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Initials of Reference

M.R.O. 1—22,408—28-11-30.

MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

Cms 89 27-4-1858

G.O. No.	775	Press Mis.
Dated	26-4-	1858

Not to be folded or roughly handled

No. 66. Read the following Circular from Captain H. YULE, Officiating Secretary to the Government of India; to H. FORBES, Esq., Acting Secretary to the Government of Fort St. George, dated Fort William, the 6th March 1858, No. 1258.

SIR,

I am directed by His Honor the President in Council to forward, for adoption, the accompanying form of Memorandum of Agreement relative to the deposit of Government Promissory Notes as security, to be executed by Civil Engineers and Subordinates accepting employment under Government in the Public Works Department, and prepared in accordance with paragraph 74 of this Department Notification, No. 117, dated the 17th June 1856.

Memorandum of Agreement between

[Name.] of and the East India Company the day of 185

Whereas of

[Name.]

[Engineer or Upper Subordinate as the case may be.] hath entered into the service of the East India Company in the Establishment of the Public Works Department upon condition that he the said

[Name.] do deposit with the said East India Company Promissory Notes of the Government of India for Company's Rupees

2000, [or for Subordinates, 400.] specified below upon the conditions hereinafter specified. And whereas the said

[Name.] hath on this day deposited with the East India Company the several Notes of the East India Company specified below for the sum of Company's Rupees

2000, [or for Subordinates, 400.] Now the said

[Name.] doth hereby agree with the said East India Company that the said East India Company shall hold and retain and if necessary shall be at liberty to sell and dispose of the Promissory Notes upon the following conditions that is to say:—That if the said

[Name.] has always since the commencement of his said service hitherto well and truly paid and applied and if the said

[Name.] his Executors or Administrators shall at all times hereafter well and truly pay and apply all such sums of money stores or other property as he has received or shall receive or has purchased or procured or shall purchase or procure in by or through the means or by virtue or under colour of the said service or appointment as aforesaid according to the true intent and purpose for which the said monies stores or other property have been or shall be and ought to be advanced issued paid or delivered purchased or procured and if the said has hitherto since the commencement of his said service rendered and if the said

[Name.] his Executors or Administrators shall at all times hereafter render just and true accounts and particulars accord-

ing to the requirements of the Chief Engineer or Chief Engineers under whose Orders he may have been placed or may be placed or other duly authorized person of the expense heretofore or hereafter incurred in all Works done and all purchases made and materials and other things furnished by him or them or under his or their charge and shall from time to time account for and refund to the said East India Company the full amount of all such sums of money and the full value of all such stores materials and other property as may be justly disallowed or retrenched from his or their accounts or disbursements by the said Chief Engineer or other the person or persons having authority from the said East India Company to audit his or their accounts or disbursements (the justice of such retrenchment or disallowance if appealed against within two months from their being made known to the said [Name.]
his Executors or Administrators to be determined by the Governor General of India in Council or such person or persons as he shall nominate and appoint to determine the matter of appeal) and if the said [Name.]
his Executors or Administrators shall pay and satisfy to the said East India Company their Successors and Assigns the amount of such balance as on finally adjusting and settling the said accounts shall be found due from the said [Name.] his Executors or Administrators and if the said [Name.]
shall and do in all things honestly and faithfully and to the best of his ability discharge the duties devolving upon him in respect of the said service and his employment for the time being and obey and conform to all such lawful Orders as shall from time to time be given him by such person or persons as shall be authorized or entitled to give him Orders in his said employment and also shall and do in all things well and truly conform to and abide by all such Rules and Regulations as have been or shall be made in respect of such service and employment by the Governor General in Council or by any other competent authority and if the said [Name.]
shall not at any time absent himself from quit or neglect the service of the said East India Company or his employment for the time being without first giving six months' notice in writing to the Chief Engineer under whom he may be serving of his desire to quit the said service or in case the said [Name.]
shall be guilty of any breach or neglect or absence of or from duty or any disobedience to or neglect of Orders Rules or Regulations as aforesaid the damages arising from which breach disobedience or neglect cannot be estimated by the amount of pecuniary loss sustained by the East India Company or whereby the said East India Company shall not sustain any ascertainable pecuniary loss then if the said [Name.]
shall and do in respect of each and every such default breach or absence disobedience or neglect pay to the said East India Company the sum of Company's Rupees [Amount of the Notes deposited.]
to be paid to and recovered by the said East India Company by way of liquidated damages and not of penalty and which sum the said [Name.]
hereby agrees and binds himself to pay to the said East India Company by way of ascertained and liquidated damages for and in respect of each and every such default breach absence disobedience neglect or omission as aforesaid and also if the said [Name.]
and his Heirs Executors and Administrators or some or one of them shall and do at all times hereafter fully and effectually indemnify and save harmless the said East India Company their

Successors and Assigns and all and every Officers and Servants of the said East Inida Company of and from all and every or any losses damages or expenses which have occurred or happened or shall or may accrue or happen to them respectively or any or either of them from or by of any neglect or default of the said [Name.]
in all or any of the matters aforesaid or from or by reason of his insolvency or bankruptcy or that of his Executors or Administrators and do and shall make good the same to the said East India Company their Successors or Assigns or their Officers or Servants respectively then the above-mentioned Securities shall be returned to the said [Name.]
and the interest accruing thereon shall in the mean time be paid to him as the same shall be received by the said East India Company. But in case default shall be made by the said [Name.]
his Executors or Administrators in any of the particulars aforesaid then it shall be lawful for the said East India Company to sell the said Promissory Notes and to apply the proceeds thereof in and towards the liquidation of the liability of the said [Name.]
in respect of such default as aforesaid.

[Signature of Depositor]..... ... ...

Signed Sealed and Delivered by the above-named
in the presence of

[Signature of Witnesses].. .....
.....

[Here specify the Notes deposited.]

Memorandum of Agreement between [Name.]
of and the East India Company the day of 185

Whereas [Name.]
of [Engineer or Upper Subordinate as the case may be.]
hath entered into the service of the East India Company in the Establishment of the Public Works Department upon condition that he the said [Name.]
do deposit with the said East India Company Promissory Notes of the Government of India for Company's Rupees 2,000[or for Subordinates 400]
specified below upon the conditions hereinafter specified. And whereas the said [Name.]
hath on this day deposited with the East India Company the several Notes of the East India Company specified below for the sum of Company's Rupees 2000[or for Subordinates 400] Now the said [Name.]
doth hereby agree with the said East India Company that the said East India Company shall hold and retain and if necessary shall be at liberty to sell and dispose of the Promissory Notes upon the fol-

lowing conditions that is to say:—That if the said [Name.] has always since the commencement of his said service hitherto well and truly paid and applied and if the said [Name.] his Executors or Administrators shall at all times hereafter well and truly pay and apply all such sums of money stores or other property as he has received or shall receive or has purchased or procured or shall purchase or procure in by or through the means or by virtue or under colour of the said service or appointment as aforesaid according to the true intent and purpose for which the said monies stores or other property have been or shall be and ought to be advanced issued paid or delivered purchased or procured and if the said [Name.] has hitherto since the commencement of his said service rendered and if the said [Name.] his Executors or Administrators shall at all times hereafter render just and true accounts and particulars according to the requirements of the Chief Engineer or Chief Engineers under whose Orders he may have been placed or may be placed or other duly authorized person of the expense heretofore or hereafter incurred in all Works done and all purchases made and materials and other things furnished by him or them or under his or their charge and shall from time to time account for and refund to the said East India Company the full amount of all such sums of money and the full value of all such stores materials and other property as may be justly disallowed or retrenched from his or their accounts or disbursements by the said Chief Engineer or other the person or persons having authority from the said East India Company to audit his or their accounts or disbursements (the justice of such retrenchment or disallowance if appealed against within two months from their being made known to the said [Name.] his Executors or Administrators to be determined by the Governor General of India in Council or such person or persons as he shall nominate and appoint to determine the matter of appeal) and if the said [Name.] his Executors or Administrators shall pay and satisfy to the said East India Company their Successors and Assigns the amount of such balance as on finally adjusting and settling the said accounts shall be found due from the said [Name.] his Executors or Administrators and if the said [Name.] shall and do in all things honestly and faithfully and to the best of his ability discharge the duties devolving upon him in respect of the said service and his employment for the time being and obey and conform to all such lawful Orders as shall from time to time be given by such person or persons as shall be authorized or entitled to give him Orders in his said employment and also shall and do in all things well and truly conform to and abide by all such Rules and Regulations as have been or shall be made in respect of such service and employment by the Governor General in Council or by any other competent authority and if the said [Name.] shall not at any time absent himself from quit or neglect the service of the said East India Company or his employment for the time being without first giving six months' notice in writing to the Chief Engineer under whom he may be serving of his desire to quit the said service or in case the said [Name.] shall be guilty of any breach or neglect or absence of or from duty or any disobedience to or neglect of orders Rules or Regulations as aforesaid the damages arising from which breach disobedience or neglect cannot be estimated by the amount of pecuniary loss sustained by the East

India Company or whereby the said East India Company snall not sustain any ascertainable pecuniary loss then if the said [Name] shall and do in respect of each and every such default breach or absence disobedience or neglect pay to the said East India Company the sum of Company's Rupees [Amount of the Notes deposited.] to be paid to and recovered by the said East India Company by way of liquidated damages and not of penalty and which sum the said [Name.] hereby agrees and binds himself to pay to the said East India Company by way of ascertained and liquidated damages for and in respect of each and every such default breach absence disobedience neglect or omission as aforesaid and also if the said [Name.] and his Heirs Executors and Administrators or some or one of them shall and do at all times hereafter fully and effectually indemnify and save harmless the said East India Company their Successors and Assigns and all and every Officers and Servants of the East India Company of and from all and every or any losses damages or expenses which have accrued or happened or shall or may accrue or happen to them respectively or any or either of them from or by of any neglect or default of the said [Name.] in all or any of the matters aforesaid or from or by reason of his insolvency or bankruptcy or that of his Executors or Administrators and do and shall make good the same to the said East India Company their Successors or Assigns or their Officers or Servants respectively then the above-mentioned Securities shall be returned to the said [Name.] and the interest accruing thereon shall in the mean time be paid to him as the same shall be received by the said East India Company. But in case default shall be made by the said [Name.] his Executors or Administrators in any of the particulars aforesaid then it shall be lawful for the said East India Company to sell the said Promissory Notes and to apply the proceeds thereof in and towards the liquidation of the liability of the said [Name.] in respect of such default as aforesaid.

[Signature of Depositor.]..... ... ...

Signed Sealed and Delivered by the above-named in the presence of

[Signature of Witnesses]..... .....

.....

[Here specify the Notes deposited.]

No. 67. ORDER THEREON, No. 775; dated 26th April 1858.

Ordered to be communicated to the Chief Engineer.

(Signed) H. FORBES,
Acting Secretary to Government.

CIRCULAR.

No. 1258

FROM

CAPTAIN H. YULE,

Officiating Secretary to the Government of India,

TO

H. Forbes Esqre
Acting Secy to the Govt of Bengal

Dated Fort William, the 6th March 1858.

PUBLIC WORKS DEPARTMENT,
PUBLIC.

SIR,

I AM directed by His Honor the President in Council to forward, for adoption, the accompanying Form of Memorandum of Agreement relative to the deposit of Government Promissory Notes as Security, to be executed by Civil Engineers and Subordinates accepting employment under Government in the Public Works Department, and prepared in accordance with Paragraph 74 of this Department Notification, No. 117, dated the 17th June 1856.

I have the honor to be,

SIR,

Your most obedient Servant,

Officiating Secretary to the Government of India.

John Gray, "Calcutta Gazette" Office.

Memorandum of Agreement between

[Name.] of and the East India Company the day of 185

Whereas of

[Name.]

hath entered into the service of the East India Company in the Establishment of the Public Works Department

[Engineer or Upper Subordinate, as the case may be]

upon condition that he the said do deposit with the said East India Company Promissory

[Name.]

Notes of the Government of India for Company's Rupees specified below upon the conditions hereinafter specified. And

[400, [or for Subordinates, 400.]]

whereas the said hath on this day deposited with the East India Company the several Notes

[Name.]

of the East India Company specified below for the sum of Company's Rupees Now the said

[400, [or for Subordinates, 400.]]

doth hereby agree with the said East India Company that

[Name.]

the said East India Company shall hold and retain and if necessary shall be at liberty to sell and dispose of the Promissory Notes upon the following conditions that is to say:—That if the said has always since the commencement of his said

[Name.]

service hitherto well and truly paid and applied and if the said his Executors or Administrators shall

[Name.]

at all times hereafter well and truly pay and apply all such sums of money stores or other property as he has received or shall receive or has purchased or procured or shall purchase or procure in by or through the means or by virtue or under colour of the said service or appointment as aforesaid according to the true intent and purpose for which the said monies stores or other property have been or shall be and ought to be advanced issued paid or delivered purchased or procured and if the said has hitherto since the com-

[Name.]

mencement of his said service rendered and if the said his Executors or Administrators shall at

[Name.]

all times hereafter render just and true accounts and particulars according to the requirements of the Chief Engineer or Chief Engineers under whose Orders he may have been placed or may be placed or other duly authorized person of the expense heretofore or hereafter incurred in all Works done and all purchases made and materials and other things furnished by him or them or under his or their charge and shall from time to time account for and refund to the said East India Company the full amount of all such sums of money and the full value of all such stores materials and other property as may be justly disallowed or retrenched from his or their accounts or disbursements by the said Chief Engineer or other the person or persons having authority from the said East India Company to audit his or their accounts or disbursements (the justice of such retrenchment or disallowance if appealed

against within two months from their being made known to the said [Name.]
his Executors or Administrators
to be determined by the Governor General of India in Council or such person or persons as he shall nominate and appoint to determine the matter of appeal) and if the said [Name.]
his Executors or Administrators shall pay and satisfy to the said East India Company their Successors and Assigns the amount of such balance as on finally adjusting and settling the said accounts shall be found due from the said [Name.]
his Executors or Administrators and if the said [Name.]
shall and do in all things honestly and faithfully and to the best of his ability discharge the duties devolving upon him in respect of the said service and his employment for the time being and obey and conform to all such lawful Orders as shall from time to time be given him by such person or persons as shall be authorized or entitled to give him Orders in his said employment and also shall and do in all things well and truly conform to and abide by all such Rules and Regulations as have been or shall be made in respect of such service and employment by the Governor General in Council or by any other competent authority and if the said [Name.]
shall not at any time absent himself from quit or neglect the service of the said East India Company or his employment for the time being without first giving six months' notice in writing to the Chief Engineer under whom he may be serving of his desire to quit the said service or in case the said [Name.]
shall be guilty of any breach or neglect or absence of or from duty or any disobedience to or neglect of Orders Rules or Regulations as aforesaid the damages arising from which breach disobedience or neglect cannot be estimated by the amount of pecuniary loss sustained by the East India Company or whereby the said East India Company shall not sustain any ascertainable pecuniary loss then if the said [Name.]
shall and do in respect of each and every such default breach or absence disobedience or neglect pay to the said East India Company the sum of Company's Rupees [Amount of the Notes deposited.]
to be paid to and recovered by the said East India Company by way of liquidated damages and not of penalty and which sum the said [Name.]
hereby agrees and binds himself to pay to the said East India Company by way of ascertained and liquidated damages for and in respect of each and every such default breach absence disobedience neglect or omission as aforesaid and also if the said [Name.]
and his Heirs Executors and Administrators or some or one of them shall and do at all times hereafter fully and effectually indemnify and save harmless the said East India Company their Successors and Assigns and all and every Officers and Servants of the said East India Company of and from all and every or any losses damages or expenses which have accrued or happened or shall or may accrue or happen to them respectively or any or either of them from or by of any neglect or default of the said [Name.]
in all or any of the matters aforesaid or from or by reason of his insolvency or bankruptcy or that of his Executors or Administrators and do and shall make good the same to the said East India Company their Successors or Assigns or their Officers or Servants respectively then the above-mentioned Securities shall be returned to the said [Name.]
and the interest accruing thereon shall in the mean time be paid to him as the same shall be received by the said East India Company. But in case default shall be made by the said [Name.]
his Executors or Administrators in any of the particulars aforesaid then it shall be lawful for the said East India Company to sell the said Promissory Notes and to apply the proceeds thereof in and towards the liquidation of the liability of the said [Name.]
in respect of such default as aforesaid.

[Signature of Depositor].....

Signed Sealed and Delivered by the above-named
in the presence of

[Signature of Witnesses] .....

.....

[Here specify the Notes deposited]

John Gray, "Calcutta Gazette" Office.

Dated 185 .

MEMORANDUM of Agreement and Deposit on the appointment of

to the

Memorandum of Agreement between

[Name.]

of and the East India Company the day of 185

Whereas of

[Name.]

hath entered into the service of the East India Company in the Establishment of the Public Works Department upon condition that he the said do deposit with the said East India Company Promissory Notes of the Government of India for Company's Rupees specified below upon the conditions hereinafter specified. And whereas the said hath on this day deposited with the East India Company the several Notes of the East India Company specified below for the sum of Company's Rupees Now the said doth hereby agree with the said East India Company that the said East India Company shall hold and retain and if necessary shall be at liberty to sell and dispose of the Promissory Notes upon the following conditions that is to say:—That if the said has always since the commencement of his said service hitherto well and truly paid and applied and if the said his Executors or Administrators shall at all times hereafter well and truly pay and apply all such sums of money stores or other property as he has received or shall receive or has purchased or procured or shall purchase or procure in by or through the means or by virtue or under colour of the said service or appointment as aforesaid according to the true intent and purpose for which the said monies stores or other property have been or shall be and ought to be advanced issued paid or delivered purchased or procured and if the said has hitherto since the commencement of his said service rendered and if the said his Executors or Administrators shall at all times hereafter render just and true accounts and particulars according to the requirements of the Chief Engineer or Chief Engineers under whose Orders he may have been placed or may be placed or other duly authorized person of the expense heretofore or hereafter incurred in all Works done and all purchases made and materials and other things furnished by him or them or under his or their charge and shall from time to time account for and refund to the said East India Company the full amount of all such sums of money and the full value of all such stores materials and other property as may be justly disallowed or retrenched from his or their accounts or disbursements by the said Chief Engineer or other the person or persons having authority from the said East India Company to audit his or their accounts or disbursements (the justice of such retrenchment or disallowance if appealed

[Name.]

[Engineer or Upper Subordinate, as the case may be]

[Name.]

[... for Subordinates, 400.]

[Name.]

[... for Subordinates, 400.]

[Name.]

[Name.]

[Name.]

[Name.]

[Name.]

against within two months from their being made known to the said
his Executors or Administrators
to be determined by the Governor General of India in Council or such person or persons as he shall nominate and appoint to determine the matter of appeal) and if the said
his Executors or Administrators shall pay and satisfy to the said East India Company their Successors and Assigns the amount of such balance as on finally adjusting and settling the said accounts shall be found due from the said
his Executors or Administrators and if the said
shall and do in all things honestly and faithfully and to the best of his ability discharge the duties devolving upon him in respect of the said service and his employment for the time being and obey and conform to all such lawful Orders as shall from time to time be given him by such person or persons as shall be authorized or entitled to give him Orders in his said employment and also shall and do in all things well and truly conform to and abide by all such Rules and Regulations as have been or shall be made in respect of such service and employment by the Governor General in Council or by any other competent authority and if the said
shall not at any time absent himself from quit or neglect the service of the said East India Company or his employment for the time being without first giving six months' notice in writing to the Chief Engineer under whom he may be serving of his desire to quit the said service or in case the said
shall be guilty of any breach or neglect or absence of or from duty or any disobedience to or neglect of Orders Rules or Regulations as aforesaid the damages arising from which breach disobedience or neglect cannot be estimated by the amount of pecuniary loss sustained by the East India Company or whereby the said East India Company shall not sustain any ascertainable pecuniary loss then if the said
shall and do in respect of each and every such default breach or absence disobedience or neglect pay to the said East India Company the sum of Company's Rupees [Amount of the Notes deposited.]
to be paid to and recovered by the said East India Company by way of liquidated damages and not of penalty and which sum the said
hereby agrees and binds himself to pay to the said East India Company by way of ascertained and liquidated damages for and in respect of each and every such default breach absence disobedience neglect or omission as aforesaid and also if the said
and his Heirs Executors and Administrators or some or one of them shall and do at all times hereafter fully and effectually indemnify and save harmless the said East India Company their Successors and Assigns and all and every Officers and Servants of the said East India Company of and from all and every or any losses damages or expenses which have accrued or happened or shall or may accrue or happen to them respectively or any or either of them from or by of any neglect or default of the said
in all or any of the matters aforesaid or from or by reason of his insolvency or bankruptcy or that of his Executors or Administrators and do and shall make good the same to the said East India Company their Successors or Assigns or their Officers or Servants respectively then the above-mentioned Securities shall be returned to the said
and the interest accruing thereon shall in the mean time be paid to him as the same shall be received by the said East India Company. But in case default shall be made by the said
his Executors or Administrators in any of the particulars aforesaid then it shall be lawful for the said East India Company to sell the said Promissory Notes and to apply the proceeds thereof in and towards the liquidation of the liability of the said
in respect of such default as aforesaid.

[Name.] [Name.] [Name.] [Name.] [Name.] [Name.] [Name.] [Name.] [Name.]

[Signature of Depositor].....

Signed Sealed and Delivered by the above-named
in the presence of

[Signature of Witnesses] .....
.....

[Here specify the Notes deposited]

Dated

MEMORANDUM of Agreement and Deposit on
the appointment of

to the

Public Works 1858 Despatch
No 735
From the Chief Engineer
to the Govt of India

Dated 6th March 1858
Received 7th April 1858
From the Chief Engrs Office 14th June
No 1256.
58/1305 Enclosure 3 Cy

Forwarding for solicitations Form of Memorandum of Agreement relative to the deposit of Government Promissory Notes as Security to be executed by Civil Engineers and Subordinates accepting employment under Government in the Public Works Department.

No 775 - 26th April 1858.
Willamander

From Dy Chief Engr 6th Circle
In charge Central Office
27th August 59 No 2089 in 6

Copy to the Solicitor
Wks 59.
No 2547.

No 66467

7th April 1212

No 775.
Ordered to be communicated to the Chief Engr in charge
Will
No 6
Jor Dy Secy to Govt
26th April 1858

61 Copies to the Chief Engr & Secy