[illegible]–19-1-06

Educational (1906) Department.

ORDINARY PRINTED.

G.O., No. 362

DATED 24.5.06

37

[Despatch Abstract.]

Mrs Rhenius and miss Lynch – Stating that no acting allowance ~~can be allowed~~ is admissible to — for the periods they act~~ed~~ as first and second Inspectress respectively of the Girls' Schools, and informing th Accountant General that no fresh agreement is essential in the case of substantive promotions of officers of the Indian Educational Service holding Special appointments.

BACK PAPERS.

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

FURTHER PAPERS.

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

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2 ✓

Government of Madras.

EDUCATIONAL DEPARTMENT.

Recd. } 1906. *Enclosures*

Regd *Spare copies*

G.O., No. 362, 24th May 1906.

Mrs. Rhenius and Miss Lynch.

Stating that no acting allowance is admissible to — during the period they act respectively as First and Second Inspectress of Girls' Schools, and informing the Accountant-General that no fresh agreement is essential in the case of substantive promotions of officers of the Indian Educational Service holding special appointments.

GOVERNMENT OF MADRAS.

EDUCATIONAL DEPARTMENT.

Read—the following paper :—

Letter—from W. Dobbie, Esq., Accountant-General.
To—the Secretary to Government, Educational Department.
Dated—Madras, the 29th March 1906.
No.—G. 1866/14675.

With reference to notification No. 23, dated 6th March 1906, in the *Fort St. George Gazette* of the same date, appointing Mrs. Cecil Ewald Rhenius, Second Inspectress of Girls' Schools, to act as First Inspectress during the absence of Miss Arnold on leave, and Miss Christina Mary Lynch, Third Inspectress of Girls' Schools, to act as Second Inspectress, I have the honour to bring to the notice of Government that the pay of members of the Indian Educational Service holding special appointments is fixed by their agreements, and that according to the terms of their agreements the salary of Mrs. Rhenius and Miss Lynch should not be more than that mentioned in the agreements for performing the duties of any office in the Indian Educational Service.

2. In the case of Mr. Braithwaite who held the special appointment of Vice-Principal of the Teachers' College, the Government of India ruled in their letter No. 3832-P., Finance Department, dated 4th July 1905, a copy of which was forwarded to Government with my letter No. G. 761/6569, dated 4th September 1905, that acting allowance was not admissible to him while acting as Inspector of European Schools in view of the terms of his agreement. I would respectfully request therefore that the orders of the Government of India may be obtained on the question whether acting allowance is admissible to an officer of the Indian Educational Service holding one of the special appointments when appointed to officiate in another special appointment in that service carrying a higher rate of pay.

3. Pending receipt of final orders of Government on the question, I will defer the issue of pay slips to Mrs. Rhenius and Miss Lynch.

4. I take this opportunity to request the favour of being informed whether it is not necessary to require fresh agreements from officers holding special appointments in the Indian Educational Service on their promotion substantively to other appointments in that service carrying higher rates of pay. Otherwise it would seem that the wording of the form of agreement for such officers should be modified as it confines them to the pay mentioned in their agreements. In the case of Mrs. Rhenius the pay mentioned in her agreement is Rs. 350--10—450, the pay of the post of Superintendent of the Training School for Mistresses. But she has been promoted substantively to the appointment of Third Inspectress of Girls' Schools on Rs. 400—10—450 and is now Second Inspectress on Rs. 450—10—500.

Order—No. 362, Educational, dated 24th May 1906.

In view of the decision contained in the letter from the Government of India, Finance Department, No. 3832-P., dated 4th July 1905, in which it was held that no acting allowance could be granted to Mr. P. P. Braithwaite when he acted as Inspector of European and Training Schools, the Government consider that no acting allowance is admissible to Mrs. Rhenius and Miss Lynch during the period they act respectively as First and Second Inspectress of Girls' Schools.

2. As regards the question of fresh agreements on substantive promotions of officers of the Indian Educational Service holding special appointments, raised in paragraph 4 of the Accountant-General's letter, the Government Solicitor has held in a similar case that "in the absence of a new agreement the new appointment will be "considered subject to the same conditions as those contained in the original agreement "with the exception of the name and pay of the office." The Government accordingly do not consider that a fresh agreement is essential.

(True Extract.)

A. Butterworth,
Ag. Secretary to Government.

To the Accountant-General.
,, Director of Public Instruction.
,, Financial Department, with copy of notes.

EDUCATIONAL DEPARTMENT.

NOTES CONNECTED WITH G.O., No. 362, EDUCATIONAL, DATED 24TH MAY 1906.

[SUBJECT—*Acting Allowance to Mrs. Rhenius and Miss C. M. Lynch.*]

From the Accountant-General, No. G. 1866/14675, *dated* 29*th March* 1906.

In G.O., No. 589, Educational, dated 19th December 1905, combined privilege leave and furlough for twelve months, from or after the 15th March 1906, was granted to Miss Arnold, First Inspectress of Girls' Schools, and the following appointments were, in consequence, notified in the Gazette of the 6th ultimo :—

Mrs. C. E. Rhenius, Second Inspectress, to act as First Inspectress.
Miss C. M. Lynch, Third Inspectress, to act as Second Inspectress.

2. These ladies are serving Government under special agreements entered into by them with the Secretary of State, the agreements providing, among other things, for remuneration at a specified rate, coupled with an obligation on the part of the recipients to render service, when called upon to do so in *any* capacity in the Educational Department.

Vide annexure to G.O., 617, 618, Educational, 29th October 1901.
Pages 2 and 3 of G.O., 544, 545, Educational, 9th August 1905.

3. The Accountant-General raises the question of acting allowances to these ladies. He points out that they are not eligible for anything in excess of the pay specified in their agreements, and, in support of this view, he refers to the Government of India letter No. 3832-P., dated 4th July 1905, in which that Government held that no acting allowance could be granted to Mr. Braithwaite when he acted as Inspector of European Schools while serving under an agreement as Vice-Principal of the Teachers' College. He requests that a reference may be made to the Government of India on the present case.

Printed with G.O., 702, 703, Educational, 30th October 1905.

4. In the Government of India letter quoted above, acting allowance was considered inadmissible to Mr. Braithwaite on the ground that it was not covered by the terms of his agreement, and also on a technical ground that there was no "pay of the appointment" within the meaning of the Civil Service Regulations, on which the allowance could be calculated, as the pay of the officer for whom Mr. Braithwaite officiated was fixed on a *personal* basis and not on the *appointment* held. The objection based on the terms of the agreement holds equally good in the present case, though the technical objection may be absent. It seems, therefore, doubtful whether any sufficient grounds exist for going up to India in the matter.

Page 4 of G.O., 702, 703, Educational, 30th October 1905.

5. A further question arises in regard to the salary of Mrs. Rhenius. She joined the Educational Department in 1901 as Superintendent of the Training School for Mistresses, and the five years agreement executed by her provided for remuneration at the following rates:—

Annexure to G.O., 617, 618, Educational, 29th October 1901.

	Per mensem. RS.	
During the first year	350	
Do second year	360	
Do. third year	370	
Do. fourth year	380	
Do. fifth year	390	
Do. sixth year	400	If she remained in service after five years.
Do. seventh year	410	
Do. eighth year	420	
Do. ninth year	430	
Do. tenth year	440	
Do. eleventh and succeeding years	450	

During the first five years she was liable to render service not merely as Superintendent of the Training School for Mistresses, but in any other capacity if Government so directed.

Paragraph 2 of agreement.

In June 1903, she was promoted substantively to the appointment of Third Inspectress of Girls' Schools on Rs. 400—10—450, and in June 1905 to that of Second Inspectress on Rupees 450—10—500. She has evidently been drawing salary at rates considerably in excess of the rates specified in her agreement. The Accountant-General inquires whether fresh agreements should not be required from officers holding *special* appointments in the Indian Educational Service when they are promoted *substantively* to other appointments in that service carrying higher rates of pay.

G.O., R. 307, Educational, 24th June 1903.

G.O., R. 302, Educational, 3rd June 1905.

6. Mr. Braithwaite has now been promoted substantively to one of the Rs. 500—1,000 appointments, *i.e.*, before his five years' term expired. It does not, therefore, seem that there is any objection to the ladies referred to being *substantively* promoted. The objection appears to be to their drawing acting allowances when *acting* promotions are given.

Renewal of agreement appears to be unnecessary as the Secretary of State did not ask for it in Mr. Braithwaite's case.

N.H.S.—14-4-06.

P. T. THARYAN—14-4-06.

The position of these Educational officers seems anomalous. Take the cases of Mr. Braithwaite and Mrs. Rhenius. They come out here on an agreement to serve in any post that may be allotted to them on certain fixed amounts of salary. An opportunity arises in each case whereby a substantive post in the service becomes vacant. These officers are appointed, thereby practically annulling the agreement. They are now in an appointment to which pay is attached and to which article 105 would seem to apply. And under that article acting allowances would seem to be admissible. Only in their case each appointment is held to be personal. On the other hand this personal status seems to have arisen in consequence of the agreement. Is that agreement still binding when one of the parties has receded from its provisions? Do not the Civil Service Regulations now apply in the usual manner?

C. A. SOUTER—17-4-06.

I consider that on the appointment of Mrs. Rhenius to a substantive post as Inspectress, her agreement as Superintendent, Training School for Mistresses, became void, and that the terms of that agreement, so far as they relate to her pay, cease to exist. Though the appointments of Inspectresses are, in the first instance, ordinarily made by the Secretary of State under special agreement, the Local Government has been appointing persons already *holding posts* in the Educational service to the Inspectorate without such special sanction, as in Mrs. Rhenius' case, and also make grade promotions.

Please see telegram from Secretary of State, 19th July 1901, on page 1 of the notes in G.O., 448, Educational, 12th August 1901.

2. There are three grades of Inspectresses, and it seems only equitable,* notwithstanding any personal agreement, that promotions from one grade to another should carry with them increase in grade pay or acting allowances as the case may be.

The Local Government cannot appoint any European to a post carrying a salary of over Rs. 200 without the sanction of India, but there is no bar to the promotion to higher grades, or to other appointments, of Europeans for whose employment the sanction of India has been once obtained.

H. D. TAYLOR—18-4-06.

To the Financial Department for remarks.

* I see nothing equitable in it. The very object of a graded service is to do away with the curse of acting allowances when an official happens to do some other work.

G. S. F[ORBES]—14-5-06.

FINANCIAL DEPARTMENT.

Was not a very similar question raised recently in Public in connection with the appointments of Assistant Superintendent and Deputy Superintendent of the Government Press? Get the papers please: they are in the Confidential Branch.

C. M. SCHMIDT—19-4-06.

Attention is solicited to the K.W. G.O., No. 49, Public, dated 23rd January 1906. Mr. Wingham came out to India in February 1903 to serve * as Assistant Superintendent in the Government Press, Madras, for a period of five years under an agreement executed with the Secretary of State on the 12th December 1902. By G.O., No. 845, Public, dated 15th October 1904, he was promoted to be Deputy Superintendent, Government Press (pay Rs. 350—15—500 †). The question was raised as to whether on his promotion as Deputy Superintendent he did not come on the regular service and whether his agreement as Assistant Superintendent was not void.

* Pay Rs. 300 for the first year.
Pay Rs. 325 for the second year.
Pay Rs. 350 for the third, fourth and fifth years.

G.O., 74, Public, 28th January 1903.

† Despatch from the Secretary of State, 40, 17th March 1905, on page 2 of G.O., 312, Public, 1st May 1905.

Chief Secretary's note, 21st December 1905, on page 8 of G.O., 49, Public, 23rd January 1906.

The Honourable Member (Hon'ble Mr. Forbes) remarked:—

Honourable Member's note, 21st December 1905, on page 9, *ibid.*

"I should think he is still under "the five years' agreement . . . . I take it the appellation of Assistant "Superintendent in the agreement is for purposes of identification and that the "substance of the agreement is to serve in the Press for five years in a superin-"tending office, whether called Assistant or Deputy . . . ."

2. The Government Solicitor, to whom the question was referred, gave the following as his opinion:—“. . . . “I think that in the absence of a new “agreement the new appointment will A “be considered subject to the same conditions as those contained in the original “agreement, *with the exception of the name and pay of the office* . . . . “The simplest plan will, however, be for a new agreement to be entered into “embodying the terms of the old agreement . . . .”

Government Solicitor's note, 5th January 1906, on pages 10 and 11 *ibid.*

3. According to the opinion expressed by the Government Solicitor at **A** *supra*, there appears to be no objection to an officer serving under an agreement (wherein his pay and allowances are specified) being permitted to draw acting allowances according to the provisions of the Civil Service Regulations when appointed to officiate in another appointment carrying a higher rate of pay or to his being promoted *substantively* to other appointments carrying higher rates of pay. The only limitation in the case of officers serving under agreements seems to be that salaries or allowances over and above those specified in the agreements *cannot be claimed by the officers* as a matter of course.

This is the legal aspect of the case.

C.M.S.

Vide paragraph 3 of Home Department letter, 8th January 1906, on page 2 of G.O., 48, Educational, 27th January 1906.

4. The Accountant-General is, however, of opinion that the pay of officers serving under agreements should not be more than that mentioned in the agreement. He accordingly requests that the orders of the Government of India may be obtained on the point. He also raises the question whether it is not necessary to require fresh agreements from officers serving under agreements when they are promoted *substantively* to other appointments carrying higher rates of pay, and suggests as an alternative that the wording of the form of agreement should be modified.

5. It is submitted that it will be preferable to address the Government of India for a ruling on the point as desired by the Accountant-General. It may also be suggested to the Government of India that some alterations may be made in the wording of the agreement so as to allow of some latitude being exercised by Local Governments both in regard to the salaries that can be paid by Government to the officers and to the appointments to which they can be posted.

V.G.K.—23-4-06.

As the Accountant-General has raised the point and has India's ruling in Mr. Braithwaite's case to support him, the only course open seems to be to go to India and set out the case fully and ask for a general ruling. It will also be necessary to ask India to sanction the payments made in the past—in cases such as Mrs. Rhenius'—over and above the salary fixed by the agreement.

Perhaps Public and Revenue may have cases in point.

C. M. Schmidt—23-4-06.

To the Public Department.

Public Department.

The only cases in point in Public are those of Mr. Wingham and Mr. Gilbert of the Government Press.

2. Mr. Wingham came out from England under a five years' agreement as Assistant Superintendent of the Government Press. His pay was stated at Rs. 300 per mensem for the first year, Rs. 325 per mensem for the second year and Rs. 350 per mensem for the third, fourth and fifth years (G.O., No. 75, Public, dated 28th January 1903). After he had completed less than 21 months' service, he was promoted to the office of Deputy Superintendent on Rs. 350—15—500 (G.O., No. 845, Public, dated 15th October 1904, and G.O., No. 312, Public, dated 1st May 1905).

It will be seen from the notes connected with G.O., No. 49, Public, dated 23rd January 1906, that there was some doubt whether Mr. Wingham's agreement was rendered void by his promotion. The Government Solicitor, however, was of opinion that, with the exception of the name and pay of his office, the agreement was binding. The Accountant-General took no objection to the grant to him of a rate of pay different to that provided in his agreement.

3. Mr. Gilbert came out early in 1905 as Assistant Superintendent of the Government Press, under a five years' agreement, in which also his appointment was specified as Assistant Superintendent, and his pay was stated at the same rate as that on which Mr. Wingham began (G.O., No. 98, Public, dated 9th February 1905). He is still serving as Assistant Superintendent, but he has been told in G.O., No. 323, Public, dated 26th April 1906, that he will be promoted to the office of Deputy Superintendent in August next on the retirement of Mr. Wingham. He has at the same time been made to understand that, except with regard to pay and the designation of his appointment, he will remain under the provisions of his agreement until he has completed five years' service.

4. In paragraph 3 of a despatch to the Secretary of State which is now going forward in connection with G.O., No. 323, Public, dated 26th April 1906, it is proposed to ask the Secretary of State to make the terms of the agreement with future Assistant Superintendents more elastic, so as to enable the Government to promote the officer to a higher appointment, while he remains under the terms of his agreement.

5. Other officers under Public, such as Mr. Fisher, who came out as Deputy Superintendent of the Press, and Dr. Hultzsch, late Government Epigraphist, did not receive promotion until after they had completed the period of their agreements.

C. S. Simpson—1-5-06.

As the Accountant-General declines to let Mrs. Rhenius and Miss Lynch have more than the salaries mentioned in their agreements, it seems desirable to address the Government of India. In future agreements it should be made clear that the salary mentioned is the minimum salary; the Secretary of State is, I believe, being addressed about this. But I do not see why the payment of a higher rate of salary should render the agreement void—the Government still fulfils its part of the contract. According to the Accountant-General's ruling, Miss Lynch can never draw more than Rs. 450 a month, however long she remains in service (see paragraph 3 and last sentence of paragraph 1 of agreement in G.O., No. 544, Educational, dated 9th August 1905). This seems to me absurd, and can hardly have been the view of either of the contracting parties when the agreement was made.

A. Y. G. Campbell—2-5-06.

I agree. India apparently must be addressed.

M. Hammick—2-5-06.

To the Educational Department.

Educational Department.

Please draft for approval.

H. D. Taylor—5-5-06.

The draft placed below is submitted for approval.

P. T. Tharyan—7-5-06.

C. A. Souter—9-5-06.

It seems to me useless to address the Government of India on the subject of acting allowances. I cannot distinguish the cases now in point from that of Mr. Braithwaite dealt with by the Government of India in their letter of 4th July 1905 printed with G.O., No. 702, Educational, dated 30th October 1905, and I find no arguments in the draft letter to induce the Government of India to reconsider their previous decision.

I submit that we must accept the view that acting allowance is not permissible in these cases.

2. As regards the second question, viz., whether, when *substantive* promotion has been given, a fresh agreement should not be executed, I submit that, although no legal necessity may exist, it will be the simplest and best course to have a fresh agreement prepared in every such case. Government may then insert such provisions as to tenure of the new office as it sees fit.

A. Butterworth—13-5-06.

I agree with Mr. Butterworth nor do I see any reason on priniciple in giving acting allowances in cases such as the present. That is all we have to do with at the present time.

The case ought to have come to me before going to Financial Department, as an important principle was involved and Mr. Taylor's note of the 18th April 1906 did not represent the view of this department.

It is the very object of a graded service with personal rates of pay to do away with the curse of acting allowances and the trouble they give. In the Public Works Department an Executive Engineer, 3rd grade, may any day be in charge of a division previously held by a 1st-grade Engineer.

G. S. F[orbes]—14-5-06.

I understand that Mrs. Rhenius and Miss Lynch have been substantively appointed as Second and Third Inspectresses of Girls' Schools—appointments which are in the cadre of the Indian Educational Service. If so, I am of opinion that they cannot draw acting allowances while required to discharge the duties of First and Second Inspectresses during the absence of the pucca First Inspectress. I understand the Accountant-General's contention to be that as, say, Miss Lynch, by the terms of her agreement, has to perform the duties of any specified office in the cadre of the Indian Educational Service, and as her pay is fixed by the agreement, as long as the agreement is in force she cannot get any pay, but that in her agreement. I do not agree with this contention. No doubt if Government called on Miss Lynch to perform any such duties she could not *claim* any pay but that in her agreement, but it is open to Government to waive this restriction and this it has done by substantively appointing Miss Lynch to the Third Inspectress' appointment. The Local Government can promote any European once appointed to the service, and the Accountant-General's contention is in limitation of this right. I agree with the Government Solicitor that the agreement must be regarded as modified as to the pay, and I think Miss Lynch can claim the pay of the Third Inspectress of Schools.

I formed this opinion on what I gather to be India's ruling in their Financial letter 3832 P., 4th July 1905. I would like to see this letter.

G. S[tokes].

I do not see any reason to address India on the point. It is not a financial point. The question is how far the Local Government can modify an agreement made by the Secretary of State without his consent. This seems to me a matter between the Local Government and the Secretary of State, and I would ask him direct.

G. S[tokes]—16-5-06.

The surmise in the first part of the Hon'ble Mr. Stokes' note is correct, and the Government of India's letter of July 1905 will be found printed with G.O., No. 702, Educational, dated 30th October 1905, page 4.

Honourable Members agree that no acting allowance is admissible.

2. As to the reference to the Secretary of State, I submit that the Accountant-General has not challenged the right of the Local Government to appoint substantively to a higher-paid and other appointment a person who comes out under special agreement with the Secretary of State. He merely asks * whether a fresh agreement should not be entered into in such cases, and I understand that he means a fresh agreement to which the *Local Government* would be a contracting party on behalf of the Secretary of State and not necessarily a fresh agreement executed by two members of the Secretary of State's Council as in the case of the original agreements. If there is any doubt on this point the Accountant-General may be asked to explain clearly what sort of fresh agreement he means.

* Yes. But his question comes when worked out to what I have put it at above.

G. S[tokes]—17-5-06.

3. At page 10 of the papers under cover of G.O., No. 49, Public, dated 23rd January 1906, will be found the opinion of the Government Solicitor on the question. He considers that, if Government appoints to a higher post a person coming out under agreement, the conditions of the agreement continue to bind the parties, the agreement being merely read as if the name and pay of the new post were substituted for those of the old post.

In other words, he regards the execution of a new agreement as unnecessary from a legal point of view, though he suggests that a new agreement might advantageously be executed in such cases. This is the course I advocated in my previous note which assumed that the *Local Government* would execute this new agreement. If, however, such new agreement can be executed only in the same manner as the original agreement, the case is altered and in that event it will perhaps be best to simply let the Accountant-General know the Government Solicitor's opinion.

A. Butterworth—16-5-06.

As we are agreed that acting pay is not admissible, I do not see any need to make a reference to the Secretary of State on the question proposed at present.

G. S. F[orbes]—16-5-06.

If the Accountant-General will shut up I agree that there is no need to refer to the Secretary of State provided we are let go on as we have gone on in the past without question. If the Accountant-General will accept the Government Solicitor's opinion and not bother about fresh agreements, there is no reason why we should take any action.

G. S[tokes]—17-5-06.

Draft now to Accountant-General replying as above.

C. A. Souter—18-5-06.

The draft placed below is submitted for approval.

P. T. Tharyan—18-5-06.

I would omit the last sentence of the draft. The Accountant-General is not likely to keep silent if we invite further argument.

C. A. Souter—18-5-06.

I agree. May issue.

A. Butterworth—19-5-06.

Perhaps Public and Financial would like to see before issue?

C. A. SOUTER—19-5-06.

To the Public and Financial Departments.

PUBLIC DEPARTMENT.

Seen.

A. Y. G. CAMPBELL—19-5-06.

To the Financial Department.

FINANCIAL DEPARTMENT.

Submitted.

Educational may be asked to communicate to Financial copy of the Government Order with copy of the notes.

C. M. SCHMIDT—21-5-06.

Yes.

M. HAMMICK—22-5-06.

To the Educational Department.

EDUCATIONAL DEPARTMENT.

Issue and do as requested by Financial.

A. BUTTERWORTH—24-5-06.

[G.O., No. 362, Educational, dated 24th May 1906.]

1,509—12-12

CURRENT FILE.

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[P. T. O. FOR PUT UP PAPERS.

PAPERS PUT UP WITH CURRENT No. 552

Papers of the department to which the current belongs.

Number.	Date.	Original (=O) or spare copy (=S. C.).	Remarks. (In this column such of the papers as have been removed for copying, printing, &c., should be marked with a cross.)	Initials of Referencer with date in token of return to Reference department.

Papers of other departments.

Department.	Number.	Date.	Original (=O) or spare copy (=S. C.).	Despatcher to note the return of the papers to the departments concerned.
Public	29.	23-1-06	O	
"	312	1-5.05	S. C.	
"	72	28.1.03	S. C.	
"	1019	11-9. 99	S. C	
"	1020	11-9. 99.	S. C	
"	751	2-9. 95	S. C	
"	926	17-11. 93.	S. C	
"	472	17-6. 91	S. C	
"	396	2. 6. 90.	S. C	
"	395	2. 6. 90.	S. C	
"	292	29. 3. 1889	S. C	
"	293	29. 3. 89.	S. C	
"	2519	3. 12. 86.	S. O	
"	1909	10. 9. 86	S. C	

To 46/06 R. ✓
" 589/05 R

Stock Form No. 135
3,700—5-6-05.
Rev

Edl CURRENT No. 552

18

EDUCATIONAL DEPARTMENT.

Received 30 MAR 1906 190 , Registered 30-3-1906.

LOCAL & MUNICIPAL SECRETARIAT.

Subject.

Enquiring whether ag allce is admissible to Mrs C.E. Rhenius and Miss C.M. Lynch on account of their ag promotion during the absence of Miss Arnold on leave as the pay of the members of the Indian Edl service is fixed by their agreement

ENCLOSURES.
No.
Spare copies

No. G. 1866 / 14675

Station Madras, Dated the 29th March 1906.

From (Name) W. Dobbie Esq.,

(Designation) Accountant-General,

To The Secretary to the Government of Madras,
Educational Department.

Sir,

With reference to Notification No.23, dated 6th March 1906, in the Fort St. George Gazette of the same date appointing Mrs. Cecil Ewald Rhenius, 2nd Inspectress of Girls Schools to act as 1st Inspectress during the absence of Miss Arnold on leave, and Miss Christine Mary Lynch, 3rd Inspectress of Girls' Schools to act as 2nd Inspectress, I have the honour to bring to the notice of Government that the pay of members of the Indian Educational Service holding special appointments is fixed by their agreements, and that according to the terms of their agreements the salary of Mrs. Rhenius and Miss Lynch should not be more than that mentioned in the agreements for performing the duties

of

of any office in the Indian Educational Service.

2. In the case of Mr. Braithwaite who held the special appointment of Vice-Principal of the Teachers College, the Government of India ruled in their letter No.3832P, Finance Department, dated 4th July 1905, a copy of which was forwarded to Government with my letter No.G.761/6569, dated 4th September 1905, that acting allowance was not admissible to him while acting as Inspector of European Schools in view of the terms of his agreement. I would respectfully request therefore that the orders of the Government of India may be obtained on the question whether acting allowance is admissible to an officer of the Indian Educational Service holding one of the special appointments when appointed to officiate in another special appointment in that Service carrying a higher rate of pay.

printed on p. 4 of G.O. No. 702 Edl / 30.10.05

printed on p. 3 of " "

3. Pending receipt of final orders of Government on the question, I will defer the issue of pay slips to Mrs. Rhenius and Miss Lynch.

4. I take this opportunity to request the favour of being informed whether it is not necessary to require fresh agreements from officers holding special appointments in the Indian Educational Service on their promotion substantively to other appointments in that Service carrying higher rates of pay. Otherwise it would seem that the wording of the form of agreement for such officers should be modified as it confines them to the pay mentioned in their agreements. In the case of Mrs. Rhenius the pay mentioned in her agreement is Rs.350-10-450, the pay of the post of Superintendent of the Training Schools for Mistresses. But she has been promoted substantively to the appointment of 3rd Inspectress of Girls' Schools on Rs.400-10-450 and is now 2nd Inspectress on Rs.450-10-500.

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

E. Dobbie
Accountant-General.

[Notes connected with G.O. No. 362 Edl d [illegible] May 1906]

[6]
500—3-11-05

~~Legislative~~ Educational Department.

C. No. 552, From the Accountant General, No. G.1866/14675, Dated 29th March 1906.

SUBJECT.

~~The amount of~~ acting allowance to Mrs Rhenius & Miss C. M. Lynch.

In G.O. No. 589, Educational, dated 19th December 1905 combined privilege leave and furlough for 12 months from & after the 15th March 1906 was granted to Miss Arnold, 1st Inspectress of Girls' Schools; and the following appointments were, in consequence notified in the Gazette of the 6th ultimo:—

Mrs C. E. Rhenius.	2nd Inspectress to act as 1st Insp.	
Miss C. M. Lynch	3rd "	" 2nd "

[illegible]
Please print and show proof
[illegible] 31-5-06

2. These ladies are serving Govt under Special agreements entered into by them with the Secretary of State, the agreements providing among other things, for remuneration at a specified rate coupled with an obligation on the part of the recipients to render service, when called upon to do so in any capacity in the Educational Depart.

vide annexure to G.O. 617-8 / 29-10-01

paras 2+3 G.O. 544-5 / 9-8-05

2P

Department; with ~~[illegible]~~ ~~regarding the~~ of agreement.

3 The Accountant General raises the question of acting allowances to these ladies. He points out that they are not eligible for anything in excess of the pay specified in their agreements, and in support of this view he refers to the Govt. of India letter No. 3832 P of 4th ~~[illegible]~~ July 1905 in which that Government held that no acting allowance could be granted to Mr. Braithwaite when he acted as Inspector of European Schools while serving under an agreement as Vice-Principal of the Teachers College. He requests that a reference maybe made to the Government of India on the ~~subject~~ present case.

printed with Pro 702-03 / 30-10-05 (A)

4 In the G. of I. letter quoted above acting allowance was considered inadmissible to Mr. Braithwaite on the ground that it was not covered by the terms of his agreement and also on a technical ground that there was no "pay of the appointment

Para 4 of Pro 702-3 Edn. of 30.x 05
A

appointment" within the meaning of the Civil Service Regulations, on which ~~an~~ the allowance could be calculated, as the pay of the officer for whom Mr. Braithwaite ~~acted~~ officiated was fixed on a *personal* basis and not on the *appointment* held. The objection based on the terms of the agreement holds equally good in the present case though the technical objection may be absent. It seems therefore doubtful whether any sufficient grounds exist for going up to India in the matter.

5. A further question arises in regard to the salary of Mrs. Rhenius. She joined the Educational department in 1901 as Superintendent of the Training School for mistresses and the five years agreement executed by her provided for remuneration at the following rates: —

annexure to G.O. no. 617-8 29.10.61

R 350 per *mensem* during the 1st year
" 360 " 2nd "
" 370 " 3rd "
" 380 " 4th "
" 390 " 5th "

R 400 p. m	during the 6th year	If she remained in service after 5 years.
410 "	7th "	
420 "	8th "	
430 "	9th "	
440 "	10th "	
450 "	11th & succeeding years	

para. 2 of agreement.

During the first five years she was liable to render service not merely as Supt. of the Training School for mistresses, but in any other capacity if Govt. so directed.

E.O. R no. 307 / 24.6.03 M

E.O. R. No 302 / 3.6.05 X

In ~~Ja.~~ June 1903 she was promoted substantively to the appointment of 3rd Inspectress of Girls schools on R 400-10-450, and in June 1905 to that of 2nd Inspectress on R 450-10-500. She has evidently been drawing salary at rates considerably in excess of the rates specified in her agreement. The Accountant-General enquires whether fresh agreements should not be required from officers holding special appointments in the Indian Educational Service when they

5 P

they are promoted substantively to other appointments in that Service carrying higher rates of pay.

6 Mr Braithwaite has now been promoted substantively to one of the R 500-1000, appointments - i.e before ~~has~~ his five years term expired. It does not therefore seem that there is any objection to the ladies referred to being substantively promoted. The objection appears to be to their drawing acting allowances when acting promotions are given.

Renewal of agreement appears to be unnecessary as the Secretary of State did not ask for it in Mr Braithwaite's case.

N.H.S. ~~M.S.~~
14.4.06.

A. J. Harger
14|4|06

See.

The position of these Edu^n. Officers seems anomalous. Take the cases of Mr Braithwaite & Miss Rhenius. They come out here on an agreement to serve in any post that may be allotted to them, on certain fixed amounts of salary. An opportunity arises in each case whereby a ~~f~~ substantive post in the service becomes vacant. These officers are appointed, thereby practically annulling the agreement. They are now in an appointment to which pay is attached to which Art. 105 would seem to apply. And under that article acting allowances would seem to be admissible. Only in their case each appointment is held to be personal. On the other hand this personal status seems to have arisen in consequence of the agreement. Is that agreement still binding when one of the parties has receded from its provisions? Do not the Civil Service Regulations now apply in the usual manner?

C.H. Souter.
17.4.06

I consider that on the appointment of Mrs. Rhenius to a substantive post as Inspectress, ~~[illegible]~~ her agreement as Supt. Training School for Mistresses became void, and that the terms of that agreement, so far as they relate to her pay, cease to exist. Though the appointments of Inspectresses are in the first instance ordinarily made by the Secretary of State under special agreement, the Local Govt. has been appointing persons, already holding posts in the Educational service, to the inspectorate without such special sanction as in Mrs. Rhenius' case, and also make grade promotions.

2 There are three grades of Inspectresses and it seems only equitable, notwithstanding any personal agreement, that promotions from one grade to another should carry with them increase in grade pay, or acting allowances as the case may be.

The Local Govt. cannot appoint any European to a post carrying a salary of over R200 without the sanction of India - but there is no bar to the promotion to higher grades, or to other appointments, of Europeans for whose employment the sanction of India has been once obtained

H. D. Taylor

Please see Telegram from Secretary of State dt 19-7-01 on page 1 of the notes in G.O. no 448 Edl dt 12-8-01. B.

H.D.T.
18.4.06

X I see nothing equitable in it. The very object of a graded service is to do away with ~~acts~~ the curse of acting all^ces. when an official happens to do some other work. J. G. Forbes
19/5

Edn. 3102 / 18.4.06.

desp
18/4/6

To the Fin. Dept (2nd) for remarks.

CURRENT NO.
1796
FINANCIAL

Regd. 18. 4. 6.

PTO

FINANCIAL DEPARTMENT.

Was not
~~I think that~~ a very similar question ~~was~~ raised recently in Public in connection with the appts of Asst. Supt & Dy Supt of the Gvt. Press? Get the papers please - they are in Confdl. Branch

A.C. Schmidt
19. 4 06.

BS

S
(linked file)

⊗ Pay ... Rs. 300 for the first year
" ... Rs. 325 " " 2nd year
" ... Rs. 350 " " 3rd, 4th & 5th years.

G.O. 74 Public d/ 28.1.03. E
(linked file)

G
(linked file)

4 Despatch from the Secy of State 40 d/ 17.3.05 on page 2 of G.O. 312 Pub. d/ 1.5.05
(linked file)

CS's note d/ 21. 12.05 on page 8 of G.O. 49 Pub. d/ 23.1.06. S
(linked file)

Attention is solicited to the K.D. G.O. 49 Public d/ 23.1.06. Mr. Wrigham came out to India in February 1903 to serve⊗ as Asst. Supt. in the Govt Press, Madras, for a period of 5 years under an agreement executed with the Secretary of State on the 12th Decr 1902. By G.O. 845 Public d/ 15.X.1904, he was promoted to be ~~as~~ Deputy Supdt., Govt Press (pay Rs.4 350-15-500). The question was raised as to whether on his promotion as Deputy Superintendent he did not come on the regular service and whether his agreement as Asst. Supdt. was not void.

H.M.'s note d/ 21.12.05 on page 9 ibid.

The H.M. (Honble Mr Forbes) remarked:—

"I should think he is still under the five years
"agreement. - - - - I take it the appellation of Asstt.
"Supdt. in the agreement is for purposes of identification
"and that the substance of the agreement is to serve
"in the Press for five years in a Superintending
"office whether called Assistant or Deputy. - - - ."

Govt. Solicitor's note d/ 5.1.06 on pages 10-11 ibid

2. The Govt. Solicitor to whom the question was referred gave the following as his opinion:—

". . . . I think that in the absence of a new agreement the

K

"the new appointment will be considered subject
" to the same conditions as those contained in
" the original agreement with the exception of
" the name and pay of the office. . . . . .
" . . . . . . The simplest plan will, however, be
" for a new agreement to be entered into embodying
" the terms of the old agreement ~~and also~~ . . . . ."

This is the legal aspect of the case
CWS

3. According to the opinion expressed by the Govt Solicitor at K supra, there appears to be no objection to an officer serving under an Agreement (wherein his pay & allces are specified) being permitted to draw acting allowances according to the provisions of the C.S.R. when appointed to officiate in another appointment carrying a higher rate of pay or to his being promoted substantively to other appointments carrying higher rates of pay. The only limitation in the case of officers serving under Agreements seems to be that salaries or allowances over & above those specified in the agreements cannot be claimed by the officers as a matter of course.

vide Para: 3 of Home Deptl letter 8 d 8.1.06 on page 2 of Pr 48 Educn d 27.1.06
VII

4. The Acctt Genl is, however, of opinion that the ~~salaries~~ pay of officers serving under agreements should not be more than that mentioned ~~therein~~ in the agreement. He accordingly requests that the orders of the Govt of India may be obtained on the point. He also raises the question whether it is not necessary to require fresh

Para: 1 of A.G.'s letter $\frac{G.1866}{14675}$ d 29.3.06 on page 1 of cc file.

Para: 2 ibid on page 2 of cc file.

Paras 4 of A.G.'s letter G.1866/14675 of 29-3-06 on page 29 et file.

fresh agreements from officers serving under agreements when they are promoted substantively to other appointments carrying higher rates of pay and suggests as an alternative that the wording of the form of agreement should be modified.

5. It is submitted that it will be preferable to address the Govt of India for a ruling on the point as desired by the Acct.-Genl. It may also be suggested to the Govt of India that some alterations may be made in the wording of the agreement so as to allow of some latitude (being exercised by local Govts) both in regard to the salaries that can be paid by Govt to the officers and to the appointments to which they can be posted.

V.G.K.

To Public W.D. (before sub. to C.S.) as such cases arise in that Deptt also
VGK

VGK
23-4-06.

As the A.G. has raised the point that ~~the~~ India's ruling in Mr. Braithwaite's case to support him the only course open seems to be to go to India & set out the case fully & ask for a general ruling. It will also be necessary to ask India to sanction the payments made in the past - in cases such as Mr. Rhenius' - over & above the salary fixed by the agreement.

Perhaps Public & Revenue may

Are [illegible] any other cases dept 24.4.

4 APL 06

To the Public (110) dept.

have cases in point

Cuningham
23.4.06

Regd 24.4.06

CURRENT NO.
1597
PUBLIC

C.S. will doubtless see the case in Public?
Au

Public Dept

Hon the Under Secy

The only cases in point in Public are those of Mr Wingham and Mr Gilbert, of the Govt. Press.

Mr Wingham came out from England under a five years' agreement as Asst. Supt. of the Govt. Press. His pay was stated at Rs. 300 per mensem for the first year, Rs. 325 per mensem for the second year and Rs. 350 per mensem for the third, fourth & fifth years (G.O. No 75 Public, dated 28.1.03). After he had completed less than 21 months' service, he was promoted to the Office of Deputy Supt. on Rs. 350-15-500. (G.O. No 845 Public, dated 15.10.04 & G.O. No 312 Public, dated 1-5.05).

~~E in linked file~~

L & Q in linked file

S in linked file

It will be seen from the notes connected with G.O. No 49 Public, dated 23.1.06, that there was some doubt whether ~~his~~ Mr Wingham's agreement was rendered –

Page 10 of the S.O.

void by his promotion – the Govt. Solicitor however was of opinion that with the exception of the name & pay of his office, the agreement was binding – The Acct. General took no objection to the grant to him of a rate of pay different to that provided in his agreement.

Mr Gilbert came out early in 1905, as Asst. Supt. of the Govt. Press, under a five years' agreement, in which also his appt. was specified as Asst. Supt., & his pay was stated at the same rate as that on which Mr Wingham ~~begins~~ began. (S.O. No 98, Public, dated 9.2.05). He is still serving as Asst. Supt., but he has been told in S.O. No 323, Public, dated 26.4.06, that he will be promoted to the office of Dy. Supt. in August next on the retirement of Mr Wingham – He has at the same time been made to understand that except with regard to pay & the designation of his appt., he will remain under the provision of his agreement until he has completed five years' service.

XXV in linked file

XVII in linked file

In paragraph 3 of a despatch to the Secy. of State which is now going forward in connection with S.O. No 323,

XVIII (linked file)

dated 26.4.06, it is proposed to ask the Secy. of State to make the terms of the agreement with future Asst. Supts. more elastic, so as to enable the Govt. to promote the Officer to a higher appt., while he remains under the terms of his agreement.

Other Officers under Public, such as Mr. Fisher, who came out as Deputy Supt. of the Press, & Dr. Hultzsch, late Govt. Epigraphist, did not receive promotion until after they had completed the period of their agreements.

C. S. Simpson
CS
1.5.06

CS

As the Acct Genl. declines to let Mr. Rhenius & Miss Lynch have more than the salaries mentioned in their agreements, it seems desirable to address the S. of S. In future agreements it should be made clear that the salary mentioned is the minimum min. salary; the Secy of State is, I believe, being addressed about this. But I do not see why the payment of a higher rate of salary should render the agreement void — the ~~Sec~~ Govt. still fulfils its part of the contract. ~~[illegible]~~ According to the

Acct Genl's ruling Miss Lynch can never draw more than Rs. 450 a month however long she remains in service (see para. 3 & last sentence of para. 1 of agreement – in G.O 544 Edl. 9th Aug, 05). This seems to me absurd, & can hardly have been the view of either of the contracting parties when ~~the~~ the agreement was made.

A. Y. G. Campbell
2-5-06

2.5.06

I agree – India apparently must be addressed.

M. Hammick
2-V-06

Put. No. 1597-1
3/5/06.

To the Edl. Dept.

Ed. Dept.

Please draft for approval.

H.D. Taylor
4.5.06

The draft placed below is submitted for approval.

Narayan
7/5/06

Lee

C.A. Souter
9.5.06.

AM

It seems to me useless to address the G. of I. on the subject of acting allowances

I cannot distinguish the cases now in point from that of Mr. Braithwaite dealt with by the G. of I. in their letter of 4 July 1905 printed in vide G.O. of 30 Oct 1905 No. 702 Ed (Flag A) & I find no arguments in the draft letter to induce the G. of I. to reconsider ~~its~~ their previous decision.

A

I submit that we must accept the view that acting allowance is not permissible in these cases.

As regards the second question, viz, whether, when substantive promotion has been given, a fresh agreement should not be executed, I submit that, although no legal necessity may exist, it will be the simplest & best course to have a fresh agreement prepared in every such case. Govt. may then insert such provisions as to tenure of the new office as it sees fit.

A. Butterworth
13/8

H.M.

Hon Mr. Stokes C.S.I.

I agree with Mr Butterworth
Nor do I see any reason ~~for~~ on principle in giving acting allces

in cases such as the present. That is all we have to do with at the present time.

The case ought to have come to me before going to Finl Dpt., as an important principle was involved. & Mr Taylor's note of 1894 did not represent the view of this Dpt.

It is the very object of a graded service with personal rates of pay to do away with the curse of acting allowances & the trouble they give. In the D.P.W. an Exec. Engr 3rd grade may any day be ~~doing~~ in charge of a division previously held by a 1st grade Engr.

G. F. [Forbes]
14/5

I understand that Mrs. Rhenius & Miss Lynch have been substantively appointed as 2nd & 3rd Inspectresses of Girls Schools appointments which are in the Cadre of the Indian Edn. Service. If so I am of opinion that they can not draw acting allowances while required to discharge the duties of 1st & 2nd Inspectress during the absence of the pucka 1st Inspectress

I formed this opinion on what I gather the India's ruling in their Fin.l letter No 3832 P. d 4th July 1905. Ind.: letter to this letter.

on page 4
702-703
30-10-05
A

I understand the A.G.'s contention to be that as Miss Lynch by the terms of her agreement has to perform the duties of any specified office in the cadre of the I.E. Service & as her pay is fixed by the agreement, as long as the agreement is in force she can not claim any pay but that in her agreement. I do not agree with this ~~the Solicitor~~ contention. No doubt if Govt. called on Miss Lynch to perform any such duties she c.d not claim any pay but that in her agreement but it is open to Govt. to waive this restriction and this it has done by substantively appointing Miss Lynch to the 3rd Inspectress app.t. The Local Govt. can promote any European once app.d to the service and the A.G.'s contention is in limitation of this right. I agree with the Govt. Solicitor that the agreement must be regarded as modified as to the pay and I think Miss Lynch can claim the pay of the 3rd Inspectress of Schools.

I do not see any reason to address India on this point. It is not a financial point. The question is how far the Local Govt. can modify an agreement made by the S of S without his consent. This seems to me a matter between the Local Govt. & the S of S and I w.d ask him direct.

H Stokes
16/5/06.

aA

Resubm.d to the Hon Messrs Forbes & Stokes

The surmise in the first part of the Hon Mr. Stokes' note is correct & the G. of I's letter of July 1905 will be found printed with in G.O. of 30 Oct 1905 No. 702 E.I. page 4 (Flag A).

Hon Members agree that no acting allowance is admissible.

As to the reference to the S. of S., I submit that the A.-G. has not challenged the right of the Local Govt. to appoint substantively to a higher-paid & other appt. a person who comes out under special agreement with the S. of S.

He merely asks + whether a fresh agreement should not be entered into in such cases & I understand that he means a fresh agreement to which the Local Govt. would be a contracting party on behalf of the Secy of State & not necessarily a fresh agreement executed by two Members of the S. of S.'s Council as in the case of the original agreement. If there is any doubt on this point the A.G. may be asked to explain clearly what sort of fresh agreement he means.

+ Yes. But his question comes when worked out to what I have put it at above.

17/5/06.

Cut p. 10 of the papers under cover of

Linked file

19 19P

(Flag N)

G.O. dd 23-1-06 No. 49 Pub. will be found the Opinion of the Govt. Solicitor on the question. He considers that, if Govt. appoints to a higher post a person coming out under agreement, the conditions of the agreement continue to bind the parties, the agreement being merely read as if the name & pay of the new post were substituted for those of the old post.

In other words, he regards the execution of a new agreement as unnecessary from a legal point of view, though he suggests that a new agreement might advantageously be executed in such cases. This is the course I advocated in my previous note which assumed that the Local Govt. would execute this new agreement. If, however, such new agreement ~~could only~~ can be executed only in the same manner as the original agreement, the case is altered & in that event it will perhaps be best to simply let the Acct. Gen. know the Govt. Solicitor's opinion.

A. Butterworth

AH
16/5

As we are agreed that acting pay is not admissible, I do not see any need to make a reference to the S. of State on the question proposed, at present

F.A. F[orbes]
16/5

If the A.G. will [illegible] that up I agree that there is no need to refer to the S of S. provided we are let go on as we have gone on in the past without question. If the A.G. will accept the Exr. Solicitor's opinion & not bother about fresh agreements there is no reason why we sh.d take any action.

J. F[orbes]
17/5/06.

Draft now to A.G. replying as above on p 19

C.H.Souter
18.5.06

The draft placed below is submitted for approval.

P.H. Hargrave
18/5/6

See.

I would omit the last

20

LOCAL & MUNICIPAL SECRETARIAT. 24 MAY 1906

Sentence of the Presy. The A.G. is not likely to keep silent if we write further argument.

C. A. Souter
18.5.06.

I agree. May issue
A. Butterworth
19/5

CS

Perhaps Pub. & Fin. would like to see before issue.

C. A. Souter
19.5.06.

Edl. No. 384 D / 19/5/06.

To the Pub. } depts
Fin. } (No.)

CURRENT NO. 1919 PUBLIC

Pub. No. 1919-1 / 19.5.06

Regd. 19.5.06.

Seen a.y.l. 19.5.06
A. Y. G. Campbell

CS will see in Finl?

To the Finl. dept. (No.)

CURRENT NO. 2305 FINANCIAL

Regd. 19.5.06

CS

Subd.

Ed. may be asked to communicate to Finl: copy of the G.O with copy of the notes.

21.5.06

Finl. No. 2305-1 / 23.5.06

To the Edl. Dept.

22.V.06

Edl. Dept.

Office

Issue & do as requested by Finl.
A. Butterworth
24/5

[G.O. No. 362 Edl. d/ May 1906]

Case

Rew

37

E.
12.

1,000—14-6-05.

EDUCATIONAL DEPARTMENT.

READ AGAIN G.O., No. ...., dated ....190 .

" " " "............, "............190 .

READ ALSO:—

C. No. 552, From the Accountant General, No. 9 1866/14675, dated 29 - 3 - 1906

" "............, " "............, "............; "............190 .

" "............, " "............, "............, "............190 .

ORDER

Pd

No. 362, dated 24 - 5 - 1906.

desp mins to DPI & AG & then send order to Finl. 26/5/06

Page 4 of G.O. Nos 702-703 Edl dt 30th October 1905.

A.

In view of the decision contained in the letter from the Govt. of India Finance Depart. No 3832-P. d/ 4th July 1905 in which it was held that no acting allowance could be granted to Mr. P. P. Braithwaite when he acted as Inspector of European & Training schools, the Govt. consider that no acting allowance is admissible to Mrs. Rhenius and Miss Lynch during the period they act (respectively) as First and Second Inspectress of Girls Schools.

2. As regards the question of fresh agreements on substantive promotions ~~[illegible]~~ of officers of the Indian Educational Service holding special appointments, raised in para. 4 of the Accountant General's letter, the Govt. Solicitor has held in a

Page 2 of current.

New

3 2 ✓ 38

similar case that "in the absence of a "new agreement the new appointment "will be considered subject to the same "conditions as those contained in the "original agreement with the exception "of the name and pay of the office". ~~[The Accountant General is requested to state whether under the circumstances he considers that new agreements are necessary and if so whether they should be executed in the same manner as the original agreements.]~~

Substitute

The Govt. accordingly do not consider ~~that~~ a fresh agreement is essential.

Cos
18.5.6.

CM
19/5

Amd?

PJ
18/5/6

To. The A.G. ✓ / Despd 25/5/6.
" D.P.I
" Fin'l Departt with copy of notes. (Remitted.) ✓ Despd 14/6/6

Educational Department.

Cno 552. From the Accountant General. No $\frac{G\,1866}{14675}$ d/ 29th March 1906

O R D E R:--

The Government of India will be addressed.

PJ
8/5/6

Not to issue

L E T T E R:--

To

The Secretary to the Govt. of India,
Home Department.

Sir,

I am directed to address the Government of India on the subject of the allowances to be given to Mrs. C.E. Rhenius, Second Inspectress of Girls' Schools, Madras, appointed to act as First Inspectress and to Miss C.M. Lynch, Third Inspectress appointed to act as Second Inspectress.

2. ~~Excluding the appointments of Vice-Principals of the Teachers' College and the Agricultural College at Saidapet~~ To the following ~~there are~~ four posts in the Indian Educational Service ~~to which special rates of~~ pay is ~~are~~ attached, ~~namely,~~ as shown:—

Page 199 of the Quarterly Civil List.

First Inspectress of Girls' Schools on	Rs.500-20-600
Second " " "	Rs.450-10-500
Third " " "	Rs.400-10-450
Superintendent, Presidency Training School for Mistresses on	Rs.350-10-450.

Occupants of ~~Officers to fill~~ these appointments are engaged by the Secretary of State on

special

Clause 1 of the agreement
in G.O. Nos 544-545 Edl
d/ 9th August 1905 -
page 2. G.

L Presidency

Clause 3 of - do - G.

special agreements. Under these agreements ~~they have to submit themselves to the orders of the Government and of the officers and authorities under whom they may from time to time be placed by the Government, to obey the rules prescribed for the time being for the regulation of the branch of the public service to which they may belong and~~ the persons concerned are bound, when required by ~~the~~ Government, to proceed to any ~~other~~ part of the ~~Province~~ and ~~to~~ there to perform the duties of any specified office in the cadre of the Indian Educational service. The Government have also to pay them, so long as they remain in the said service and actually perform their duties, salaries at the rates specified.

G.O. No 589 R d/ 19th December 1905. R.

G.O. No 46 R d/ 6th March 1906. H.

G.O. Nos 617-618 Edl d/ 29th October 1901 F
G.O. Nos 544-545 Edl d/ 9th August 1905 G

On papers of G.O. Nos 702-703 Edl d/ 30th October 1905 A

3. Miss A.M.C. Arnold, First Inspectress of Girls' Schools was granted combined privilege leave and furlough for 12 months from or after the 15th March last, and Mrs. C.E. Rhenius, Second Inspectress was appointed to act as First Inspectress, and Miss C.M. Lynch, Third Inspectress to act as Second Inspectress during ~~the~~ her absence ~~of Miss Arnold~~ on leave. The Accountant General now enquires whether in view of the terms of the agreements of Mrs. Rhenius (née Gow) and Miss Lynch, copies of which are enclosed, these ~~officers~~ ladies are entitled to any acting allowance during the period of their acting tenure and refers this Government to the letter of the Government of India, Finance Department, No.3832 P., dated 4th July

1905

1905, in which they held that no acting allowance could be granted to Mr. Braithwaite who was then holding the special appointment of Vice-Principal of the Teachers' College on Rs.400-20-500 when he acted as Inspector of European Schools, one of the regular appointments in the Indian Educational Service on Rs.500-50-1,000.

The Government of India arrived at this decision "in view of the terms of "the Officers' agreement and also because "the pay of officers holding regular "appointments in the Indian Educational "service being fixed on a personal basis "and not attached to the appointment, there "is no 'pay of the appointment' within the "meaning of Article 105, Civil Service "Regulations, on which acting allowance "can be calculated."

4. It appears to His Excellency the Governor in Council that the special appointments of Inspectresses of Girls' Schools and Superintendent, Presidency Training School for Mistresses, stand on a footing different from ~~that~~ those of the Vice-Principals of the Teachers' and Agricultural Colleges. The pay attached to the posts of Inspectresses and the Superintendent of the Training School is on a graduated scale and in the opinion of His Excellency in Council when a junior of these officers is appointed to act for a senior she should be able to draw acting allowance on the pay of the appointment in which she acts. I am

directed

directed to request the orders of the Government of India on this point.

5. There is also another question connected with this matter and that is the substantive promotion of these officers. Mrs. Rhenius (née Gow) joined the Educational Department in 1901 as Superintendent of the Presidency Training School for Mistresses on a five years' agreement and her pay was to rise from Rs.350 to Rs.450 by annual increments of Rs.10. In June 1903 she was promoted substantively to the appointment of 3rd Inspectress on Rs.400-10-450 and in June 1905 to that of Second Inspectress on Rs.450-10-500. The Accountant General raises the question whether in such cases fresh agreements are necessary whenever substantive promotion to other appointments in the Indian Educational Service carrying higher rates of pay is given.

G.O. nos 617-618 Edl dt 29th October 1901. F

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G.O. no 302R dt 3rd June 1905 X

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6. In the analogous case of Mr.P.T. Wingham who was brought out in February 1903 on a five years' agreement to serve as Assistant Superintendent in the Govt. Press, Madras, on Rs.300 for the first year, Rs.325 for the second year and Rs.350 for the remaining three years ~~in the Government Press, Madras,~~ and who was promoted in October 1904 to be Deputy Superintendent on Rs.350-15-500, the Government Solicitor held that "in the "absence of a new agreement the new "appointment will be considered subject "to the same conditions as those con- "tained in the original agreement with the

Pages 8 & 11 of notes.

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"the exception of the name and pay of "the office." He suggested however that the simplest plan would be for a new agreement to be entered into embodying the terms of the old agreement. I am directed to request the views of the Government of India on this suggestion.

7. For the future I am to suggest that alterations may be made in the form of the agreement so as to allow of some latitude being exercised by the Local Government both in regard to the acting allowances that can be paid and to the promotions that can be given to the officers holding these special appointments.

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