M.R. O. 1—32,000—16-10-29.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No.	3039	Press Mis.	
62-63 Dated	5—12—	19	1868

Not to be folded or roughly handled

3039

No. 62. Read the following Despatch from the Right Honorable the Secretary of State for India, (Public,) to His Excellency the Right Honorable the Governor in Council, Fort St. George, dated India Office, London, 28th October 1868, No. 44 :—

1. I have received and considered in Council the Despatch of your Lordship in Council, in the Revenue Department, (Miscellaneous,) No. 37, dated 30th June last, and in reply I have to inform you, that I have appointed Mr. Andrew Jamieson, of the Royal Gardens, Kew, to succeed Mr. Batcock as Deputy Superintendent of the Government Chinchona Plantations on the terms and conditions specified in the accompanying copy of agreement entered into with him.

2. Mr. Jamieson was selected by Dr. Cleghorn and Dr. Hooker, and I forward an extract from a letter* from the latter gentleman relative to qualifications possessed by Mr. Jamieson for the office in question. Mr. Jamieson proceeds to Madras by the Steamer which will leave Southampton on the 31st instant.

* Dated 16th September 1868.

No. 63. ORDER THEREON, 5th December 1868, No. 3,039.

Miscellaneous.

1. The Governor in Council observes that in the agreement received with the foregoing Despatch, the appointment for which Mr. Jamieson has been engaged has been erroneously designated as that of Deputy Superintendent of Chinchona Plantations. The proper designation is that used in Dr. Cleghorn's letter of the 8th May last, recorded in the Proceedings of this Government, under date the 8th June 1868, *viz.*, Deputy Superintendent of the Government Gardens, (at Ootacamund,) and Chinchona Plantations. The error appears to have originated in the wording of Mr. McIvor's letter of the 17th December last, and it was inadvertently repeated in the letter addressed by this Government to the Secretary of State on the 30th June last. Mr. Batcock was not employed exclusively or principally on duties connected with the Chinchona experiment. His chief duty, except when he acted as Superintendent of the Chinchona Plantations during Mr. McIvor's absence in England, was the care, under Mr. McIvor's direction, of the Government Gardens at Ootacamund, and this, in the opinion of His Lordship in Council, should be the chief, and eventually the sole duty of his successor, who, however, should receive from Mr. McIvor such instruction in the various processes which have been found requisite for the propagation and culture of the Chinchona, as will fit him to take charge at any time of the plantations, in the event of Mr. McIvor's absence from illness or any other cause.

2. It appears that Mr. Jamieson has been engaged for five years on a salary of £150 per annum, increasing at the rate of £10 yearly, commencing from the date of his departure from England, *viz.*, 31st October 1868. At the above mentioned rate, Mr. Jamieson's salary will for the first year amount to Rupees 125 a month. Mr. Jamieson will be permitted to draw his salary from 31st October to 30th November, on his arrival at Madras, and the Accountant General is requested to arrange accordingly.

Proceedings of the Madras Government, Revenue Department,
5th December 1868.

3. The Traffic Manager of the Railway Company has been requested to provide Mr. Jamieson with a second class ticket to Coimbatore, and to instruct the Station Master at that place to forward him on to Ootacamund, the bill of charges being submitted to this Department.

(True Extract.)

(Signed) R. A. DALYELL,
Acting Secretary to Government.

To the Superintendent, Government Chinchona Plantations.
,, the Commissioner of the Neilgherry Hills.
,, the Accountant General.
,, the Examiner of Claims.
,, Mr. A. Jamieson.

Exd. W. Cranston.

Received
Govt. of [1868] Madras.

REVENUE.

To

THE SUPERINTENDENT, GOVERNMENT CHINCHONA PLANTATIONS, &c., &c., &c.

Dated December, 5th.

Recd.

G. O., 5th December 1868.—No. 3,039.

DECEMBER.

Nos. 62-63.

Mr. Jamieson, Deputy Superintendent, Chinchona Plantations.—Despatch from Home Government regarding his appointment, communicated to Mr. McIvor, and orders passed with reference to his salary and transit to Ootacamund.

Public
No. 44

India Office, London.
Do October 1868.

My Lord,

I have received and considered in Council the Despatch of Your Lordship in Council, in the Revenue Department (Miscellaneous) No. 37, dated 30th June last; and in reply I have to inform you that I have appointed Mr. Andrew Jamieson, of the Royal Gardens, Kew, to succeed Mr. Bateock as Deputy Superintendent of the Government Chinchona Plantations, on the terms and

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

and Conditions specified in the accompanying Copy of Agreement entered into with him.

2. Mr. Jamieson was selected by Dr. Cleghorn and Dr. Hooker, and I forward an extract from a letter from the latter gentleman, relative to qualifications possessed by Mr. Jamieson for the office in question. Mr. Jamieson proceeds to Madras by the Steamer which will leave Southampton on the 31st instant.

dated 18 Sept. 1865.

I have the honour to be,
My Lord,
Your Lordship's most obedient
humble Servant

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Council in India, or any of them, and of the Agents or Officers of Government in the East Indies, 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 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 Andrew Jamieson or to the Conduct of the said Andrew Jamieson 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.

IN WITNESS whereof the said Andrew Jamieson and Sir Frederick James Halliday, K.C.B. and Sir Robert Montgomery, K.C.B., being Two Members of the Council of India, have hereunto set their Hands the Day and Year first above written.

Signed by the said Andrew Jamieson in the presence of Fred. Trevor — Andrew Jamieson

Signed by the said Sir F. J. Halliday and Sir R. Montgomery being Two Members of the Council of India, in the presence of Fred. Trevor — Fred. Halliday, R. Montgomery

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No. 6.

Dated 21st October 1868.

Application

for

Mr. Andrew Jamieson

AGREEMENT with Secretary of State in Council on his proceeding to the East Indies as Deputy Superintendent of the Government Chinchona Plantations at Ootacamund in the employment of the Government of Madras.

Referred to in Public letter to Madras, No. 111, dated 28 Dec. 1868.

(4984.)

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THIS Agreement made the twenty first Day of October in the Year of Our Lord One thousand eight hundred and sixty-eight BETWEEN Andrew Jamieson of the Royal Gardens, Kew, in the County of Surrey, 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 Andrew Jamieson to serve Her Majesty for the term of five Years (subject to the proviso herein-after contained for determining his said Service) as Deputy Superintendent of the Government Chinchona Plantations at Ootacamund in the East Indies 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 second-class passage to Madras provided for him by the order of the Secretary of State in Council, 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 Andrew Jamieson 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 Andrew Jamieson shall and will, when and as directed by the Secretary of State in Council, proceed to Madras, in the East Indies, and thence to Ootacamund, to which place his travelling expenses (second class) shall also be paid by Government, and when he shall have arrived at Ootacamund shall and will report himself to the Superintendent of the Government Chinchona Plantations at that place; and also shall and will submit himself to the Orders of the 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 further, 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 Infirmity 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 Andrew Jamieson 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 Governor of Madras in Council. AND IT IS FURTHER AGREED AND DECLARED, That the said Andrew Jamieson shall not nor will on any pretence whatsoever absent himself from his said Service without having first obtained the permission of the officer or officers 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 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

(4984.)

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 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 Andrew Jamieson 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 Andrew Jamieson shall absent himself from his said Service without first obtaining permission as aforesaid, or in case of Sickness or other infirmity 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 India the Sum of One Day's pay which would then have accrued due had he performed his duty 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 THIS INDENTURE FURTHER WITNESSETH, that the said Secretary of State in Council doth hereby Covenant and Agree with the said Andrew Jamieson that in case and upon condition that the said Andrew Jamieson 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 Andrew Jamieson, 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, with an annual Increase of Ten Pounds; 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 Andrew Jamieson; and that in case of his requiring Medical Attendance it shall be supplied to him at the Expense of the Government during the Time of his Service; the Salary above specified 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 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 IT IS ALSO AGREED, that upon the Expiration of the said Term, or at any subsequent Period, if the said Andrew Jamieson shall have at all times performed the duties of his office to the satisfaction of the Government, or in case he shall be compelled by ill health not brought on by his own neglect or carelessness (of which the certificate of the proper Medical Officer of the Government shall be conclusive) sooner to quit such service, and shall actually quit the same in India, the said Government shall provide him with a second-class Passage to England. AND FURTHER, that in case the said Andrew Jamieson 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

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Extract of letter from Dr. Hooker

Sept: 16th 1868.

"With reference to the matter of a successor to Mr. Babcock I have made careful enquiry of my Curator Mr. Smith who has been so successful in the selection of candidates for similar positions hitherto, and I find that we have quite independently come to the conclusion that a young man of the name of Jamieson is exceedingly well suited to the post, and likely to become a very valuable public servant. Jamieson has been some 18 months or so at Kew where he came with a most Excellent character from his former Employers and other parties well known to us. During his period of service at Kew he has been twice advanced, lastly to the care of the Orchids the most responsible post to which any of our young men can aspire as gardener. Were he to remain with us he would, assuredly in due time become a Foreman"

(signed) Jas: D. Hooker

No 7.

Extract of a Letter dated
16th Septr 1868, from
Dr. Hooker.

Referred to in Public Letter to
Madras, No 44, dated 28th Oct 1868.

England 28th June 8 37
of 1868.

No. 5.

Public
20. Oct. 1868

The
Letter to Fort St. Geo.

No. 44.

Informing that he has appd. Mr. A. Jamieson Supt. of Govt. Chinchona Plants, on conditions specified in Copy, an accompanying copy of Agreement stating that Mr. J. leaves England via Southampton on 31st Inst.

S. Oct. 3039. 5 Decr.

Recd. 26th November 1868 via Marseilles & Bombay.

62-68

Pro. of the Madras Govt.
Under date the 28th Sept.
Read the following
Despatch from the
Secty of State

No. 3039.

I.C. 28th Oct. 1868 No. 144

Communicates
to the Supt. of the
Govt. Chinchona Plants
from the Agree-
ment received with the
foregoing Despatch,
It appears that Mr.
Jamieson has been
engaged for five years
on a salary of £
150 per annum, in
creasing at the rate
of £

of £10 yearly, ~~(this)~~ (say) commencing from the date of his departure from England, viz. 31st Oct 1868. ~~and~~ At the above mentioned rate, Mr Jamieson will, for the first year, amount to Rupees 125 a month. Mr Jamieson will be permitted to draw his salary from 31st Oct. to 30th Nov., on his arrival at Nadi, and the Accountant General is requested to arrange accordingly.

Rs 125 per mensem is less than £15 a year by some 5 or 6 per cent at the present rate of exchange

I would add "Mr Jamieson salary to be paid in the same manner as that of Mr Swanston"

3. The

Colonial Secretary

Colonial Secretary

Colonial Secretary

plantations. The
proper designation
is not used in the
Colonial Office letter of the
8th June 1868,
its Deputy Superintendent of the
Government Gardens (at Ootacamund)
& Cinchona plantations. He even
appears to have disputed in the
wording of the last Home letter of the
17th December last as it was
inaccurately reported in the letter
of State of the 30th June last. His
Patent was not employed exclusively or
principally on duties connected with the
Cinchona Experiment. His chief duty, except
when he acted as Superintendent of the Cinchona
Plantations during the Doctor's absence in England
was the care, under the Doctor's direction, of the
Govt. gardens at Ootacamund and this
in the opinion of the Authority in Council
should be the chief and eventually the sole
duty, of his successor, who however should receive
from the Doctor such instructions as the various
purposes which have been pointed out require for
the propagation & cultivation of the Cinchona as
well as for the chief duty at any time of
the plantations in the event of the Doctor's absence from
[illegible] on any other account