

Government of Madras

HOME DEPARTMENT (EDUCATION).

G.O. No. 366, 16th March 1917

Agreement

Furnishing the Director of Public Instruction and the Accountant-General with six printed copies of the — executed by Mr. W. B. Brisley who has been temporarily appointed to the Indian Educational Service.

INDEXED

ORIGINAL

Government of Madras

HOME DEPARTMENT (EDUCATION).

G.O. No. 366, 16th March 1917

Agreement

Furnishing the Director of Public Instruction and the Accountant-General with six printed copies of the executed by Mr. W. B. Brierley who has been temporarily appointed to the Indian Educational Service.

READ—the following paper:—

Letter—from the Hon'ble Mr. J. H. STONE, M.A., F.R.E.S., C.I.E., Director of Public Instruction.

To—the Secretary to Government, Home (Education) Department.

Dated—Madras, the 3rd March 1917.

No.—R.C. 525.

With reference to paragraph 3 of G.O. No. 80, Home (Education), dated 19th January 1917, I have the honour to submit herewith in triplicate an agreement executed by Mr. W. B. Brierley, acting Inspector of Schools, II Circle, and to state that the Accountant-General whom I have consulted with reference to G.O. No. 387, Educational, dated 6th April 1916, has informed me that it is in order. I beg to add, that I have already informed Mr. Brierley that he is not entitled to any travelling allowance for joining his first appointment at Guntūr.

ENCLOSURE

AGREEMENT, made the twenty-fifth day of January 1917 between William Bertie Brierley 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 Inspector of Schools in the Indian Educational Service for a period of six months from the date of his reporting his arrival at Guntūr as hereinafter mentioned and 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 in the memorandum of information furnished to candidates or otherwise for the regulation of the branch of the public service to which he may belong, and will, when required by the Government, proceed to any other part of the province within which he may be serving, or to any other province in India, and there perform the duties of any specified office in the cadre of the Indian Educational Service.

(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 date of the party of the first part reporting his arrival at Guntūr, the Government will pay him, so long as he shall remain in the said service either temporarily or as a permanent member of the Indian Educational Service and actually perform his duties, a salary at the rate of Rs. 500 per mensem for the first year rising by annual increments of Rs. 50 per mensem.

(4) That the Government may at any time 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 it shall be lawful for the Secretary of State for India in Council or for the Government prior to the expiration of his service under these presents, if satisfied on the report of the duly constituted advisory Medical Board that the party of the first part is unfit and is

(6) The party of the first part shall while on duty in India and during the period of his engagement be entitled to such travelling allowance as is payable to officers of the first class under the Civil Service Regulations for the time being in force.

(7) The party of the first part will, during his continuance in the service, pay such subscriptions to the General Provident Fund as shall be payable under the rules for the time being in force (by which rules he agrees to be bound); and it shall be lawful for the Government to deduct the said subscriptions from any money that may be payable to the party of the first part under these presents or otherwise.

(8) That if the party of the first part shall ultimately be appointed a permanent member of the Indian Educational Service his service (commencing from the date of his entering on the performance of his duties under those presents as aforesaid) if it be continuous 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 any 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.

(9) That in any payments to be made in Great Britain under these presents the rate of exchange between rupees and sterling shall be 1s. 4d. per rupee; provided that if any higher rate per rupee is prescribed by rules for the time being in force for the issue of any particular payments to the party of the first part, the higher rate prescribed shall be observed in making such payments.

(10) 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 any way relating to the sums of money to be paid or allowed to the first party named in the first part, or to his conduct, or in any way 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 any way relating thereto.

In witness whereof the party of the first part and the Director of Public Instruction on behalf of the party of the second part have hereunto set their hands the day and year first above written.

Signed by the party of the first part in the presence of M. V. KRISHNA AYYANGAR.

W. B. BRIERLEY.

Signed by the said Director of Public Instruction in
the presence of V. KRISHNASWAMI JATAVALLA-
BHAR, Rao Bahadur.

J. H. STONE.

Order—No. 366, Home (Education), dated the 16th March 1917.

One copy of the agreement executed by Mr. W. B. Brierley, which should have been furnished to him in pursuance of paragraph 3 of G.O. No. 80, Home (Education), dated the 19th January 1917, is returned to the Director of Public Instruction for transmission to Mr. Brierley.

2. The Director of Public Instruction and the Accountant-General will each be furnished with six printed copies of the agreement.

(True Extract)

E. A. HARVEY,
Acting Secretary to Government.

To the Director of Public Instruction with the triplicate of the agreement.

Accountant-General.

Curator, Madras Record Office, with an agreement in duplicate for safe custody.

READ AGAIN G.O. No., dated 191

” ” ” ” ” 191

READ ALSO:—

C. No. 1029, From the 579, No. 525/17 dated Mar 3. 3. 1917

" " " "

" " " " , , , "

ORDER

No. 366, dated the 16.3.1979

The copy of the agreement executed by Mr. W. B. Briarley, which should have been furnished to him in pursuance of para. 3 of G.O. No. 80 (1904), by the 19-1-17, is returned to the S.P.D. for transmission to Mr. Briarley.

2. The D.P.D. and the A.G. with each be furnished with six printed copies of this agreement.

$\frac{8.3.17.}{14}$

Note for precedent please see G.O. nos. 65
4-6-16 and G.O. nos. 1411 & 21-12-16.

*Submitted for order as to be
with reference to the portion
in red chalk in the Director's
hand. 6 of the agreement may
be printed as it stands.*

G.O. No. 366, 16th March 1917
Agreement

Furnishing the Director of Public Instruction and the Accountant-General with six printed copies of the—executed by Mr. W. B. Brierley who has been temporarily appointed to the Indian Educational Service.

READ—the following paper :—

Letter—from the Hon'ble Mr. J. H. Stone, M.A., F.R.H.S., C.I.E., Director of Public Instruction.

To—the Secretary to Government, Home (Education) Department.

Date—Madras, the 3rd March 1917.

No.—R.C. 525.

With reference to paragraph 3 of G.O. No. 80, Home (Education), dated 19th January 1917, I have the honour to submit herewith in triplicate an agreement executed by Mr. W. B. Brierley, acting Inspector of Schools, II Circle, and to state that the Accountant-General whom I have consulted with reference to G.O. No. 387, Educational, dated 6th April 1916, has informed me that it is in order. I beg to add, with reference to the portion scored out in paragraph 6 of the agreement, that I have already informed Mr. Brierley that he is not entitled to any travelling allowance for joining his first appointment at Guntūr.

ENCLOSURE.

AGREEMENT, made the twenty-fifth day of January 1917 between William Bertie Brierley 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 Inspector of Schools in the Indian Educational Service for a period of six months from the date of his reporting his arrival at Guntūr as herein after mentioned and 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 in the memorandum of information furnished to candidates or otherwise for the regulation of the branch of the public service to which he may belong, and will, when required by the Government, proceed to any other part of the province within which he may be serving, or to any other province in India, and there perform the duties of any specified office in the cadre of the Indian Educational Service.

(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 date of the party of the first part reporting his arrival at Guntūr, the Government will pay him, so long as he shall remain in the said service either temporarily or as a permanent member of the Indian Educational Service and actually perform his duties, a salary at the rate of Rs. 500 per mensem for the first year rising by annual increments of Rs. 50 per mensem.

(4) That the Government may at any time 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 it shall be lawful for the Secretary of State for India in Council or for the Government prior to the expiration of his service under these presents, if satisfied on the report of the duly constituted advisory Medical Board that the party of the first part is unfit and is likely for a considerable period to continue unfit by reason of ill-health for the discharge of his duties in India, to determine the service under these presents (the decision of the Secretary of State for India in Council or the Government being conclusive), and thereupon his services shall be terminated.

(6) The party of the first part shall while on duty in India and during the period of his engagement be entitled to such travelling allowance as is payable to officers of the first class under the Civil Service Regulations for the time being in force, and travelling allowances on the same scale shall also be payable to him in respect of his journeys (a) from Madras to Guntūr on first joining the appointment.

(7) The party of the first part will, during his continuance in the service, pay such subscriptions to the General Provident Fund as shall be payable under the rules for the time being in force (by which rules he agrees to be bound); and it shall be lawful for the Government to deduct the said subscriptions from any money that may be payable to the party of the first part under these presents or otherwise.

*Please say whether this should be
printed with reference to the portion
scored out in the original letter.*

340
44
14/3/17

G.O. No. 366, 16th March 1917

Providing the Director of Public Instruction with the Accountant-General's certificate of the - executed by Mr. W. B. Brierley who has been temporarily appointed to the Indian Educational Service.

The following paper -
Letter from the Hon. Mr. J. H. Stone, M.A., M.P., Member of the Council of the Government, Home (Education) Department.
Date: Madras, the 2nd March 1917.
To: Mr. H. C. S.

With reference to paragraph 3 of G.O. No. 80, Home (Education), dated 19th January 1917, I have the honor to inform that an agreement has been entered into between Mr. W. B. Brierley, acting Inspector of Schools, and the Government of India, which has been approved by the Government of India, dated 16th March 1917, and has been forwarded to the Government of India, dated 16th March 1917, for their consideration.

An agreement, made on the 16th March 1917, between Mr. Brierley and the Government of India, has been forwarded to the Government of India, dated 16th March 1917, for their consideration. The agreement provides for the appointment of Mr. Brierley to the Indian Educational Service, and for the payment of a salary of Rs. 1,000 per annum, with a pension of Rs. 500 per annum, and for the payment of a gratuity of Rs. 1,000 on his retirement.

The agreement also provides for the payment of a gratuity of Rs. 1,000 on his retirement, and for the payment of a pension of Rs. 500 per annum, and for the payment of a salary of Rs. 1,000 per annum, with a pension of Rs. 500 per annum, and for the payment of a gratuity of Rs. 1,000 on his retirement.

The agreement also provides for the payment of a gratuity of Rs. 1,000 on his retirement, and for the payment of a pension of Rs. 500 per annum, and for the payment of a salary of Rs. 1,000 per annum, with a pension of Rs. 500 per annum, and for the payment of a gratuity of Rs. 1,000 on his retirement.

The agreement also provides for the payment of a gratuity of Rs. 1,000 on his retirement, and for the payment of a pension of Rs. 500 per annum, and for the payment of a salary of Rs. 1,000 per annum, with a pension of Rs. 500 per annum, and for the payment of a gratuity of Rs. 1,000 on his retirement.

The agreement also provides for the payment of a gratuity of Rs. 1,000 on his retirement, and for the payment of a pension of Rs. 500 per annum, and for the payment of a salary of Rs. 1,000 per annum, with a pension of Rs. 500 per annum, and for the payment of a gratuity of Rs. 1,000 on his retirement.

(8) That if the party of the first part shall ultimately be appointed a permanent member of the Indian Educational Service his service (commencing from the date of his entering on the performance of his duties under these presents as aforesaid) if it be continuous 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 any 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.

(9) That in any payments to be made in Great Britain under these presents the rate of exchange between rupees and sterling shall be 1s. 4d. per rupee; provided that if any higher rate per rupee is prescribed by rules for the time being in force for the issue of any particular payments to the party of the first part, the higher rate prescribed shall be observed in making such payments.

(10) 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 any way relating to the sums of money to be paid or allowed to the party of the first part, or to his conduct, or in any way 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 any way relating thereto.

In witness whereof the party of the first part and the Director of Public Instruction on behalf of the party of the second part have hereunto set their hands the day and year first above written.

Signed by the party of the first part in the presence of M. V. KRISHNA AYYANGAR.
Signed by the said Director of Public Instruction in the presence of V. KRISHNASWAMI JATAVALLABHAR, Rao Bahadur.

W. B. BRIERLEY.
J. H. STONE.

Order—No. 366, Home (Education), dated the 16th March 1917.
One copy of the agreement executed by Mr. W. B. Brierley, which should have been furnished to him in pursuance of paragraph 3 of G.O. No. 80, Home (Education), dated the 19th January 1917, is returned to the Director of Public Instruction for transmission to Mr. Brierley.

2. The Director of Public Instruction and the Accountant-General will each be furnished with six printed copies of the agreement.
(True Extract)

E. A. HARVEY,
Acting Secretary to Government.

To the Director of Public Instruction with the triplicate of the agreement.
" Accountant-General.
" Cantor, Madras Record Office, with an agreement in duplicate for safe custody.

ORDINARY.

PRESS SLIP.

PREFERENCE.

URGENT (a).

Sect. II-38-3-14.

DEPARTMENT.

Current No., dated 191 ..

G.O. No. 346..., dated the 16. 3. 1917.

Number of MS. pages sent {
 (b) Correspondence.....
 (b) Notes.....

Brief subject.....

(c) Number of copies required when struck off (not including copies for volume and editors' table which are retained in the Press).	(d) E. T. copies to supply requisitions for purchase by the public.	Complete correspondence and orders.	Notes.
FOR RECORD.*			
Madras Records	4	25	
City Records		6	
For filing with original		1	
Total ..		32	

FOR ISSUE.†

Letter only.	Complete G.O.	(b) Special issue copies of G.O.		Notes
		No.	Papers.	
Signature copies	3			
India Office				
Govt. of India				
Revenue Department				
Public Works Department				
Local and Municipal Department				
Educational Department				
Public Dept.				
Judicial Dept.				
Political				
Financial Dept.				
Marine Dept.				
Eccelesiastical Dept. ...				
Total ...				
The	6			
The	6			
The				
The				
The				
The				
The				
The				
The				
The				
The				
The				
The				
The				
The				
Total ...				

INSTRUCTIONS FOR THE SECRETARIAT.

(a) If a paper is marked to be printed urgently, the Superintendent of the section concerned should sign the Press slip. The Superintendent should exercise a careful discretion in the matter.

(b) Each letter, memorandum, or order, or set of orders, in the file of correspondence should be headed in succession with the Roman numeral I, II, III, etc., the number being written in red ink or blue chalk above the item. The particular papers to be printed in the special issue-copies should be indicated by the Roman numeral (I, II, etc.) by which that item has been headed in the correspondence file. All matter, including marginal remarks or references, to be printed should be written in ink and matter which should not be printed should be encircled. Initials and signatures that are not quite legible should be re-written distinctly.

(c) For rules regarding printing of notes, see rule 815 of the office Manual.

(d) The number of copies and the details of distribution should be filled in by the Superintendent or Referencee concerned.

(e) In the absence of special instructions to the Press to keep matter standing for a specified period, ordinary papers of 8 pages and under will be kept standing for one week, and larger papers for two weeks only. The type of notes and of all confidential papers is distributed immediately after striking.

(f) This slip, properly and completely filled in, should accompany every paper sent to Press; it will be returned by the Press when proofs are furnished; it should be sent to the Press when a call is made for revised proofs or when a corrected proof is sent for striking. When finally returned by Press it should be filed with the original order or letter.

INSTRUCTIONS FOR THE PRESS.

(a) If, in the opinion of the Superintendent of the Press, a paper has been marked urgent unnecessarily, he should send the Press slip to the Registrar with a remark to that effect.

(b) Unless a note to the contrary is made against the matter, pencil entries should not be printed. The Superintendent of the Press may bring to the notice of the Registrar any instance of incomplete or careless editing.

(c) Signature copies or letters to the Secretary of State or to the Government of India should be printed on hand-made paper.

(d) This slip should be returned by the Press to the Secretariat when proofs are furnished; it will be sent back to the Press when proofs are returned corrected and should be finally returned to the Secretariat when struck-off copies are supplied.

(e) The names of the Secretary and Members should be printed in full when they occur on the right hand side, only the first time when they appear on the left side, the initials alone being printed later.

* Copies distributed on Press Clerk)

† Copies distributed on Despatcher).

TO PRESS, MADRAS OOTY.

A
case send proof in duplicate. The papers have been carefully edited.

B
Proof returned corrected. Please strike off and send number of copies as indicated.

C
As the matter is clear manuscript and has been carefully edited, (b) proof need not be sent. Please print and supply number of copies as indicated.

Type may be released after usual interval at once.

Type may be released after usual interval.

Referencer.
Clerk.

Referencer.
Clerk.

P. Ram ann
Clerk.

16/3/17

Supdt.

Supdt.

Supdt.

SPECIAL INSTRUCTIONS.

TO BE FILLED IN BY THE PRESS.

Diary.		Initials of Press official.	
Received in Press on.....			
First proof furnished on.....			
Call for revised proof received on.....			
Revised proof furnished on.....			
Corrected proof received for striking on.....			
Final copies supplied on.....			

Account of copies.	Complete copies.	Notes.	Issue copies.	Special E.T. edition.
Supplied to Secretariat for Record.....				
" " " Issue.....				
" " " for Extra E.T. copies to supply requisitions for sale to the public.				4
For Volumes.....				
For supply to newspapers and institutions admitted to the privileges of the E.T.				
Total ...				

to be initiated or