunda metade do século XIX – um estudo de caso. In: ENCONTRO NACIONAL DE ESTUDOS DE POPULAÇÃO, XV. Caxambu (MG), set. 2006. Available at: www.abep.nepo.unicamp.br/encontro2006/docspdf/ABEP2006_481.pdf; Accessed on 2 June 2011.

⁴ STOLCKE, Verena. Trabalho e moralidade familiar. In: GOMES, Flávio dos Santos; CUNHA, Olívia Maria Gomes (Org.). *Quase cidadão: histórias e antropologias da pós-emancipação no Brasil*. Rio de Janeiro: Ed. FGV, 2007. p.171-215.

⁵ In relation to the introduction of coffee into the so-called Oeste Paulista: COSTA, Emília Viotti da. *Da senzala à colônia*. São Paulo: Difel, 1980; MESSIAS, Rosane Carvalho. *O cultivo do café nas bocas do sertão paulista*. São Paulo: Ed. Unesp, 2003. In relation to the economy and the labor systems on Vergueiro’s property: HOLANDA, Sérgio Buarque de. Prefácio do tradutor. In: DAVATZ, Thomas. *Memórias de um colono no Brasil: 1850*. Belo Horizonte: Itatiaia; São Paulo: Edusp, 1980. p.19; WITTER, José Sebastião. *Ibicaba, uma experiência pioneira*. São Paulo: Arquivo do Estado, 1982; and DEAN, Warren. *Rio Claro: um sistema brasileiro de grande lavoura, 1820-1920*. Rio de Janeiro: Paz e Terra, 1977.

⁶ Taking into account those listed in SCOTT, 2006, and those mentioned by the president of the Province of São Paulo in the 1858 report. SÃO PAULO. *Documentos com que o Ilustríssimo e Excelentíssimo Senhor Senador José Joaquim Fernandes Torres, Presidente da Província de São Paulo, instruiu o Relatório da Abertura da Assembleia Legislativa*

Provincial. São Paulo: Tipografia Dois de Dezembro, 1858 – Mapa das colônias visitadas e examinadas pelo Exmo. Desembargador M, de J. Valdetaro”, mapa 21. Available at: brasil.crl.edu/bsd/bsd/995/000021.html (Accessed on 4 Aug. 2012) and also reproduced in HOLANDA, 1980, p.38-39.

⁷ The same as referenced above: *Infração de contrato*. Autor: Bernardino José de Campos. Ré – a colona Theresa.

⁸ In 1852 the company signed an important contract with the government of the Province of São Paulo, which granted Vergueiro e Cia. a loan of 75 *contos de réis* [millions of *réis*], in three equal installments of 25 *contos*, which were to be paid over five years starting from the date of the receipt of each installment. *Contrato com a empresa Vergueiro & Cia para a importação de colonos / Imigração*. Ofício, Relação de Ofícios Correspondência Requerimento 1852/1853 1853 1852 1853 1852. Arquivo do Estado de São Paulo (AESP), caixa ESP-115 p.49 Código 39 Id. Documento 1966. Available at: www.al.sp.gov.br/repositorioAcervo/Acervo/Aesp/Imperio/esp-115/IO53-022.pdf; Accessed on 9 Aug. 2012. p.17-19.

⁹ Article 9, Law 108, dated 11 Oct. 1837, containing various measures about the provision of services by colonists. BRASIL. *CLIB* – 1837. Rio de Janeiro: Tipografia Nacional, 1861. p.77. Available at: www.camara.gov.br/Internet/InfDoc/conteudo/colecoes/Legislacao/Legimp-23/Legimp-23.pdf; Accessed on 11 June 2010.

¹⁰ An analysis of the forms of hiring, reporting and control of free workers: HALL, Michael; STOLCKE, Verena. A Introdução do Trabalho Livre nas Fazendas de Café de São Paulo. *Revista Brasileira de História*, n.6, p.81-120, set. 1983.

¹¹ Law of 13 Sept. 1830, which regulated written contracts for the provision of services by Brazilians or foreigners within the Empire, or outside of it. BRASIL. *Coleção das Leis do Império do Brasil (CLBIB)* – 1830. Rio de Janeiro, Tipografia Nacional, 1876. p.32-33. Available at: www.camara.gov.br/Internet/InfDoc/conteudo/colecoes/Legislacao/legimp-13/P%e1ginas%20de%20Legimp-134.pdf; Accessed on 11 Aug. 2012.

¹² Bernardo Pereira de Vasconcelos in a Session on 25 Aug. 1830. BRASIL. *Anaes do Parlamento Brasileiro – Câmara dos Senhores Deputados*. (APB-CD). Rio de Janeiro: Tipografia H. J. Pinto, 1878. p.425.

¹³ *Ibid*. I discuss these aspects of the 1830 and 1837 laws in a more detailed form in MENDONÇA, Joseli M. N. Liberdade em tempos de escravidão. In: CHAVES, Cláudia Maria das Graças; SILVEIRA, Marco Antonio. (Org.). *Território, conflito e identidade*. Belo Horizonte: Argumentum, 2007.

¹⁴ Lei de 13 set. 1830, cit. Available at: www.camara.gov.br/Internet/InfDoc/conteudo/colecoes/Legislacao/legimp-13/P%e1ginas%20de%20Legimp-134.pdf; Accessed on 11 Aug. 2012.

¹⁵ Article 12, law 108, 11 Oct. 1837, cit.

¹⁶ CHALHOUB, Sidney. *Visões da Liberdade, uma história das últimas décadas da escravidão na Corte*. São Paulo: Companhia das Letras, 1990, especially chapter 1 – “Negócios da escravidão”.

¹⁷ Under the above mentioned Article 13 of Law 108, dated 11 Oct. 1837, cit. A lawsuit based on this clause occurred in the Campinas Court: *Infração de Contrato*. Jacinto José Barbosa (apelante); José Rodrigues de Cerqueira Leite (apelado). CMU-TJC, 1º Ofício, cx 192, doc. 3319, 1860.

¹⁸ Apud SERRÃO, J. A. *A emigração portuguesa para o Brasil na segunda metade do século XIX*. In: _____. *Temas Oitocentistas*. Lisboa: Livros Horizonte, 1980. v.1, p.177-178.

¹⁹ Article 8 of Law 108, 11 Oct. 1837, cit.

²⁰ *Defloramento*. Autor: a Justiça. Réu: Bernardino José de Campos. CMU-TJC, 1º Ofício, cx.625, doc. 12809, 1858.

²¹ *Execução de Sentença*. Autor: Bernardino José de Campos. Ré – a colona Theresa. CMU-TJC, 1º Ofício, cx. 188, doc. 3251, 1859. This sum corresponded to 554\$777 of the debt assumed in the contract, deducting 63\$000 related to wages for the three months the family worked. Bernardino gave some ‘discounts’ to Teresa’s debt: he counted five days not worked and waived the payment “in double of what he was due,” in accordance with article 9 of the 1837 law. Added to this were the costs of the proceedings.

²² Cf. *Execução de Sentença*. Autor: Bernardino José de Campos. Ré – a colona Theresa, cit.

²³ Cf. MOURA, Denise A. Soares. *Saindo das sobras: homens livres no declínio do escravismo*. Campinas (SP): Área de Publicações CMU; Ed. Unicamp, 1998, especialmente “Arranjos de trabalho no declínio do escravismo”, p.99-149.

²⁴ Cf. XAVIER, Regina Célia Lima. *A Conquista da Liberdade*. Campinas (SP): CMU; Ed. Unicamp, 1996.

²⁵ These aspects are highlighted by MOURA, 1998, p.80.

²⁶ For an approach to the paternalism of nineteenth century Brazil, critical in relation to the plenitude of its effectiveness, cf. CHALHOUB, Sidney. *Machado de Assis Historiador*. São Paulo: Companhia das Letras, 2003, *passim*.

²⁷ This aspect has been widely stressed in the historiography of immigration in São Paulo; I turn, once again, to an article which is a reference in this theme: HALL; STOLCKE, 1983.

²⁸ For the case of Portuguese migrants, the precariousness of hiring conditions and of movement from Portugal to Brasil is shown, amongst others, by SERRÃO, 1980, p.171-179 and PEREIRA, Miriam Halpern. *A política portuguesa de emigração (1850-1930)*. Bauru (SP): Edusc; Lisboa: Instituto Camões, 2002. p.33-43.