

MADRAS RECORD OFFICE.

Government of Madras.

General DEPARTMENT.

G.O. No. 480	Press =ME=
32-34	
Dated 8-4-1918	

Not to be folded or roughly handled

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2. I held Court in Combaroom till the 31st December 1864, under the orders of the Government, and passed six sittings within the time allowed by the rules for travelling. My appointment to the Principal Native Amoy of Tanoreilly was gazetted prior to the date in which the Court in Combaroom was closed, and I was that, at no time, without employ, nor am I aware of any failure of duty on my part which should subject me to forfeiture of pay. The case, however being my own, I refrain from advancing any more arguments in support of my claims.

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I beg also to inform you that I have not passed Mr. H's letter lately, which you have so
kindly in the abstract however is returned, as that Office is required to submit a distinct bill to
the other for Audit.

I do not see how Government and Agent can receive salary for an appointment, the full salary of which was drawn by another person who was on the actual performance of the duties. He gets traveling allowance.

(Signed) C. E. TREVELLYAN.

The Principal Auditor Amount of Timber is placed before Government copies of a letter to the Auditor from the Civil Auditor, who had retrenched his salary for the last 15 days of January last, and estimate the question for

7. Mr. Frankington, on the letter referred to, informed the Principal Student American that on the occasion of the Additional Principal Student American's Court at Cambridge he was placed in the position of a student without exam-

[illegible]

Fort St. George, Judicial Consultation, 12th April 1859

3. The circumstances are these—

The Principal Sadr Amernship at Combaconum which had been filled by the present applicant Krotaswamy Iyer was, on the recommendation of the Court of Sadr Adawlat, abolished on the 1st January last, and in lieu of it a Principal Sadr Amern's Court was opened from the same date at Mangalore.

4. Krotaswamy Iyer was on the 21st December 1858, appointed Principal Sadr Amern of Tinnevely, which appointment had become vacant by the death of its former holder Sudder Charles. During Sudder Charles's previous absence on Medical Certificate and after his decease until the time when Krotaswamy Iyer joined, the duties of the Tinnevely Principal Sadr Amern's Court were discharged by the Acting Principal Sadr Amern, Mr. Heath.

5. Krotaswamy Iyer closed the Court at Combaconum on the 31st December, and assumed charge of that at Tinnevely on the 10th January.

6. The Civil Auditor rules that for that interval Krotaswamy Iyer can draw no pay. His old appointment had been abolished and he had not yet taken up his new one.

7. This may be hard but seems correct. Krotaswamy Iyer during each intervening period did not "hold a situation" so as to fall under para. 7 to which he has referred, and there appears no source from which he could be paid.

8. The Acting Principal Sudder Amern at Tinnevely, Mr. Heath, would under any circumstances have drawn half the pay of the appointment as his deputation allowance, but on the recommendation of the Sadr Adawlat he has been permitted to receive the whole. Under the order of the Government of India, which allows of the whole pay of an appointment, actually vacant, being drawn by the party acting in it.

9. The same favor has been granted to the secretaries acting in the law before him, viz. to the 2nd class District Munsiff who acted for Mr. Heath, and to the Court Agent who acted for the said District Munsiff.

10. I have not to print the Principal Amern's Court at Mangalore, 1st March 1859.

11. Government do not see how Krotaswamy Iyer can receive salary for an appointment, the full salary of which was drawn by another person who had been in the actual performance of the duties.

(Signed) T. PYCHOTT,
Chief Secretary

Sub. P. Combaconum

Memorandum

Letter from the Principal Sudder Amern of Tinnevely dated 19th March 1859 to the

Chief Secretary to the Government of India. The Principal Sudder Amern of Tinnevely places before you a copy of a letter to the Principal Sudder Amern of Combaconum, dated 19th March 1859, in which he had requested his salary for the last 15 days of January last, and which the question for the Government to consider of last, whether under the rules in para 28 of Chap. III of the Civil Sudder Amern's Court, he was entitled to salary for the period mentioned by the Principal Sudder Amern of Combaconum.

2. Mr. Lushington,
in the letter referred to,
informed the Principal
Judge & Juries that on the
abolition of the judicial
Principal Judge should
& Juries Court at the
Commons, he was placed
in the position of a dis-
cussant without employing

Principal Judge & Juries Court.

3. Upon not in the
Commons Court of
the East India Company
appointed his situation
under the Court, is not in
accord with the salary of his
appointment. It was found
prior to the date of his
joining it.

from that date and
was not entitled to the
salary of the appoint-
ment of Principal
Judge & Juries at the
Commons, until he had as-
sumed charge of that
Court.

3. The circumstances
are these.

The Principal Judge
Juries at the
Commons which had
been filled by the
present

Ex. Hinc. Cons. 11. Dec^m
1858 & 1733.

present applicant
His Majesty's
was on the 11th of
June of the Court of
Judge & Juries, which
was on the 11th of June
and in lieu of it a
Principal Judge & Juries
Court was opened from
the same date, at the
same place.

4. His Majesty's
was on the 11th of June 1858
appointed Principal Judge
& Juries of the Court of
which appointment
had become vacant
by the death of the
former holder Charles
Charles. During the
absence of Charles
Charles, the duties of
Principal Judge and of the
Court were performed
by the present applicant.

who acted for the said

& McDonald

Richard W. C. A.

report of P. B. in form

8th March and

ENC 23 March 1857.

Y^{rs}

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