

Government of Madras

HOME DEPARTMENT (EDUCATION)

G.O. No. 1400, 1st November 1918

Agreements

Furnishing the Director of Public Instruction and the Accountant-General with copies of
the — executed by Miss R. McLeod and Miss C. Gordon.

INDEXED

ORIGINAL
Government of Madras
HOME DEPARTMENT (EDUCATION)

G.O. No. 1400, 1st November 1918

Agreements

Furnishing the Director of Public Instruction and the Accountant-General with copies of
the — executed by Miss R. McLeod and Miss C. Gordon.

READ—the following papers :—

I

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.
Dated—Madras, the 14th August 1918.
No.—Ref. on Cur. 1357.

With reference to paragraph 3 of G.O. No. 141, Home (Education), dated 7th February 1918, I have the honour to submit herewith two copies each of the agreement executed by Miss R. McLeod and Miss C. Gordon and to state another copy has been forwarded to each of these officers. The Accountant-General, whom I have consulted, states that the agreements are in order.

ENCLOSURE

AGREEMENT made the 11th day of June 1918 between REBEKAH McLEOD 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 Superintendent, Presidency Training School for Mistresses, Madras, in the Indian Educational Service for the term of two years from the 19th January 1918 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 herself to the orders of the Government and of the officers and authorities under whom she may from time to time be placed by the Government and that she 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 she may belong and will when required by the Government, proceed to any other part of the province within which she 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 her whole time to the duties of the service, and will not engage directly or indirectly in any trade, business or occupation on her own account and that she will not (except in case of accident or sickness certified by competent medical authority) absent herself from her said duties without having first obtained permission from the Government or its authorized officers.

(3) That from the date of confirmation of the party of the first part as Superintendent, Presidency Training School for Mistresses, Madras, the Government will pay her, so long as she shall remain in the said service and actually perform her duties, a salary at the rate of Rs. 350 per mensem rising to Rs. 450 per mensem by annual increment of Rs. 10.

(4) That, in addition to her salary, the Government will for so long as she holds a post to which free quarters are attached find her quarters (in which it shall be incumbent on her to reside during the time she shall remain in the service) free from rent but not from such local municipal or other rates and taxes as by local rule or custom are payable by the occupier of the quarters.

(5) 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 her part or of a breach by her of any of the conditions herein specified.

(6) That it shall be lawful for the Secretary of State for India in Council or for the Government prior to the expiration of her 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 her 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 her services shall be terminated.

(7) That the party of the first part shall within the period or periods prescribed by the rules and regulations relating to examinations in vernacular languages for the time being in force in the Province within which she may be serving and generally in accordance with and subject to such rules and regulations, pass an examination or examinations in such vernacular language or languages as may be required by the Government and on failure to pass such an examination or examinations shall be liable to the penalties prescribed by the said rules and regulations. Provided that, if the party of the first part shall fail to pass an examination in such one of the prescribed vernacular languages as may be required within the said term of two years, the Government may, notwithstanding anything in the next clause or the said rules and regulations contained dispense with her services.

(8) That unless she, 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 her services or unless she shall give notice in writing to the Government three calendar months before the expiration of the said term of two years that she is desirous to put an end to her service under these presents, she 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 she shall not be entitled to receive or required to give notice of termination of her service under Government otherwise than as provided in Civil Service Regulations for the time being in force or any other rules to which she may be made subject.

(9) The party of the first part will, during her 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 she 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.

(10) That if the party of the first part shall continue to serve Government under these presents after the said term of two years her service (commencing from the date of her entering on the performance of her duties as aforesaid) 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 her 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.

(11) 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.

(12) 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 her 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, Madras, 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 Margaret Davies.

REBEKAH McLEOD.

Signed by the said Director of Public Instruction in the presence of V. Krishnaswami Jatavallabhar, Personal Assistant to the Director of Public Instruction.

J. H. STONE.

II

Official Memorandum No. 2140-A-2, Home (Education), dated 30th September 1918.

III

Letter—from the Hon'ble Mr. H. S. DUNCAN, M.A., Acting Director of Public Instruction.

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

Dated—Madras, the 23rd October 1918.

No.—R.C. 1357.

With reference to Government Memorandum No. 2140/A-2, dated 30th September 1918, I have the honour to resubmit herewith the two copies of Miss Gordon's agreement with the necessary corrections carried out in them and attested by her.

ENCLOSURE

AGREEMENT made the 5th day of August 1918 between Miss C. GORDON 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 Lecturer in Kindergarten, Teacher's College, Saidapet, in the Educational Service for the term of three years and two months from the 19th January 1918 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 herself to the orders of the Government and of the officers and authorities under whom she may from time to time be placed by the Government and she 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 she may belong and will, when required by Government, proceed to any other part of the Province within which she may be serving.

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

(3) That from the date of confirmation of the party of the first part as Lecturer in Kindergarten, Teacher's College, Saidapet, the Government will pay her, so long as she shall remain in the said service and actually perform her duties, a salary at the rate of Rs. 250 per mensem and conveyance allowance of Rs. 30 per mensem.

(4) That the Government may at any time during the said term of three years and two months 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 her part or of a breach by her of any of the conditions herein specified.

(5) That it shall be lawful for the Secretary of State for India in Council or of the Government prior to the expiration of the said term of three years and two months, 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 her 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 her service shall be terminated.

(6) That the party of the first part shall within the period or periods prescribed by the rules and regulations relating to examinations in vernacular languages for the time being in force in the Province within which she may be serving and generally in accordance with and subject to such rules and regulations pass an examination or examinations in such vernacular language or languages as may be required by the Government, and on failure to pass such an examination or examinations shall be liable to the penalties prescribed by the said rules and regulations. Provided that, if the party of the first part shall fail to pass an examination in such one of the prescribed vernacular languages as may be required within the said term of three years and two months, the Government may notwithstanding anything in the next clause or the said rules and regulations contained dispense with her services.

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

(4) That if the party of the first part shall continue to serve Government under these presents after the said term of three years and two months her service (commencing from the date of her entering on the performance of her duties as aforesaid) 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 her 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.

(11) 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 her 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.

Signed by the party of the first part in the presence of T. V. Sivakumara Sastri, Acting Vice-Principal in charge, Teacher's College, Saidapet.

Signed by the said Director of Public Instruction in the presence of V. Krishnaswami Jatavallabhar, Personal Assistant to the Director of Public Instruction.

Order—No. 1400, Home (Education), dated 1st November 1918.

(True extract)

To the Director of Public Instruction.
 „ Accountant-General.
 „ Curator, Madras Record Office [with agreement in original (in duplicate) for safe custody.]

Agreement

Furnishing the D.P.D. and the A.C. with copies of the
executed by Miss R. Medford and Miss C. Gordon.

READ AGAIN G.O. No., dated

" " " " "

191

READ ALSO: C. No. 2140 A, From the D. P. J. Refon Cer No. 1357, dated 14. 8. 1918.

22 22 But to the do 22 2140 A-2 30-9-1918

2617A Tom Ke do 1357 23-10-1918

ORDER.

P. S.

No. 1400, dated 1-11-1918.

The D. I. I. and the A. S. will each be furnished with six printed copies of the agreement executed by Miss R. McLeod and Miss C. Gordon.

$$\begin{array}{r} 30.8.18 \\ 115 \\ \hline 2/9/18 \end{array}$$

To The DPJ }
a.k. } ~~work~~

Curator, Mr. R. C. (with agreement conditions under which Mrs. Gordon
in original (in duplicate) for safe custody), was then granted a scholarship
was that she should on return to
Madras serve (at least) for five years.

March 1916 and she should, according to her original ^{contract} ~~agreement~~, serve ~~for~~ till 12-3-1921. The agreement now forwarded will bind her only upto 19-1-1920. As it has been signed by Miss Gordon and the D.P.I., it appears rather late to make any amendment therein. Besides it is not likely that Miss Gordon will leave the service to take up employment elsewhere.

It is however better to hear what the D.P.I. has to say on the above. The agreement is not according to the original order. The file may be sent to him up.

MS 2/9/18
 4.9.18
 5/9/18
 D.P.I. (W)

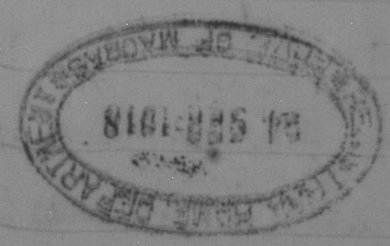
I would suggest that "two years" should be altered to "three years & two months". The correction may be attested by Miss Gordon to whom all the copies of the agreement may be returned, if found correct of the suggestion.

110
 20.9.18
 26/9/18
 27.9.18

Dont print

It would have been well if the period of the agreement had been fixed at 'three' instead of at 'two' years

Home (C) no. 2140 A-1
 5.9.18
 No 225 & 23.9.18



A draft memo is subd.

27.9.18

NOTE

6-10-18
 C.No 2617A. From the D.P.I. no 1357 of 23-10-18

The necessary alterations have been made in the agreement executed by Miss Gordon. Submitted that the draft order on page 1 may now issue.

MS 29/10/18
 31.10.18
 1/11/18

In approval
23/11/18.
25/11/18

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- (5) 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 her part or of a breach by her of any of the conditions herein specified.

See G.O. No. 450, Educational, dated 31st May 1916, for fixing of date R.M.

(6) That it shall be lawful for the Secretary of State for India in Council or for the Government prior to the expiration of her 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 her 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 her services shall be terminated.

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(8) That unless she, 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 her services or unless she shall give notice in writing to the Government three calendar months before the expiration of the said term of two years that she is desirous to put an end to her service under these presents, she 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 she shall not be entitled to receive or required to give notice of termination of her service under Government otherwise than as provided in Civil Service Regulations for the time being in force or any other rules to which she may be made subject.

(9) The party of the first part will, during her 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 she 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.

(10) That if the party of the first part shall continue to serve Government under these presents after the said term of two years her service (commencing from the date of her entering on the performance of her duties as aforesaid) 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 her 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.

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In witness whereof the party of the first part and the Director of Public Instruction, Madras, 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 Margaret Davies.
Signed by the said Director of Public Instruction in the presence of V. Krishnaswami Jatavallabhar, Personal Assistant to the Director of Public Instruction.

REBEKAH McLEOD.

J. H. STONE.

Vernacular examination passed in 1909 - R.A.

M. In - Ravi

II
Official Memorandum No. 2140-A-2, Home (Education), dated
30th September 1918.

III

Letter—from the Hon'ble Mr. H. S. DUNCAN, M.A., Acting Director of Public Instruction.

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*Three years
and two months*

J. M. Ram

her services under these presents, she will continue in the service of the Government upon the like terms and conditions as are herein contained, so far as the same are applicable, except that she shall not be entitled to receive or required to give notice of termination of her service under Government otherwise than as provided in the Civil Service Regulations for the time being in force or any other rules to which she may be made subject.

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In witness whereof the party of the first part and the Director of Public Instruction, Madras, 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 T. V. Sivakumara Sastri, Acting Vice-Principal in charge, Teacher's College, Saidapet.

CORRIE GORDON.

Signed by the said Director of Public Instruction in the presence of V. Krishnaswami Jatavallabhar, Personal Assistant to the Director of Public Instruction.

J. H. STONE.

Order—No. 1400, Home (Education), dated the 1st November 1918.

The Director of Public Instruction and the Accountant-General will each be furnished with six printed copies of the agreements executed by Miss R. McLeod and Miss C. Gordon.

(True extract)

R. RAMACHANDRA RAO,
Secretary to Government.

To the Director of Public Instruction.

Accountant-General.

Curator, Madras Record Office [with agreement in original (in duplicate) for safe custody].

McLeod

Current No dated 1918

G.O. No. 1400, dated 1-11-1918.

INSTRUCTIONS FOR THE SECRETARIAT.

(b) Number of MS. pages sent { Correspondence... 23
(b¹) Notes.....

Brief subject.....

(c) Number of copies required when struck off (not including copies for volumes and editors' table which are retained in the Press).	E. T. copies to supply requisitions for purchase by the public.	Complete correspondence and orders.	Notes.
FOR RECORD.			
Madras Records	4	20	
Ooty Records		4	
For filing with original		1	
Total		25	

FOR ISSUE.†

Signature copies.....	Letter only.	Complete G.O.	(d) Special issue copies of G.O.		Notes.
			No.	Papers.	
India Office.....		3			
Govt. of India..... Dept.					
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