

(1) Number of pages

10

(2) Date of repair

11-12-42

(3) Initials of the Referencer

MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No.

982

Press
Mis.

Dated

18

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
6th October 1865.*

No. 120. Read the following Proceedings of the Madras Government in the
Military Department :—

Communicating Despatch from the Secretary of
State transmitting copy of the Articles of
Agreement entered into by Mr. Powney, who
has been engaged as a Millwright and Mil-
ler for the Corn Mills erected in this Presi-
dency. } (Here enter 30th September 1865, No. 3,648.)

No. 121. ORDER THEREON, 6th October 1865, No. 2,954.

ESTABLISHMENT, No. 13.

Ordered to be recorded.

(True Extract.)

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

Exd. S. T. Augustin.

Articles of Agreement made the twelfth day

of August in the year of our Lord one thousand eight hundred and sixty-five ~~Between~~ JOHN POWNEY late in the employ of Messrs. EMMERSON and MURGATROYD of the Heaton Foundry Stockport in the County of Chester Mill-wright and Miller of the one part and THE SECRETARY OF STATE IN COUNCIL of the other part ~~Whereas~~ the SECRETARY OF STATE IN COUNCIL has retained and engaged the said JOHN POWNEY to serve Her Majesty for the term of ONE YEAR in the East Indies as a Mill-wright Engineer and Miller to superintend and assist in the erection of certain Corn Mills which have been constructed by the said Messrs. EMMERSON and MURGATROYD and intended shortly to be erected at Madras and in working the same and also to do and perform all and every or any of the duties matters and things in connection therewith as are hereinafter more particularly mentioned and set forth as well in respect of any other like Mills there or to be erected there or in any other part of the East Indies and also do and perform all and every or any of the duties matters and things aforesaid in any other part of the East Indies as may be required of him by the Government for the salary and upon the terms herein mentioned ~~Now~~ THESE PRESENTS WITNESS that for and in consideration of a second class passage to Madras aforesaid being provided for him and his wife And also in consideration of the salary hereinafter agreed to be paid to him as hereinafter mentioned He the said JOHN POWNEY for himself his executors and administrators BOTH hereby promise and agree with and to the said SECRETARY OF STATE IN COUNCIL in manner following that is to say. That he the said JOHN POWNEY shall and will at such time and in such manner as he shall be directed by the SECRETARY OF STATE IN COUNCIL (who shall for that purpose provide a passage and accommodation at sea for him and his wife but not Hotel accommodation or any other expenses incurred on land in the course of his transit to that place) proceed to Madras aforesaid in the East Indies and when he shall be arrived there shall and will report himself to the Government or Chief Government Agent there And submit himself to the Orders of the said Government or of the properly authorised Officer or Officers under whom he shall from time to time be placed and shall so remain and continue in the said service for the space of one year to be computed from the day of his arrival at Madras unless he shall be disabled by sickness or other infirmity from attending to the business which he hereby undertakes to perform or shall leave the service with the permission of the Government and he the said JOHN POWNEY during such term shall and will wholly employ himself honestly efficiently and diligently under the Orders and Instructions of the Officer or Officers under whom he shall from time to time be placed as a Mill-wright and Engineer and Miller in the superintendence and assisting in the erection of the Corn Mills intended to be erected by the said Government at Madras aforesaid and in fixing them and setting them to work and in the erection and fixing all the various Machinery and Apparatus and other matters connected therewith and all other like Corn Mills which the Government may at any time determine to erect at Madras aforesaid or elsewhere in the East Indies for the purpose of grinding corn and all the various Machinery and Apparatus in connection therewith And also shall and will supervise and keep in perfect order the said Corn Mills and all the Apparatus in connection therewith and work the same if required by the said Government so to do and also shall and will supervise and keep in perfect order all other like Corn Mills and Apparatus at Madras and elsewhere and do all acts matters and things and discharge all duties which are required and necessary to be done performed and discharged by him in his capacity of Mill-wright and Engineer And also do and perform all the duties of a Miller at the several Mills aforesaid and do Millstone dressing grinding of wheat and the dressing of flour and all other acts and things appertaining to any of the matters aforesaid and the said JOHN POWNEY shall and will in addition thereto make himself in other respects generally useful as may be required by the Government or any Officer thereof and he shall do his best to instruct in the mysteries of his Art in the Capacities of Mill-wright and Miller the natives and other workmen who may be placed under him and shall if directed by the Government so to do during such service proceed to any other part of India where his services may be required and there perform the several offices and duties hereinbefore mentioned And the said JOHN POWNEY shall not nor will on any pretence whatsoever absent himself from his said service without having first obtained the permission of the

Officer under whom he shall be placed or in case of sickness or inevitable accident without a sufficient Medical Certificate that he is unable and unfit to leave his quarters and shall not nor will during the said term on his own account or otherwise either directly or indirectly carry on or be concerned in any trade traffic or business whatsoever but devote his whole time and attention to the duties for which he is engaged And also shall and will well truly and faithfully account for and pay over or deliver to the proper Agent or Agents of the Government authorized to receive the same all moneys goods wares merchandizes materials and effects which shall at any time come to his hands or be under his charge on account of the said Government And also shall and will during his continuance in the East Indies well and truly conform to all the Rules and Regulations of the Department of the service to which he shall belong and also conform to and obey all such Orders and directions as he shall from time to time receive from any properly authorized Officer or Officers of the Government at the place where he shall from time to time be stationed **Provided** ALWAYS And it is hereby agreed that in case he shall be guilty of any insubordination drunkenness or other intemperance misconduct or disobedience of orders or shall be guilty of any breach or non-performance of any of the matters herein contained then and in any of the said cases it shall be lawful for the Government or their Officers having authority from the said Government for that purpose to discharge him from the said service and he shall and will thereupon forthwith upon being so discharged peaceably and quietly in an orderly manner leave the service **And it is** HEREBY AGREED between the parties hereto that unless the said JOHN POWNEY shall receive notice in writing three calendar months previously to the expiration of the said term of one year from some properly authorized Officer of the said Government that the said Government no longer require a continuance of his services or unless he shall give the like notice in writing to the said Government that he is desirous of putting an end thereto then he shall and will continue in the said service upon the same terms and conditions as are herein contained until the expiration of three calendar months from the time when he shall receive or shall give such a notice in writing which may be given so as to expire at any period of the year **And** THESE PRESENTS FURTHER WITNESS that the said SECRETARY OF STATE IN COUNCIL doth hereby promise and agree with the said JOHN POWNEY that in case and upon condition that he the said JOHN POWNEY shall observe perform and keep all the Agreements and provisions herein contained and on his part to be observed performed and kept he shall be retained in the said Service for the said term of one year from the day of his arrival at Madras if he shall so long live and be able to perform and shall actually perform such service and upon the like condition and not otherwise there shall be paid unto him for so long time as he shall be actually in the said Service a salary at and after the rate of six pounds per week to be paid monthly in the East Indies commencing from the day of the date of these presents and to cease on the day of his arrival in England and if he shall die while in such service or be discharged therefrom then such salary shall cease upon the day of his death or of his discharge **And it is** AGREED that in all payments to be made in India under these presents the pound sterling shall be considered equal to and calculated after the rate of ten Rupees And the said SECRETARY OF STATE IN COUNCIL also agrees that the said Government shall and will provide the said JOHN POWNEY with all Medicine and Medical attendance during such time as he shall remain in India in the service of the said Government **And it is** ALSO AGREED that upon the expiration of these presents if the said John Powney shall have at all times performed the duties of his office to the satisfaction of the Government or in case he shall be compelled from ill-health not brought on by his own neglect or carelessness (of which the Certificate of the proper Medical Officer of the Government shall be conclusive) sooner to quit such service and shall actually quit the same in India with the consent of the Government and shall have up to that time performed the duties of his office to the satisfaction of the Government and the said Government shall and will find and provide him and his Wife with a like passage to England and all necessaries at sea as aforesaid **Provided** ALWAYS And it is hereby expressly declared and agreed that in case the said JOHN POWNEY shall be discharged from the said service on account of insubordination or drunkenness or other intemperance or misconduct or by reason of any breach or non-observance of any of the matters herein contained he shall and will pay to the said SECRETARY OF STATE IN COUNCIL a sum equal to one year's salary calculated as aforesaid as liquidated damages And in case he shall absent himself from his said service without first obtaining permission as aforesaid or in case of sickness without forwarding the requisite Medical Certificate of the fact to the Officer under whom he shall be placed then he shall pay to or for the use of the said SECRETARY OF STATE IN COUNCIL the sum of twenty Shillings per diem for every day he shall

be so absent as and by way of liquidated damages and shall and will upon demand forthwith pay such liquidated damages to such person as may be directed by the said Government or it shall be lawful for the said Government to deduct the same out of any money which may be due to the said JOHN POWNEY and the same shall be deducted accordingly **And it is** ALSO AGREED by and between the parties to these presents that the proceedings letters and reports of the Governor General of India in Council or of any of the Governors in Council or other Governor or Government in India or any of them or of any of their Agents or Officers or any copies or extracts thereof which shall be sent to the SECRETARY OF STATE IN COUNCIL or officially to any of the Officers or servants on the Establishment of the SECRETARY OF STATE IN COUNCIL in England or to any Officers in the Indian service of Her Majesty in the East Indies or elsewhere in any way relating to the sums of money paid or to be paid to the said JOHN POWNEY under these presents or relating to the conduct of the said JOHN POWNEY in the East Indies or to any matter in any way relating to the premises shall be received as conclusive evidence of any matter therein contained or referred to in any action or suit at law or in equity or in any legal proceedings by or between the parties to these presents or in any way relating thereto **In witness** whereof the said JOHN POWNEY and WILLIAM URQUHART ARBUTHNOT Esquire and SIR PROBY THOMAS CAUTLEY being two Members of the Council of India have hereunto set their hands the day and year first above written.

Signed by the above named JOHN POWNEY in the presence of

(Signed) JOHN POWNEY.

(Signed) JOSHUA MURGATROYD,
Engineer, Stockport.

Signed by the above named WILLIAM URQUHART ARBUTHNOT and SIR PROBY THOMAS CAUTLEY being two Members of the Council of India in the presence of

(Signed) W. U. ARBUTHNOT.

(..) P. T. CAUTLEY.

(Signed) ROBERT WICKENDEN,
Drapers' Hall, London.

4th 1865 Depa
Pro: of Govt for October
No 3827

Pro: of Govt in the
Daily Depa

D/ 30 Sept/65.

Rec: 2 Oct.

81. No 3848

2954 - 6th Oct 1865.

Communicating Despatch from
the Secy of State transmitting
Copy of the Articles of Agreement
entered into by Mr Mowrey who
has been engaged as a Mill-wright
& Miller for the Corn Mills erected
in this Presidency.

Recorded

10

[Signature]

Recorded

2954

Frank St George
6th Oct 1865

120.121.