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MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No.	2558	Press
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Dated	4-9-	1863.

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
4th September 1863.*

Read the following papers :—

No. 83 From E. E. MERRALL, Esq., C E, to Colonel W. I. BIRDWOOD, R. E., Secretary to Government, Department Public Works, dated Coonoor, 12th August 1863.

SIR,

1. Since writing to you on the 20th of last month in reply to your letter No. 1,939, date July 17th 1863, I have the honor to inform you that I have unpacked the whole of my papers and carefully collected every document relating to my first coming out to India, and with the following results, viz. —

2 The first intimation I had of my present appointment was from G. Rennie, Esq, in whose establishment I was then employed. Mr. Rennie informed me that Colonel Sykes had offered, through him, to procure me an appointment in the service of the Honorable the East India Company, upon certain terms named by him; having given my consent to the proposal, I received a letter of introduction to Mr. Bourdillon, at the East India House, in Leadenhall Street, upon going there I was introduced to Mr. Peacock, by whom I was examined as to my knowledge of the science of Engineering, &c. Mr. Peacock distinctly told me that if I liked the appointment and gave the Company satisfaction, I should have employment for twenty or thirty years, and a pension hereafter, according to length of service I think Mr. Bourdillon told me the same, but of this I am not quite so certain, as it is now nearly nine years ago, and I am merely writing from memory.

3. A few days after this, I received from Sir J. Melville, Secretary to the East India Company, the following letter, by post :—

EAST INDIA HOUSE, 29th December 1854

SIR,

1. I am commanded to inform you that the Court of Directors of the East India Company have appointed you an Engineer in the Public Works Department of the Madras Presidency, with a salary of £600 per annum

2. I have further to acquaint you, that you will be allowed to participate in the following advantages, viz, a free passage to India, a free return passage in case of being compelled by ill-health to quit the service of Government and return to England within five years of arrival, and admission to the benefits of the Pension Rules of the Uncovenanted Service, to the extent of one-third of the average salary after twenty years' service, and of one-half after a service of thirty years and upwards, subject, in both cases, to being incapacitated by sickness for further service

3 The Company's Solicitor has been instructed to prepare a Covenant embodying these terms, which you will be called upon to execute before your departure.

I am, &c.,

EDWIN E. MERRALL, Esq.
(A true Copy.)

(Signed) JAMES C MELVILLE.

4 I showed this letter to Mr. Rennie, but before I had concocted a reply, I received another letter, as follows :—

EAST INDIA HOUSE, 4th January 1855.

SIR,

If you will call at the Office of Mr. Lawford, Diapers' Hall, you can see the draft of your intended Covenant with the East India Company.

I am, &c.,

EDWIN E. MERRALL, Esq.
(A true Copy.)

(Signed) JAMES C. MELVILLE.

5. I accordingly went to Mr. Lawford's Office and saw a gentleman whose name I do not know, he showed me the rough copy of an intended Covenant, and gave me some explanations, and I made a few verbal corrections in pencil, among other things I noticed the clause relative to one year's notice or salary, and remarked upon what Mr. Peacock had told me, as well as Sir J. Melville's first letter, the gentleman assured me that the clause in question was only to protect the Company in case any of us turned out grossly incompetent or sickly, and that the same was introduced in all their Covenants; but the East India Company never dismissed any of their servants who were both able and willing to remain with them.

*Proceedings of the Madras Government, Public Works Department,
4th September 1863.*

6 At that time I knew nothing of the difference between Covenanted and Uncovenanted Servants, and but for Sir J. C. Melville's first letter, should have been quite ignorant of such a distinction, neither was the least intimation given to me upon the subject

7. I saw the Covenant twice at Mr. Lawford's Office, and then wrote to Sir J. Melville as follows :—

No 7, CLARENCE STREET, OLD KENT ROAD,
January 9th 1855.

SIR,

In the rough draft of my Agreement shown to me at Mr Lawford's Office yesterday, it is stated that I am not to leave the service of the East India Company, nor are they to dismiss me, without one year's notice or one year's salary, does this mean that if I do my duty properly the East India Company can at any time by giving me one year's notice dismiss me without any pension at all, as promised by Mr. Peacock when I saw him, and also in your letter to me of the 29th December last Requesting a reply.

I remain, &c ,
(Signed) EDWIN E. MERRALL, C. E.

To SIR J. MELVILLE, Secretary to the East India Company.

(A true Copy)

8 To this letter I received the following answer .—

EAST INDIA HOUSE, 11th January 1855

SIR,

If you are found competent you will not be required to quit the service until the period qualifying for pension has expired.

EDWIN E. MERRALL, Esq.

(A true Copy)

I am, &c ,
(Signed) J C. MELVILLE.

9 Upon the receipt of this letter I considered the matter finally settled, and executed the Covenant at Mr Lawford's Office on the 19th January 1855.

10 Under these circumstances it does appear to me very unusual for the Madras Government to take no notice of my claim for pension, but merely wish me to leave the service after 8½ years with only one year's salary, and no alleged fault on my part.

11. As stated in my former letter I am quite willing to remain and serve my full term, in accordance with the provisions of my Covenant, or if the Government prefer it, to retire with two years' pay, without deduction, and full salary from the first day of August to the date of signing a release, but this latter offer must be distinctly understood to be without prejudice to any future claim I may see fit to make, if my offer is not immediately accepted, and it must be obvious that the present money value of my anticipated pension will increase every year.

12. The original letters which I have copied are in my possession, and can be forwarded if required

No. 84. From J R BOYSON, Esq, Government Solicitor, Madras, to Colonel W. I. BIRDWOOD, R. E., Secretary to Government, Public Works Department, dated Madras, 14th August 1863, No. 585.

SIR,

1. With reference to the Proceedings of Government noted in the margin, I have the honor to send you a Notice (in duplicate) to be served on Mr. E. E. Merrill, for putting an end to his engagement with Government.

2. It should be completed and served in precisely the same manner as pointed out in the Acting Government Solicitor's letter to the Chief Engineer of the 17th of January 1862, No. 41.

3. I think it objectionable to embody in this Notice the alternative proposal of Government to pay Mr. Merrill a sum equal to twelve months' salary, on his executing a Deed releasing the

*Proceedings of the Madras Government, Public Works Department,
4th September 1863.*

State from all further demands under his Covenant, inasmuch as the notice would not then follow specifically the terms of that provision of the original contract between Mr. Merrill and Government which provides for the mode in which the engagement should be put an end to, and I cannot see what object is sought to be attained or what possible good can result from adopting this course. On the contrary it seems to me that it is altogether unnecessary, in addition to being objectionable on legal grounds.

No. 85.

ORDER THEREON, 4th September 1863, No. 2,558.

* 29th December 1854
4th January 1855
11th January 1855.

The Government request that the Superintending Engineer, 7th Division, will call upon Mr Merrill to submit the original letters* from Sir J. Melville referred to in the first of the papers above recorded.

(True Extract.)

(Signed) CHARLES A ORR, Colonel, R. E.,
Secretary to Government.

To the Superintending Engineer, 7th Division.

Exd. S. T. Augustin.

C/6-

To.

Col. Birdwood - R. E.

Secretary to Government - D. P. W.
Madras.

Sir

Since writing to you on the 20th of last month - in reply to your letter. no 1939 - date July 17th 1863 - I have the honor to inform you - that I have unpacked the whole of my Papers - and carefully collected every document relating to my first coming out to India - and with the following - results - viz -

The first intimation I had of my present appointment was from J. Rennie Esq - in whose Establishment I was then employed - Mr Rennie informed me that Col. Sykes had offered, through him - to procure me an appointment in the Service of the Hon^{ble} the East India Co^y upon certain terms named by him; - having given my consent to the proposal, I received a letter of introduction to Mr Boudillon - at the East India House - in Leadenhall Street -

(2)

upon going there I was introduced to Mr. Peacock. by whom I was examined as to my knowledge of the Science of Engineering. &c. - Mr. Peacock distinctly told me that if I liked the appointment and gave - the necessary satisfaction - I should have employment for 20 or 30 years - and a pension hereafter - according to length of service - I think Mr. Boudillon told me the same. but of this I am not quite so certain - as it is now nearly nine years ago - and I am merely writing from memory.

A few days after this I received from Sir J. Melville - Secretary to the East India Company - the following letter - by Post. -

East India House
29th Decr 1854.

Sir

I am commanded to inform you that the Court of Directors of the East India Company - have appointed you an Engineer in the Public Works Department of the Madras Presidency - with a Salary of £600

(3)

per annum -

I have further to acquaint you - that you will be allowed to participate in the following advantages - viz - a free Passage to India - a free return Passage - in case of being compelled by ill health to quit the Service of Government - and return to England within five years of arrival - and - Admission to the benefits of the Pension Rules of the Uncovenanted Service - to the extent of one third of the average Salary after twenty years service - and of one half - after a service of thirty years - and upwards - subject - in both cases to being incapacitated by sickness for further service.

The Company's Solicitor has been instructed to prepare a Covenant - embodying these terms which you will be called upon to execute before your departure. -

I am.

Sir

Your Most Obedient
humble Servant.

Edwin P. Memule Esq. (Signed) James C. Melville.
(A true Copy)

(4)

I showed this letter to Mr Kemble - but before I had concocted a reply - I received another letter - as follows -

East India House
4th Jan^y. 1855.

Sir

If you will call at the office of Mr Lawford - Drapers Hall - you can see the Draft of your intended Covenant with the East India Company -

I am

Sir

Your Obedient.

Humble Servant.

(Signed) James C Melville

Edmund Kemble - Esq.

(A true Copy)

I accordingly went to Mr Lawford's office and saw a Gentleman whose name I do not know - he showed me the rough copy of our intended Covenant - and gave me some explanations - and I made a few verbal corrections in pencil - among other things I noticed the clause relative to one

(5)

year notice & Salary - and remarked upon what Mr Peacock had told me - as well as Sir J Melville's 1st letter - The Gentleman assured me that the clause in question was only - to protect the Company - in case any of us turned out grossly incompetent or sickly - and that the same was always introduced in all their Covenants - but the East India Company - never dismissed any of their Servants who were both able and willing to remain with them -

At that time I knew nothing of the difference between Covenanted and Uncovenanted Servants - and but for Sir J Melville's first letter - should have been quite ignorant of such a distinction - neither was the least intimation given to me upon the subject -

I saw the Covenant twice at Mr Lawford's office - and then wrote to Sir J Melville - as follows -

No 7 Clarence Street
Old Kent Road
Jan^y. 9th 1855

Sir

In the rough draft of my agreement shown to me at Mr Lawford's office yesterday it is stated that I am not to leave the service of the East India Company - nor are they to dismiss me - without one year's notice on one year's salary. Does this mean that if I do my duty properly - the East India Company can at any time by giving me one year's notice dismiss me without any pension at all - as promised by Mr Peacock when I saw him - and - also in your letter to me of the 29th Dec last. -

Requesting a reply

I remain Sir

Yours respectfully

(Signed) - Edwin E Mennell
E. E

To Sir J Melville.

Secretary to the

East India Company.

(a true copy)

To this letter I received the following answer. -

East India House.

11th Jan'y - 1855.

Sir

If you are found competent you will not be required to quit the Service - until the period qualifying for pension has expired

I am

Sir

Your most obedient

servant.

(Signed) J. C. Melville.

Edwin E Mennell - Esq.

(a true copy)

Upon the receipt of this letter I considered the matter finally settled - and executed the covenant at Mr Lawford's office - on the 19th Jan'y - 1855. -

Under these circumstances it does appear to me very unusual for the Madras Govt to take no notice of my claim for pension but merely wish me to leave the service

(8)

after 8½ years - with only one years
Salary - and no alleged fault on my
part. -

As stated in my former letter I am
quite willing to remain and serve my
full term - in accordance with the -
provisions of my Covenant - or if the
Government prefer it - to retire with
two years pay - without deduction - and
full salary from the 1st day of -
August to the date of signing a release
but this latter offer must be distinctly
understood - to be without prejudice to any
future claim I may see fit to make -
if my offer is not immediately accepted -
and it must be obvious that the present
money value of my anticipated Pension
will increase every year.

The Original letter which I have
copied are in my possession - and can be
forwarded if required.

I have the honor to remain. Sir.

Yours &c. &c.

Cooman.

August 12th 1863

E. E. Merrill. C. S.

Madras, August 1863.

Edwin Edward Morrall Esquire.

Civil Engineer,

In the service of the Government of Fort St. George
Coonoor

Sir,

On behalf of the Government of Fort Saint George, acting for and on behalf of the Right Honorable the Secretary of State for India in Council in the stead of the late East India Company, I do hereby give you notice that the said Government, acting as aforesaid, no longer requires a continuance of your services, and on behalf of the said Government, acting as aforesaid, and pursuant to the provision for terminating your engagement with the said East India Company contained in the Articles of Agreement between yourself and the said East India Company bearing date the 19th day of January 1855 under which you are now serving the said Government of Fort Saint George, acting as aforesaid, I do hereby also give you notice that your engagement under the before mentioned Articles of Agreement will terminate and be wholly at an end on the day of 1864 from which date you will cease to be in the service of the said Government.

I have the honor to be,

Sir,

Your most obedient servant

P.N. 1863 20th
Prov Govt for S. I. Co.
to
from
E.E. Morrall Esq.
D.C.

Date 1/23 Aug 1863
Recd 1/23

11/23 2538-4 September

Forwarding copy to
the Commission relative to
paid money not to be paid, and
stating that it is very unusual
to have a notice of this nature
of this nature.

Recorded
1/23

1863-

Let his honor have the original letter
from Sir J. M. M. M.

N^o 385

Madras, August 14. 1863

From John Robert Boyson, Government Solicitor Madras
To Colonel W. J. Birdwood, Secretary to Government. P. M. D.
Madras

Sir,

Dated 12th August 1863
N^o 2271. P. M.
Department

1 With reference to the Proceedings of Government noted in the margin, I have the honor to send you a Notice (in Duplicate) to be served on Mr. E. E. Merrill, for putting an end to his engagement with Government.

2. It should be completed and served in precisely the same manner as pointed out in the Acting Government Solicitor's letter to the Chief Engineer of the 4th of January 1862 N^o 211.

3. I think it objectionable to embody in this notice the alternative proposal of Government to pay Mr. Merrill a sum equal to twelve months' salary, on his executing a Deed releasing the State from all further demands under his Covenant, in as much as the notice would not then follow specifically the terms of that provision of the Original Contract between Mr. Merrill and Government which provides for the mode in which the engagement should be put an end to, and I cannot see what object is sought to be attained or what possible good can result from adopting this course. On the contrary it seems to me that it is altogether unnecessary, in addition to being objectionable on legal grounds.

I have the honor to be,

Sir,
Your most obedient servant

J. R. Boyson

Govt. Secy

with James G. Thompson
+ Chief of O.D. 29

Public Works 1863, Del. the
Pro: of Govt for Del. under-

Ch. 2558. 1/1/1

Pro: of the above
Government

Dated 4th September 1863.

W. J.

Superintending Engineer

The Engineer requested to call upon all the
channels to submit the original
to the person in the office
referred to by him.

Ch. 2832 85