

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 744	Press ~~Mis.~~
1-2	
Dated 1.4.18	62

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
1st April 1862.*

No. 1. Read the following letter from E. D. BOURDILLON, Esq., Under Secretary of State for India, to T. PYCROFT, Esq., Chief Secretary to the Government of Madras, dated India Office, London, 3rd March 1862:—

SIR,

1. I have the honor to inform you that a Gardener, Robert Lyall, in substitution of Samuel Lawson, who was referred to in the Despatch to your Government, dated the 16th of December, No. 53 of 1861, proceeds by the Southampton Mail of to-day. He will have in his charge a plant of a valuable species of Cinchona, and I am to request that every facility may be afforded him for proceeding, as soon as possible after his arrival at Madras, to join Mr. McIvor.

2. I enclose a copy of the agreement with Mr. Lyall, to be retained by the Government of Madras.

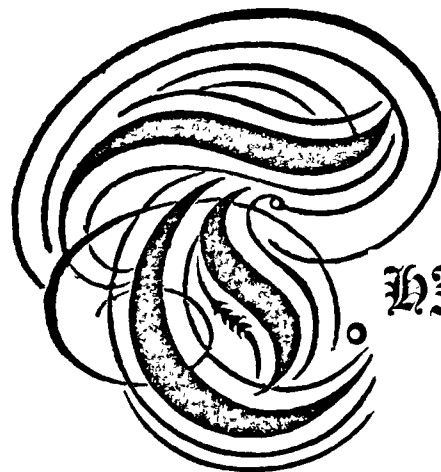
No. 2. ORDER THEREON, 1st April 1862, No. 714.

1. Ordered to be communicated to Mr. McIvor, Superintendent of the Cinchona Plantation, Neilgherries, with reference to the Proceedings of Government, dated 31st January 1862, No. 155. Mr. McIvor will arrange for providing Mr. Lyall, on his arrival, with a suitable residence, and will engage a transit to convey him and the plants from Avanashy to the Hills. Intimation will be given to Mr. McIvor by telegraph of the arrival of Mr. Lyall at Madras.

2. The copy of the agreement will be forwarded to the Civil Paymaster, with instructions to take a copy and return it to the Government Office.

3. In the event of Mr. Lyall proceeding from Bombay to Calicut, the Collector of Malabar will do all in his power to facilitate his journey to the Hills.

(Signed) J. D. SIM,
Secretary to Government.



HIS Agreement made the *twelfth*
Day of *February*, in the Year of Our Lord
One thousand eight hundred and sixty *two* -
BETWEEN *Robert Lyall*

of the one Part, and the Secretary of State for India in Council of the other Part:
WHEREAS the Secretary of State in Council has retained and engaged the said *Robert Lyall*
Lyall to serve Her Majesty for the term of Five Years (subject to the proviso herein-after contained for determining his said Service) as a Gardener for the Salary and upon the Terms and Conditions herein-after contained:
NOW THIS AGREEMENT WITNESSETH, That for and in consideration of the Sum of forty pounds, together with a free passage to Madras, paid by or by the order of the Secretary of State in Council to the said *Robert Lyall*
as a Compensation for the Expense which he will incur in respect of his Passage to India and his Outfit; and also in consideration of the Salary herein-after agreed to be paid to him as herein-after mentioned, he, the said *Robert Lyall*
for himself, his Heirs, Executors, and Administrators, doth hereby Covenant, Promise, and Agree with and to the said Secretary of State in Council in manner following; (that is to say,) that he, the said *Robert Lyall*
shall and will proceed to Madras in the East Indies, and when he shall be arrived there, shall and will report himself to the Governor of Madras in Council or Chief Government Agent there; and also shall and will submit himself to the Orders of the said Governor of Madras in Council, and of the properly authorized Officer or Officers under whom he shall from Time to Time be placed in relation to such his Service. And farther, that he shall and will submit to abide by and obey all Rules now existing or which may hereafter be made in regard to uncovenanted Servants, and shall so remain and continue in such Service for the Term of Five Years, to be computed from the Day of the Date of his Arrival at Madras aforesaid, unless he shall sooner be disabled by Sickness or other Infirmary from attending to the Business which he hereby undertakes to perform, or shall leave the Service of the Government with the permission of the said Governor of Madras in Council. And also that he, the said *Robert Lyall*
Lyall shall and will during the whole of the Time that he shall remain in the said Service wholly employ himself honestly, efficiently, and diligently in his aforesaid capacity under the said Government of Madras. AND IT IS FURTHER AGREED AND DECLARED, That the said *Robert Lyall*
Lyall shall not nor will on any pretence whatsoever absent himself from his said Service without having first obtained the permission of the said Government of Madras, 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 nor will during such Service on his own account or otherwise either directly or indirectly carry on or be concerned in any Trade, Traffic, or Business whatsoever, but devote his whole time and attention to the duties for which he is engaged. AND ALSO shall and will well and truly and faithfully account for and pay over or deliver to the proper Agent or Agents of the Government authorized to receive the same all Monies, Goods, Wares, Merchandizes, Materials, and Effects which shall at any time come to his Hands or be under his Charge on account of the said Government. AND ALSO during his residence in the East Indies shall and will well and truly conform to all such orders and directions as he shall from time to time receive from any properly authorized Officer of the Government 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 Misconduct or of any Breach or Nonperformance of any of the Covenants, Provisoes, or Agreements herein contained, then and in any or either of the said cases, it shall be lawful for the said Government, or their Agents or Officers having competent authority for that

purpose, to discharge him from the said Service, and he shall and will thereupon forthwith, upon being so discharged from the said Service, peaceably and quietly in an orderly manner leave the Service.

AND IT IS HEREBY AGREED AND DECLARED, by and between the parties to these Presents, that if the said Robert Lyall shall be discharged from the Service of the said Government on account of Misconduct or the Breach of any of the Covenants, Provisoes, or Agreements herein mentioned, or if he shall quit the Service without the permission of the said Government before the expiration of the term of Five Years, then he shall and will pay to the said Government a Sum equal to the Amount allowed and paid to him in England for his Passage and Outfit. And further, that if he, the said Robert Lyall shall absent himself from his said Service without first obtaining permission as aforesaid, or in case of Sickness without forwarding the requisite Medical Certificate of the fact to the Officers under whom he shall be placed, then he shall pay to or for the use of the Government of Madras, the Sum of Four Rupees per diem for every day he shall be so absent, as and by way of liquidated damages for Breach of Covenant in that respect, and shall and will upon demand forthwith pay such liquidated damages to the said Government, or it shall be lawful for them to deduct the same out of any money which may be due by them to him on any account whatever, and the same shall be deducted accordingly.

AND IT IS HEREBY FURTHER AGREED AND DECLARED, by and between the Parties to these Presents, that at any time within the said Period of Five Years, it shall be competent for the said Government to terminate the Engagement hereby entered into without assigning any cause therefor, on payment to the said Robert Lyall of necessary Travelling Expenses, and providing a Free Passage to England. And that in the event of the said Robert Lyall remaining in the Service of the said Government for a longer period than Five Years, then it shall and may be lawful for the said Government to terminate his Service at any time without assigning any cause therefor, and without making any payment by way of Compensation for such termination. AND THIS INDENTURE FURTHER WITNESSETH, that the said Secretary of State in Council doth hereby Covenant and Agree with the said Robert Lyall that in case and upon condition that the said Robert Lyall shall observe, perform, and keep all the Covenants, Agreements, and Provisoes herein contained, and on his part to be observed, performed, and kept, he shall be engaged and retained in the Service of the Government of Madras in manner herein-before mentioned for the said Term of Five Years (subject nevertheless to the Proviso herein-before contained for determining his said Service), to be computed from the Day of the Date of his Departure from England, if he shall so long live and be able to perform and shall actually perform such Service; and upon the like Condition, and not otherwise, there shall be paid unto the said Robert Lyall, his Executors, Administrators, or Assigns, for so long Time as he shall be actually in the said Service, a Salary at and after the Rate of One hundred and fifty Pounds a year, increasing at the Rate of Ten Pounds a Year for Five Years after the expiration of the first Year; and it is likewise agreed that a suitable Residence, or an equivalent in the form of house rent, shall be provided for and allowed to the said Robert Lyall during the Time of his Service;

such Salary to be paid monthly in the East Indies, commencing from the Day of his Departure from England, and to cease on the Day of his quitting the Service, or on the Day of his Discharge from the said Service; and if he shall die then the said Salary and Allowance to cease upon the Day of his Death. AND IT IS ALSO AGREED that the said Government shall and will in addition to the before-mentioned Salary, pay or allow the said Robert Lyall his Travelling Expenses to the Place of his Destination in India from the Port of his Debarkation there. AND IT IS AGREED that in all Payments to be made under these Presents, the Pound Sterling shall be considered equal to and calculated after the Rate of Ten Rupees. AND FURTHER, that in case the said Robert Lyall shall continue in the Service of the Government in such Capacity as aforesaid, or in any other Capacity, he shall be entitled to Admission to the Privileges of the Uncovenanted Service Regulations applicable to Pension, Furlough, &c. AND IT IS ALSO DECLARED AND AGREED, by and between the Parties to these Presents, that the Proceedings, Letters, and Reports of the Governor-General of India in Council, or any of the Governors in Council in India, or any of them, and of the Agents or Officers of the East Indies, or any Copies of the same, shall be received as conclusive Evidence of any Matter therein contained in any Action or Suit at Law or in Equity, or in any Legal Proceedings by or between the Parties to these Presents, or in any way relating thereto.

State in Council, or officially to any of the Officers or Servants on the Establishment of the Secretary of State in Council in England, or to any of the Officers or Servants in the Indian Service of Her Majesty in the East Indies or elsewhere, in any way relating to the Sums of Money to be paid or allowed to the said Robert Lyall or to the Conduct of the said Robert Lyall in the East Indies, or in any way relating to the Premises, shall be received as conclusive Evidence of any Matter therein contained in any Action or Suit at Law or in Equity, or in any Legal Proceedings by or between the Parties to these Presents, or in any way relating thereto.

Robert Lyall
Herman Newale



India Office, London.
3^d March 1862.

Sir,

I have the honor to inform you that a Gardener, Robert Lyall, in substitution of Samuel Lawson who was referred to in the Dispatch to your Government, dated the 15th of December, No. 53, of 1861, - proceeds by the Southampton Mail of today. He will have in his charge a Plant of a valuable species of Cinchona, and I am to request that every facility may be afforded him for proceeding, as soon as possible after his arrival at Madras, to join Mr. McIvor.

I enclose a copy of the Agreement with Mr. Lyall, to be retained by the Government of Madras.

I am,
Sir,
your obedient servant,
R. B. Ousleyman

The Chief Secretary
to the
Government of Madras

Dated 12th February 1862

Lyall

Mr. Robert Lyall

AGREEMENT with Secretary of
State in Council on his proceeding
to the East Indies as a Gardener
in the employment of the Govern-
ment of Madras.

No 96/62.

No. 31 Jan'y 62 No. 307.

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Under Secy of State for Justice.

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William Croft.

Reporting the

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to take a copy and return it to the Government Office.

In the event of Mr Syall proceeding from Bombay to Calicut the collector of Malabar will do all in his power to facilitate his return to the State.

1862

No. 714.

Ordered to be communicated

to the Secy. for the Government of the Madras Presidency

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