

Home (1918) Department.
Education

Ordinary SERIES.

G.O. No. 486

DATED 16 4 18

INDEX

[Despatch Abstract.]

Mr. A. Chatterton.-

Forwarding to the Government of India a copy of the revised agreement as finally settled by the Mysore Darbar in regard to the employment of ----- under the Darbar.

BACK PAPERS.

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FURTHER PAPERS.

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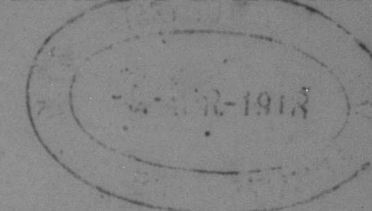
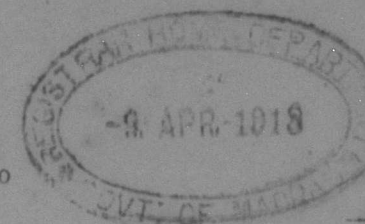
No. 2579

2501A
C.No. 991
Rgs. 9-48

FROM

THE HON'BLE MR. H. V. COBB, C. S. I., C. I. E.,

RESIDENT IN MYSORE.



TO

The Secretary to the Government of Madras,
Home Department.

Dated Bangalore, 8th April 1918

SIR,

In continuation of my letter No. 197, dated the 9th January 1918, regarding Mr. Chatterton's Services, I have the honour to forward a copy of letter No. Pol.894, dated the 30th March 1918, with enclosure from the Mysore Durbar and to request that the revised agreement may kindly be substituted for that sent with my letter under reference.

I have the honour to be,

Sir,

Your most obedient servant,

[Signature]

RESIDENT.

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Letter No. Pol.894, dated the 30th March 1918, from the
Secretary to the Government of His Highness the Maharaja of Mysore,
Departments of Education & Agriculture, to the First Assistant to
the Hon'ble the Resident in Mysore.

---:O:---

With reference to the correspondence ending with your letter
No.183, dated 9th January 1918, regarding Mr. Chatterton's Services,
I am directed to forward herewith a copy of the Agreement as finally
settled and to request that it may kindly be substituted for the copy
sent with this office letter No. Pol.532 dated 10th December 1917.
An additional clause has been added between clauses 8 and 9 of the
original draft agreement which is shown in red ink.

---:O:---

"C O P Y"

Amseris

REGISTRAR.
[Signature]

An agreement made the 4 day of 1918 between Mr. Alfred Chatterton,
.....
hereinafter called. of the
one part and the Government of His Highness the Maharaja of
Mysore hereinafter called the Government of the other part,

Whereby it is agreed as follows:-

The Government shall employ Mr. Alfred Chatterton and Mr. Alfred Chatterton shall serve the Government as Director of the distillation of sandalwood Oil in the State of Mysore hereinafter called the State, and in that capacity control and manage the factories that are or may hereafter be established within the State for the aforesaid purpose upon ^{and} ~~the~~ subject to the terms and conditions following viz:-

(1) The engagement shall extend for a period of five years from the 1st day of January 1918, subject to determination as hereunder provided.

(2) Mr. Alfred Chatterton shall make the necessary arrangements with the Government of India for retiring from the British service on and from the 26th day of July 1918, whereupon he shall be a wholetime servant of the Government till the expiry of the period of his engagement.

(3) The remuneration of Mr. Alfred Chatterton for such service shall consist of (1) a fixed monthly salary of Rs. 2,500/- and (2) by way of further remuneration a commission of three per cent per annum on the net profits earned by the said business (or in the Sandalwood factories) in each Financial year to be paid from after the balance sheet for that year shall have been passed by the Government. For purposes of calculating the annual net profits for each year, the cost of raw materials, all charges for establishment, working expenses, depreciation at ten per cent per annum on machinery and plant and at five per cent per annum, on factory buildings and all commission paid to agents shall be deducted from the gross receipts. In fixing the price for

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sandalwood the price per ton of wood shall be taken at half the ex-factory price realised for 100 pounds of oil and the Certificate of the Government Auditor shall be conclusive evidence of the amount of net profits in respect of which such commission is payable.

A consolidated allowance of Rs.200/- a month shall also be paid to Mr.Chatterton in lieu of Travelling Allowances for all journeys within the State, and for all journeys outside the State sanctioned by Government in India he shall be paid double first class railway fare and a daily allowance of Rs.10/-

(a) During the currency of this agreement Government shall be bound to supply the sandalwood oil factories which are now in existence or which may hereafter be established in Mysore, a minimum quantity of 1,200^{tons} per annum, and it is hereby agreed that any surplus quantity of sandalwood which Government may possess, shall not be sold for distillation of oil therefrom to any person within or outside the State, other than the person in charge of the aforesaid sandalwood factories in Mysore, but it shall be lawful for Government to sell the surplus sandalwood for any other purpose, provided that if the said surplus or any portion thereof is required for the aforesaid factories established in Mysore for distillation of sandalwood oil, they shall have the first refusal.

(b) Any disputes that may arise relating to the determination of net profits as mentioned in paragraph 3 above shall be decided by a reference to Commercial Auditors to be appointed by Government for the purpose,

4. During the continuance of his employment under this agreement Mr.Alfred Chatterton shall devote his whole time to his duties as such Director and shall do all in his power as such Director to extend, increase, and develop the said business to its fullest extent. He shall in all respects carry out and use his best endeavours in carrying out the object of Government in placing the said concern on a thorough business footing and in successfully exploiting all the markets for the sale of the sandalwood oil. He shall diligently and faithfully serve the Government and protect and promote ~~its~~ its interests in all things to the best of his skill, ability and judgment.

5. Mr.Alfred Chatterton shall not, during the continuance of his employment hereunder and for a period of five years there after acquire any interest or be concerned or interested directly or indirectly in any capacity whatever, within or outside the State in any business that is likely to compete with the sandalwood oil industry of the State.

6. Mr.Alfred Chatterton shall, during his employment hereunder, be a full time officer of Government with the status of the Head of a Department and shall be bound by all rules and regulations applicable to the Public Service and he shall not during that period be engaged, directly or indirectly, within or outside the State without the sanction of Government in writing in any business other than the business in respect of which he is by this agreement employed.

7. Mr.Alfred Chatterton shall not, during the period of his employment hereunder, obtain by way of remuneration any bonus, Commission, fee, salary or other benefits whatsoever, either direct or indirect, from Government or any other person, for any business which he may do or might have done, in connection with the sandalwood oil industry of the State other than the salary commission and allowances hereinbefore expressly agreed upon in para.3 of this agreement.

8. During the period of his employment hereunder, Mr.Alfred Chatterton shall act as Industrial Adviser to Government without further remuneration in all matters referred to him for opinion or advice. But it shall not be part of his duties to undertake without remuneration the execution of any scheme not connected with the sandalwood oil industry. Should however he be required to carry any such scheme into execution separate fees or commission then to be fixed by mutual agreement will be allowed.

9. If owing to causes beyond their control of which Government shall be the sole judge, they should find it necessary within the period of Mr.Chatterton's employment hereunder to stop the manufacture of sandalwood oil, Government will have the right to

The whole para
is new

utilise Mr. Chatterton's services in other directions for the remaining period of this contract and pay him a salary equivalent to the amount drawn by him in British India on 31st December 1917 viz. rupees three thousand per month and in this event Mr. Chatterton will have no claim for any compensation or other payment except that of salary as aforesaid.

10. Mr. Alfred Chatterton shall not during the continuance of his employment hereunder and thereafter make public or disclose any trade secret or manufacturing process or any information concerning the sandalwood oil business or affairs which may come to his knowledge or may be invented, discovered or adopted during or in the course of his employment hereunder except in so far as it may be necessary for the training of apprentices by or under him or for the purposes of and in the conduct of the business itself.

11. If during the term of his employment hereunder, Mr. Chatterton shall at any time wilfully neglect or refuse or from illness or any other cause become or be unable to perform any of the duties devolving upon him under his engagement, or is unlikely by reason of such illness or otherwise within a reasonable time to be able to resume his work, it shall be lawful for Government to suspend the salary, commission and allowance agreed to be given to Mr. Chatterton, during such neglect, refusal, illness or inability as aforesaid. And further it shall be lawful for Government in the event of such refusal or neglect of Mr. Chatterton or of his becoming incapacitated by illness or otherwise immediately to terminate his engagement, without any notice or payment in lieu of notice or other compensation.

12. In the course of his employment hereunder Mr. Chatterton shall be at liberty to go out of India, once for a period not exceeding six months, inclusive of the period occupied by the journey to and fro, provided that during the period of his absence as aforesaid, and in and from the place where he may be, he shall engage himself in or about the business of the aforesaid sandalwood oil industry and exercise such control and supervision on the sandalwood factories in his charge in Mysore as may be necessary and required for the continuous, efficient and profitable working thereof, and provided also that during

the aforesaid period and for the expenses of the ka journey to and fro he shall not be entitled to any extra salary or allowance.

13. In the course of his employment under Government Mr. Chatterton shall be at liberty to submit recommendations to Government in all matters connected with the development of the industry, but he shall be bound to abide by any policy that may be laid down by Government and to obey and comply with all orders and directions as may from time to time be given, assigned or communicated to him by Government and to faithfully observe all the rules, regulations and arrangements for the time being made by Government for the management and working of the sandalwood oil industry in Mysore.

14. Mr. Chatterton shall, under the rules for the time being in force relating to public service employ as far as it is consistent with the efficiency of the factories only persons who are duly qualified and who are the subjects of His Highness the Maharaja. The appointment, whenever it may be necessary of persons other than the subjects of His Highness the Maharaja, shall not be made without obtaining the previous sanction of Government. All appointments carrying a monthly salary of Rs. 100 and above shall, in any event, be made with the previous approval and sanction of Government.

15. The existing Sandalwood Oil Board appointed by Government will continue to perform the functions assigned to it and laid down by Government in their order No. 1440-6/I.C. 59-17-2, dated the 10th August 1917 subject to such modifications as may from time to time be made by Government in regard to the powers and function of the said Board.

16. It shall be a part of Mr. Chatterton's duties to arrange for giving necessary industrial and chemical training in the factories under his control to at least half a dozen men at a time in accordance with any scheme that may be framed by Government in this behalf.

Home (Education) Dept.

Letter:-

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To

The Secretary to the Govt. of
India, Foreign and Political
Dept.

(with agreement)

Sir,

(1)

In continuation of my letter
No. 127, Home (Edn), dated the 4th
February 1918, I am directed to for-
ward a copy of the revised agreement
as finally settled by the Mysore
Darbar in regard to the employment of
Mr. A. Chatterton under the Darbar
and to request that it may be substi-
tuted for the one already sent. In
the revised agreement, an additional
clause has been inserted between
clauses (8) and (9) of the original
draft agreement as shown in red ink.

I have, etc.

N.K.
18/4/18

[Signature]

17. In all other matters not specially mentioned above such as
the purchase of machinery, sale of oil &c., Mr. Chatterton shall be bound
to carry out such orders of Government as are already in force or as
may from time to time be passed by Government.

old para 15

Keep in file

*Keep with
the original agreement*

Keep copy in file

*Keep original
and
17/4*

(1)

N.K.
18/4/18

18/4/18

When given for copying
When copied
When examined
When signed

191

READ AGAIN G.O. No.
191

DATED

CURRENT No.

ENCLOSURES 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.