

E
Public (189*9*) Department.

ORDINARY MS.

G.O., No. *64*

Dated *17-1-88*

INDEXED.

[Despatch Abstract.]

*Passing orders in regard
to the renewal of engagement
of the first batch of Temporary Plague
doctors on certain conditions.*

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

Cno 726199 (A.S.)

Cno 2163999 = 50873 Pub
8-89

Cno 2466199 (S.S.)

R. Langley's
(Private practice)

Public (1898) Department.

CURRENT No. 3650

To await reply from the
Mysore Govt to Sd. No. 1379 Pub
of 15.11.98.

Cu
18.11.98
18/11/98

Order

Pub Clerk

The orders re Dr.
Baird's message to be
is viewing.

30/11/98

Telegram

From The Govt of India,
(Home)

No. 1609

Dated 17th November 98

Received } 18th Nov. 1898
Registered }

Enclosures

Spare copies

SUBJECT.

Sanctioning the
renewal of the services
of the first batch of
plague doctors on Rs
600 per mensem and
proposing certain altera-
tion in the form of agree-
ment with them.

BACK PAPERS.

G.O.	No.	Department.	Date.
	137980	Pub	15.10.98 and

FURTHER PAPERS.

G.O.	No.	Department.	Date.

do
Class.

INDIAN

TELEGRAPHS

Monthly
Number.

To
(Office)

From
(Office)

Words.

Day

Hour

Minute.

Official
Instructions.

To
(Person)

From
(Person)

number 1609 / medical + your
telegram 621 dated 8th
instant + government of India
sanction renewal of engage-
ment first batch plague doctors
on rupees 600 a
month + it is understood
increased salary will be
given after expiration of
nine months + form of
agreement may be altered
as proposed + government of
India + desired that agreement
should also be framed
to make it incumbent
on the doctors to

64 Word Form.

serve under orders of
any local government
or administration

SECRET
NOV. 1898
GOVERNMENT OF MADRAS

[G.]
18
2,000-22-11-07.

Public Department.

C. No. 3650

TELEPHONE MESSAGE.

From Mr ^{Hyde} Chief Secretary

To Mr ^{Secretary to the} Surgeon General

Dated 15/11 1898.

Please say when reply
may be expected from the
temporary doctors
mentioned in G.O.
No 1379 Public dated
15.11.98 - See also
para 3 of your letter
No 486 of 21.11.98

Cir
15.12.98

STK
15/12/98

15.12.98
15.12.98

C. No.

Department.

TELEPHONE MESSAGE.

From

To

CHIEF SECRETARIAT.

Dated _____ 189

Public (1898) Department.

CURRENT No. 3960

16 DEC 68
INDBR SECRETARY
PUBLIC AFFAIRS

CHIEF SECRETARY
16 DEC 1946
GOVERNMENT OF MASS

From Sweden & sent
C. Schorpe CB 480
with the Govt. of Sweden

No. 2611

Dated 15th June 1998

Received
Registered) 16th Dec: 98

Enclosures

Spare copies.

SUBJECT.

Subjoining replies received
from the temporary Plague
doctors as to their
willingness to continue in
the service after the expiration
of nine months engagement.

BACK PAPERS.

G.O.	No.	Department.	Date.
	16389	Pub	29.11.98
	1379		15.11.98
	149	Amc	25.11.98
	149	Pub	10.9.98

570
I had filed 20.11.98
FURTHER PAPERS. etc.

G.O.	No.	Department.	Date.

[1]

No. 16/11

From

SURGEON-MAJOR-GENERAL J. SIBTHORPE, C.B., F.R.C.P.I.,

SURGEON-GENERAL WITH THE

GOVERNMENT OF MADRAS,

To

THE HON'BLE THE CHIEF SECRETARY TO GOVERNMENT,

Public DEPARTMENT.

SIR,

With reference to G.O. No. 1379, Public, dated 15th November 98, I have the honor to submit the replies of the Medical officers referred to therein. Mr. Beit has already resigned and left India.

(1) Mr. C. S. Langley - Is willing to sign the new agreement on the following conditions:-

(1) Rate of pay Rs 600 per month from date of termination of former agreement.

(2) Sanction of Exchange Compensation allowance for whole period.

(3) Choice of 1st class ticket by P.O.S. & Co. from Madras to London or its equivalent in money.

(2) Mr. G. Charlesworth - While willing in a general way to renew his agreement and enquire whether clause 2 of the proposed agreement might not be modified as no undertaking is required from District Medical and Sanitary officer and as his duties are precise.

precisely the same; he could not with propriety refuse calls from the wives and families of officials or non-officials - all other classes he is perfectly willing to accept.

(3) Dr J. W. Ellingworth. Willing to continue in service provided clause 2 be amended to the form of the original agreement which sanctioned private practice. Suggests a modification of the clause in respect of leaving India instantly and proposes the grant of money equivalent instead of tickets. Considers that Exchange Compensation allowance ought to be granted and that Government should give him the option equally with itself after the expiry of 6 months of terminating agreement or a suitable notice. Shall continue in service if Government can modify the draft agreement suitably or at least admit him to concessions which are in all fairness not unreasonable.

(4) Mr S. F. Lusk. - Willing to continue in service if he is allowed

- (a) Salary of Rs 600 per mensem
- (b) Carriage allowance as given by the Government of Bombay to medical officers on plague duty viz Rs 150 a month.
- (c) Compensation allowance. Inasmuch as to agree to clause 3 of the proposed agreement, would propose a six months engagement.

(5) Mr A. C. Rendle - Would suggest that the words "to the detriment of the proper performance of such duties" should be added after the words "private practice" as regards clause 3 after the expiration of six months, urgent private affairs shall be deemed a sufficient reason for the termination of the agreement and that by giving one month's notice he should be free to return to England or proceed elsewhere without losing any of the privileges of the agreement. For clause 5, requests the addition of the words "or an equivalent sum of money in lieu hereof", also requests that he be granted the privilege of Exchange Compensation.

(6) Mr J. W. G. Taylor - I intend implicitly to bind himself unconditionally for a further period of 12 months as set forth in para 2 of agreement. Is prepared to serve for 3 months for certain from date of new agreement and beyond that time if he can obtain permission to terminate his service at the expiration of the months' notice should necessity arise. Accepts other terms.

(7) Mr W. Thomas. - Cannot bind himself to serve for a further period of twelve months as he has entire

(3)

into an engagement which obliges him to leave India before the completion of his time, but is willing to serve for 6 months on his leave for month. Before signing a new agreement wishes to know:

- (1) If he is entitled to Exchange Compensation allowance.
- (2) If he is entitled to privilege leave according to the rules for Civil Surgeons.
- (3) If Government will give him the money equivalent of the return ticket
- (4) If Government will omit the clause relating to private practice

2. It will be seen from the above replies that clause 2 of the proposed agreement is generally objected to. I think the amendment proposed by Mr. A. C. Rundle may be adopted with advantage. I also support the request expressed by some that money equivalent be given in lieu of tickets for return passage.

3. As regards Exchange Compensation allowance the recent decision as contained in the G.O. quoted in the margin is unfavorable to him and nothing further can therefore be done in the matter.

4. Should Government accept the above recommendations the temporary doctor referred to above will be asked to declare definitely and

G.O. No. 1119 Fin.
dated 25th Nov 98

These are for the
balance of the
month of Dec.

and unconditionally whether or not they will sign the new agreement as now recommended to be amended.

5. I have further to enquire whether Mr. H. R. Power who replaced Mr. S. S. Pightingale in Kurnool should also be similarly addressed.

I have the honor to be,
Sir,
Your most obedient Servant,

C. Nicholson.

Surgeon-General.
Surgeon-General
with the Govt. of Madras.

Public (1899) Department.

CURRENT No. 110



*avoid return of the
papers from circulation.*

*on
11.1.99*

M. J. J. J.

From The Accountant General
Madras

Order

No. 61

Dated 9th January 1899.

Received 10 }
Registered 10 } - 1-99

Enclosures

Spare copies

SUBJECT.

Requesting that a copy of the renewed agreement, entered into with the 1st batch of Malabar doctors under the terms indicated in the Govt of India Home Dept. Tele No 1609, may be forwarded to the officer

BACK PAPERS.

G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.

Gazetted Audit DEPARTMENT.

FORT ST. GEORGE,

Accountant-General's Office,

9th January 1899.

No. 61

From

J. Hesketh Biggs Esquire

ACCOUNTANT-GENERAL TO THE

GOVERNMENT OF MADRAS,

To

THE *Chief Secretary to Government*
Public Department

Sir,

With reference to the Government of India
Telegram to the Madras Government Home
Department No. 1609 dated 17th November '98 sanction-
ing the renewal of engagement with the 12th Batch
Plague doctors on pay of Rs 600/a month after
expiration of 9 months for which they were originally
engaged, I have the honour to request that a copy
of the renewed agreements entered into with these
doctors under the terms indicated in the above
Telegram may be forwarded to this office.

I have pending receipt of H. H. H. H.

agreements

Cuo 3650/98 Pub
Cin 648.6.199

Agreement passed salary at Rs 600/ to Doctor
A. C. Rendle who is one of the doctors of the
1st batch.

I have the honour to be,
Sir,
Your Most Obedient Servant,
H. M. N.
Accountant General

M.D. 9/11

C. 4-1-99 C. 6-1-99
R. 5-1-99 R. 14-1-99

[H. M. N.]
500-0-8-98.

Public DEPARTMENT.

C. No. 3960

SUBJECT. Renewal of
engagement of the first batch
of temporary plague doctors

FOR ORDERS.

H. M. N.
H. S. The Secy.

The first batch
of temporary doctors who
came out in March
last, completed a nine
months' term of engage-
ment in November,
& in G.O. No. 1379 Public
dated 15.11.98, they were
asked whether they were
willing to re-engage for
a further term of service
on conditions set forth
in a draft agreement
the chief item in
which was an increase
of pay from Rs 500 to
Rs 600 per mensem.
2. Of the 10 doctors
who first came out

Mrs. Batters died, Mrs. Brit
returned to England, &
Mrs. Nightingale was
transferred to Bombay.
The Surgeon Genl. now
submits replies to the
Gov. from the remaining
7 gentlemen -

3. They are all willing
to stay, but some of
them make conditions, a few
which require consideration -

(a) Increased rate of pay to
have effect from the termination
of the former agreement.
The former agreement was
for a period of 3 months
certain, but if required, the
doctors were to serve for
9 months on the same terms
i.e. pay at Rs 500 per m.
The intention of the offer
recently made was
that the increased pay
of Rs 600 should be given
from the termination of
the 9 months engagement,
& the R. & S. has affirmed
this in its telegram

4. 12/1/99. RA 9.54

of 17.11.98 - this condition
is therefore met -
(b) Grant of back pay
Compensation. This was
declared inadmissible
in Gov. order 11/9 Feb dated
25.11.98, & the condition
must apparently be
negotiated -

RA 9.54 11/1/99

(c) Option of being allowed
a 1st class ticket by P. & O.
from Madras to London
or its equivalent in
money. There was no
such clause in the
original agreement with
the Reg. of Med. which
allowed only a first
class return passage to
England. The draft
re-engagement form
drawn up by the Govt
of Bombay provided
for the grant of Rs. 75
in lieu of return fare
at the option of the off.
but the Govt. of Madras
objected to the clause

on the ground that no
provision of that nature
was made in the agreement
with the Secy. of State. The
clause was therefore omitted
in the draft agreement
proposed by this Govt.
This condition must also
apparently be negated
(d) withdrawal of the
prohibition against private
practice (clause 2 of the
draft agreement). This
condition is the one
mentioned by the majority
of the doctors & there was
also such prohibition in
the original agreement
with the Secy. of State.
It was inserted by the
Honorable Govt. in its
engagement form, on
which this Govt. based
its draft. One of the
doctors, who is acting
as D. M. & S. officer, points
out that he could
not with propriety

MS.
A. 5. 11.

I wd retain the prohibition
but allow of its relaxation
by special order of Govt.

MS.
A. 5. 11.

refuse calls from the families
of officers, or from non-
officers. Another doctor,
Messrs. Rumble, suggests
that the clause might
be modified by the
addition
insertion of the words
"to the detriment of the
proper performance of
military duties". The Surgeon
General thinks that this
amendment should be
adopted, if it is
considered that the
prohibition should stand.
The words above mentioned
might be added, &
the point conceded
is for?

(e) Engagement to be
terminated by notice
on the part of the doctor
equally with on the part
of Govt. The draft
agreement provides for
a continuance of employ-
ment for six months certain
& at the option of Govt.

the signatures must serve
for a further period of
six months, for which
purpose, notice will
be given by Govt. 15
days before the expiration
of the first 6 months -
no provision is made
for termination of service
before the end of the
first period of 6 months.
Some drafts suggest that
the signatures also should
have the option, by giving
notice, of terminating the
engagement at the end
of 6 months. Another
draft wishes the en-
gagement to be for
6 months only. A third
drafts that after the
expiration of 6 months,
urgent private affairs
shall be deemed a
sufficient reason for
terminating service, for
which purpose a month's
notice should be given

I don't think this is long
enough to allow the doctor
to make his arrangements to
go or stay. ~~and~~
increase it to 30 days.

AK

A.H.

Except as
noted above.
AK.

A.H.

I think not.
11/21/19.

by the doctor's draft
also for a 3 months
notice, after which the
doctor should be at liberty
to go out giving a month's
notice, after which he
should be at liberty to
be considered whether any
provision can be made
under this heading.
The draft of
agreement in this respect
is that the doctor should
be of 10 months, which the
L. of S. approves as a
draft. ~~and~~
(7) The draft agreement
provides that salary shall
be paid up to the 15th
of the month day after the
termination of service
provided that if the
doctor forthwith goes
to London by P. & O.
Steamer, his salary
shall be paid up
to date of his arrival
in London. One draft
suggests a modification

of the clause in respect
of leaving India instantly,
but he does not say
what modification should
be made. The agreement
provides for payment of
\$1000 per month for 12 months after
termination of employment
& this should meet his
wishes.

(9) One doctor asks for
a living allowance of Rs
150 a month in addition
to pay & says that this
allowance is granted in
Bombay. It is not,
but is asked for in the
Bombay agreement,
as is a request for a further increase
of pay to Rs 750. The
request seems inadvisable.

(10) One doctor enquires
if he will be entitled
to privilege leave. The
agreement makes no
provision for this, but

Mr. G. M.A. A.G.H.

Mr. G. M.A. A.G.H.

From committee to President in
re: one ind. who refused to
sign 1st contract. C.I.R. 219.8
Feb. 1. 1919.

M.A. A.G.H.

Officers who were over a
year in the hospital
he gives a month's
privilege leave and
medical certificate
& the Surgeon General
inquires whether the
terms of the agreement
apply to Dr. H.R. Power,
who came from Bombay
to replace Dr. Lightowler.
Dr. Power was over of
the hospital which
came out only in
October this year, &
has to complete a
nine months' agree-
ment. The re-engage-
ment terms do not
therefore apply to
him.
On answer he
gives to the points
above stated, the
Surgeon General can
be asked to obtain
final answer for
the seven doctors

as to whether they will,
or will not, arrange.

Ces

17.12.38

About (a) & (b), I agree & pay regard of exchange here is no difficulty. But these points have already been settled.

Regarding (c), grant of the money equivalent in place of the return ticket, it will be seen that twice of the doctor asks for it. The reason for the Govt of India's objection is not quite plain. It does not seem to matter to Govt

whether these doctors on the termination of their work in India go straight home, or have elsewhere. It is submitted therefore that India may be asked by the whether it maintains its objection to the grant of money in place of tickets to these doctors. It does

"Special rates"
If return tickets can be got for them, as probably the Govt. can do, it becomes further expense to Govt.

12/1/39.

So Govt. gets the doctors out. It is bound to see them home if they wish to go, but not to give them means of travelling elsewhere - say Australia or Japan. M.A.

Perhaps there was an arrangement with the Govt.

A modification becomes necessary in certain cases - eg. if a doctor is appointed D.M.O. See above.

M.A.

A.S.H.

not appear that these doctors actually received return tickets. D. Best had none, nor apparently had D. Battis. If therefore Govt. has to pay for the ticket, it seems unobjectionable to pay the money instead.

With regard to (d), Private practice, it is submitted that the

objection to the prohibition is reasonable, & that the modification suggested by D. Rendle may be accepted.

With regard to (e), length of term of appointment, the question whether the Commission should be made dependent really on the decision of the Govt. Dr. Illingworth, Luck, Rendle & Thomas are all unwilling to bind themselves absolutely for twelve months, though they will all engage for 6 months. Govt. cannot afford to let them go now & find

matter hence it will not be
 a matter of so great moment
 for the later arrivals will
 by that time have gained
 some experience with the
 hot weather the demand for leave
 doctors will, it is to be
 hoped, decrease. It is
 submitted therefore that
 the proposal made by
 Dr. Hingworth is a reasonable
 one & capable of being
 carried out. The
 leave doctors may be
 engaged for six months
 in the first instance,
 with a liability to serve
 for six months more if
 Govt. wants them; provided
 that they may close their
 engagement altogether at
 the end of six months by
 giving one month notice
 of their intention to do so.

(b) Privilege Leave. The
 doctor who asks for this is
 Dr. Thomas who says he
 cannot serve for more
 than six months, as he

I am thus the applicant
 proposed. Aug 5.
 See Page 4.

The proposal
 submitted by the
 applicant proposed
 makes it necessary to
 the doctor to serve for
 6 months if Govt. wants them.

2/1/99

has an engagement which
 compels him to leave
 India. The Govt. do not
 ask for it. The report
 says it is submitted, he
 is engaged. If these doctors
 are compelled to take leave
 on account of sickness, Govt.
 will doubtless deal fairly
 with them.

L. C. D. P. H. G.
 18/11/98

C.D. It is submitted that
 as no provision for leave
 is made in the agreement
 these doctors do not come
 under act 219 C.P.R. ch
 III. In a short agreement
 they can obviously not be
 allowed much leave. If
 any of them were to become
 so ill as to have to leave
 India his engagement would
 apparently have to be termi-
 nated. But this is
 to be nothing to prevent.

It is not the usual
 in the institution I think.
 11-1-9

Repealing Measure Officer 58 JNO 1379 24/15. 11-70

Chances	Condition	under which the doctors are willing to sign the new agreement
Dr. S.S. Longley	Pay Rs 600 per mth. for whole period of 12 months	Choice of 1/10th mth. salary by Rs 55/12. from 1st of Jan. 1900. or 1/10th mth. salary in mthly.
Dr. J. Charlesworth	-	Supplies of the new clause 2 of the new agreement may all be modified.
Dr. J. W. Livingston	Refuse grant of Rs 1000 p mth. -	Grant of Rs 2 & 1/2 p mth. to be made to the new agreement & 1/10th mth. salary in mthly.
Dr. S. J. Duck	Salary Rs 600 + temporary allowance of Rs 1500 mthly.	Supplies of the new clause 2 of the new agreement may all be modified.
Dr. A. E. Rouse	-	Supplies of the new clause 2 of the new agreement may all be modified.
Dr. J. W. G. Hughes	-	Supplies of the new clause 2 of the new agreement may all be modified.
Dr. W. H. H. H.	Refuse grant of Rs 1000 p mth. -	Grant of Rs 2 & 1/2 p mth. to be made to the new agreement & 1/10th mth. salary in mthly.

if any of these doctors should require a change for a few weeks for their health take from letting them have it: it would probably be done by giving a paper appointment to. This, however, is not a matter which need now be considered: it was only intended to affect the discharge of a provision for the month. leave a year or not a great hardship.

Dr. 2/1/99 I do not think Govt. the kind thing to give them any leave
1/3-1/9

I agree - they are purely temporary officers.
4.1.99. AFR 12.1.99

C. (from ordering)

C. No. 3650 Telegram From the Govt of India (Home), No. 1609, dated 17-11-1898
 " 3960 " " Surgeon General, " T.B./H., , 15-12-1898
 " 110 " " Asst Genl, " 61, , 9.1. 1899
 " _____ " _____, " _____, , _____ 1899

ORDER
mis. No 64717-1-88

The Surgeon-General submits replies to G.O.No.1379 Public dated 15th November 1898 from the seven temporary doctors remaining out of the ten who arrived in India in March 1898 for service in this Presidency. In the G.O.above quoted the temporary medical officers in question were asked whether they were willing to re-engage for a further term of service on conditions set forth in a draft agreement the chief provision in which was an increase of pay from Rs.500 to Rs.600 per mensem.

2. The concessions asked for by the doctors antecedent to their re-engaging, & the orders of Govt. on each point are set forth below:-

(a). ^{That} the increased rate of pay ^{shall} ~~be~~ have effect from the termination of

Issue
on
17-1-07

the former agreement. The intention of the offer made in the G.O. above quoted was that the increased pay of Rs. 600 per mensem should be allowed from the date of the termination of the original nine months' engagement, & this proposal has been affirmed by the Govt. of India.

in its telegram of 17th November 1898, read above. This condition is therefore met.

(b) Grant of exchange compensation allowance. This concession has already been declared inadmissible in G.O. No. 1119, Financial, dated 25th November 1898 and cannot be allowed.

(c) Option of receiving on termination of engagement, a first class ticket by P.O.S. & Co.'s steamer from Madras to London or its equivalent in money. No provision was made in the original agreement with the Secretary of State for the payment of money in lieu of a return passage in the case of those doctors who do not return to England, and the Govt. of India has objected to the grant of the concession to the doctors who have reengaged in Bombay.

This request must therefore be negatived.

(d) Withdrawal of the prohibition against private practice. The Govt. considers that a modification of this condition will be necessary in certain cases e.g. when a temporary doctor is appointed District Medical and Sanitary Officer. The prohibition will be retained, but its relation relaxation will be allowed by special order of Govt.

(e) The temporary doctors to have the option

option, equally with Govt., of terminating the engagement on a suitable notice. The draft agreement provides for a continuance of employment for six months certain, and at the option of Govt. for a further period of service of six months, in which case notice will be given by Govt. 15 days before the expiration of the first period of six months. The notice will be extended to 30 days, but the Govt. is unwilling to grant any further concessions under this head.

(f) The draft agreement provides that salary shall be paid upto the sixteenth day after the termination of service, provided that if the doctor forthwith proceeds to London by P & O steamer, his salary shall be paid up to the date of his arrival in London. One doctor suggests a modification of the clause in respect of leaving India instantly, but does not say what modification should be made. The agreement provides for payment of salary for 16 days after termination of employment, and this should meet his wishes.

(g) Grant of a carriage allowance of Rs. 150 a month in addition to pay. This request is inadmissible.

(h) Grant of privilege leave. The Govt. cannot bind itself to grant leave to purely temporary officers.

3. The Surgeon-General will now call on the seven temporary doctors to

to state finally whether they will,
subject to the above remarks, sign the
new agreement.

4. With reference to para 5 of
his letter, the Surgeon-General will be
informed that Dr. H.E. Power arrived in
India only in October 1898, and has to
complete a nine months' engagement. The
terms of the new agreement do not there-
fore apply to him.

(From order)

Cy
16.1.99. JK
16/1/99. H.E.S.

To

The Surgeon-General. (940)
,, Accountant-General. (A 73680
9 9 3690 + 110)

decs/d
10/1/99

When given for copying

When copied

When examined

When signed

1899.

READ AGAIN G.O., No.

, DATED

189

URGENT No.

ENCLOSURES TO C: No.

ORDER OF GOVERNMENT

A A A A A A A

LETTER OF GOVERNMENT.

STATEMENT WITH DITTO.

PAPERS NOT FILLED UP, BEING MEANT FOR DESPATCH
IN ORIGINAL.

N.B.—

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