

Law (Em) (192 b) Department.

Miscellaneous SERIES.

G.O. No. 353

DATED 9/3/1926

[Despatch Abstract.]

Fearn, Miss. V.E.

Woman Specialist in Physical Instruction -

declared eligible for model leave terms.

BACK PAPERS.

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

FURTHER PAPERS.

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

C F. 30-41,000-8-9-24.

LAW (EDUCATION) DEPARTMENT.

Received 192 . Registered 192 .

Subject.

Miss. V.E. Fearn - Orders regarding the leave she is eligible for - Solicited.

ENCLOSURES.

No.

Spare copies

R.C. No. 1740-C/25.

Station M a d r a s., Dated the 26th Octr. 1925. 192 .

From (Name) R.G. Grieve, Esq., M.A., F.R.G.S.,

(Designation) Ag. Director of Public Instruction,
M a d r a s.

To The Secretary to the Government of Madras,

Law (Education) Department.

Through the Accountant-General, M a d r a s.
Sir,

I have the honour to state that Miss. V.E. Fearn, Woman Specialist in Physical Instruction was first appointed by the Secretary of State for a period of 3 years - vide G.O.No.122 Law (Education) dated - 27th January 1922. In the original agreement entered into by her with the Secretary of State no mention was made of the nature and amount of leave to which she would be eligible during her term of appointment. When she applied for leave in August 1922, her application was dealt with under Sub Rule 2 Fundamental Rule 103 (vide G.O.No.R.664 Law (Education) dated 7-12-1922)



2. Miss. Fearn's original period of agreement with the Secretary of State expired on the 7th January 1925 and Government have in their Order No. Mis.173 Law (Education) dated 5th February 1925 sanctioned the retention of her services for a further period of 3 years from 7th January 1925. She now enquires whether the conditions mentioned in her first agreement with the Secretary of State still holds good and requests that since she holds a specialist appointment, the model leave terms for officers under contract may be applied in her case. There does not appear to be anything in the Fundamental Rules regarding model leave terms for officers under contract, and I accordingly request that Government may be pleased to issue orders as to how the grant of leave to Miss. V.E. Fearn during the period of her further retention in service should be regulated.

I have the honour to be,
Sir,
Your most obedient servant,

S. H. Bowel

For Director of Public Instruction

D.H.P. 27-10.

No. G.A.67-1608. OFFICE OF THE ACCOUNTANT-GENERAL, MADRAS, 9/11/25
Fort St. George, 6th Nov. 1925.

Enclosures. 2

FORWARDED.

2. There is no audit objection to the Local Government declaring Miss V.E.Fearn, woman specialist in Physical instruction, eligible for leave under the Model leave terms for officers -- engaged on contract published in G.O.861 Finance dated 2-12-24.

3. To remove all misapprehensions, Government may however clearly specify the conditions of the retention of her services for a further -- period of 3 years from 7th January 1925, ordered in G.O.Mis. 173 Law (Education) dated 5--2--1925.

Returned to the Director of Public Instruction who is requested to forward for the consideration of the Law Dept. an agreement to be submitted by Miss V.E. Fearn.

T.S.V. *Channayachan* ACCOUNTANT GENERAL.

TO *Amilal* Secretary to *17/11/25*
The Secretary to the Government of Madras,
LAW EDUCATION DEPARTMENT.

DEPARTMENT

3381 G.M

Law Ex 26 2 A

DA-1926

....192

Registered 22.1.24

192

DEPAR

Subject.

executed.

Miss Fearn - Draft agreement to be entered by-

Submitted

25 JAN 1926

3051

MADRAS

ENCLOSURES.

No.

original

Spare copies

Encl No. 4299A-2 Laos (Don) Sept
25.1.26.

Referred to the Accountant-General
for remarks. (By order)

Намечено

ASST Secretary

to Paul Dirac

R.O.C. No. 1740 C/25

Station M a d r a s Dated the 16th January 1926 192

From (Name) R. Littlehailes Esq., M.A.,

(Designation) Director of Public Instruction,

To The Secretary to the Government of Madras

LAW (EDUCATION)

Department.

Sir,

With reference to your endorsement No. 4299 A-1
17th November 1925 herewith returned with enclosures
e the honour to submit herewith a draft agreement
red by the Government Solicitor, Madras.

2. I am of opinion that the agreement should be with the Government of Madras and not with the Secretary of State.

3. The passage concession for the return journey referred to in para 8 of the draft agreement may be accepted.

I have the honour to be,
Sir,
Your most obedient servant,

E. H. Bowet

for Director of Public Instruction

P.R.K. 19/1

A G R E E M E N T made the day of

1925 B e t w e e n MISS VIOLET ELISABETH FEARN Specialist in

Physical instruction residing at

of the first part and ^{Government of Madras} ~~THE RIGHT HONOURABLE THE SECRETARY OF~~ ^{for and}

^{on behalf of the Secretary of State for India in Council} ~~STATE FOR INDIA IN COUNCIL~~

of the second part WHEREAS the

^{hereinafter called the Government} Government of Madras has engaged the party of the first part

to serve His Majesty in India as Woman Specialist in Physical

Instruction in the Presidency of Madras for the term and at

the pay hereinafter mentioned and subject to the conditions

and agreements hereinafter contained NOW THESE PRESENTS WITNESS

and the said parties hereto respectively agree as follows:-

That she the party of the first part shall for the period of 3 years to be computed from the 7th day of January

1925 ^{be} ~~be~~ and continue to be in the service of the ^{Government} ~~Secretary of~~

~~State~~ as Specialist in Physical instruction ~~of the Government~~

~~of Madras hereinafter called the Government~~ until such service

shall be determined as hereinafter provided.

2. That she 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 will at all times obey the rules prescribed for the time being 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 part of the Presidency ~~of India~~.

3. That she 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 authorised Officers.

4. That if she shall during the said term of three years relinquish the service of the Government (whether after having given notice or otherwise) she shall forthwith on demand pay to the Government the cost of her passage to India.

5. That the Government may at any time dispense with -

her service 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 she 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 Government will pay her so long as she shall remain in the said service and actually perform her duties pay at the rate of Rs 400-425-450 per mensem.

8. That on the determination of the service under these presents or if prior to the expiration of her service under these presents the service shall be determined by the ~~Secretary~~

~~of State for India in Council or by the Government of India~~ under

the provisions of clause 6 of these presents and if she shall quit the same in India the Government will provide her with a first class passage back to England at the public expense provided that she claims such passage within six months from any such determination of the service as is mentioned in this clause and leaves India on her return to England within such time as she may be directed.

9. That she shall while on duty in India and during the period of her engagement be entitled to ~~to~~ travelling allowances

at the rates sanctioned in the proceedings of the Government No. 469 Law (Education) 21/6/25
~~as are payable under the rules for the time being applicable to~~ 2nd April 1925

~~and~~ and travelling allowances on the same scale shall also be payable to her in respect of her journeys from her station to her port of embarkation if and when she leaves India under circumstances which entitle her to the grant of a return passage as specified in clause 8 of this agreement.

10. That she shall be eligible for leave on average pay up to 1/11th of the period spent on duty up to a maximum of 4 months at a time to which may be added on Medical Certificate leave on average or half average pay to a maximum of 3 months reckoned in

*To be modified with
reference to heads
admitting
this feature to
the special or
ordinary
leave rules
for 14/30
28/7/26*

9 21
terms of leave on average pay provided always that 3 months extraordinary leave without pay may be granted in addition to the above.

11. That in any payments made in the United Kingdom under these presents the rate of exchange then applicable to the class of transaction concerned as decided by the Secretary of State for India in Council from time to time shall be observed.

12. That the ^{Letters} proceedings 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 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

R Little Hailes Esquire the Director of Public

Instruction Madras by order and direction of the Government

of Madras ~~acting in the premises for and on behalf of the~~

~~Secretary of State for India in Council~~ have hereunto set

their hands the day and year first above written.

SIGNED by the abovenamed MISS)

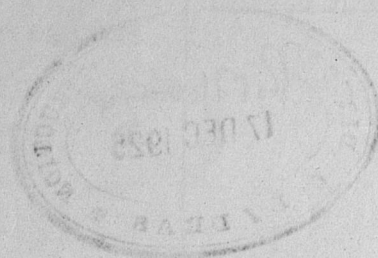
VIOLET ELISABETH FARN in the)

presence of -----)

SIGNED by the abovenamed R)

- LITTLE HAILES)

in the presence of -----)



Dated 1925.

MISS VIOLET ELISABETH FEARN

-AND-

THE SECRETARY OF STATE FOR INDIA IN
COUNCIL



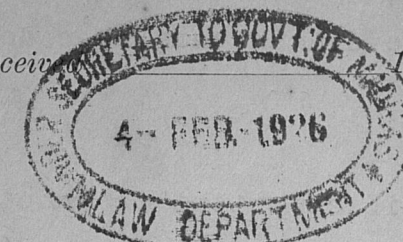
AGREEMENT for Service as Specialist in
Physical Instruction

C. MORESBY,
GOVERNMENT SOLICITOR,
MADRAS.

LAW (Education) DEPARTMENT.

CURRENT No.

Received 4 FEB 1926 Registered 1926



Subject.

Agreement with Miss. V. E. Fearn, Woman
Specialist in Physical Instruction,
Madras.

4299A
4/2/26

ENCLOSURES.

No. 8

Spare copies

No. G.A. 67-2096.

FORT ST. GEORGE,

Dated the 3rd of February 1926.

FROM

THE ACCOUNTANT-GENERAL, MADRAS,

To

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

SIR,

Am 4 ante

With reference to your endorsement No. 4299 A-2
dated the 25th January 1926 forwarding for remarks the
above agreement, I have the honour to state as follows:-

(a) As the continuance of the engagement of Miss. V.E.
Fearn beyond the date of the original contract with the
Secretary of State, was sanctioned by the Madras Government,
the present agreement should be only with the Government of
Madras.

Am 7-8 ante

(b) In line 4 of clause 8 of the agreement, the Govern-
ment may be substituted for the Government of India.

Am 7

Am 8 ante

(c) The special rates of travelling allowance sanctioned
to her in G.O. No. 469 Law (Education) dated the 2nd April
1925 may be mentioned in clause 9.

(d) The second party to the agreement should be the
Secretary to the Government of Madras and not the Director
of Public Instruction unless the power to execute such

contract

contracts on behalf of the Local Government has been delegated to him.

2. The Local Government is competent to sanction the grant of a free first class passage on termination of the contract as provided in clause 8. Vide paragraph 5 of Government of India, Finance, No. F/200-I-C.S.R.-25 dated the 18th December 1925.

3. The papers received with the reference under reply are herewith returned.

I have the honour to be,

Sir,

Your obedient servant,

Asstt. Accountant General.

KSG

Law (Education) Department.

(C. No. 399 A.) From the Director of Public Instruction

R.O.C. No. 1740 -C/25, dated 16-1-1926.

Subject : - Agreement with Miss V.E. Fearn, Woman Specialist in Physical Instruction.

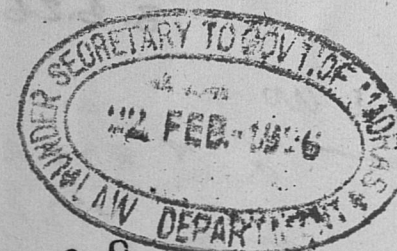
The draft agreement to be executed by Miss Fearn on pages 5 to 10 of c.f. calls for the following remarks:

2. As suggested by the D.P.I. and the A.G., the agreement will have to be entered into with the Government of Madras and not with the Secretary of State for India in Council. The necessary alteration may be made as shown in pencil.

3. The rate of travelling allowance admissible in the case of Miss Fearn was laid down in G.O. No. 469 dated 2nd April 1925. Clause 9 of the draft agreement may be altered as shown on page 8 of current file.

4. The D.P.I. is empowered to execute contracts and other instruments connected with the Educational department- vide item 6 on page 17 of the Manual of Statutory Rules and Orders. No change in the draft agreement is therefore necessary.

5. The draft agreement as altered in pencil may be sent to Finance for acceptance.



Law & Justice 399A-1

15.2.26

28665 A

No 5173-1 C.S.R.

22.2.26

5173 C.S.R.

The previous agreement 16/2/26
is at pp 2-3 of D
Through Finance (C.T.)
18-2-26

The draft agreement may be accepted
17/2/26
Law (Edn) 18/2/26

13/2
5
V.T.R.
15/2

Fin 4.0

Finance (C.T.)

SECRETARY TO GOVERNMENT
11 MAR 1926
LAW DEPARTMENT

(Law/Education) DEPARTMENT.

Sectt. II-5 (a) -28,703-6-12-24. (6)

	Date.	Initials.
When received for Fair-copying.		12/10/18
When copied	..	
When examined	..	
When signed	..	12/10/18
When despatched	..	

Leavitt, Miss V. E.

Woman specialist in
Physical Instruction -
Declared eligible for model
leave terms.

READ AGAIN G.O. No. _____, dated _____, declared eligible for 192

READ ALSO:—

C. No. 4299A From the D.O.-9, No. 1740-9/25, dated 26.10.1925
 " " " " A.P. Ga " 67-1608 " 6.11. 1925
 " " " " A.P. Ga " 67-2096 Q 3.2. 1926

ORDER.

No. 353, dated 9. 3. 1926

Wiss.

The Government are pleased
to declare that Mrs ^{V.E.} Pearson,
Woman Specialist in Physical
Instruction, is eligible for
leave under the model
leave terms for officers
engaged on contract published
under ⁱⁿ G.O. no. 86/Finance
of 2.12.24.

2. ~~The D.I. is requested to~~
~~obtain from~~ Miss Leach ^{please}
~~be asked to execute an~~
[agreement ~~submitted~~ in the
accompanying form.]

The D. I. (copy of) (with agreement of announced
The A. G. on 5-10 C. F.)
The Finance Dept.

252.26
 2812.26

~~Q~~
~~T/3~~

8418
23 226
MM
287416

$\frac{G}{1/3}$
 $\frac{VTK}{2/3}$

Public sh^d see

V.T.K
2. 3

Pub de p. b.

The file may be perused and returned to Law. Dept.

K.R.
2/3/26
R.D.
2.3.26.

all
3.3.16

Law (Rate) Depth

Maybe correlated to M_2

$$\frac{19}{573} \quad \frac{1.7K}{6.3}$$

M2



When given for copying _____
When copied _____
When examined _____
When signed _____

192

READ AGAIN G.O. No. _____
192

DATED

CURRENT No.

ENCLOSURES TO G. No.

ORDER OF GOVERNMENT ...

A A A A A A A

LETTER OF GOVERNMENT.

STATEMENT WITH DITTO.

PAPERS NOT FILED OF, BEING AWAITING FOR DESPATCH
IN ORIGINAL.

N.B.—

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