

ORDINARY, MS.

Public DEPARTMENT.	
G.O., DATED	6-2-98.
No.	90.

INDEXED.

When given for copying.

[Despatch Abstract.]

Granting the Proprietor
of the School of the
Sunderland School of
the Dr. Com. Rajah.
mundy permission
to publish information
in connection with the
Local Funds matter.

7TH JANUARY 1893, No. 7, POLITICAL.

GOVERNMENT OF MADRAS.

POLITICAL DEPARTMENT.

READ—the following paper:—

From H. B. GRIGG, Esq., M.A., C.I.E., Resident in Travancore and Cochin, to the Chief Secretary to Government, dated Trivandrum, 9th December 1892, No. 1.

With reference to G.O., dated 10th November 1892, No. 631, Political, I have the honour to forward a letter from the Diwan of Travancore, requesting that application may be made to the Secretary of State for a qualified medical man for the office of Surgeon to the Nayar Brigade. In a subsequent communication the Diwan has asked that the officer selected may be examined by a Medical Board before he is finally engaged (*vide* G.O., dated 20th April 1891, No. 207, Political).

2. The draft agreement to be entered into by the officer selected, as well as that of the agreement to be subsequently executed should it be mutually agreed that the term of service should be extended in Travancore service after the lapse of the first six years of service, are appended to the Diwan's letter.

3. I have suggested to the Travancore authorities that the officer selected should be sent for a course at the Royal Hospital, Netley, before his departure for India, and am authorized to state that the Maharajah's Government would be extremely obliged if such an arrangement could be made, as they deem that the officer selected should be as well qualified as possible for the charge of native troops before his arrival in Trivandrum.

4. I would also suggest that the officer, on arrival in India, may be permitted for a short time to take part in the work of the General Hospital, Madras, before proceeding to Travancore. Such a course will, I know, be much approved by the Durbar. I consulted Deputy Surgeon-General MacVittie on the subject when he came here recently on tour, and he expressed a strong opinion in favour of the proposal, as he remarked that young Surgeons from home, until they have had experience in native hospitals, are very apt to make egregious mistakes in the management of the diet, &c., of hospital patients.

5. In conclusion I would strongly support the request of the Durbar, that Surgeon-Captain Thomson may be left in charge of the Brigade until his successor arrives. His removal prior to that event would unquestionably cause serious inconvenience.

6. I have omitted a paragraph in the Diwan's letter relating to selection of an officer for the Residency Surgeonship, as the matter only indirectly concerns the appointment now contemplated.

ENCLOSURES.

From the Diwan of Travancore, to the British Resident of Travancore and Cochin, dated Trivandrum, 2nd December 1892, No. 7874—M.-2728.

I have duly submitted to His Highness the Maharajah your confidential letter, No. C.-2—92, dated the 19th ultimo, and am commanded to ask you to be good enough to convey to His Excellency the Right Honorable the Governor in Council His Highness' thanks for His Lordship's kindness in offering to select a medical officer for the Travancore service through Her Majesty's Secretary of State for India—an offer which is gladly accepted.

2. It is, of course, quite understood that the British Government acts in this case only as an intermediary, incurring no obligation or responsibility either to the officer selected or to this Government, and the officer himself may be given to understand that he will be entirely a servant of the Travancore State, with no claims of any kind upon the British Government, either in India or England.

3. I enclose drafts of two agreements—the one marked A to be entered into for a period of six years (the term for which European officers of the State are usually engaged), and that marked B merely to show the terms on which the second agreement will be concluded, if at the end of six years both parties are agreeable to a renewal of the engagement. But it should be distinctly understood that there is no obligation on either side to continue the engagement after six years.

4. I have said nothing about the 100 rupees to be paid for the charge of the Residency, as this Government has no concern in that matter beyond permitting the officer to take up those duties without detriment to his own.

5.

6. I beg to express the hope that His Excellency the Right Honorable the Governor in Council will find it convenient to allow Surgeon-Captain Thomson to remain in the Travancore service till he is relieved by the officer to be selected by the Secretary of State. If he is recalled earlier, this Government will find it almost impossible to find a suitable successor temporarily.

A.

AGREEMENT made the _____ between _____ of the one part, and the Diwan of Travancore, as representing the Government of His Highness the Maharajah of Travancore, on the other part.

Whereas the Government of His Highness the Maharajah of Travancore has engaged the party of the first part to serve the Government of His Highness the Maharajah of Travancore as Medical officer of the Nayar Brigade, or in any other capacity as a medical man, for the term of six years from the date of his reporting his arrival at Trivandrum, and subject to the conditions herein contained. Now these presents witness and the said parties hereto respectively agree as follows:—

1. That the party of the first part will, on being provided with the sum of (84) eighty-four pounds for his passage to Trivandrum, proceed thither within such time as may be prescribed by the Diwan of Travancore.

2. That the party of the first part will on arrival at Trivandrum submit himself to the orders of the Government of Travancore and of the officers and authorities under whom he may be from time to time placed by the said Government, and that he will at all times obey the rules prescribed for the time being for the regulation of the branch of the public service to which he may belong.

3. That the party of the first part will devote his whole time to the duties of the service, and will not engage, directly or indirectly, in any trade, business or occupation on his own account; and that he will not (except in case of accident or sickness certified by competent medical authority) absent himself from his said duties without having first obtained permission from the said Government or its authorized officers.

4. That the party of the first part will not relinquish the services of the Travancore Government during the said term of six years unless he shall have given the said Government six months' previous notice in writing of his intention to do so, and that if he shall relinquish the said service within a period of six years from the date of his reporting his arrival at Trivandrum (whether after having given notice or otherwise), he will forthwith on demand pay to the Government of Travancore the sum of (84) eighty-four pounds (being the cost of his passage to Trivandrum).

5. That from the date of the party of the first part reporting his arrival at Trivandrum, the Government of Travancore will pay him, so long as he shall remain in the said service and actually perform his duties, a salary at the rate of four hundred and fifty rupees per mensem and rising by biennial increments at the rate of fifty rupees per mensem to a maximum of five hundred and fifty rupees at the end of four years from the date of arrival in Trivandrum. Provided that the first increment of (50) fifty rupees due under this agreement will not be paid unless the party of the first part passes a colloquial examination in Malayalam or Tamil to the satisfaction of the said Government of Travancore. If he fails to pass it at the end of two years from date of joining the service, the first increase will take effect only from the end of the fourth year.

6. That the Travancore Government further agrees to pay house-rent at fifty rupees per mensem during the whole time he shall continue in its service.

7. That during the absence of the Durbar Physician on leave or on circuit or special duty, the party of the first part shall, if required to do so, perform in addition to his own the duties of that officer in whole or in part as the said Government of Travancore shall direct, and be paid on that account a maximum allowance of two hundred and fifty rupees per mensem for the period he does such additional duty, but shall not be allowed a carriage or carriage allowance or other privilege.

8. That the said Government may at any time dispense with the services of the party of the first part on giving him six months' previous notice, and may at any time discharge him from their service without notice in the event of misconduct on his part or of a breach by him of any of the conditions hereinbefore specified.

9. That if the party of the first part be compelled by ill-health (certified to the satisfaction of the said Government) to give up the said service within six years from his reporting his arrival at Trivandrum, or if the said Government dispense with his services within the said period of six years on grounds other than those of misconduct on his part or breach of engagement, the Government will provide him with a passage back to England at the public expense.

10. That during the period of this engagement the party of the first part shall be governed by the General Leave Rules of the State, in regard to leave and leave allowances.

In witness whereof the party of the first part and _____ for and on behalf of the Diwan of Travancore of the other part have hereunto set their hands the day and year first above written.

B.

AGREEMENT made the _____ between _____ of the first part and the Diwan of Travancore as representing the Government of His Highness the Maharajah of Travancore of the second part.

Whereas the agreement dated _____ under which the party of the first part entered the service of the Government of His Highness the Maharajah expires on _____ and both the contracting parties desire to renew the engagement. Now these presents witness and the said parties hereto respectively agree as follows:—

1. That the party of the first part will continue to serve the Government of His Highness the Maharajah as the Medical officer of the Nayar Brigade or in any other capacity as a medical man performing as heretofore all special and general duties that may devolve on him in that capacity.

2. That the party of the first part will, at the end of six years, from the date of his joining the service in Trivandrum, receive during the time he shall actually perform his duties a salary of six hundred rupees per mensem to be raised to a maximum of Rupees seven hundred and fifty by biennial increments of fifty rupees.

3. That in addition to the salary above specified, he will as heretofore receive house-rent at fifty rupees per mensem.

4. That during the absence of the Durbar Physician from Trivandrum on leave or on circuit or special duty, the party of the first part shall, if required to do so, perform in addition to his own duties the duties of that officer in whole or in part, as the said Government of Travancore shall direct, and be paid on that account a maximum allowance of two hundred and fifty rupees per mensem for the period he does such additional duty, but shall not be allowed a carriage or carriage allowance or other privilege.

5. That the party of the first part will submit himself to the orders of the Government of Travancore and of the officers and authorities under whom he may be from time to time placed by the said Government, and that he will at all times obey the rules prescribed for the time being for the regulation of the branch of the public service to which he may belong.

6. That the party of the first part will devote his whole time to the duties of the service and will not engage directly or indirectly in any trade, business or occupation on his own account and that he will not (except in case of accident or sickness certified by competent medical authority) absent himself from his said duties without having first obtained permission from the said Government or its authorized officers.

7. That leave of absence will be granted whenever claimable under this agreement, provided the party of the first part does not apply for it when the Durbar Physician is on leave. Sick leave on proper medical certificate will, however, be granted without reference to this condition.

8. That leave of absence for one year will be grantable to the party of the first part after seven years' actual service reckoning from the date of his joining the service of the said Government of Travancore; for another year after a further actual service of six years; and for a third year after actual service of four years more. If the party of the first part requires leave at intervals different from those thus specified it will be grantable proportionately. Sick leave on proper medical certificate will be granted at any time irrespective of the amount of leave at the credit of

the party of the first part according to the foregoing scale. The total extent of leave of every kind under this agreement shall not exceed three years for the whole period of service, and in no single instance shall leave be granted beyond two years.

9. That the party of the first part shall be paid absentee allowances at the following rates:—

One half the average of his substantive pay during the preceding three years if furlough be taken; and if it be sick leave on proper medical certificate, one-half his substantive pay at the time of taking leave, provided that if the sick leave exceeds a period of one year, the leave allowance shall be one-fourth of the substantive pay for the remaining period. If sick leave be taken in India, the allowance shall be paid monthly to the party of the first part; if out of India quarterly; the first quarter's allowance only to be paid in advance before leaving India, it being understood that that advance is not recoverable in case of death.

10. That the period of service entitling the party of the first part to pension shall reckon from the date of his arrival at Trivandrum, viz.—
Leave, as provided for in this agreement, if availed of, shall count as actual service for purposes of pension.

11. That when incapacitated for further service, as attested by a proper medical certificate, a retiring pension shall be granted to the party of the first part as hereunder stated:—

After seven and before ten years' service—(£127-15-0) one hundred and twenty-seven and shillings fifteen per annum.

After ten and before twenty years' service—(£173-7-6) one hundred and seventy-three, shillings seven and pence six per annum.

12. That after twenty years' service a pension of (£365) three hundred and sixty-five pounds per annum shall be granted without a medical certificate.

13. That in case of doubt or difficulty the British Resident shall be arbitrator.

14. That a copy of this agreement signed by both the contracting parties shall be retained by each of them.

In witness whereof the party of the first part and the Diwan of Travancore on behalf of the Government of Travancore have hereunto set their hands the day and year first above written.

ORDER—dated 7th January 1893, No. 7, Political.

The Secretary of State will be addressed.

2. Orders will be passed in the Public Department on the Resident's 4th and 5th paragraphs.

(True Extract.)


Chief Secretary.

To the Resident in Travancore
„ Public Department.

CURRENT NO.

1053

Govt. of (1893) Madras.

POLITICAL.

Issued

Recd. 14th Jan/93

Encl.

G.O., 7th January 1893, No. 7.

JANUARY.

Surgeon to the Nayar Brigade.

Directing that the Secretary of State be addressed regarding the selection of a qualified medical man for the office of — in the Travancore State.

Poly 0631210-11 92m
512-13 29 252m

Pub 620 23 52

of 19th January 1893 No. 81.

Referred to the Surgeon General for report.

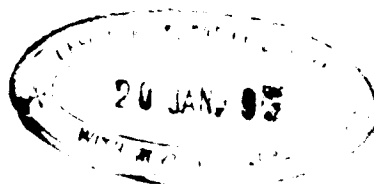
attention is invited to para. 2 of G.O. of 29th

Augt: 92, viz 512 Political

(By order)

W. H. G.
Asst Secretary

J. B.
18/1.



OFFICE OF SURGEON-GENERAL

WITH THE GOVERNMENT OF MADRAS,

Madras, 25 January 1893.

No. 81

From

SURGEON MAJOR-GENERAL W. F. DEFABECK, M.D.,

SURGEON-GENERAL WITH THE

GOVERNMENT OF MADRAS,

Madras,

To

THE Chief Secy: to Government
Public Department

SIR,

In returning the Political Department G.O. referred to me for report with your endorsement no: 81 dated the 19th January 1893, I have the honor to state that there is no departmental objection to the proposal contained in para 4 of the Residents' letter, that the officer selected by the Secretary of State for the office of Surgeon to the Nayar Brigade may on arrival in India be permitted to attend the General Hospital Madras for a short time before proceeding to Travancore. The training and experience which the new Surgeon is likely to obtain by this arrangement will certainly be of much use.

me to him in the discharge of the duties of his own appointment.

2. As regards para 2 of your Endorsement and para 5 of the Resident's letter, I have to state that the requirements of the Civil Department are such that the services of Surgeon Captain Thomson are not at present, specially needed and he may be allowed to remain in charge of the Brigade until his successor arrives.

I have the honor to be,
Sir,

Your most obedt. servant

W. H. H. Kent
S. M. Genl.

M Surgeon General
with the Govt. of Madras

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Public (1893) DEPARTMENT.

From

SURG. MAJOR-GEN. W. F. DEFABECK, M.D.,

SURGEON-GENERAL WITH THE

GOVERNMENT OF MADRAS.

Madras,

No.

Dated

Recd.

No.

Encls. one.

Subject.

Returning the Col. Deft.
G.O. referred to him with his
Encl. no. 81 of 19th Jan'y 93 and
stating that there is no Depart-
mental objection to the proposal
in para 6 of the Residents letter
under reference.

7.1.93. No. 7001: - for? to the
 G. of I., Home Dept, in connⁿ of
 para: 2 of this dept: letter No
 621 of the 3rd Sep: 92.

Surgeon Genl with copy of Ruls, & Political Dept.

Grüne
oder 6 Feb 93 K 91
13 Feb

The Surgeon General's letter will be couched to the Political Dept., which should take the necessary steps in view to the Medical Officer ^{referred to in para: 1} ~~correspondence~~ being directed to report himself to the Surgeon General on arrival at Madras. ^{1/2 hr}

2. These Pros: will be
 covered: for the information
 of the G. of I. - together with
 a copy of G.O. d/7.1.93, No:
 7 Political - in contn of
 para: 2 of letter from this
 dept No: 621 of the 5.9.92.

• READ AGAIN ORDER OF GOVERNMENT, DATED 7th May 1943 No. 7, Mysore.

ENCLOSURES

CURRENT No.

STATEMENT WITH DITTO.

ORDER OF GOVERNMENT.

LETTER OF GOVERNMENT.

STATEMENT WITH DITTO.

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

N.B.—

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

BACK PAPER, No.

FURTHER PAPER,

6-5-93

Regarding the Surveyor
for the Nagar Bazar,
Tadavacore.

A	A
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NO. 26.

To, The Honorable F. L. Price,

Chief Secretary to Government
Madras.

The humble petition of N. Kothundaramayya
Proprietor and Editor of the 'Luneek' and a
clerk of the District Court of Godavari humbly
sheweth, —

That your honors humble petitioner obtained
permission of the gracious Government of
Madras in its order no 406, dated 17.4.1888
to edit a journal.

2. That he has been editing the 'Luneek'
from the month of May 1890, bearing all costs,
the Trustee to ^{his} Association being unable
to pay the costs of editing the journal.

3. That the journal after two years
work could prepare the minds of a few
people to sympathise with the widows'
Cause and your petitioner performed two
widow-marriages last year and published

a few books for females.

4. The he being the sole person responsible for all costs of the journal, he believes that, by publishing, along with ^{and other social and moral subjects,} with widow-marriage subjects, news and notes regarding municipalities and local Boards affairs, his journal will have wide circulation and will be self supporting.

5. That he consulted some legal advisers who say that news and notes regarding municipal and local board affairs, do not fall under the head political.

6. That your humble petitioner therefore most respectfully prays, that your gracious honor may be so pleased as to grant him permission to publish news and notes regarding municipal

and Local Boards' affairs.

He humbly prays to remain,

most honorable Sir,

your most humble and obedient servant

N. Kothumbaramayya

Proprietor and Editor of the Lankette

and

clerk, District Court, Rajahmundry.

16th January 1898 }
Rajahmundry }