M.R.O. 1—77,004—1-6-37.

(1) Number of pages .....

(2) Date of repair .....

(3) Initials of the Reforencer .....

MADRAS RECORD OFFICE.

Government of Madras.

P. & G. (P. & S.) DEPARTMENT.

G.O. No. 2457	Press Mis.
22-12-66	
Dated 21-12-66	1866.

Not to be folded or roughly handled

Read the following papers :—

No. 696. From the Superintending Engineer, 3rd Division, to the Secretary to Government, Public Works Department, dated Bellary, 15th September 1866, No. 1,821.

I have the honor to forward, for the consideration and orders of Government, a letter received this day from Mr. J. Biggers, Civil Engineer at Cuddapah, intimating his willingness to retire from the service under certain conditions.

From the Civil Engineer in charge Cuddapah Range, to the Secretary to Government, Department Public Works, dated Cuddapah, 12th September 1866, No. 325.

I have the honor to inform you that I have been nearly twelve years in the service, and that I am now willing to retire, I therefore request you will be good enough to inform me whether the Government will allow me to retire on a bonus of two years' salary, on my executing a Deed releasing the State from all further demands under the terms of my Covenant.

No. 697. From the Superintending Engineer, 3rd Division, to the Secretary to Government, Public Works Department, dated Camp, Yettinputty, 26th October 1866, No. 2,331.

As requested in your telegram of the 26th ultimo, I have the honor to forward copy of Mr. Biggers' Covenant received this day.

No. 698. ORDER THEREON, 31st October 1866, No. 3,459.

ESTABLISHMENT, No. 61.

1. The Government see no reason for acceding to Mr. Biggers' request.

2. As, however, Mr. Biggers is desirous of retiring from the service, and as his covenant with the late Honorable East India Company provides for the termination of his engagement by a notice from Government that his connection with the public service will cease at the end of twelve months from the date on which the notice shall be delivered to him, the Right Honorable the Governor in Council resolves to authorize the Secretary in this Department to take measures for having such notice legally served on Mr. Biggers.

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

This Indenture made the Twenty third day of
February in the year of our Lord one thousand
eight hundred and fifty three Between John Beggard
of Lisburn Shipbroker upon Shannon in the County
of Lessee Civil Engineer of the one part and the
Honorable the East India Company of the other
part Whereas the said Company have retained and
engaged the said John Beggard Between the
Civil Engineers in the East Indies for the salary
and upon the terms and Conditions hereinafter
mentioned Now this Indenture witnesseth that
for and in Consideration of the said Company agree
ing & providing for the said John Beggard with a
free passage & Intended outfit necessaries for
his accommodation at Sea and also in Consider-
ation of the salary hereinafter agreed to be paid &
given by the said Company and hereinafter mentioned
he the said John Beggard for himself his heirs exe-
cutors and Administrators doth hereby covenant
promise and agree with and to the said Company
in manner following that is to say that the said
John Beggard shall and will forthwith after the
Ensuing date hereof proceed to London and there
imediately upon his arrival there report himself to
the Secretary of the said Company and shall
be directed by them how he shall
be received there shall and will report himself
to the Governors or Chief Agent of the said Company
there and shall and will conduct himself to
as directed by the said Company as their Engineer
Engineers Officer or Officers under whom he shall from
time to time be placed and shall do execute and
perform his and their duties of the said Company
in the East Indies and shall be guided by
directions as aforesaid from time to time
[illegible] hereby undertakes & for [illegible]

ys shall leave the service of the said Company with their permission and also that he the said John Hoggard shall and will during his Continuance in the said service shall employ himself honestly and diligently and do and perform such duties as shall be required of him by his said Officer or Officers under whom he shall from time to time be placed and shall not neglect 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 perform the duties of his office and shall not neglect during his Continuance in the said Service on his own account or otherwise either directly or indirectly carry on or be concerned in any Trade or Traffic or Business whatsoever but devote his whole time and attention to the duties for which he is engaged by the said Company and also shall and will well truly and faithfully account for and pay over to the said Company their Successors and assigns all Money Goods Wares Merchandizes Materials and effects which shall at any time come into his hands or be under his charge on account of the said Company and also shall and will during his residence in the East Indies well and truly Conform to all the Rules and Regulations of the Departments of the said Company's Service to which he shall belong and also Conform to and obey all such Orders and Directions as he shall from time to time become from any properly authorized Officer of the said Company 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 misbehaviour Drunkenness or other intemperance as aforesaid or shall be guilty of any Breach or non performance of any of the Covenants Provisoes or Agreements herein Contained then and in any of either of the said Cases it shall be lawful for the said Company the Governor or Agents or Officers of the said Company having Competent Authority for that purpose to discharge him from the service of the said Company and it is hereby agreed by and between the parties hereto that unless he shall previous previous in writing from some proper Officer of the said Company twelve Calendar months previously this present from his said service that he is desirous of quitting the said Service then he shall and will continue in the Service of the said Company upon the same terms and conditions as are herein Contained from thenceforth until the expiration of twelve Calendar months from the time when he shall either become from the said Company or shall give them such previous notice in writing and this Indenture further witnesseth that in case and upon condition that he the said John Hoggard shall observe perform and keep all the Covenants Agreements and Provisoes herein before Contained and on his part to be observed performed and kept the said Company shall and will retain him in their Service pursuant hereunto before mentioned if he shall be able to perform and shall actually perform such Service and upon the due Consideration and not otherwise shall and will pay or cause

to

to be paid unto the said John Beggord, his exr
Exors or administrators as pledged for so long a
time as he shall be actually in their service at
Salary or wages fit and after the rate of Six
hundred pounds per annum for so long a time
as he shall continue in their service aforesaid
such Salary to be paid monthly in the East Indies
Commencing from the day of his Imbarcation for
India from England and to cease on the day of
his quitting or being dismissed from the service of
the said Company and if he shall die while in such
service then such Salary to cease upon the day of
his death and it is also hereby declared and
agreed that the said John Beggord shall be entitled
to admission to the benefit of the Pension Rules of
the Incorporated Service to the extent of one third
of his average Salary after twenty years service
and of one half of the said average Salary after a
service of thirty years and upwards subject in
both cases to the being incapacitated by illness for
further service and it is agreed that in all pay-
ments to be made under these presents the pound
Sterling shall be considered Equal to and calculated
after the rate of Ten Rupees and it is also a-
greed that the said Company or their Governments
in India shall and will provide for the said John
Beggord all necessary articles which may be required
by him for the due performance of his public duties
in the East Indies and also shall and will make
such allowance as they may deem adequate for his
travelling expences incurred in the prosecution
of his duties and shall and will if he shall be
compelled through ill health to relinquish the said
service within the period of five years after
his arrival in India at their own expence find
and provide him a free passage to England and all

necessaries for his accommodation at Sea Provided
always and it is hereby expressly declared and
agreed that in case the said John Beggord shall
be guilty of any misdemeanor drunkenness or
other misbehaviour or misconduct as shall be guilty
of any breach or non observance or any of the Com-
pany provisos or agreements herein contained shall
by he shall render the proviso hereinbefore contained
void and it shall be lawful for the said Company
to dismiss him the said John Beggord from their
service and to determine this present Covenant
without any notice and in case of such dismissal
as aforesaid or in case of his resigning the service
of the said Company or leaving India without
such permission as aforesaid he shall forfeit
to the said Company the sum of Twenty Pounds
for every day he shall be absent as and by
way of liquidated damages for breach of this Covenant
in that respect and shall and will upon demand
forthwith pay such liquidated damages to the said
Company their successors or assigns or it shall
be lawful for them to deduct the same out of
any moneys which may be due by them to
his executors or administrators or any person
whatsoever And it is also declared and
agreed by and between the parties to these presents
that the proceedings orders and resolutions of the
Governor General in Council in India or any
of the said Company's Governors in Council in
India or any of them and of all other the regular
Officers of the said Company in the East Indies
or any Copies or extracts thereof which shall be sent

home

to the Court of Directors of the said Company as any Committee thereof as Officially Doing of the Officers or Servants of the said Company in England or the East Indies in any way relating to the Sums of money the said as aforesaid to the said John Biggard or to the Conduct of the said John Biggard in the East Indies or in any way relating to the premises shall be received or Conclusive Evidence of any matter therein contained in any action or suit at Law or in Equity or any legal proceedings by or between the parties thereto present or in any way relating thereto In Wit ness whereof the said John Biggard hath to these presents set his hand and seal and the said Company have also caused their Common Seal to be affixed the day and year first above written

Signed / John Biggard. (C)

Signed Sealed and Delivered by the above named John Biggard in the presence of

H. L. Lawford
Draper Hall

Recd Cfs /
Thos Thompson C.G.
Brok. Cuddington & Clarke

N° 325. Civil Engineers Office
Cuddalore, 12th September 1866.

To,

Colonel C. A. Orr. R.E.
Secretary to Government P.W.D.

Sir,

I have the honor to inform you that I have been nearly 12 years in the Service and that I am now willing to retire. If therefore required you will be good enough to inform me whether the Government will allow me to retire on a bonus of two years salary, on my executing a Deed releasing the State from all further demands under the terms of my covenant.

I have, &c.

Robert Fergusson Civil Engineer
In charge Cuddalore Range.

Said

Dated 23rd January 1855

Counterpart

Mr. John Bigood
To
The Earl of Dalhousie
Governor General

Deed of Covenant
on his proceeding to the
East Indies as a Civil
Engineer

Enclosure No 1.

From. The Civil Engineer at Cuddapah Range

To. The Secretary to Government PWD

Dated 12th } September 1866.
Received }

No. 1325.

Letter stating he is unwilling to retire and requesting to be informed whether the Government will allow him to retire on a pension of 2 years salary.

Civil Engineer's Office
Cuddapah
Engineer

No. 1821.

Supdg. Engineer's Office,
Bellary 15th Septr. 66.

From. The Superintending Engineer
3rd Division

To. The Secretary to Government
PWD Department.

Sir,

I have the honor to forward for the consideration and orders of Government a letter received this day from Mr. F. Begnis, Civil Engineer at Cuddapah, intimating his willingness to retire from the Service under certain conditions.

I have the honor &c.
Sir
Your most obdt. Servant.
A. Walker Major RE
Superintending Engineer 3rd Div.

Read

No. 2331 of 1866/67.

Inspectr. Engineer's Office
Canal Circle Southern
Salem, Nov. 26
26th October 1866.

From
The Inspecting Engineer
3rd Division
To
The Secretary to Government
P. W. Dept.

Sir,

As required in your Letter
from of the 26th instant, I have
the honor to forward copy of
the Engineer's Covenant received
this day.

I have &c.

A. Abbott Inspr. 3d Div.
Inspr. & Engr. 3d Div.

Dr. 1000 Rs
Rec'd from Govt. for Canals
Store Fund 3801

The Inspg. Engr.
3d Division

To The Secy. to Govt.

Dated 15th Septr. 66.
Rec'd 16th do

Fd. 1821.
Madras

Forwarded for orders
a letter received from the
with an Engr. has proceeded
to Salem from the Service of
Co. Civil Engineers

Cl. 696

No. 3469 - 31st Oct. 66

David

Rec'd 1865 Oct 31st
Chief Secy to Govt Fort St George
Pol. Dept. 4th Oct
The Secy. Legislative
3rd Division
The Secy. to Govt
Pol. Dept.
Dated 28th October 1865
Rec'd 30th "
Entered
No 2321

Forwards Copy of Mr Biggs
Covenant as regarded in his
Telegram of the 21st Octr

Entered

No. 3459 - 31st Oct. 1865

114

Madras, 1st November 1865.

John Biggs Esquire
Superintending Assistant Engineer
In the Service of the Government
of Fort St George.

Sir,

On behalf of the Government of Fort St 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

said East India Company bearing
date the 23rd day of January 1855
under which you are now serving the
said Government of Fort St. George ac-
ting as aforesaid I do hereby also give
you notice that your engagement un-
der the before mentioned Articles of
Agreement will terminate and be
wholly at an end on the

from which date you will cease
to be in the service of the said Go-
vernment.

(Signed) A. Arbuthnot

Secretary to Govt

Public Works Establishment

No. 31/57

PROCEEDINGS of the MADRAS GOVERNMENT.

Under date the 31st Oct. 1866.

Read the following

From the Supg Engr of the 3rd Div.

(Here enter No. 1821 - 18 Septr 1866.)

From Do - " — 2331 - 26 Octr 1866 -

will cease at the End of
twelve Months from the
date on which the Police
shall be delivered to
him, the Right Hon.
the Governor in Council
resolves to authorize the
Treasurer, on this Behalf
~~of the Chief Secretary~~ Engineer
of the 3rd Div. to take
Measures for having such
Police legally sworn
Not Peigers -

3. The Police should
be in the accompanying
form, and should be
dated on the day
of the Date on which
the Police is issued by
the Sub Inspector in the
Castlepark District, who can
read, write, and understand
English, & will instruct
& swear one Half of the
Other Peigers, and to return
the other Part with a Memo-
-randum of the Service Endorsed
on

4. The Police Magistrate
to whom the Police is issued
shall keep a Register
of the Police issued by him
in this Place, and shall
enter therein the Name
of the Person to whom
each Police is issued, the
Day of the Month on
which it is signed by the
Inspector Engineer &c.

5. The Police should be filled up
with the Date on which
twelve Months expire from
the day of the date on
which Service is effected.

6. Each Police should be Written
on the Police in this Form
or if in the following Form

"Personally served the
Original, of which this is a
Duplicate, on the within
named John Peigers on the
— day of — 1866."

7. The Police Magistrate should
be written immediately after
the Service is effected, and
should be on the Signature
of the Party who served
the Police.

8. The Police should be filled up
with the Date on which
twelve Months expire from
the day of the date on
which Service is effected.

~~And Each should be Written~~
~~on the Police in this Form~~
~~or if in the following Form~~
~~Personally served the~~
~~Original, of which this is a~~
~~Duplicate, on the within~~
~~named John Peigers on the~~
~~— day of — 1866."~~
~~7. The Police Magistrate~~
~~to whom the Police is issued~~
~~shall keep a Register~~
~~of the Police issued by him~~
~~in this Place, and shall~~
~~enter therein the Name~~
~~of the Person to whom~~
~~each Police is issued, the~~
~~Day of the Month on~~
~~which it is signed by the~~
~~Inspector Engineer &c.~~

To the Right Hon. the Earl of Belmore
" Earl of Belmore
Dec 6 1866 Belfast

P. Dr 1873 & Oct 10

Rec: of Govt for Oct

Rec 3459

Rec: p the Madras Govt

for 2 3/4 Octs/73.

Bizgore, Oct. 10th 1873

Received notice from Civil

Engineer Cuddapah Dist, for

terminating his connection with

the public service.

Oct 96 & 592