

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. *1464*

Press
~~Mis.~~

182-183

Dated

12-8-1864.

Not to be folded or roughly handled

The Agreement of *Egbert Barwell*
has been stitched with this G.O. (Vide Development Department Memorandum No. 1016-III/37-1 dated 10th March 1937).

*Proceedings of the Madras Government, Revenue Department,
12th August 1864.*

No. 182. Read the following Despatch from the Right Honorable Sir C. WOOD, Bart., Secretary of State for India (Revenue), to His Excellency the Honorable the Governor in Council, Fort Saint George, dated India Office, London, 24th June 1864, No. 32:—

SIR,

1. In conformity with the suggestion made in paragraph 23 of Sir William Denison's Minute, on the supply of agricultural machinery to India, I have to inform you that I have determined in Council to send out to India a competent Engineer to work the Steam Plough which has been sent out to Madras; and I accordingly transmit to your Excellency in Council, the duplicate of the articles of Agreement entered into, through the assistance of Messrs. Ransomes and Sims, with Mr. Egbert Barwell for that purpose.

2. Mr. Egbert Barwell has received an advance of salary to the amount of thirty-five pounds, besides the fifteen pounds payable to him to defray the expenses of his land journey; and is to proceed to Madras by the Mail of the 4th proximo.

Advance of salary	...	£ 35	pounds,
Expenses by land	...	" 15	the expenses of his land journey; and is to proceed to
		£ 50	Madras by the Mail of the 4th proximo.

3. I also enclose herewith a drawing of the second Paddy Hulling Machine, supplied by Messrs. Dean, Dray & Company, London Bridge, which should be in the hands of the Officers of your Government, when the Mill arrives.

No. 183. ORDER THEREON, 12th August 1864, No. 1,449.

Miscellaneous.

1. Communicated to the Board of Revenue and (through the Military Department) to Colonel Thompson, the Remount Agent at Oosoor.

2. Paragraph 2 will be communicated to the Civil Paymaster, to whom will also be furnished copy of the articles of Agreement with Mr. Barwell, referred to in paragraph 1.

3. Pending the arrival of the Steam Plough, &c., Mr. Barwell, who has arrived at Madras, will be instructed to proceed to Oosoor, and assist Colonel Thompson in his farming operations with the implements which that Officer already possesses. Mr. Barwell will study the character of the ground there, and make such suggestions as he may think advisable for the promotion of the object in view, viz., the improvement of the system of Native agriculture.

(True Extract.)

(Signed) J. D. SIM,

Secretary to Government.

To the Board of Revenue.
„ the Military Department.
„ Mr. E. Barwell.
„ the Civil Paymaster.

Exd. S. T. Augustin.

3
 Received of the Secretary of State for India
 the following despatch from the Right Hon.
 the Secretary of State for India
 dated the 10th July 1864

Transmitting the
 duplicate of the Article of
 agreement entered into with
 Mr. C. Barnwell to work the
 Steam Tugboat and Co. &
 enclosing a drawing
 of the second Safety Working
 Machine, supplied by Messrs.
 Dean, Gray & Co.

(Here enter 24th June 1864
 of 1864)

It appears to me that the Eng-
 lish out will have to make
 himself generally useful in
 so far as Agricultural Implements
 concerned - as soon as the
 steam Tugboat comes out he
 should be employed in putting
 together & preparing the
implements we shall have no
 doubt but that at Poonah the
 new gear - all the implements
 arrived at Poonah might
 be Poonah and
 then help Mr. Thompson
 with his existing
 implements - study the
 of the ground & make such
 suggestions as he may think
 a desirable one. In the
 wanted thus to superintend
 the working of the
 machinery.

Communicated to the
 the Board of Revenue
 and (through the Military
 Department) to the
 District Agent at
 Poonah.

Para 2 will be
 communicated to the
 Civil Engineer, to whom
 it also be furnished
 copy of the Article
 of Agreement with
 Messrs. Dean, Gray & Co.

I.D.S.

For Adm.

I. Mr. Barnell will
be here early next
month - where is he
to go - & what is he
to do, till the ma-
chinery arrives? He
might go & help
Col. Thompson with
the implements Col.
G. already possesses.

II. The Steam Plow
is on its way out -
The object in getting
it was to enlighten
the native agricul-
tural - for this pur-
pose it will do,
I presume, be worked

pending the arrival of
the steam plow, Mr. Barn-
well, who has arrived at
Madras, will be instructed
to proceed to Coimbatore, and
assist Col. Thompson in
his farming operations
with the implements which
that officer already
possesses. Mr. Barnwell
will study the charac-
ter of the ground
there, and make such sug-
gestions as he may
think advisable for
the promotion of the ob-
ject in view, viz the

improvement of the sys-
tem of native agriculture.

14. Board of Rev's out of office

7 Military Dept

1 Mr. E. Barnwell

3 Civil Paymaster

only at Poosoor,
any other thing &
locality - It may
be left to work in
the neighbourhood
of Madras for a
while - then go to
Poosoor, Salem,
Chinnelur & - or
what shall be
done -

It is not stated
or known when the
machinery will
arrive.

I.D.S.

Revenue & the Dept.
Pro. of Gov for West.

N. 1449.

Pro. of the Madras Govt.
D/12. August/64.

Trans. Br. Rm 1 Septem/64 Cn: 2323.

From the Dy. Secy & Asst. Secy
16 Septem/64 Cn: 2460 vi

Referring orders on the
Despatches transmitting
articles of agreement
entered into with Mr.
Egbert Barwell, Engineer.

N. 182 783

30 July 1864

Articles of Agreement made the
Twentieth day of June in the year of Our Lord One thousand and
eight hundred and sixty four Between Egbert Barwell
of Ipswich in the County of Suffolk of the one part and The
Secretary of State in Council of the other part
Whereas the Secretary of State in Council has retained and
engaged the said Egbert Barwell to serve Her Majesty for
the term of Three years in the East Indies in the working of
the Steam Plough and other Agricultural Machinery sent or
to be sent out to Madras by Messrs Ransomes & Sims and for
other purposes herein after appearing for the salary and upon
the terms herein mentioned Now these Presents Witness
that ^{for and} in consideration of a Second Class passage to Madras
being provided by and at the expense of the Secretary of State
in Council and all necessaries for his accommodation at Sea
And of the sum of Fifteen pounds for all expenses on land
in the course of his transit to Madras and of the salary
hereinafter agreed to be paid to him in India and in
further consideration of a salary at and after the rate of
Twenty two pounds per month to be paid to him from the
date of these presents until his embarkation for India as
hereinafter mentioned He the said Egbert Barwell for
himself his executors and administrators Doth hereby
promise and agree with and to the Secretary of State in
Council in manner following. that is to say That he the
said Egbert Barwell shall and will from the day of the
date of these presents until his embarkation for Madras
as hereinafter mentioned attend at such place or places
in England as may be required of him by the said
Secretary of State in Council for the purpose of acquiring
further knowledge in the mechanism and use of the
Steam plough and of all apparatus in connection
therewith and do all other matters and things that
may be required of him in that behalf by or on the
part of the said Secretary of State in Council And
also shall and will at such time and in such
manner as he shall be directed by the Secretary

of State in Council (who shall for that purpose provide his passage and accommodation at sea but not Hotel accommodation or any other expenses incurred on land in the course of his transit to that place beyond the said sum of Fifteen pounds) proceed to Madras in the East Indies and when he shall be arrived there shall and will report himself to the Governor in Council or Chief Government Agent there And also shall and will submit himself to the orders of the said Governor in Council at Madras and of the properly authorized Officer or Officers under whom he shall from time to time be placed and shall so remain and continue for the space of three years ^{to be} computed from the day of his embarkation for India unless he shall be disabled by sickness or other infirmity from attending to the business which he hereby undertakes to perform or shall leave the service with the permission of the said Governor in Council And also that he the said Egbert Barwell shall and will during the whole of the time that he shall remain in the said service - wholly employ himself honestly efficiently and diligently under the orders and instructions of the Officer or Officers under whom he shall from time to time be placed in specially attending to and working the said Steam plough or any other Steam plough and other Agricultural Machinery as may be required of him and all matters and things connected therewith and in instructing the Natives and other Workmen and Laborers who may be placed under him or whom he may be directed to instruct therein in the use of such Steam plough and other Agricultural Machinery and in the mysteries of his Art generally And also shall and will in addition thereto make himself generally useful in the Arsenal or in any other Government Department at Madras or elsewhere in the East Indies as may be required of him in attending to all kinds of machinery belonging to Government whenever his services shall not be required in attending to and managing the Steam plough and other Agricultural Machinery aforesaid and shall if directed so to do proceed to any other part of India where his services may be required and shall not nor will on any pretence whatsoever

absent himself from his said service either in England or in India without having first obtained the permission of the Officer under whom he shall be placed or in case of sickness or inevitable accident without a sufficient Medical Certificate that he is unable and unfit to leave his quarters And shall not nor will during the said term 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 truly and faithfully account for and pay over or deliver to the proper Agent or Agents of the Government at Madras authorized to receive the same all monies goods wares merchandises 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 shall and will during his continuance in the said service well and truly conform to all the rules and regulations of the Department of the service to which he shall belong And also conform to and obey all such orders and directions as he shall from time to time receive from any properly authorized Officer or Officers 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 any insubordination drunkenness or other intemperance or misconduct or shall be guilty of any breach or non-performance of any of the provisions or agreements herein contained then and in any or either of the said cases it shall be lawful for the said Secretary of State in Council or the Government or their Agents or Officers having authority from the said Government for that purpose immediately to discharge him from the said service **Provided** that if he shall be so discharged by the Government in India payment shall be made to him of three months salary and he shall and will thereupon forthwith peaceably and quietly in an orderly manner leave the service **And it is also agreed** by and between the parties hereto that unless the said Egbert Barwell shall receive notice in writing from some properly authorized Officer of the Government six calendar months previously to the expiration of the said term of three years that the Government no longer require a continuance of his services in the East ^{Indies} or unless he shall give notice in writing to the Government six calendar months previously to the expiration of the said term of three years that he is desirous to put an end to the said service then he shall and will continue in the said service upon the same terms and conditions until the expiration of six calendar months from the time when he shall either receive from the Government or shall give the Government

such a notice in writing which may be given so as to
expire at any period of the year And these Presents further
Witness that the said Secretary of State in Council Doth hereby
promise and agree with the said Egbert Barwell that in case and
upon condition that he said Egbert Barwell shall observe perform
and keep all the agreements and provisions herein contained and
on his part to be observed performed and kept he shall be engaged
and retained in the said service in manner hereinbefore men-
tioned from the day of the date of these presents until his
embarkation for India and for the further term of three years
to commence from the day of his said embarkation 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 to him his executors administrators and
assigns for the number of days which shall elapse between
the day of the date of these presents and the day of his
embarkation a salary at and after the rate of Twenty two
pounds per month and for and during the first year of the
said term of three years a salary at and after the rate of
Twenty two pounds per month payable monthly in the East
Indies and for and during the remainder of the said term
Twenty five pounds per month payable as aforesaid such salary
to cease on the day of his quitting the service And if he shall
die while in such service then such salary to cease upon the day
of his death And it is agreed that in all payments to be
made in India under these presents the pound sterling shall be
considered equal to and calculated after the rate of Ten Rupees
And it is also agreed that if the said Egbert Barwell
shall quit the said service in India at the expiration of the
said term of three years with the approbation of the said
Government or in case he shall be compelled from ill health
not brought on by his own neglect or carelessness of which the
Certificate of the proper Medical Officer of Government shall be
conclusive to quit such service and return to Europe the said
Government shall and will find and provide him with a
second class passage to England and all necessaries at
sea as aforesaid but if the said Egbert Barwell shall at
any time during his said service visit Europe on sick
furlough then and in such case he shall not be entitled
to such passage and necessaries as aforesaid at the expense
of the said Government Provided always And it is

hereby expressly declared and agreed that in case
the said Egbert Barwell shall be guilty of any breach or non-
observance of any of the provisos and agreements herein contained
whereby he shall under the proviso before mentioned subject
himself to the penalty of being discharged from the said service
and he shall be actually discharged therefrom he shall not be
entitled to such free passage to England and all necessaries
at sea as aforesaid And also in case he shall absent himself
from his said service under the plea of indisposition without
first obtaining the requisite Medical Certificate and producing
the same to the Officer under whom he shall be placed he
shall pay to or for the use of the said Government the
sum of Twenty shillings per diem for every day he shall be
so absent as and by way of liquidated damages for breach
of agreement in that respect And shall and will upon demand
forthwith pay such liquidated damages to such person and
in such manner as he may be directed by the said
Government or it shall be lawful for the said Government
to order the same to be deducted out of any money
which may be due to the said Egbert Barwell his executor
or administrators on any account whatever and the same
shall be deducted accordingly And it is also agreed
by and between the parties to these presents that the
proceedings Letters and Reports of the Governor General of
India in Council or of any of the Governors in Council or
other Governor or Government in India or any of them or of
any of their Agents or Officers or any copies or extracts thereof
which shall be sent to the Secretary of 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 Officers in the Indian Service of Her Majesty in
the East Indies or elsewhere in any way relating to the
sums of money paid or to be paid to the said Egbert
Barwell under these presents or relating to the conduct of the
said Egbert Barwell in the East Indies or to any matter
in any way relating to the premises shall be received
as conclusive evidence of any matter therein contained or
referred to in any Action or Suit at Law or in Equity or in

such a notice in writing which may be given so as to
expire at any period of the year And these Presents further
Witness that the said Secretary of State in Council Doth hereby
promise and agree with the said Egbert Barwell that in case and
upon condition that he said Egbert Barwell shall observe perform
and keep all the agreements and provisions herein contained and
on his part to be observed performed and kept he shall be engaged
and retained in the said service in manner hereinbefore men-
tioned from the day of the date of these presents until his
embarkation for India and for the further term of three years
to commence from the day of his said embarkation 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 to him his executors administrators and
assigns for the number of days which shall elapse between
the day of the date of these presents and the day of his
embarkation a salary at and after the rate of Twenty two
pounds per month and for and during the first year of the
said term of three years a salary at and after the rate of
Twenty two pounds per month payable monthly in the East
Indies and for and during the remainder of the said term
Twenty five pounds per month payable as aforesaid such salary
to cease on the day of his quitting the service And if he shall
die while in such service then such salary to cease upon the day
of his death And it is agreed that in all payments to be
made in India under these presents the pound sterling shall be
considered equal to and calculated after the rate of Ten Rupees
And it is also agreed that if the said Egbert Barwell
shall quit the said service in India at the expiration of the
said term of three years with the approbation of the said
Government or in case he shall be compelled from ill health
not brought on by his own neglect or carelessness of which the
Certificate of the proper Medical Officer of Government shall be
conclusive to quit such service and return to Europe the said
Government shall and will find and provide him with a
second class passage to England and all necessaries at
Sea as aforesaid but if the said Egbert Barwell shall at
any time during his said service visit Europe on sick
furlough then and in such case he shall not be entitled
to such passage and necessaries as aforesaid at the expense
of the said Government Provided always And it is

hereby expressly declared and agreed that in case
the said Egbert Barwell shall be guilty of any breach or non-
observance of any of the provisos and agreements herein contained
whereby he shall under the proviso before mentioned subject
himself to the penalty of being discharged from the said service
and he shall be actually discharged therefrom he shall not be
entitled to such free passage to England and all necessaries
at Sea as aforesaid And also in case he shall absent himself
from his said service under the plea of indisposition without
first obtaining the requisite Medical Certificate and producing
the same to the Officer under whom he shall be placed he
shall pay to or for the use of the said Government the
sum of Twenty shillings per diem for every day he shall be
so absent as and by way of liquidated damages for breach
of agreement in that respect And shall and will upon demand
forthwith pay such liquidated damages to such person and
in such manner as he may be directed by the said
Government or it shall be lawful for the said Government
to order the same to be deducted out of any money
which may be due to the said Egbert Barwell his executor
or administrators on any account whatever and the same
shall be deducted accordingly And it is also agreed
by and between the parties to these presents that the
proceedings Letters and Reports of the Governor General of
India in Council or of any of the Governors in Council or
other Governor or Government in India or any of them or of
any of their Agents or Officers or any copies or extracts thereof
which shall be sent to the Secretary of 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 Officers in the Indian Service of Her Majesty in
the East Indies or elsewhere in any way relating to the
sums of money paid or to be paid to the said Egbert
Barwell under these presents or relating to the conduct of the
said Egbert Barwell in the East Indies or to any matter
in any way relating to the premises shall be received
as conclusive evidence of any matter therein contained or
referred to 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 anyway relating thereto *In witness* -
whereof the said Egbert Barwell and Sir James Weir
Hogg, Baronet, and Sir Henry Conyngham Montgomery, Baronet
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
Egbert Barwell in the presence
of James Marshall
of Spinnich

Egbert Barwell

Signed by the above named
Sir James Weir Hogg and
Sir Henry Conyngham Montgomery
being two members of the Council
of India in the presence of
Charles Bagot Phillimore



H. Montgomery

Argo

Dated 20th June 1844

Duplicate

W. Esprit Barwell.

Agreement
in his proceeding to the
East Indies
as an Artisan
in working the Steam
Engines at Madras.