

1-07.
Educational (1900) Department.

ORDINARY MS.

G.O., No. 207

DATED 18th April 1910

[Despatch Abstract.]

Mr. C. H. Lobban

Requesting the Accountant General to provide — temporary Professor of Civil Engineering, College of Engineering, with a first class passage home as soon after the 30th April 1910 as possible and stating that Mr Lobban's pay until the date of his quitting the Service will be calculated at Rs 600 per mensem.

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

E. & L.
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EDUCATIONAL DEPARTMENT.

CURRENT FILE.

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From	Number.	Date.	Pages.
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[P.T.O. FOR PUT UP PAPERS.]

Papers of the department to which the current belongs.

Number.	Date.	Original (=O.) or spare copy (=S.C.)	Remarks. (In this column such of the papers as have been removed for copying, printing, etc., should be marked with a cross.)	Initials of Referencer with date in token of return to Reference department.

Papers of other departments.

Department.	Number.	Date.	Original (=O.) or spare copy (=S.C.)	Despatcher to note the return of the papers to the departments concerned.

No. 135.
-8-08.

EDUCATIONAL DEPARTMENT.

Received 190 , Registered 14-4-1900.

Subject.

Submitting for orders of Government a
letter from Mr C. H. Lobban Professor of
Civil Engineering, College of Engineering,
Madras.

ENCLOSURES.

No.

Spare copies

N. Registrar No. 7550 of 09

Station Madras, Dated the 12 April 1900.

From (Name) The Honble Mr. A. S. Bourne Esq. F.R.S.C.
(Designation) Director of Public Instr.

Madras

To The Secretary to the Government of Madras,

Educational Department.

To
The Director of Public Instruction
through
The Principal, College of Engineering, Madras.

11th April. 1910.

Sir

In answer to your letter N^o. 7530 of 1909, dated 2, 4, 10,
conveying G.O. N^o. 174 Educational, I beg to say that
it is quite impossible for me to entertain the terms
of the agreement which accompanied it. page 5 infra

In view of my letter to you, of March 1909, I can only
assume that Government wish to dispose of my
services, and I venture to suggest that it would have
been fairer to me to have told me so directly some
time ago.

Under the circumstances, and in view of the fact that
I have arranged to remain here till April 30th, at the wish
of the Principal, in order to complete the College session,
I beg you to arrange that my passage home be taken
as soon after April 30th as possible and by the quickest
possible route.

It is now of the utmost importance to me to be in London
as soon after May 20th as possible.

I have the honor to be

Sir

Yours most obedient

3/ V. Urgent

No. 54-e

Dated. 12-4-10

Submitted to the Director
of Public Instruction.

W. H. James
Principal.
College of Engineering

N. Ref. on C. No. 7550/09 d 12th April 1910.

Submitted to the Secretary to Government, Educational
Department, in continuation of this office letter R.C.No. 7550
of 09, dated 21st March 1910 and with reference to G.O.No. 174
Educational, dated 30th March 1910.

It is arranged that arrangements have to be made for the passage home of
Mr. Lobban and for the selection of a successor to him.

C. W. James
for Director of Public Instruction.

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EDUCATIONAL DEPARTMENT

NOTES

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Agreement

made the Second day of March
One thousand nine hundred and ten

Between Charles Henry Lobban of The College of Engineering, Madras, of the first part and The Secretary of State for India in Council of the second part.

Whereas the Secretary of State for India in Council has engaged the party of the first part to serve His Majesty in India as a Member of the Indian Educational Service and Professor of Civil Engineering at the Madras College of Engineering for the term of two years from the thirteenth day of March One thousand nine hundred and ten subject to the conditions and agreements hereinafter contained.

Now these Presents witness and the said parties hereto respectively agree as follows:-

1. That the party of the first part will submit himself to the orders of the Government and of the Officers and authorities under whom he may from time to time be placed by the Government and that he will at all times obey the rules prescribed for the time being for the regulation of the branch of the public service to which he may belong and will when required by the Local Government proceed to any other part of the province within which he may be serving and there perform the duties of any specified office in the cadre of the Indian Educational Service of the province: If he shall be retained in the service after the expiration of the said term of two years he will, when required by the Government proceed to any other province in India and there perform the duties of any specified office in the cadre of the Indian Educational Service of that province.

2. That the party of the first part will devote his whole time to the duties of the service and will not engage directly or indirectly in any trade business or occupation on his own account, and that he will not (except in case of accident or sickness certified by competent medical authority) absent himself from his said duties without having first obtained permission from the Government or its authorised Officers.

3. That from the thirteenth day of March One thousand nine hundred and ten the Government will pay him so long as he shall remain in the said service and actually perform his duties a salary at the rate of Rupees Six hundred per mensem for the first year and Rupees Six hundred and fifty per mensem for the second year And if he shall remain in the service beyond that period then Rupees Seven hundred per mensem for the third year rising by annual increments of Rupees Fifty per mensem to Rupees One thousand per mensem.

4. That the Government may at any time during the said term of two years or if the service shall continue beyond such term at any time thereafter dispense with the service of the party of the first part without

notice in the event of misconduct on his part or of a breach by him of any of the conditions herein specified

5. That the party of the first part shall within the said term of two years pass such examination as may be prescribed by the Government in one of the vernacular languages and if he shall fail to do so the Government may notwithstanding anything contained in the next clause dispense with his service.

6. That unless he the party of the first part shall receive notice in writing from some authorized Officer of the Government three calendar months before the expiration of the said term of two years that Government no longer require his services or unless he shall give notice in writing to the Government three calendar months before the expiration of the said term of two years that he is desirous to put an end to his service under these presents he will continue in the service of Government upon the like terms and conditions as are herein contained so far as the same are applicable except that he shall not be entitled to receive or be required to give notice of termination of his service under Government otherwise than as provided in the Civil Service Regulations for the time being in force or any other rules to which he may be made subject.

7. That if the party of the first part shall continue to serve Government under these presents after the said term of two years his service (commencing from the thirtieth day of March One thousand nine hundred and ten) shall count as service towards leave and pension under such rules as regards leave and pension as may for the time being be applicable to his case. Provided always that in case of any dispute as to the interpretation of any of the said rules or otherwise relating in any way to them the decision of the Secretary of State for India in Council shall be conclusive.

8. That in any payments which may be made in Great Britain under these presents the rate of exchange between England and India fixed from time to time by the Secretary of State for India in Council in communication with the Lords Commissioners of the Treasury shall be observed.

9. That the proceedings letters and reports of the Governors-General of India in Council or of any of the Local Governments and of all others the Officers and Agents of Government or

any copies thereof or extracts therefrom which shall be sent officially to the Secretary of State for India in Council or to any officers or servants in the Indian Service of His Majesty in England or elsewhere in anyway relating to the sums of money to be paid or allowed to the party of the first part or to his conduct or in anyway relating to the premises shall be received as conclusive evidence of any matter therein contained in any action or in any legal proceedings by or between the parties to these presents or in anyway relating thereto.

In witness whereof the party of the first part and *Dei* *Merton Morrison*, *1885-86* *Dei* *Merton Morrison*, *1885-86*, being two members of the Council of India have hereunto set their hands the day and year first above written.

Signed by the party of the
first part in the presence of

Signed by the said two
members of the Council of
India in the presence of

Frank M. Stanton
India Office,

T. Morrison
T. Raleigh

Dated 2nd March 1910.

Education Department

C. H. Lobban Esq.

Agreement
for

service in India as
Professor of Engineering.
Madras College of
Engineering.



Agreement

made the *Second* day of *March*

One thousand nine hundred and ten

Between *Charles Henry Lobban of the College of Engineering, Madras, of the first part* and *The Secretary of State for India in Council of the second part.*

Whereas the Secretary of State for India in Council has engaged the party of the first part to serve His Majesty in India as a member of the Indian Educational Service and Professor of Civil Engineering at the Madras College of Engineering for the term of two years from the thirtieth day of March One thousand nine hundred and ten subject to the conditions and agreements hereinafter contained.

Now these Presents witness and the said parties hereto respectively agree as follows:-

1. That the party of the first part will submit himself to the orders of the Government and of the Officers and authorities under whom he may from time to time be placed by the Government and that he will at all times obey the rules prescribed for the time being for the regulation of the branch of the public service to which he may belong and will when required by the Local Government proceed to any other part of the Province within which he may be serving and there perform the duties of any specified office in the cadre of the Indian Educational Service of the Province. If he shall be retained in the service after the expiration of the said term of two years he will, when required by the Government proceed to any other Province in India and there perform the duties of any specified office in the cadre of the Indian Educational Service of that Province.

2. That the party of the first part will devote his whole time to the duties of the service and will not engage directly or indirectly in any trade business or occupation on his own account, and that he will not (except in case of accident or sickness certified by competent medical authority) absent himself from his said duties without having first obtained permission from the Government or its authorized Officers.

3. That from the thirtieth day of March One thousand nine hundred and ten the Government will pay him so long as he shall remain in the said service and actually perform his duties a salary at the rate of Rupees six hundred per mensem for the first year and Rupees six hundred and fifty per mensem for the second year and if he shall remain in the service beyond that period then Rupees seven hundred per mensem for the third year rising by annual increments of Rupees fifty per mensem to Rupees One thousand per mensem.

4. That the Government may at any time during the said term of two years or if the service shall continue beyond such term at any time thereafter dispense with the service of the party of the first part without

notice in the event of misconduct on his part or of a breach by him of any of the conditions herein specified

5. That the party of the first part shall within the said term of two years pass such examination as may be prescribed by the Government in one of the vernacular languages and if he shall fail to do so the Government may notwithstanding anything contained in the next clause dispense with his services.

6. That unless he the party of the first part shall receive notice in writing from some authorised Officer of the Government three calendar months before the expiration of the said term of two years that Government no longer require his services or unless he shall give notice in writing to the Government three calendar months before the expiration of the said term of two years that he is desirous to put an end to his service under these presents he will continue in the service of Government upon the like terms and conditions as are herein contained so far as the same are applicable except that he shall not be entitled to receive or required to give notice of termination of his service under Government otherwise than as provided in the Civil Service Regulations for the time being in force or any other rules to which he may be made subject.

7. That if the party of the first part shall continue to serve Government under these presents after the said term of two years his service (commencing from the thirteenth day of March One thousand nine hundred and ten) shall count as service towards leave and pension under such rules as regards leave and pension as may for the time being be applicable to his case, Provided always that in case of any dispute as to the interpretation of any of the said rules or otherwise relating in any way to them the decision of the Secretary of State for India in Council shall be conclusive.

8. That in any payments which may be made in Great Britain under these presents the rate of exchange between England and India fixed from time to time by the Secretary of State for India in Council in communication with the Lords Commissioners of the Treasury shall be observed.

9. That the proceedings letters and reports of the Governor-General of India in Council or of any of the Local Governments and of all others the Officers and Agents of Government or

any copies thereof or extracts therefrom which shall be sent officially to the Secretary of State for India in Council or to any officers or servants in the Indian Service of His Majesty in England or elsewhere in anyway relating to the sums of money to be paid or allowed to the party of the first part or to his conduct or in anyway relating to the premises shall be received as conclusive evidence of any matter therein contained in any action or in any legal proceedings by or between the parties to these presents or in anyway relating thereto.

have passed or in any way relating thereto.
 In witness whereof the party of the first part and the undersigned
 American A.D. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837.

Signed by the party of the
first part in the presence of

Signed by the said two
members of the Council of
India in the presence of.

Frank R. Jordan
Judson Office.

Thurston
Thalberg

Dated 2nd March 1910

Education Department

C. H. Lobban Esq.



Agreement
for

service in India as
Professor of Engineering
Madras College of
Engineering



Agreement

made the *Second day of March*

10

Between *Charles Henry Latham of the College of Engineering, Madras, of the first part* and *The Secretary of State for India in Council of the second part.*

Whereas the Secretary of State for India in Council has engaged the party of the first part to serve His Majesty in India as a member of the Indian Educational Service and Professor of Civil Engineering at the Madras College of Engineering for the term of two years from the thirteenth day of March One thousand nine hundred and ten subject to the conditions and agreements hereinafter contained.

Now these Presents witness and the said parties hereto respectively agree as follows:-

1. That the party of the first part will submit himself to the orders of the Government and of the Officers and authorities under whom he may from time to time be placed by the Government and that he will at all times obey the rules prescribed for the time being for the regulation of the branch of the public service to which he may belong and will when required by the Local Government proceed to any other part of the Province within which he may be serving and there perform the duties of any specified office in the cadre of the Indian Educational Service of the Province. If he shall be retained in the service after the expiration of the said term of two years he will, when required by the Government proceed to any other Province in India and there perform the duties of any specified office in the cadre of the Indian Educational Service of that Province.

2. That the party of the first part will devote his whole time to the duties of the service and will not engage directly or indirectly in any trade business or occupation on his own account, and that he will not (except in case of accident or sickness certified by competent medical authority) absent himself from his said duties without having first obtained permission from the Government or its authorized Officers.

3. That from the thirteenth day of March One thousand nine hundred and ten the Government will pay him so long as he shall remain in the said service and actually perform his duties a salary at the rate of Rupees six hundred per mensem for the first year and Rupees six hundred and fifty per mensem for the second year and if he shall remain in the service beyond that period then Rupees seven hundred per mensem for the third year rising by annual increments of Rupees fifty per mensem to Rupees One thousand per mensem.

4. That the Government may at any time during the said term of two years or if the service shall continue beyond such term at any time thereafter dispense with the service of the party of the first part without

notice in the event of misconduct on his part or of a breach by him of any of the conditions herein specified

5. That the party of the first part shall within the said term of two years pass such examination as may be prescribed by the Government in one of the vernacular languages and if he shall fail to do so the Government may notwithstanding anything contained in the next clause dispense with his services.

6. That unless he the party of the first part shall receive notice in writing from some authorized Officer of the Government three calendar months before the expiration of the said term of two years that Government no longer require his services or unless he shall give notice in writing to the Government three calendar months before the expiration of the said term of two years that he is desirous to put an end to his service under these presents he will continue in the service of Government upon the like terms and conditions as are herein contained so far as the same are applicable except that he shall not be entitled to receive or required to give notice of termination of his service under Government otherwise than as provided in the Civil Service Regulations for the time being in force or any other rules to which he may be made subject.

7. That if the party of the first part shall continue to serve Government under these presents after the said term of two years his service (commencing from the thirtieth day of March One thousand nine hundred and ten) shall count as service towards leave and pension under such rules as regards leave and pension as may for the time being be applicable to his case, Provided always that in case of any dispute as to the interpretation of any of the said rules or otherwise relating in any way to them the decision of the Secretary of State for India in Council shall be conclusive.

8. That in any payments which may be made in Great Britain under these presents the rate of exchange between England and India fixed from time to time by the Secretary of State for India in Council in communication with the Lords Commissioners of the Treasury shall be observed.

9. That the proceedings letters and reports of the Governors-General of India in Council or of any of the Local Governments and of all others the Officers and Agents of Government or

Dated 1st March 1910

Education Department

C. H. Lobban Esq.

Agreement
for

service in India as
Professor of Engineering
Madras College of
Engineering.

NOTES.

12

E.No.769, from the Director of Public Instruction, No.7550 dated 12-4-10.

Subject.

Providing a passage home for Mr. Lobban
Professor of Civil Engineering, College
of Engineering.

~~W~~ Please see G.O. No.174 Educational dated
30th March 1910 and the notes therewith.

2. With that order the agreement of
Mr. Lobban received from the India Office was
forwarded to the Director of Public Instruction
and he was requested, if Mr. Lobban accepted
the agreement, to have it executed by him.

3. Mr. Lobban now states that it is quite
impossible for him to entertain the terms of
the agreement and requests that a passage home
may be provided to him as soon after the 30th
April 1910 as possible so that he may be in
London by the 20th May next.

4. The Director of Public Instruction
requests that arrangements may be made for the
passage home of Mr. Lobban and for the selection
of a successor to him.

5. A draft order requesting the Accountant-
General to provide Mr. Lobban with a passage home
is submitted for approval. After issue of this
order the question of the selection of a

successor

p.2 of C.7.

p.3 of C.7.

successor to Mr. Lobban may be taken up. 14

T.K.
15-4-10.

Please see the Honble Mr. Hammick's note dated 7.3.10 on pages 2 and 3 of the notes with go. no. III Ed^l, dated 9th March 1910.

8/11 F

RD
16.4.10

Secretary. Mr. Lobban received £41.5.0 towards his passage out to Madras. That is less than the cost of a 1st class passage, but (submit he is not entitled to more than that. The draft order may be altered accordingly. See 16.4.10.

How the S. of S. arrived at the sum of £41.5.0. we do not know. It is specified as the amount paid "towards his passage". Cl. 7 of the agreement distinctly says that Mr. Lobban should be provided with a first class passage home, & up to the limit of cost.

The draft order is submitted for approval.

Issue
L.L.B.
17.4.10

V.M.

app'd
17.4.10 L.L.B.
1674/10

Read again G.O. No.265 Edl., dated 3-4-1908
 " " " 111 " " 9-3-1910.
 " " " 174 " " 30-3-1910.

Read also:-

C.No.769, from the Director of Public Instruction, No.7550, dated 12-4-10.

ORDER:-
 Misc.

No. 207 d/18-4-10

The Accountant-General will be requested to provide Mr. C.H. Lobban, temporary Professor of Civil Engineering, College of Engineering, with a first class passage home as soon after the 30th April 1910 as possible.

2. With reference to G.O.No.111 Educational dated 9th March 1910, Mr. Lobban's pay from the 12th March 1910 until the date of his quitting the service, will be calculated at Rs.600 per mensem.

T.K.

15-4-10.

16-4-10.

Lump
 1674/10

The A.G. with copy of G.O.
 No.111 D/9-3-10.

" D.P.I.

24/2
 18/4/10

When given for copying _____
 When copied _____
 When examined _____
 When signed _____ } 190 .

READ AGAIN G.O., No. _____ DATED _____
 190 ,

CURRENT No. _____

ENCLOSURE to C. No. _____

ORDER OF GOVERNMENT. A A A A A A A

LETTER OF GOVERNMENT. _____

STATEMENT WITH DITTO. _____

PAPERS NOT FILED UP, BEING MEANT FOR DESPATCH
 IN ORIGINAL. _____

N.B.—

- A = Copy in full
- B = Not to be copied.
- P = Copy abstract only
- Q = Copy heading only.