

(1) பக்கங்களின் எண்ணிக்கை

17-32

(2) புதுக்கித் திருப்பிய நாள்

(3) ஆதாரங் குறிப்பவர் சுருக்கொப்பம்

தமிழ்நாடு ஆவணக் காப்பகம்.

தமிழ்நாடு அரசு

பெ.உ. துறை

அரசாணை எண். 66

மு. கோப்புத் தரள் எண். 22 1-1889

அச்சகம்

பலவகை

நாள் :

1989

மதிக்கலோ ஊன்படி கையாளலோ கூடாது.

ஆவண. கா. 1-18,006-6-9-90.

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ORDINARY, MS.

DEPARTMENT.
 G.O., DATED 22-1-89
 No. 66.

When given for copying

[Despatch Abstract.]

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 Press-

BACK PAPER, No.

OF 188

FURTHER PAPER, No.

OF 188

READ AGAIN ORDER OF GOVERNMENT, dated
188 , No. , MISCELLANEOUS.

Sept 23/1887

ENCLOSURE.

CURRENT No.

STATEMENT WITH DITTO

ORDER OF GOVERNMENT

A A

STATEMENT WITH DITTO

PAPERS NOT FILED UP, BEING MEANT FOR DESPATCH
IN ORIGINAL (not paired).

N.B.—

A = Copy in full.
B = Not to be copied.
P = Copy abstract only.
Q = Copy heading only.

19 Aldane Road,

Fulham, S.W.

27th September, 1888.

Sir,

With reference to your letter of the 30th ultimo (J. and P. 1150), and my subsequent appearance, as therein directed, before the Medical Board on the 4th Instant, I beg to invite your attention to the following considerations.

The medical examination in question resulted, I am informed, in the Board reporting themselves unable to certify that I am at present in a fit state of health to return to duty. In your letter previously referred to it is stated that Viscount Cross cannot in any case grant me a further extension of leave. I am at present on leave without pay, and the leave granted to me expires in India on the 9th proximo.

Under these circumstances, seeing that I am now thrown entirely upon my own resources, it having been held that

that under my agreement I am not
entitled to sick leave, and seeing—
moreover that it is extremely uncertain
when I shall be fit to return to duty,
if indeed it may not be said to be
problematical whether my constitution
will ever be able to withstand the
Indian climate, I respectfully venture
to ask if Government will be pleased
to waive the proviso in clause 12 of
my agreement as to quitting the—
service in India, and will refund
to me the cost of my passage to—
England (which expense I myself
had to bear), and permit me now to
quit the service under the said clause.

I have &c.

(Signed) W.P. Brown.

The Under Secretary of State
for India

N^o 7

Copy letter from Mr. W. P. Brown
dated 27th Sept^r 1888.

Referred to in Public Despatch to
Madras, N^o 12, dated 18th Oct^r 1888.

In Public N^o 3882/88

Received 7 November/88

1582.

Public.

N^o 12.

Dated 27th September 1888.

His Excellency,
The Right Honorable,
The Governor in Council,
Fort St George.

1880
India Office.
London. 18th October 1888.

My Lord,

With reference to
Your Excellency's telegram
of the 9th of August last, I
transmit copy of a letter
from Mr. W. P. Brown,
Deputy Superintendent of
the Government Press at
Madras, resigning his
appointment. In consideration
of the circumstances of his
case, I have granted to Mr.
Brown the sum of £35-8-4
on account of his return
passage to England. This
sum is the equivalent, at
the official rate of exchange,
of Rs. 500 which I understand
is the cost of a first class
passage

157
passage from Madras to this
country.

2. Your Excellency requests
me to select and appoint an
efficient successor to Mr
Brown - but before taking
any steps in this matter,
I desire to know whether
your Government thinks that
any modification should be
made in the terms or
conditions under which Mr
Brown was appointed.

I have the honor to be,

My Lord,

your Lordship's most obedient
humble servant,

Lions.

10/8/88 No 6502 OR.

27/3/88 No 319 Ins

9/8/88 No 296 Ins

No 6

Public

Public

18th October 1888

Referred to the Supt, Govt Press
for early remarks, with reference
to G.O. 2 Feby. 1887. no 167. Public

The

Letter to Fort St George

No 12

From,

The Rt Honble

The Secy of State for India

Recd 10 Nov/88

Encls: 1.

Forwarding copy
of letter from Mr Brown, Dy Supt,
Govt Press, resigning his appointment
and requesting ^{certific} information
regarding the appointment of his
successor.

receive one hundred and fifty
pounds sterling to provide for
suitable necessaries and to
travel from England to
Madras.

of Fort Saint George, and will
submit himself to the orders
submit himself to the orders

Articles of Agreement made

between

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 term 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
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 space of five years from the date of his reporting his arrival at Madras as aforesaid unless he shall quit the service with the permission of the Government.

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 as Deputy Supt. and Compositor of the Govt. Press at Madras in which capacity he will discharge all duties appertaining to that office and also all such duties as are discharged by persons holding similar situations in India, and do all things which may be required of him or which are necessary to be done in his capacity as aforesaid, and will make himself in other respects generally useful as may be required of him, and that he will whenever required proceed

Superintendent of the Government Press,

[delete]

the Superintendent of the Government Press.

to any other part of India and there perform such or the like duties, and that he will do his best to instruct in the mysteries of his art the natives and others who may be placed under him or may be working with him.

4. That he will not on any pretence absent himself from his duties without having first obtained the permission of Government or its authorised 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 Govt. 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 belong and will obey all such orders and directions as he shall receive 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 unless he the party of the first part shall receive notice in writing from some authorized officer of the Government, six calendar months before the expiration of the said term of five years that Government no longer requires his services or unless he shall give notice

in writing to the Government six calendar months before the expiration of the said term that he is desirous to put an end to his service under these presents he will continue therein upon the like terms and conditions as are herein contained until the expiration of six 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.

(a) 10. 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 rates following, viz., three hundred and thirty three rupees, five annas and four pies per mensem for the first year, three hundred and seventy five rupees per mensem for the second year, and four hundred and sixteen rupees ten annas and eight pies per mensem for the third fourth and fifth years and

and any subsequent year.

No alteration or increase in the rate of salary shall be made at the end of the first or any other year unless and until the officer under whom he may be placed shall certify that he has performed his duties to the satisfaction of such officer.

11. 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 his reporting his arrival at Madras as aforesaid 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.

12. That if at the expiration of the said term of five years 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

Superintendent of the Government Press,

11. That during the said term of five years, the Govt of Fort Saint George may grant the said party privilege leave under the rules in force, and may grant him sick leave not exceeding six months, on production of the necessary medical certificate of the proper medical officers of Government.

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.

13. That in case the Government shall retain the party of the first part in the service after the expiration of the said term of five years the period served by him under these presents (commencing only from the date of his joining his appointment in India) shall count as service towards leave and pension under the Uncovenanted Service Leave and Pension Rules, but that the Government shall have the right of modifying the said Rules from time to time at its

sole discretion and the party of the first part shall have no claim (except subject to such modification) to the benefits of either Code of Rules as it stands at the day of the date hereof and in case of dispute as to the interpretation of any of such rules or otherwise howsoever the decision of the Secretary of State for India in Council shall be conclusive.

14. 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.

15. 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.

16. 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 con-
clusive evidence of any
matter therein contained
in any action or in any
legal proceedings by or
between the parties to these
present or in any way
relating thereto.
In witness whereof
the said

and
being two members of the
Council of India have
hereunto set their hands
the day and year first
above written.

No. 2940

Govt. Press, Madras
28th November 1888

office note

As desired in Reference on Public Current No. 3880 of 17th November 1888, the Superintendent of the Govt. Press states that he has drawn up a draft Agreement showing the alterations he considers necessary in the agreement embodied in G. O. dated 2nd February 1887, No. 167 Public. He has also referred to the agreements entered into by Mr. Keys and himself.

2. The change proposed in para 1 was in the former agreements and is preferable to passage being secured by the Secretary of State and £50 only being given, particularly if the Deputy Superintendent is a married man.

3. The wording in para 2 has also been taken from the former agreements.

4. Para 3. the same.

The words "and Compositor" is misleading and unnecessary.

5. Paras 4 and 10 (b) the same.

6. The new para (11) is an important one and states the leave to be given during the five years. As the agreement stands no leave can be obtained by the Deputy Superintendent during the five years without forfeiture of pay - a great hardship especially when the person is unable to attend to his duties through illness, and the undersigned strongly recommends its insertion

As regards the selection of a Deputy Superintendent, the undersigned would suggest the Secretary of State be advised to obtain a suitable person in the present employment of a large firm. Mr. Keys and the undersigned were engaged from the

firm of Messrs. Lye and Spottiswood, Her Majesty's Printers, London. A practical printer is required, and no exception should be taken if the person recommended is from 28 to 35 years of age.

Public Current no. 3880 is herewith returned.

R Hill
Superintendent

To

The Chief Secretary
to Government

From

THE SUPERINTENDENT,

GOVERNMENT PRESS,

To

The Chief Secretary
to Government

Dated 28th

Received

November, 1888.

No. 2940

ENCLOSURE.

Subject.

Submitting Agreement
embodied in G.O. 3 2nd Feby 87
no. 167 Public with additions
and alterations -

on the point of passage money
I prefer the original draft,
without Mr. Hill's alterations.
On that of leave, I think it
proper enough that officers engaged
on covenant for limited periods
should not get furlough or similar
leave with allowances, but that
they should be eligible to privilege
leave under the rules of the Code,
& I would suggest this to the
Govt.

Mr. Hill's minor corrections need
not be noticed.

The clause about dispensing
with services should be inserted as
proposed. It had best be done
by the addition of a few words
to cl. 8.

M.H.
1 Jan

(Under para 4 of the agreement)

For orders.

Before appointing a successor
to Mr. Brown, late Dy. Supt.
Govt. Press, the Secy. of State
wished to know if the terms
and conditions under which
Mr. Brown was engaged should
be modified in the case of
his successor. The Supt. Govt.
Press, to whom the despatch
was referred for remarks,
suggests two important changes,
among others. The first relates
to the passage money to India
which he proposes should be
as in his own ^{Mr. Key's} case £150
(G.O. 19 June 1874. no 676 Public
19th Aug. 1869. no. 1165 -)

The other recommendation
is as regards leave allowances
during the five years' covenant.
This is opposed to the Secy.
of State's ^{Decision} in G.O. 3rd Aug.
1888 no. 595 Furl. and 18 Aug '88
no. 487 Furl.) The first might
be a small sum per month as
a matter of grace but this need
not be put in the agreement
by Mr. Hill's proposal in regards
a lump sum in lieu of passage
money, to be accepted, then should it

is submitted to a provision
undering the employe liable
to refund it if his service
terminates for any cause
within a certain period, say 3
years from date of his engage-
-ment. £150 seems too much

In the letter for orders in f.o.
9 Aug 88 it was pointed out
796

That Mr. Brown's agreement
did not provide for a right
to dispense with his services
within the 5 years of his
contract if he became, in
the opinion of Govt., unfit to
discharge his duties. The
new agreement also, it is sub-
mitted gives Govt. this power.

There does not seem much
objection to the verbal alter-
-ations proposed by Mr. Hill
in paras 2, 3, 4 & 10 of the agree-
-ment.

21 Dec.
W.S. Meyer

Engagement for Govt.
for the Govt. Press

£100 should be
enough though £50 for outfit
& £50 for passage. Govt. do
not concern themselves as
to whether men are insured
or not &c.

& nothing
&c.

22ND JANUARY 1889, No. 4, PUBLIC.

PUBLIC DEPARTMENT.

LETTER—to

THE RIGHT HONORABLE THE SECRETARY OF STATE FOR INDIA.

MY LORD,

We have the honor to acknowledge receipt of your Lordship's Despatch, No. 12, Public, dated 18th October 1888, inquiring, with reference to the appointment of a successor to Mr. Brown, late Deputy Superintendent, Government Press, Madras, whether any modification should be made in the terms or conditions under which Mr. Brown was appointed.

2. In reply, we have the honor to recommend the following additions, suggested by Mr. Brown's case, to the agreement under which he was appointed, and which was communicated to us with your Lordship's Public Despatch, No. 1, dated 6th January 1887:—

(1) The addition after Clause 8 of the words:—"Should he, before the expiration of the said term of five years, become from any other cause unfit in the opinion of Government to discharge his duties, he may be discharged in like manner."

(2) The addition before Clause 13 of the words:—"That during the said term of five years, the party of the first part shall be eligible to privilege leave under the rules of the Civil Leave Code applicable to the Uncovenanted Branch of the Service."

We have the honor to be,

My Lord,

Your Lordship's most obedient, humble servants,

(Signed) CONNEMARA.
(") H. E. STOKES.
(") J. H. GARSTIN.

FORT ST. GEORGE,
22nd January 1889.

Exd. A. Raitt.

C. 81/12.
R. 4/1

GOVT. OF FORT ST. GEORGE.

PUBLIC (1889) DEPARTMENT.



PROCEEDINGS OF THE MADRAS GOVERNMENT.

READ the following paper

Cuo. 3880 Desp. from S. of S. 18 Oct '89
— 4129 Office note from Supt. Gen. Secy

Order 22-1-89: ho. 66.

LETTER to the Right Honorable
the Secretary of State for
India.

Dated 22nd January,

No. 4 of 1889.

By Mr. Brown's resignation
of the service will be commd
to the Accountant General.

2. The following letter
will be addressed to the
Rt Hon. the Secy. of State:
(H.E. Despatch to Secy of S)

16/1

To the Accountant General Desps 23/1/89

16/1

Replying to His Lordship's inquiry with reference
to the appointment of a successor to Mr. Brown,
late Deputy Superintendent, Government Press.