

Educational (190 /) Department.

ORDINARY PRINTED.

G.O., No. 236.

DATED 2. 5. 07

INDEXED.

ORIGINAL

[Despatch Abstract.]

College of Engineering, Madras

Coming to the D.P. I & the A.C.

in continuation of G.O. No. 126 ED
of 5.3.07 letter from the Govt.
regarding the app't of Mr. White
as instructor in mechanical
engineering, —

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

FURTHER PAPERS.

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

Gobernment {1901} of Madras.
EDUCATIONAL.

Recd.

Regd.

} 1901.

Enclosures

Spare copies

ORIGINAL

G.O., No. 236, 2nd May 1901.

MAY.

College of Engineering, Madras.

Communicating to the Director of Public Instruction and the Accountant-General letter from the Government of India regarding the appointment of Mr. Webster as Instructor in Mechanical Engineering at the —.

GOVERNMENT OF MADRAS.

EDUCATIONAL DEPARTMENT.

READ—the following paper :—

From A. WILLIAMS, Esq., Deputy Secretary to the Government of India, Home Department (Education), to the Secretary to the Government of Madras, Educational Department, dated Simla, 16th April 1901, No. 137.

With reference to the correspondence ending with your letter No. 440, dated 8th September 1900, I am directed to forward, for the information of the Governor in

Council, a copy of a despatch * from the Secretary of State intimating that he has appointed Mr. John Webster to be Instructor in Mechanical Engineering at the College of Engineering, Madras.

ENCLOSURES.

Despatch from His Majesty's Secretary of State for India, to His Excellency the Right Honourable the Governor-General of India in Council, dated India Office, London, 1st March 1901, No. 6.

With reference to the correspondence quoted in the margin, I have to inform your Excellency that Mr. John Webster has been appointed to the post of Instructor in Mechanical Engineering at the Madras College of Engineering on an agreement for five years and on a salary of Rs. 350 per mensem, but without exchange compensation allowance.

2. Mr. Webster has been provided with a second-class passage to Bombay by the steam ship *Victoria* which left this country on the 21st February.

3. A second-class passage out and home has been granted to Mr. Webster's wife, and the fares of both have been paid to Madras.

4. Mr. Webster's salary commences from the 30th January 1901, the date of his agreement, copy of which is herewith forwarded.

5. The Secretary to the Government of Madras, Educational Department, has been informed of Mr. Webster's departure.

Articles of Agreement made the thirtieth day of January one thousand nine hundred and one between John Webster of 11 West View Terrace Dunston Gateshead-on-Tyne 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 as Instructor in Mechanical Engineering in the College of Engineering Madras.

Now these presents witness and the parties hereto respectively agree as follows :—

(1) That the party of the first part will as soon as he may be directed by the Secretary of State for India in Council proceed to Madras for which purpose he will be provided with second-class passages for himself and his wife and be allowed ten shillings which shall cover all extra expenses whatsoever of the journey.

(2) That the party of the first part will on arrival at Madras report himself to the officers of Government there.

(3) 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 be from time to time placed and will remain in the said service for the space of five years from the date of these presents unless he shall quit the service with the permission of the Government.

(4) That the party of the first part will employ himself honestly efficiently and diligently under the orders and instructions of the officers and authorities aforesaid as Instructor in Mechanical Engineering in the College of Engineering Madras in which capacity he will discharge all duties appertaining to that office 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 by the Government or any officer thereof who shall be placed over him.

(5) That the party of the first part will not on any pretence absent himself from his duties without having first obtained the permission of Government or its authorised officers and that he will devote his whole time to the duties of the service and will not on his own account or otherwise either directly or indirectly carry on or be concerned in any trade traffic or business whatsoever.

(6) That the party of the first part will when required take upon himself the responsible charge of Government money and stores and will truly and faithfully account for 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.

(7) That the party of the first part 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 and that in case he shall be guilty of any insubordination drunkenness or other misconduct or of any breach or non-performance of any of the provisions of these presents it shall be lawful for the Government or their officers having authority for that purpose to discharge him from the service and that upon such discharge he will forthwith peaceably leave the service.

(8) That unless the party of the first part shall receive notice in writing from some authorised officer of the Government six calendar months before the expiration of the said term of five years that Government no longer requires his services or unless he shall give notice in writing to the Government six calendar months before the expiration of the said term that he is desirous to put an end to his service under these presents he will continue therein upon the terms and conditions herein contained until the expiration of six calendar months from the time when he shall receive or shall give such a notice in writing.

(9) That if the party of the first part 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 actually in the service and perform his duties a salary at and after the rate following, viz., Rs 350 per mensem. But that in the event of his temporary absence from duty by reason of sickness or on 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.

(10) That the salary from time to time payable to the party of the first part shall be payable monthly in India commencing from the date of these presents 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 whilst therein and that if he shall at all times discharge his duties to the satisfaction of Government and shall on the expiration of the said term quit the service with the approbation of Government his wages shall be calculated and paid up to the date of his arrival in England provided he proceeds there with all due despatch and as he may be directed by the Government. He will not be entitled to exchange compensation allowance nor will he be entitled to any pension or gratuity on retirement.

(11) That if the party of the first part shall at the expiration of the said term of five years or of any extension thereof leave the said service with the approbation of Government and having satisfactorily at all times performed his duties or if he shall be compelled by ill-health not brought on by his own neglect or carelessness or misconduct (of which the certificate of the proper medical officers of Government shall be conclusive) to quit such service and shall actually quit the same in India and up to that time shall have performed his duties to the satisfaction of Government he shall be provided with free second-class passages for himself and his wife to England and be allowed ten rupees which shall cover all extra expenses whatsoever in the course of his journey provided that he claims such passage within three months from the determination of his service and leaves India within that time and otherwise as Government may direct.

(12) That if it shall be reported to Government by the officers under whom he shall be placed that the party of the first part is not competent to perform any one or more of the duties aforesaid undertaken by him it shall be lawful for Government to dismiss him forthwith from the service.

(13) That if the party of the first part shall be guilty of any insubordination drunkenness intemperance or other misconduct or of the breach of any of the provisions herein contained where-by he shall be subject to dismissal he will pay to Government a sum equal to one year's salary in

respect thereof and that if he shall absent himself from the said service without first obtaining permission as aforesaid or in case of sickness without forwarding a proper medical certificate to the officer under whom he shall for the time being be placed he shall pay rupees 10 per diem for every day he shall be so absent and that if he shall at any time quit the service without the permission of the Government he will pay rupees ten per diem for every day between the day when he shall so quit the service and the day when his said service would have expired and that all these said several sums shall become due and be paid by the party of the first part as and by way of liquidated damages and shall upon demand be paid by him to such person as may be directed by Government to demand the same provided nevertheless that it shall be lawful for the Government to deduct the same out of any money which may be payable to the party the first part on any account whatever.

14. That in any payments made in Great Britain under these presents notwithstanding any rule to the contrary the rate of exchange between England and India annually fixed by the Secretary of State for India in Council in communication with the Lords Commissioners of the Treasury shall be observed.

15. 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 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 at law or in equity 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 Sir James Braithwaite Peile, K.C.S.I., and General Sir John James Hood Gordon, K.C.B., being two members of the Council of India have hereunto set their hands the day and year first above written.

Signed by the above-named party of the first part (Signed) JOHN WEBSTER.
in the presence of—

THOMAS THOMPSON,

Engineer, 11, Havelock Terrace, Gateshead.

Signed by the above-named two members of the (Signed) J. B. PEILE.
Council of India in the presence of— (") J. J. H. GORDON.

W. H. TREASURE,

India Office.

ORDER—No. 236, Educational, dated 2nd May 1901.

Communicated to the Director of Public Instruction and the Accountant-General in continuation of G.O., No. 126, Educational, dated 5th March 1901.

2. The original articles of agreement will be forwarded to the Superintendent, General Records, for safe custody.

(True Extract.)

C. J. WEIR,
Ag. Secretary to Government.

To the Director of Public Instruction.
" Accountant-General.
" Superintendent, General Records.

Exd. S. J. Pereira.

Educational (190 /) Department.

CURRENT No. 584

From

[Name]

[Designation]

[Station]

Secy Govt of India
Simla

No. 137

Dated 16. 4. 1901.

Received 25. 4. 1901.

Enclosures

Registered 26. 4. 1901.

SUBJECT.

Forwarding copy of a dispatch from the Secretary of State regarding the appt of Mr Webster as instructor in mechanical engineering at the Engineering College.

BACK PAPERS.

To 126: 5-3-1901 Copy of	To 157: 19-3-00 R
" 107: 26. 3. 01 mi	" 577: 9-8-99 Copy
" 439-40: 8. 9. 00 Copy of	" 388: 23-6-99 "
178 R 021-3-07	

FURTHER PAPERS.

..... GAIN G.O., No., dated..... 190.....

READ ALSO :—

C. No. 584, From the Govt of I., No. 137, dated 16th April 1901

” ” ” ” ” ” ” ” 190

ORDER No. 236, dated 21 57 1901

P. S.

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Communicated to the D.P.I.
and the A.G. in continuation of p.p.
No 126 of 41st 5th March 1901.

The ^{original} articles of agreement
 will be forwarded to the Superintendent
 General accounts for safe custody.

Office.

* Print this with
the papers & then send

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The O.P. 1 }
- 49. }
" 88R }
+ 89. }
12/5

first copy

Returned for signature.

Despatched in print.

READ AGAIN G.O., No.
1

DATED

CURRENT No.

584 A

ENCLOSURES TO G. No.

A

ORDER OF GOVERNMENT.

A

LETTER OF GOVERNMENT.

STATEMENT WITH DITTO.

PAPERS NOT FILED UP, BEING MEANT FOR DESPATCH
IN ORIGINAL.

N.B.—

- A = Print in full.
- B = Not to be printed.
- P = Print abstract only.
- Q = Print heading only.

*Print & sign
Mort
7/13
1857*

7/13

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17-12

17-12