

[51]
-23-12-01-

Educational (190 3) Department.

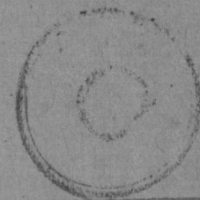
ORDINARY PRINTED.

G.O., No. 225-226

DATED 18. 5. 03. ✓

no notes

INDEXED.



(15)

ORIGINAL

[Despatch Abstract.]

Mr Mark Hunter

Forwarding to the Secretary of State
one copy of Mr Mark Hunter's agreement
with him, duly signed & attested.

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 {1903} of Madras. EDUCATIONAL.

Recd.

Regd.

} 1903.

Enclosures

Spare copies

ORIGINAL

G.O., &c., Nos. 225, 226, 18th May 1903.

MAY.

Mr. Mark Hunter.

Forwarding to the Secretary of State a copy of Mr. Mark Hunter's agreement duly executed.

GOVERNMENT OF MADRAS.

EDUCATIONAL DEPARTMENT.

READ—the following paper :—

From the Hon'ble Mr. G. H. STUART, M.A., Director of Public Instruction, Madras, to the Secretary to Government, Educational department, dated 13th May 1903, Ref. on C. No. 26.

With reference to G.O., Mis. No. 182, Educational, dated 23rd April last, I have the honour to return herewith two copies of Mr. Mark Hunter's agreement duly executed, the third having been retained by him as directed. I request that in case the agreement is printed I may be supplied with two copies for record.

ENCLOSURE.

AGREEMENT made the second day of April one thousand nine hundred and three between Mark Hunter Principal of the Mangalore College Madras India 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 an officer of the Indian Educational Service for the term of five years from the date of his entering upon the performance of his duties under these presents 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 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 branch of the public service to which he may belong and will when required by the local Government proceed to any other part of the province within which he may be serving and there perform the duties of any specified office in the cadre of the Indian Educational Service of the Province. If he shall be retained in the service after the expiration of the said term of five years he will when required by the Government proceed to any other Province in India and there perform the duties of any specified office in the cadre of the Indian Educational Service of that Province.

2. That the party of the first part will devote his whole time to the duties of the service 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.

3. That from the date of the party of the first part entering upon the performance of his duties as aforesaid 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 five hundred per mensem for the first year rising by annual increments of Rupees fifty per mensem to Rupees seven hundred per mensem for the fifth year and if he shall remain in the service beyond that period then Rupees seven hundred and fifty per mensem for the sixth year rising by annual increments of Rupees fifty per mensem to Rupees one thousand per mensem.

4. 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.

5. That the party of the first part shall within two years after his entering upon the performance of his duties as aforesaid pass such examination as may be prescribed by the Government in one of the vernacular languages and if he shall fail to pass such examination within such two years the Government may dispense with his services.

6. 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 require 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.

7. That if the party of the first part shall continue to serve Government under these presents for more than five years his service under these presents together with his previous service under Government 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.

8. That in any payments which may be made in Great Britain under these presents the rate of exchange between England and India from time to time fixed by the Secretary of State for India in Council in communication with the Lords Commissioners of the Treasury shall be observed.

9. 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 Steuart Colvin Bayley, K.C.S.I., C.I.E., and Sir Philip Perceval Hutchins, K.C.S.I., 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

HENRY BALKMILL (TEA BUYER), 3, Mission Road, Calcutta.

MARK HUNTER.

Signed by the said two members of the Council of India in the presence of

FRANK R. MARTEN, India Office.

S. C. RAYLEY.
P. P. HUTCHINS.

ORDER—No. 225, Educational, dated 18th May 1903.

One of the two copies of the agreement will be forwarded to the Superintendent, General Records, for safe custody, and the other to the Secretary of State.

(True Extract.)

A. G. CARDEW,
Ag. Secretary to Government.

To the Superintendent, General Records (with agreement).
" Director of Public Instruction.

LETTER—No. 226, Educational, dated 18th May 1903, to the Under Secretary of State for India.

I am directed to return, duly signed by Mr. Mark Hunter and attested, one of the copies of that officer's agreement with the Secretary of State received from the India Office.

A. G. CARDEW,
Ag. Secretary to Government.

Educational (1903) Department. ✓

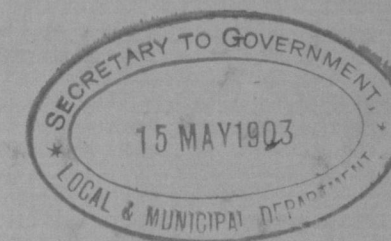
CURRENT No. 781

From

[Name] The Hon'ble Mr. G.H. Stuart, M.A.,

[Designation] Director of Public Instruction,

[Station] MADRAS.



Ref on bl. No. 26 of 03,

Dated 13 MAY 1903.

Received 1903.

Enclosures 2

Registered 18-5-1903.

SUBJECT.

Returning, with reference to G.O.No. 182(Mis) Edl.,d/
23-4-03, two copies of Mr. Mark Hunter's agreement duly executed.

BACK PAPERS.

So no. 617-61852 29-10-01.

FURTHER PAPERS.

I have directed to return duly signed
by Mr. Mark Hunter and attested, one of
the copies of that officer's agreement with the

Secretary of State, received from the India
office.

1853

1853

1853

First copy sent to Press.

Returned for signature.

Despatched in print.

READ AGAIN G.O., No.
190.

, DATES

CURRENT No.

ENCLOSURES TO C. No.

ORDER OF GOVERNMENT.

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.

NUMBER OF COPIES
REQUIRED. { Order complete. 50
Letter only.
Order complete with Letter. 25

Print the
upper part
in an appendix

1853

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