

No. 1632 W. 28. 6. 86.

No. 1675 W. d/2^d July 1886.

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Contn of G.O.
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No. 1632 W. d/2^d
No. 1632 W. 8/28-6-86.
28/6/86.

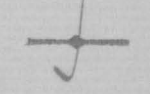
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① Mch 4894 ✓

Govt. of (1886) Madras.

MARINE.



S.D.C

6733

Issued

Recd. 25/6/88

Encl.

G.O., 12th June 1886, No. 300.

B. No. 1675 W. d/2^d July 1886

JUNE.

Dredgers.

Communicating to the Master Attendant and the Public Works Department, letter from the India Office forwarding copy of the agreement with Mr. Cockburn, who has been engaged to superintend the working of the — sent to Madras.

C. S. for I. ✓ Des
C.S. for I. 2/7/86
O.S. 163/6.
28.6.86. R. 1.7.86

[Signature]
12/7.

O.S. 140/6.

See in Contingency
Order in R.R. 16/7

12TH JUNE 1886, No. 301, MARINE.

GOVERNMENT OF MADRAS.

MARINE DEPARTMENT.

READ—the following paper:—

From S. M. COCKBURN, Esq., to the Chief Secretary to Government, dated Royal Hotel, Madras, 7th June 1886.

I have the honor to report my arrival in Madras, under an engagement with the Right Honorable the Secretary of State for India, for the purpose of inspecting the dredgers at the different ports in this Presidency, and submitting such recommendations for their proper working as may be deemed necessary. I have this day called upon the Master Attendant, Madras, and he advises me in the first instance to proceed to Negapatam and inspect the Bruce's dredger at that port, in view to my reporting on her working, on which I have to solicit the orders of Government. I have also to state that according to my agreement I am to draw a salary of Rs. (525) five hundred and twenty-five per calendar month, besides travelling allowance according to the Indian Regulations, and the charges, I am informed by the Master Attendant, will, in all probability, be met from Port funds. My pay counts from 1st May last, and, as I am in want of funds, I beg that the Accountant-General may be authorized to disburse my salary for May, as well as acquaint me with the travelling allowances I may be entitled to. I have to solicit that orders may be wired, so that no time may be lost in my proceeding to Negapatam, and being placed in funds which I am in want of.

ORDER—dated 12th June 1886, No. 301, Marine.

Mr. Cockburn's proposal to proceed to Negapatam to inspect the Bruce's dredger there is approved.

2. The Accountant-General is authorized to pass Mr. Cockburn's salary, at Rs. 525 per mensem, from the 1st May 1886, and to admit him to the travelling allowances to which he may be entitled under the rules.

3. Mr. Cockburn will in future submit all communications to the Government through the Master Attendant.

(True Extract.)

E. F. WEBSTER,
Chief Secretary.

To the Master Attendant, Madras.
„ the Accountant-General.
„ S. M. Cockburn, Esq.
„ the Public Works Department.

Exd. T. O'Connor.

From,

The Superintending Engineer,
Fourth Circle.

To,

The Chief Engineer,
P. W. Department.

Dated 22nd }
Recd 22 } June 1886.

No. 225.

No. 1674 W. d. 2nd July 1886.

Order gutters and masonry
drains to Upper Norwood
Ootacamund.

Inform that the
Military Secretary to
H. E. the Governor has
intimated that the
extra work of — has
been sanctioned by
H. E. the Governor,
being charged to Memo No. 37. Unfore-
seen Contingencies.
Entire R.R. 16/7

048. 140/6.

No. 1632 W. d/ 28 June 1886

Gobt. of (1886) Madras.

MARINE.

Recorded.

Sigd. J. S. W.

Issued

Recd.

Encl.

G.O., 12th June 1886, No. 301.

B. No. 1632 W. d/ 28 June 1886

JUNE.

S. E. D. f
Ch. Engr for Sur.

Dredgers.

Approving Mr. Cockburn's proposal to proceed to Negapatam to inspect the Bruce's dredger there, and issuing certain instructions to the Accountant-General with reference to Mr. Cockburn's salary and travelling allowances.

With orders

12TH JUNE 1886, No. 300, MARINE.

GOVERNMENT OF MADRAS.

MARINE DEPARTMENT.

READ—the following paper :—

From Major-General A. JOHNSON, Military Secretary, India Office, to the Secretary to the Government of Madras, Military Department, dated India Office, 5th May 1886, No. M. 4003.

I am directed by the Secretary of State for India in Council to forward herewith a copy of the agreement with Mr. Cockburn, who has been engaged to superintend the working of the dredgers sent to Madras.

2. A despatch on the subject will follow.

3. Mr. Cockburn proceeded to Madras on the P. and O. Company's steamer which left on the 5th May.

ENCLOSURE.

ARTICLES OF AGREEMENT made the first day of May, One thousand eight hundred and eighty-six, between SIDNEY MANTHORP COCKBURN, of No. 9, Victoria Chambers, in the City of Westminster, of the first part, and the SECRETARY OF STATE FOR INDIA IN COUNCIL of the second part.

WHEREAS the Secretary of State for India in Council has engaged the party of the first part to serve Her Majesty in India in the capacity, for the period and at the salary hereinafter mentioned. Now these Presents WITNESS and the parties hereto respectively agree as follows :—

1. That he the party of the first part will, as soon as he may be directed by the Secretary of State for India in Council, proceed to Madras, for which purpose he will be provided with a first class passage but not hotel accommodation or any other expenses incurred at sea or on land in the course of his transit.

2. That he will on arrival at Madras report himself to the Government there, and will submit himself to the orders of the Government and of the officers and authorities under whom he shall be placed; and will remain in the said service for the period of nine calendar months from the date of these presents. Provided always that unless he the party of the first part shall receive notice in writing from some authorised officer of the Government one calendar month before the expiration of the said period of nine calendar months that Government no longer requires his services, he will continue in the service of the Government in India upon the like terms and conditions as are hereinafter contained either until the expiration of three calendar months from the time when he shall receive from some authorised officer of the Government a notice in writing that the Government no longer requires his services or until the expiration of a period of three years from the date of these presents whichever event shall first happen.

3. That he will employ himself honestly efficiently and diligently, under the orders and instructions of the officers under whom he shall from time to time be placed, in setting to work and working certain dredgers belonging to the Government and in giving all necessary instructions to such persons as may be specified for the working repairing and management of the same and will do all things which may be required of him or which are necessary to be done in respect of the matters aforesaid and will make himself in other respects generally useful as may be required of him; and that he will, whenever required, proceed to any other part of India and there perform such or the like duties.

4. That he will not on any pretence absent himself from his duties without having first obtained the permission of Government, or its authorized officers, or, in case of sickness or inevitable accident without forwarding a medical certificate satisfactory to the officers aforesaid.

5. That he will devote his whole time to the duties of the service and will not, on his own account or otherwise, either directly or indirectly carry on or be concerned in any trade or business whatsoever.

6. That he will when required take upon himself the responsible charge of Government money and stores and will truly and faithfully account for and pay over or deliver to the proper person all money goods and stores which shall at any time come to his hands or be under his charge on account of Government.

7. That he will conform to all the rules and regulations of the department of the Government service to which he may be attached, and will obey all such orders and directions as he shall from time to time receive from any authorized officer of the Government.

8. That should he be guilty of any misconduct or of any breach or non-performance of any of the provisions of these presents it shall be lawful for the Government or their officers having authority for that purpose immediately and without any previous notice to discharge him from the service.

9. That if the party of the first part shall observe and comply with all the provisions of these presents there shall be paid to him for such a time as he shall be actually in the service and perform his duties a salary at and after the rate of Rupees Five hundred and twenty-five per calendar month. And there shall also be paid to him on account of any travelling which he may be required to undertake in India such travelling expenses as he may properly incur in accordance with Indian Regulations.

10. That the salary from time to time payable to the party of the first part shall be payable monthly in India commencing from the date of these presents and ceasing on the day of his quitting the service or on the day of his discharge therefrom or on the day of his death, if he shall die whilst therein.

11. That if at the expiration of his service under these presents the party of the first part shall at all times have performed his duties to the satisfaction of the Government or if he shall be compelled by ill-health not brought on by his own neglect or carelessness or misconduct (of which the certificate of the proper medical officers of Government shall be conclusive) to quit such service and shall actually quit the same in India and up to that time shall have performed his duties to the satisfaction of Government he shall be provided with a free first class passage to England provided that he claims such passage within three months from the determination of his service and leaves India within that time, and otherwise as Government may direct.

12. That if the party of the first part shall be guilty of any misconduct or of the breach of any of the provisions herein contained whereby he shall be subject to dismissal, he will pay to Government a sum equal to one year's salary in respect thereof, and that if he shall absent himself from the said service without first obtaining permission as aforesaid or in case of sickness without forwarding a proper medical certificate to the officer under whom he shall for the time being be placed he shall pay Rupees ten per diem for every day he shall be so absent; and that if he shall at any time quit the service without the permission of the Government, he will pay Rupees ten per diem for every day between the day when he shall so quit the service and the day when his said service would have expired and that all these said several sums shall become due and be paid by the party of the first part as and by way of liquidated damages and shall upon demand be paid by him to such person as may be directed by Government to demand the same. Provided nevertheless that it shall be lawful for the Government to deduct the same out of any money which may be payable to the party of the first part on any account whatever.

13. That in any payments made in Great Britain under these presents notwithstanding any rule to the contrary, the rate of exchange between England and India annually fixed by the Secretary of State for India in Council in communication with the Lords Commissioners of the Treasury shall be observed.

14. That the proceedings, letters and reports of the Governor-General of India in Council, or of any of the Local Governments and of all other the officers and agents of Government, or any copies thereof or extracts therefrom which shall be sent to the Secretary of State for India in Council, or to any officers or servants in the Indian service of Her Majesty in England or elsewhere, in any way relating to the sums of money to be paid or allowed to the party of the first part or to his conduct, or in any way relating to the premises shall be received as conclusive evidence of any matter therein contained in any action or in any legal proceedings by or between the parties to these presents, or in any way relating thereto.

IN WITNESS whereof the said Sidney Manthorp Cockburn and Sir Frederick James Halliday, K.C.B., and John Richard Bullen Smith, Esq., C.S.I., 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 Party of the first part in the presence of } S. M. COCKBURN.

J. W. H. JAMES, Civil Engineer,
9, Victoria Chambers, Westminster, S. W.

Signed by the above named two Members of the Council of India in the presence of } F. J. HALLIDAY.
J. R. BULLEN SMITH.

W. H. TREASURE,
India Office.

No. 3278.

Transferred to the Marine Department.

(By Order.)

OOTACAMUND,
1st June 1886.

(Signed) A. KENNEY-HERBERT, Lt.-Col.,
Secretary to Government.

ORDER—dated 12th June 1886, No. 300, Marine.

Communicated to the Master Attendant and the Public Works Department.

(True Extract.)

E. F. WEBSTER,
Chief Secretary.

To the Master Attendant, Madras.
" Public Works Department.
" Accountant-General.

Exd. A. Raitt.

Gobt. of (1886) Madras.

MARINE.

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G.O., 12th June 1886, No. 300.

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GOVERNMENT OF MADRAS.

MARINE DEPARTMENT.

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9, Victoria Chambers, Westminster, S. W.

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W. H. TREASURE,
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(Signed) A. KENNEY-HERBERT, Lt.-Col.,
Secretary to Government.

ORDER—dated 12th June 1886, No. 300, Marine.

Communicated to the Master Attendant and the Public Works Department.

(True Extract.)

Justin M. Herbert
Chief Secretary.

To the Master Attendant, Madras.
" Public Works Department.
" Accountant-General.

Exd. A. Raitt.

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[Signature]
28/6/86

[Signature]
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C. S. for J. ✓
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O.S. 149/6.
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(14) Mch 4894 ✓

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