

Educational (190₂) Department.

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G.O., No. 504

DATED 23rd August. 02

No notes
INDEXED.

[Despatch Abstract.]

Law College

Communicating to the D.P.I. & the A.G. despatch from
the Secretary of state intimating the appointment of
Mr. C. A. Odgers Barrister-at-Law as junior Professor
of Law at the —————

BACK PAPERS.

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

FURTHER PAPERS.

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

Government {1902} of Madras. EDUCATIONAL.

Recd.

Regd.

} 1902.

Enclosures

Spare copies

G.O., No. 504, 23rd August 1902.

AUGUST.

Law College.

Communicating to the Director of Public Instruction and the Accountant-General despatch from the Secretary of State intimating the appointment of Mr. C. E. Odgers, Barrister-at-Law, as Junior Professor of Law at the —.

GOVERNMENT OF MADRAS.

EDUCATIONAL DEPARTMENT.

READ—the following paper :—

Despatch from His Majesty's Secretary of State for India, to His Excellency the Right Honourable the Governor in Council, Fort St. George, dated India Office, London, 1st August 1902, No. 3, Public (Educational).

With reference to the correspondence ending with my telegram of the 14th ultimo, and especially to the Government of India's letter No. 108 of 28th March 1901, I have to inform your Excellency in Council that I have appointed Mr. Charles Edwin Odgers of the Middle Temple, Barrister-at-Law, to be Junior Professor of Law at the Law College, Madras.

2. Mr. Odgers proceeds to India by the P. and O. steamer *Caledonia* leaving Marseilles on the 8th August.

3. I forward for your information a copy of the agreement signed by him.

ENCLOSURE.

AGREEMENT made the twenty-eighth day of July one thousand nine hundred and two between CHARLES EDWIN ODGERS of New Court Temple London E.C. Barrister-at-Law 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 Junior Professor of Law at the Law College at Madras for the term of five years from the date of his reporting his arrival at Madras 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 on being provided with a first class passage to Madras proceed thither within such time as may be prescribed by the Secretary of State for India in Council.

(2) That the party of the first part will on arrival at Madras forthwith report himself to the officers of Government there and will submit himself to the orders of the Government and of the officers and authorities under whom he may from time to time be placed by the Government and that he will at all times obey the rules prescribed for the time being for the regulation of the duties of his office.

(3) That the party of the first part will devote his whole time to the duties of his office and will not engage directly or indirectly in any trade business or occupation on his own account and that he will not (except in case of accident or sickness certified by competent medical authority) absent himself from his said duties without having first obtained permission from the Government or its authorised officers PROVIDED ALWAYS that the party of the first part shall be at liberty as a Barrister-at-Law to take consulting or chamber practice (but not court or other practice) in Madras but upon the strict understanding and condition that such practice shall not in any way interfere with the due performance of his duties under these presents.

(4) That if the party of the first part shall during the said term of five years relinquish the service of the Government (whether after having given notice or otherwise) he shall forthwith on demand pay to the Secretary of State for India in Council the sum of forty-five pounds being the cost of his passage to Madras.

(5) That from the date of the party of the first part reporting his arrival at Madras the Government will pay him so long as he shall remain in the said service and actually perform his duties a salary at the rate of Rupees six hundred and fifty per mensem rising by annual increments of Rupees twenty-five per mensem to Rupees seven hundred and fifty per mensem in the fifth year and if he shall remain in the service beyond that period Rupees seven hundred and seventy-five per mensem for the sixth year rising by annual increments of Rupees twenty-five per mensem to Rupees nine hundred per mensem in the eleventh and subsequent years.

(6) That the Government may at any time during the said term of five years or if the service shall continue beyond such term at any time thereafter dispense with the services of the party of the first part without notice in the event of misconduct on his part or of a breach by him of any of the conditions herein specified.

(7) That on the determination of the service at the expiration of the said term of five years but not upon any subsequent determination or if prior to the expiration of the said term of five years the party of the first part shall be compelled by ill-health (certified to the satisfaction of the Government) to give up the service the Government will provide him with a passage back to England at the public expense provided he claims such passage within three months from any such determination of the service as is mentioned in this clause and leave India on his return to England within such time as he may be directed.

(8) That unless he 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 of five years that he is desirous to put an end to his service under these presents he will continue in the service of Government upon the like terms and conditions as are herein contained so far as the same are applicable until the expiration of six calendar months from the time when he shall receive or shall give such a notice in writing which may be given so as to expire at any period of the year.

(9) That if the party of the first part shall continue to serve Government under these presents for more than five years from the date of his reporting his arrival at Madras as aforesaid his service (commencing from the date of his entering on the performance of his 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 his 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.

(10) That in any payments which may be made in Great Britain under these presents 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.

(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 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 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 party of the first part }
in the presence of

CHARLES EDWIN ODGERS.

ARTHUR W. ODGERS,
9, Eton Road, Hampstead, S.W.
Solicitor.

Signed by the said two Members of the }
Council of India in the presence of

J. B. PEILE.
J. J. HOOD GORDON.

FRANK R. MARTEN,
India Office.

ORDER—No. 504, Educational, dated 23rd August 1902.

Communicated to the Director of Public Instruction and the Accountant-General.

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

(True Extract.)

H. A. STUART,
Ag. Secretary to Government.

To the Director of Public Instruction.

„ Accountant-General.

„ Superintendent of General Records, with original agreement.

Educational
Volu 14/100
22/8/02

INDIA OFFICE,
LONDON, 1st AUGUST 1902.

PUBLIC (EDUCATIONAL),

No. 3.

CURRENT NO. 1229.A

TO HIS EXCELLENCY THE RIGHT HONOURABLE THE GOVERNOR

IN COUNCIL, FORT St. GEORGE.

My Lord,

With reference to the correspondence ending with my telegram of the 14th Ultimo, and especially to the Government of India's letter No. 108 of 28th March 1901, I have to inform Your Excellency in Council that I have appointed Mr. Charles Edwin Odgers of the Middle Temple, Barrister at law, to be Junior Professor of Law at the Law College, Madras.

2. Mr. Odgers proceeds to India by the P. and O. Steamer "Caledonia" leaving Marseilles on the 8th August.

3. I forward for your information a copy of the Agreement signed by him.

I have the honour to be,

My Lord,

Your Lordship's most obedient humble Servant,

George Kanister

Cham
R-545
22/8/02

Educational
Wm H/er
6/8/02

Judicial and Public Department.

Copy Telegram sent to the Governor of Madras
on the 14th July 1902.



Your Telegram of 4th instant. Odgers
appointed Junior Professor Law. Leaves
8th August next. Despatch follows.

Odgers
Secretary,

Judicial and Public Department,

India Office,

London, 18th July 1902.

Sketch with the
original.

PH
7/8/02

” ” ” ” ” 190

READ ALSO:—

” ” ” ” ” ” 190

” ” ” ” ” ” 190

desp
23/8/2

2. The agreement will be forwarded
to the Superintendent ^{of the} General records for
safe custody.

naR
23-8-02

Ph
23/8/2

23.82

To

H. D. P. 2.

.. A-8.

By S. G. R. with agreement

12/8

It is
frequent
not some
act to is
but I wrote
my note
all

Send a copy of the
agreement to Govt. press
to print with this order.
We often require to use
these agreements. ~~WJ~~

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

Order complete with Letter.