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MADRAS RECORD OFFICE

GOVERNMENT OF MADRAS

Revenue

DEPARTMENT

G.O. No.

B.P. No.

1831

Press

Mis.

Dated

21-12-1875 196

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
21st December 1875.*

No. 223. Read the following letter from C. J. LYALL, Esq., Under-Secretary to the Government of India, Department of Revenue, Agriculture, and Commerce, (Forests,) to the Secretary to the Government of Madras, Revenue Department, dated Calcutta, 14th December 1875, No. 1,300:—

In continuation of the endorsement from this department, No. 1,239, dated the 30th ultimo, I am directed to forward the accompanying copy of a despatch from the Secretary of State, No. 24, dated the 11th idem, from which it will be seen that Mr. H. A. Gass, one of the trained Forest Assistants now being sent out, has been allotted to Madras. Mr. Gass was to have left Southampton by the Mail Steamer of the 18th November, and will land at Madras. His Covenant (in original) is enclosed herewith.

Enclosure No. 1.

From the Right Honorable the Secretary of State for India, (Revenue—Forests,) to His Excellency the Right Honorable the Governor-General of India in Council, dated India Office, London, 11th November 1875, No. 24.

With reference to my despatch of the 23rd September last, No. 21, I forward herewith the Articles of Agreement of the seven Junior Forest Assistants; and, in accordance with the recommendation contained in your Excellency's despatch, No. 16 of 1875, 26th July, I have to inform you that I have directed Messrs. Carter and Nichol to report themselves for services in British Burma, and Messrs. Chester and Manson in Bengal, Messrs. D'Arey and Main for service in Assam, to the Secretary in the Revenue, Agriculture, and Commerce Department, Calcutta; and Mr. Gass to the Secretary in the Revenue Department, Madras, for service in that Presidency. I have, also, to state that, as the whole of the accommodation in the *Demna* which sails on the 9th proximo, was required for military officers, these gentlemen will leave Southampton by the Mail Steamer of the 13th November.

No. 224. ORDER THEREON, 21st December 1875, No. 1,331.

Forests, No. 11.

Communicated to the Board of Revenue, Conservator of Forests, and Accountant-General, in continuance of G. O., 10th December, No. 1,780.

2. It is observed that the officer deputed to Madras is Mr. Gass not Mr. Manson as previously intimated.

(True Extract.)

(Signed) D. F. CARMICHAEL,
Secretary to Government.

To the Board of Revenue,
" the Conservator of Forests,
" the Accountant-General.

For E. R. Bantleman.

From

C. J. LYLL, Esq.

Under Secretary to the Government of India,
Department of Revenue, Agriculture
and Commerce

To

The Secretary to the
Government of Madras.

Madras, 11th December 1870.

Forests.

Sir,

I am in receipt of the communication from the Department of Madras dated the 24th ult. I am directed to forward the accompanying copy of a Despatch from the Secretary of State No 24 dated the 17th ult. from which it will appear that Mr. A. L. ... of the ... Forest ... and being ... has been allotted to ... The ... was to be left ... by the ... of the ... will land at Madras. The ... (original) is enclosed herewith.

I have the honor to be
Yours obedient servant

C. J. Lyll

Under Secretary to the Government of India

Revenue 1875 Sept
N 4830

From

The Govt of India
Revenue & Sept

Dated 14th Dec 1875
No 1300

In-2

Forwarding copy of Report
from the Secretary of State and
the Council of the Govt of India
one of the trained Forest
Assistants who has been
selected to Madras.

D. 1875-21 December 1875

In the Office

N^o 24.

India Office, London
11th November 1875

His Excellency the Right Honorable,
The Governor General of India
in Council.

My Lord,

With reference to my despatch
of the 23rd September last, N^o 21, I forward
herewith the articles of agreement of the
7 Junior Forest Assistants; and in accord-
ance with the recommendation made
in your Excellency's despatch N^o 26 of 1875,
26th July, and have to inform you that
I have directed Messrs. Carter and Field
to report themselves for services in British
Burma and Messrs. Chester and Manson in
Bengal, Messrs. Dacey and Mann for services
in Assam, to the Secretary in the Revenue
Agriculture and Commerce Department,
Calcutta, and Mr. Goss to the Secretary
in the Revenue Department, Madras, for
services in that Presidency. I have also to

state that as the whole of the accounts
action in the "Journal" is at risk on the
9th proximo was required for military officers.
those gentlemen will leave Southampton
by the Mail Steamer of the 18th November.

I have read
(Signed) Salisbury.

(True Copy)

A. H. Wilson
Registrar

Department of Revenue,
Agriculture and Commerce

Nov 1830/35

Articles of Agreement made the twenty first October
in the year of our Lord 1834, between *Horace Richard Goss*
of *St. 24 Regent Street* in the County of *Middlesex*

(hereinafter referred to as the party of the first part) of the first part, and the Secretary of
State for India in Council of the second part. Whereas the Secretary of State in Council has
retained and engaged the party of the first part to serve Her Majesty, as an officer in the
Forest Department, in any part of Her Majesty's dominions in India:

1. Now these Presents witness that, for and in consideration of a first-class passage
to *Madras* being provided for him, and all
necessaries for his accommodation at sea, including the expenses of transit through Egypt of
himself and his personal baggage, and also in consideration of the salary agreed to be paid to
him, as hereinafter mentioned, he, the party of the first part, for himself, his executors and
administrators, doth hereby promise and agree to and with the said Secretary of State in Council
in manner following, that is to say:—

2. That he, the party of the first part, shall and will, at such time and in such manner as
he shall be directed by the Secretary of State in Council, proceed to *Madras*,
for which purpose the Secretary of State in Council shall provide him with a first-class passage and
accommodation at sea, and defray the expenses of the transit through Egypt of himself and his
personal baggage, but not of hotel accommodation, or any other expenses which may be incurred
on land in the course of his transit to India.

3. As soon as the party of the first part shall arrive at *Madras*,
he shall report his arrival to the Secretary of the Government of *Madras*, in the
Revenue Department, and submit himself to the orders of the said Government,
or of the officer or officers under whom he shall from time to time be placed by the
authority of the said Government.

4. The party of the first part shall continue in the service of the Government, at any
place or places to which he may be sent by the officer placed over him as hereinafter
mentioned, subject to the provisions hereinafter contained.

5. He shall, during the time of his service, employ himself wholly, efficiently, and
diligently under the orders and instructions of the said Government, or of the officer or officers
who may be placed over him, in the improvement, care, and general management of the forests,
and in the formation of nurseries and plantations; and for that purpose shall, to the best of his
skill and knowledge, superintend all operations and work connected with the said forests, and
take the charge and management of the forests, as he may be directed by the said Government,
or by such officer or officers, and shall do all other acts, matters, and things, and discharge all
duties which may be required of him by the said Government, or by such officer or officers, to
be done in his capacity as an officer of the Forest Department, and shall, in addition thereto,
make himself in other respects generally useful to his calling, as may be required by the
Government, or by such officer or officers aforesaid, and also shall, to the utmost of his skill,
instruct and train the natives and others who may be placed under him, and as he may be
required by the Government, or such officer or officers, in forestry, and all duties connected with
the management of the forests.

6. During his said service, the party of the first part shall not on any pretence send himself
therefrom, without having first obtained the permission of the officer or officers under whom he
shall be placed, or, in case of sickness or any other accident, without obtaining, whenever

possible, a sufficient medical certificate that he is unable to perform the duties of his office, and he shall not, during the said service 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 the duties for which he is engaged.

7. It is further agreed that the party of the first part shall at all times during the said service well, truly, and faithfully account for and pay over or deliver to the proper agent or agents of the Government authorised to receive the same, all moneys, goods, wares, merchandises, materials, and effects, documents, and reports, which shall at any time come to his hands, or be under his charge on account of the said Government. He shall also, during his continuance in the 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 Government, or such officer or officers as aforesaid, at the place where he shall from time to time be stationed.

8. And it is hereby further agreed that in case the party of the first part shall be guilty of any insubordination, drunkenness, or other intemperance, misconduct, or disobedience of orders, or shall be guilty of any breach or non-observance or non-performance of any of the matters herein contained, then, and in any of the said cases, it shall be lawful for the said Government, or one of their officers having authority from the said Government for that purpose, to discharge him from the said service, and he shall and will thereupon, forthwith, upon being so discharged, peaceably and quietly, in an efficient manner, leave the service.

9. And the Secretary of State in Council agrees that, upon condition that the party of the first part shall keep the several matters herein contained on his part, and shall be able to perform, and shall actually perform, the service hereinbefore mentioned, but not otherwise, there shall be paid to him by Government, during the time of his service in India, a salary at and after the rate of 2500 rupees per annum, to be paid monthly in India, commencing from the day of his signature of this agreement, provided he embark for India within the time specified by the Secretary of State in Council for his so doing. And it is further agreed that he shall, on joining the station to which he may first be posted in India, become entitled to all the rights and privileges in respect of pay and promotion accorded to officers of the Forest Department by the rules and regulations for the time being, and to leave of absence and retiring pension or gratuity under the leave and pension rules of the Unconquered Service for the time being, and that the time of his service shall be computed from the day of his joining the said station.

10. And it is further agreed that the party of the first part shall and will, on arrival in India, diligently study those native languages which may be prescribed by the Government under which he is serving, and that no rise of his pay or promotion will take place previous to his passing an examination in one of those languages, as may be prescribed by Government.

11. In case he shall be discharged from the said service on account of insubordination, or drunkenness, or other intemperance, or on account of any breach or non-observance of any of the matters herein contained, he shall repay to the said Secretary of State in Council any sum which he may have received by way of advance money, and in case he shall absent himself from the said service without obtaining permission as aforesaid, or in case of sickness, without procuring the requisite medical certificate of the fact to the officer or officers under whom he shall be placed, he shall pay to or for the use of the said Secretary of State in Council the sum of five days' pay which would then in arrears of time and in performance of duty for every day he shall be absent.

12. All such sums as may be due to the party of the first part, as aforesaid, by Government shall be paid as and by way of liquidated damages, and he shall and will, upon demand, forthwith pay such liquidated damages to any person to whom he may be directed by the said Government to pay the same, or it shall be lawful for the said Government to deduct

the same out of any money which may be due to him from them, either under these presents or on any account whatever.

13. 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 any of the Governors in Council, or other Governor or Government in India, or any of them, or 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 party of the first part under these presents, or relating to his conduct 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 any way relating thereto.

In witness whereof, the said *Horace Archibald Goss* and *William Herbert Ellis* K.C. 12, and *Frederick James Halliday* 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 *Horace Archibald Goss* } *Horace Archibald Goss*

in the presence of
W. H. Ellis
121 Adelaide Road
N. W.

Signed by the above named *William Herbert Ellis* } *W. H. Ellis*
Herbert Ellis and Son
Frederick James Halliday

being two Members of the Council of India,
in the presence of
W. H. Ellis
(Post to the Secretary
London Office)

Printed by *W. J. G. G. G.* 1875

FOREST DEPARTMENT
IN INDIA.

W. J. G. G. G.

Articles of Agreement

On the proceedings to India as an
Officer in the above Department.

Per 4850/55

RECEIVED

INDIA OFFICE