

Home (1918) Department.
(Education)

Ordinary SERIES.

G.O. No. 381

DATED 20-3-1918

INDEXED

[Despatch Abstract.]

Mr. L. B. Green.

Approving the draft agreement of service to be executed
by-----Assistant to the Director of Industries.

DEPARTMENT.

Received



Registered 8 2 1918

Subject.

Submitting a draft agreement on behalf of
Mr. I.B. Green for approval.

ENCLOSURES.	
No.	one
Spare copies	

G C No. 304

Station Madras., Dated the 7th March 1918 191

From (Name) C.A. Innes Esq., I.C.S.

(Designation) Director of Industries.

To The Secretary to the Government of Madras,
Home (Education) Department.

Sir,

With reference to G.O. No.1561 Home (Education)
dated the 13th December 1917, I have the honour to submit
herewith for approval a draft agreement on behalf of
Mr. I.B. Green drawn up in consultation with the Government
Solicitor.

I have the honour to be,

Sir,

Your most obedient servant,

Enclosure:- One.

Director of Industries.

Agreement ~~may~~ made the

2/3
day of

one thousand nine hundred and eighteen between Leslie Benton Green of Madras in the East Indies of the one part and the Right Honourable the Secretary of State for India in Council (hereinafter referred to as the Secretary of State) of the other part whereas the said Leslie Benton Green has temporarily served the Secretary of State in the office of the Assistant to the Director of Industries, Madras for a period of two years from the 16th December 1915 and whereas the ^{said} L.B. Green has agreed to continue to serve the Secretary of State in that capacity for the term and at the salary hereinafter mentioned now these presents witness and the parties hereto do hereby mutually covenant contract and agree in manner following that is to say:-

1. That the said L.B. Green shall for the period of three years to be computed from the 16th day of December one thousand nine hundred and ^{seventeen} ~~seventeen~~ be and continue to be in the service of the Secretary of State as Assistant to the Director of Industries, at Madras and at such other place or places and in such other capacity or capacities as he may be required to serve under the next succeeding clause hereof.

2. That he will employ himself honestly efficiently and ~~and~~ diligently under the orders and instructions of the officers under whom he shall from time to time be placed as Assistant to the Director of Industries at Madras (or in such other office to which he may be appointed) in which capacity he will discharge all such duties appertaining to that office and also all such duties as are discharged by persons holding similar situations in India and do all things which may be required of him or which are necessary to be done in his capacity as aforesaid and will make himself in other respects generally useful as may be required of him and that he will whenever required proceed to any other part of India and there perform such or the like duties and that he will do his best to instruct in his art the Indians and others who may be placed under him or may be working with him.

3. That he will not on any pretence absent himself from his duties without having first obtained the permission of Government or its authorised officers or in case of sickness or inevitable accident without forwarding a medical certificate satisfactory to the officers aforesaid.

4. That he will devote his whole time to the duties of his service and will not on his own account or otherwise ^{either} directly or indirectly carry on or be concerned in any trade or business whatsoever.

5. That he will when required take upon himself the responsible charge of Government money and stores and will truly and faithfully account for ~~the~~ ^{the} money and pay over or deliver to the proper person all money goods and stores which shall at any time come to his hands or be under his charge on account of Government.

6. That he will conform to all the rules and regulations of the Department of the Government service to which he may belong and will obey all such orders and directions as he shall from time to time receive from any authorised officer of the Government.

7. That the Government may at any time dispense with the services of the said L.B.Green without notice in the event of misconduct on his part or of a breach by him of any of the conditions herein specified.

8. That if the said L.B.Green shall observe and comply with all the provisions of these presents there shall be paid to him for such a time as he shall be in the service and actually perform his duties a salary during the said period of three years at the rate of Rs.675 per mensem but that in the event of his temporary absence from duty by reason of sickness or leave or otherwise he shall be paid such salary only as shall be determined by the rules from time to time in force in the Department to which he shall for the time being belong.

9. That the said L.B.Green 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.

10. That it shall be lawful for the Secretary of State for India in Council or for the Government prior to the expiration of the said term

of three years if satisfied on the medical evidence before him or it (as the case may be) that the said L.B.Green 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 service shall be terminated.

11. That the salary from time to time payable to the said Leslie Benton Green shall be payable monthly in India commencing from the 16th day of December one thousand nine hundred and seventeen and ceasing on the day of his quitting the service or on the day of his discharge therefrom or on the day of his death if he shall die during the said term of three years.

12. That the said L.B.Green shall be eligible for the leave admissible under articles 242, 336 and 339 of the Civil Service Regulations as applicable to his appointment for the time being but that the Government shall have the right of modifying the said rules from time to time at their sole discretion and the said L.B.Green shall have no claim (except subject to such modifications) to the benefits of the said rules as they stand at the day of the date hereof and in case of dispute as to the interpretation of this clause or of any of the said rules or otherwise howsoever the decision of the Secretary of State for India in Council shall be conclusive.

13. That the proceedings letters and reports of the Governor General of India in Council or of any of the local Governments and of all other 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 said L.B.Green 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 the presence of

No. 381, dated 20. 3. 1918

Mei:

The draft agreement
submitted by the Officer in Charge
of the Dept. of Industries is approved.

16.3.18

Feb
48-3.25

L. W. S.

20348

Note The terms set forth in the
draft are in accordance with G.O.^s
nos. 1561 of 13-12-17 and 811 of 1-2-18

16-3-18

1878

LD-

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191

READ AGAIN G.O. No.
191

DATED

CURRENT No.

ENCLOSURE TO G. No.

ORDER OF GOVERNMENT

A A A A A A A

LETTER OF GOVERNMENT

STATEMENT WITH LETTO.

PAPERS NOT STICKED UP, BRING REPLY FOR DISPATCH
IN ORIGINAL.

E.E.-

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