

(1) Number of Pages 36
(2) Date of repair 25.6.1966
(3) Initials of the Referencer Clk

MADRAS RECORD OFFICE

GOVERNMENT OF MADRAS

Revenue DEPARTMENT

G.O. No.	290	Press
B.P. No.		Mis.
Dated	3 rd March	1874 196

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department.
3rd March 1874.

No. 27. Read the following despatch from the Right Honourable the Secretary of State for India:—

Revenue,

No. 1.

MY LORD,—With reference to dated July 21st, (No. 6,) and to you (No. 29), 1873, requesting me to engage as an Assistant to the Superintendent, now to inform you that a suitable person for the appointment on the terms proposed

2. This is a graduate of Cirencester Agricultural College, named Charles Benson, aged 19, and unmarried. An agreement has been prepared, a triplicate of which is herewith enclosed, by which he engages to serve as Assistant to the Superintendent of the Government Farms at Madras for five years on a salary of Rupees 250, rising to Rupees 450 per annum by annual increments of Rupees 50. He will receive £100 for passage and outfit, and it is agreed that he will be provided with a dwelling house on the spot, free of charge, and, in the event of his being continued in the Government Service after the expiration of five years, he is to be entitled to the privileges, and a furlough and pension, of the Uncovenanted Service.

3. Mr. Benson was very strongly recommended to me by the Principal of the Agricultural College at Cirencester, who regards scientific and practical knowledge, as well as physical qualifications, and moral character. Dr. Cleghorn who visited Cirencester at my request has also reported very favourably of Mr. Benson's qualifications, and he has passed a satisfactory examination before the Medical Board. He has undertaken to acquire at least one among the native languages spoken in your Presidency.

4. Mr. Benson will leave this country for Madras at the end of the present month.

I have, etc.,
ARGYLL.

His Excellency the Right Honourable
The Governor in Council, Fort St. George.

No. 23. ORDER THEREON, 3rd March 1874, No. 290.

Miscellaneous.

COMMUNICATED to the Board of Revenue. The original Agreement of Mr. Benson will be lodged in the Government Records, copy being furnished to the Board of Revenue and Accountant-General.

2. Mr. Benson will, on arrival, report himself to the Board of Revenue.

(True Extract.)

(Signed) C. G. MASTER,
Acting Secretary to Government.

To the Board of Revenue.
.. the Accountant-General.
.. Mr. C. Benson.

Exd. F. R. Bantleman.

17/10/16

17-10-16
8-2-06
21/9/16

MARCH.
Nos. 3723.

...to the Secretary of the Home Department...
...to the Secretary of the Home Department...
...to the Secretary of the Home Department...

CONF. OF 1874
REVENUE.
FOR BOARD OF REVENUE
1874-75

To be charged in the contingent
bill. Substantive
as a Service Staff
1890

To Clement Markham
India Office -

Thames engine W.
Baton -

L.D.

25.11.73

L.D. M. 1874

For the report of
 Mr. Constable of
 the Agricultural College
 Cirencester
 is a very man
 looking on
 W. J. 200
 Oct. 9/83

My dear Mr. Robinson
 Mr. Constable of the Agricultural College at
 Cirencester recommends an unnamed young
 man of 19. Mr. Charles Beeson, who he
 considers well qualified to undertake the
 duties. He says that an older man
 would not look at £300 a year,
 but that Mr. Beeson is thoroughly
 trained. If his youth is no objection
 Mr. Constable assures me that he is
 likely to be the man you want.
 Before recommending him I should
 like to have your view on the
 subject.

point of age and, to save time, you
might telegraph a reply to me.

yours very truly,

Clement Markham

He is a graduate of Leicester.

My dear Grace
We can suit-
Collector and let
him see and do
over. I think I shall
lead a new table
in. Sincerely
J.M.

My dear Stokes, I think
the same is true
then a new distribution
is true. This really
I am sure to be
going home to the
good. Mr. B. is young
but that is a fault
or time for time from

which we have
all suffered in our
day & which will
come itself. We catch
it has the advantage
that the the person
learns the language
easier & more readily
and lets him to have
new life. We are

[illegible]

a letter to England!
I note her the copy
of the case. The price
is meant for a Model
Farm. Not B. if taken
here it under take
to serve as here ever
again.

Mr. Eves

L. O'Brien

My dear Mr. Robinson

With reference to your
letter to Sam. I enclose Robinson's
& Sims' notes & also Mackham's.
I was under the impression that
Schiffman would have been selected
as Robinson's assistant.

Yours sincerely

H. H. H. H.

1874/3.

29th
J. L. Davis, Officer
Nov 10 - 1873

My dear Mr. Stokes

I return Mr. Markham's
note. The young man, to
whom he refers, is certainly
much too young to fill
the appointment created
under P. O. No. 397 dated
16th of April last. I am
not comfortable in
thinking that no older

man who possesses
the qualifications we
demand, will accept the
appointment & the
salary offered; but, he
must want the salary,
rather than, accept a
gentle of such an offer.
This young man might
probably, in time, make
a useful Government
servant; but if this pro-
pos-ition is certain, he cannot

offer the time that will
be needed, and wants
are urgent, and, he
must secure the services
of a qualified man,
who is ready, at once,
for our work. I speak
here, not of professional
training, but of the general
experience, which comes
with age. A married man
of six or seven-and-twenty
possesses a very different
knowledge of the world.

to a gentl of 19, and
judgement and tact
Come only from real
experience

we need picked
men for our work and
must be prepared to
pay for the service of
men.

Very truly yours

William Roberts

Articles of Agreement

made the ^{19th} ~~Thirtieth~~ day of January One thousand eight hundred and seventy four Between Charles Benson of Uplands in the City of Exeter Gentleman a Minor of the age of nineteen years or thereabouts of the first part (and hereinafter referred to as the party of the first part) Charles Nicholas Kempe of the Admiralty Whitehall Gentleman of the second part and The Secretary of State in Council of the third part Whereas the Secretary of State in Council has agreed in consideration of the said Charles Nicholas Kempe having agreed to become a party to these presents in manner hereinafter mentioned to engage the party of the first part to serve Her Majesty in the East Indies in the capacity and upon the terms hereinafter contained Now these presents witness that in consideration of the promises and also of the salary agreed to be paid by the Secretary of State in Council to the party of the first part the said parties of the first and second parts Do and each of them Doth hereby jointly and severally promise and agree with the Secretary of State in Council in manner following that is to say That the party of the first part shall when directed by the Secretary of State in Council (who shall pay him the sum of One hundred pounds for that purpose) proceed to Madras in the East Indies and thence to Pondichet near Madras and when he shall have arrived there shall report himself to the Government or Chief Government Agent and submit himself to the orders of the said Government or of the Officer or Officers under whom he shall be placed and remain and continue in the service of Her Majesty for the term of Five years (to be computed from the period of Six weeks prior to his arrival at Madras) unless he shall be disabled by sickness or other infirmity from attending to his duties or shall leave the service with the permission of the Government and during that time shall wholly employ himself honestly efficiently diligently and faithfully under the order and instructions of such Officer or Officers as an Assistant to the Superintendent of Government Farms at the Pondichet Central Farm of which he shall as such Assistant take the General Management and charge and faithfully perform all the duties appertaining to that Office and also take care of every thing committed to his charge and use his best exertions to promote the interest of Government in Agricultural matters and to the best of his ability protect whatever property is committed to his charge from waste depredation and injury and do all acts matters and things which may be required or are necessary to be done and performed by him and also to the utmost of his ability by Lectures and otherwise teach and instruct all Students Apprentices and others who may be placed under him as may be required by the said

Government or any of its Officers in Agriculture and in the management of machinery and of land and farming stock and all matters in relation thereto and he shall if directed by them proceed to any other part of India where his service may be required and there perform all the duties aforesaid.

2. The party of the first part shall not on any pretence absent himself from the said service without having first obtained the permission of the Officer or Officers aforesaid or in case of sickness or inevitable accident without a Medical Certificate satisfactory to him or them that he is unable to leave his quarters and he shall not on his own account or otherwise either directly or indirectly carry on or be concerned in any trade, traffic or business whatsoever but shall devote his whole time and attention to his duties aforesaid.

3. And also shall truly and faithfully account for and pay over and deliver to the proper Agent or Agents of the Government all moneys goods and chattels which shall at any time come to his hands or be under his charge on account of Government and during his continuance in the East Indies he shall well and truly conform to all the rules and regulations of the Department of the Service to which he shall belong and obey all such orders and directions as he shall receive from the Officer or Officers of the Government at the place where he shall be stationed.

4. He shall at all times conduct himself in a sober orderly and peaceable manner so as to set a good example to those who are subordinate to him and in case he shall be guilty of any insubordination misconduct or disobedience of orders or wilfully neglect or disobey the instructions of the Superintendent of Government Farms or fail to perform any of the matters herein contained on his part in any such case the Government or their Officer or Officers having authority from the Government may on giving him three months notice of their intention so to do discharge him from the service and upon being so discharged he shall peaceably and in an orderly manner leave such service and he shall thereupon forfeit all rights under these presents but the Government may either of such cases as aforesaid dismiss him immediately from the Service on paying him

Three months salary in lieu of giving him such notice.

5. Unless he shall receive notice in writing six calendar months previously to the expiration of the said term of Five years from the authorized Officer of the said Government that Government no longer requires a continuance of his Service or unless he shall give the like notice in writing to the said Government that he is desirous of putting an end to the said Service he shall continue therein upon the expiration of the said term

upon the same terms and conditions as are herein contained until the expiration of six calendar months from the time when he shall receive from the said Government or shall give them such a notice in writing which may be given or as to expire at any period of the year.

6. The party of the first part shall on his arrival in India diligently study and become acquainted with at least one of the languages spoken by the natives in the Presidency of Madras to be prescribed by or on the part of the Government there and no increase of salary is mentioned in Clause 7 of these presents beyond the sum of Rupees Two hundred and fifty per month nor any promotion shall take place until he shall have passed an examination in one of such languages at least to the satisfaction and approval of Government.

7. And the Secretary of State in Council doth hereby promise and agree that upon condition that the party of the first part shall keep all the matters herein contained on his part he shall be retained in the said service for the term aforesaid 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 for so long as he shall be actually in the service and perform the duties aforesaid (but subject to the condition in the last preceding clause) a salary at and after the rates following that is to say

250 Rupees per month for the first year of the term

300 Rupees per month for the second year

350 Rupees per month for the third year

400 Rupees per month for the fourth year

450 Rupees per month for the fifth year

payable monthly in the East Indies from the date of his embarkation and ceasing on the day of his quitting the service or on the day of his discharge or upon the day of his death if he shall die while therein. The Government shall also provide him with a dwelling house on the said farm free of rent.

8. It is agreed that if the party of the first part shall remain in the service beyond the said term of Five years he shall be entitled to all the rights and privileges in respect of pay and promotion and leave of absence and retiring pension or gratuity under the leave and pension rules of the Unconvenanted Service for the time being his time of service therefore being computed from the day of the date of these presents and it is also agreed that in any payments which may be made in Great Britain notwithstanding any rule to the contrary whatsoever the rate of Exchange between England and India annually fixed by the Secretary of State in Council in communication with the Lords Commissioners of the Treasury shall be observed.

9 And it is also agreed that if at the expiration of the said term of Five years or at any time subsequent to that period the party of the first part shall at all times have performed the duties of his office to the satisfaction of the Government and have discharged all the matters and things herein contained on his part 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 the Government shall be conclusive) sooner to quit such service and shall actually quit the same in India and shall up to that time have performed the duties of his office to the satisfaction of the Government they shall pay him One hundred pounds for his passage and expenses to England and all necessaries at sea as aforesaid if he makes application for the same within Three months from the expiration of his quitting such service and shall within that time leave India but not otherwise.

10 In case the said party of the first part shall be guilty of any insubordination or misconduct or fail to perform any of the matters herein contained on his part or if he shall be absent from his duties or in case of his absence on account of sickness shall fail to forward the requisite medical Certificate to the Officer or Officers of the Government it shall be lawful for the Government immediately to dismiss him from the service whereupon he shall cease to have any claim and demand whatsoever upon the Secretary of State in Council under these presents or otherwise howsoever.

11 And it is agreed by and between all 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 anyway relating to the sums of money paid or to be paid to the party of the first part under these presents or relating to his conduct in the East Indies or to any matter in anyway 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.

12 And for the due and faithful performance of all and every the

matters herein contained on behalf of the parties of the first and second parts they do hereby jointly and each of them doth severally bind themselves and himself to pay the Secretary of State in Council the sum of One hundred pounds as liquidated damages in case they shall fail duly to observe and keep the said Agreement or any part thereof and the Secretary of State in Council on his part hereby binds himself to pay to the party of the first part the like sum of One hundred pounds in the event of his failing to perform and keep the agreements herein contained on his part.

In witness whereof the said Charles Benson and Charles Nicholas Kempe and Frederick James Halliday M.C. and Sir Henry James Sumner Maine M.C. 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 Charles Benson in the presence of
Henry Charles Halliday
India Office, London

Charles Benson

Signed by the above named Charles Nicholas Kempe in the presence of
Henry Charles Halliday
India Office, London

Charles Nicholas Kempe

Signed by the above named Sir Frederick James Halliday and Sir Henry James Sumner Maine being two of the Members of the Council of India in the presence of

Robt. W. Widdowson
Clerk to the Solicitor
India Office

Frederick James Halliday
H. J. Maine

290
India Office, London
29th January 1874.

Pranner

No. 1

My Lord,
With reference to
the Despatch from the
Government of India
dated July 21st (No. 6),
and to your Excellency's
Despatch of September 26th
(No. 29) 1873 requesting
me to engage a graduate
of some Agricultural Institution
as an Assistant to the
Superintendent of Government
Farms at Lydaset; I
have now to inform you
that a suitable person
has

Isd

W. G. 19

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

McCharles Benson.

Printed 30th Jan. 1874

No. 236

Articles

on his proceeding to India
as an Assistant at the
Government Farm at Lydaset
near Madras.

Report in Revenue letter to

Madras, No. 1, dated 29th Jan. 1874

Para: 2.
Dtd. 4.6.3 Madras 1874 - Rev. 1.
No. 290

Encl. No. 1/1874/74

has been found, who is willing to accept the appointment on the terms proposed by you.

2. This is a graduate of Coimbatore Agricultural College, named Charles Branson, aged 19 and unmarried. An agreement has been prepared, a triplicate of which is herewith enclosed, by which he engages to serve as Assistant to the Superintendent of the Government Farm at Madras, for five years, on a salary of Rupees 250 rising to Rupees 450 per annum.

190
12

annum, by annual increments of Rupees 50. He will receive £100 for passage and outfit, and it is agreed that he will be provided with a dwelling house on the farm free of charge, and, in the event of his being continued in the Government service after the expiration of five years, he is to be entitled to the privileges, as regards furlough and pension, of the uncontracted service.

3. Mr. Branson was very strongly recommended to me by the Principal of

of the Agricultural
College at Cirencester,
as regards scientific
and practical knowledge,
as well as physical
qualifications and
moral character —
Dr Cleghorn who visited
Cirencester at my
request, has also
reported very
favorably of Mr
Benson's qualifications
and he has passed
a satisfactory
examination before
the Medical Board.
He has undertaken
to acquire at
least one among
the

the native languages
spoken in your Presidency.
4. Mr Benson will
leave this country for
Madras at the end
of the present month.

I have the honor to be,
My Lord,
Your Lordship's most obedient
humble servant

W. H. R.

No. 15.

Revenue

29th Jan 1874

The

Letter to Fort St. George.

No. 1.

Nominating Mr. C. Benson
to serve as an Asst. at the Govt
Farm at Saidapet in Madras.

S.O. No. 290 - 3 March 1874

No. 27

Revenue Department.

No. 290

PROCEEDINGS of the MADRAS GOVERNMENT.

Under date the 3rd March 1874.

READ the following Despatch from the
Rt. Hon^{ble} the Secy. of State
for India.

Nominating Mr. C. Benson
to serve as an Assistant at
the Govt Farm at Saidapet
in Madras.

(H. E. 29th January 1874, No. 1)

Strong No. 236

Communicated to the
Board of Revenue. The origi-
al agreement of Mr. Benson
will be lodged in the Govt
records, copy being furnished
to the Board of Revenue and
Accountant General.

2. Mr. Benson will, on
arrival, report himself to
the Board of Revenue.

To The Board of Revenue. } 48
6. Accountant General. } 3
1 Mr. C. Benson. } 4-3-74

Int

25/2

4-6

By Mr. Benson, in name of B. I.
to be taken from the estate

43