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(2) Date of repair 19.7.84. 20.7.84.
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TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

Revenue DEPARTMENT

G.O. No.	1377	Press.
B.P. No.		Mis.
Dated	30.8.1878	197

Not to be folded or roughly handled

1377
1

GOVERNMENT OF MADRAS.

REVENUE DEPARTMENT

30th August 1878, No. 1,377.

Read the following papers :—

No. 333. Endorsement of the Chief Secretary to Government, dated Ootacamund, 28th May 1878, No. 879.

From L. C. PROBYN, Esq., Accountant-General to the Government of Madras, to the Hon. D. F. CARMICHAEL, Chief Secretary to Government, dated Fort St. George, 22nd May 1878, No. 1,766.

I HAVE the honor to bring to the notice of Government that I find from the bills submitted by the Commissioner of the Nilgiris on account of Sim's Park, Coonoor, that Mr. A. Jamieson, the Superintendent of the Government Botanical Gardens, Ooty, has drawn from the funds allotted for that Park in the first place Rs. 30 a month, and from 1st January, 1875 Rs. 50 a month as an "allowance."

2. I can trace no Government sanction for this, and the allowance should not have been admitted without it. I beg, also, respectfully to point out that since Mr.

	Rs.	Jamieson receives as Superintendent of
* Pay	220	the Botanical Gardens Rs. 250* a month
Horse Allowance...	30	under Clause 3 of Rule I embodied in
		Government of India No. 1,709, dated
Total ...	250	22nd of March 1877, the previous sanction
		of the Government of India to the
		grant of this addition is necessary.

3. In these circumstances I solicit the orders of Government on the subject, and beg to express my regret that the matter has inadvertently escaped notice for so long.

TRANSFERRED to the Revenue Department.

(Signed) D. F. CARMICHAEL,
Chief Secretary.

No. 334. From R. W. BARLOW, Esq., Acting Commissioner, Nilgiris, to L. A. CAMPBELL, Esq., Acting Under-Secretary to Government, Revenue Department, Ootacamund, dated 15th June 1878, No. 51.

In reply to your demi-official of the 13th instant, I have the honor to forward, in original, a letter this moment received from the Superintendent, Government Gardens, to whom I had to make a reference before replying, with four enclosures giving the necessary information regarding the allowance referred to.

I have the honor also to forward copy of a Government order, making the first grant of Rs. 5,000, from which this allowance was met, to the Sim's Park and holding the money at the disposal of the Honorable J. D. Sim.

No. 335. From E. BARCLAY, Esq., Government Solicitor, to C. G. MASTER, Esq., Secretary to Government, Revenue Department, Ootacamund, dated Madras, 1st August 1878, No. 310.

I HAVE the honor to acknowledge receipt of your Official Memorandum, dated 19th July 1878, No. 145, together with its enclosures, requesting me to take the opinion of the Government Pleader as to how far Mr. Jamieson's original agreement is still in force, and whether under it Government are bound to continue periodically to increase Mr. Jamieson's salary.

2. I submitted the matter for the consideration of the Government Pleader, and I now forward herewith a copy of his opinion and return the enclosures which accompanied the above memorandum.

OPINION.

I AM of opinion that Mr. Jamieson's original agreement with Government terminated with five years from the date of his arrival at Madras, and that the obligations of both parties subsequently to that date cannot be determined by reference to the deed of 21st October 1868, except in two particulars, viz., the payment of his passage money to England and his admission to the privileges of the Uncovenanted Civil Service. These are the only terms of the agreement which have any operation beyond the five years, and from their very nature they would in the ordinary course of events have such operation.

2. It follows that in my opinion Mr. Jamieson is not entitled to the annual increment of salary provided for in the agreement after the fifth year. During the five years he appears to have received considerably more than he was entitled to, and therefore he has no claim upon Government in respect of salary and of the agreement.

3. It cannot be said, I think, that there was anything in the conduct of the parties to the agreement subsequently to the termination of the five years, from which a fresh contract to continue the relation of employer and employed upon precisely the same terms on both sides as were provided for by the original agreement could be inferred. All that the conduct of the parties amounts to is this, that Government allowed Mr. Jamieson to continue in their service at the salary he was then receiving, and he chose to remain. Probably from this a contract would be implied, on his part to continue to perform the same services as long as he received the pay, and on the part of Government to pay him at the same rate until they dispensed with his services. What notice on either side would be necessary to determine such a contract is not very clear, but probably it would be treated as a yearly hiring determinable by three months' notice. Although, in my opinion, Mr. Jamieson's obligations under the original agreement are at an end and with them the obligation to devote his whole time to the duties of his office, I think he would be bound to do so, apart from the terms of that agreement, as long as he draws the pay of the office, and that his failure to do so would be a good ground for his dismissal. It would not therefore be necessary to have a fresh agreement in writing merely to secure this object, but it will be very advisable for many reasons to have one.

1st August 1878.

(Signed) J. W. HANDLEY,
Government Pleader.

(True Copy.)

(Signed) E. BARCLAY,
Government Solicitor.

No. 336.

ORDER THEREON, 30th August 1878, No. 1,377.

Miscellaneous.

Superintendent of the Government Gardens (Ootacamund) and Cinchona Plantations.

Under his agreement Mr. Jamieson was bound to serve five years on a salary of £150 per annum with an annual increase of ten pounds "commencing from the date of his departure from England, viz., 31st October 1868."

G.O., 5th December 1868, No. 3,039, paragraph 2.

2. At the end of 1870 the Government "being impressed with the importance of enabling Mr. McIvor to concentrate his attention more fully on the Cinchona

plantations" proposed to relieve him of the charge of the Botanical Gardens at Ootacamund and place them under Mr. Jamieson's sole charge. This transfer was effected early in the following year.

G.O., 27th February 1871, No. 343.

G.O., 31st August 1871, No. 1,505.

A few months later the outlying Government Gardens at Burliar, Kallhutti and Coonoor were also similarly made over, and as this further addition to Mr. Jamieson's work necessitated the use of a horse, he was given a horse allowance of Rs. 30 per mensem.

Not long afterwards in consideration of the importance of his charge being far in excess of that contemplated at the time of his engagement, this officer's salary was raised to Rs. 200 a month, but this amount included horse allowance.

G.O., 31st October 1871, No. 1,807.

No further increase was granted until the completion of the five years' term of service originally agreed upon when Mr. Jamieson's consolidated salary was fixed at Rs. 250.

G.O., 17th October 1873, No. 1,124.

3. At the end of 1873, the Government resolved to lay out the public grounds at Coonoor, and as this duty, which was entrusted to Mr. Jamieson, required him to travel more frequently and expeditiously, he was allowed an additional horse and charge allowance of Rs. 30, and subsequently of Rs. 50, which he has hitherto drawn from the funds allotted for the upkeep of the grounds now known as "Sim's Park."

G.O., (Financial Department), 12th November 1873, No. 1,875.

4. The Accountant-General now points out that this last addition to Mr. Jamieson's pay and allowances required the previous sanction of the Government of India in accordance with the resolutions noted in the margin.

No. 3,331, dated 14th December 1870, and 22nd March 1877, No. 1,709.

5. These Proceedings will accordingly be submitted to the Government of India with a view to Mr. Jamieson's consolidated salary being permanently fixed at Rs. 300 per mensem, and it will be intimated that it is not intended to raise it but to fix the present amount as the maximum pay of the appointment, which is now rendered still more responsible and important by the charge of the experimental "physic garden" from which it is hoped to supply to the Government hospitals and public dispensaries many drugs at present imported at considerable expense.

G.O., (Public Department), 3rd April 1877, No. 432.

6. On receipt of the sanction of the Government of India the Commissioner of the Nilgiris will be directed to point out to Mr. Jamieson that his engagement is now yearly one, but that the Government are willing to enter into a fresh contract with him on the lines of his original agreement, subject to the condition that his salary and allowances will not be raised so long as he remains in his present post.

(True Extract.)

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

To the Financial Department.

Exd. W. H. French.

DEPARTMENT

No. 1766

Fort Saint George,
Accountant General's Office,

22nd May 1878

FROM THE ACCOUNTANT GENERAL
TO THE GOVERNMENT OF MADRAS.

* Pay	220
Wages allowed	30
	<u>250</u>

3. In these circumstances I solicit
the orders of Government on the subject, and
beg to express my regret that the matter has
inadvertently escaped notice for so long.

I have the honor to be

Sir,

Your obedient servant

L. M. H.

Accountant General.

1322
H

Campbell

Financial Department

Proceedings of the Madras Government
 asked Col. Cunningham 12th November
 1873, No. 1875.

The Governor in Council re-
 solves to allot the sum of Rs (5000)
 five thousand for laying out the public
 grounds at Coonoor, and direct the
 Commissioners of the Nilgiris to hold
 that amount at the disposal of the
 Honorable Secy. (in for the purpose,
 he having undertaken to give the
 necessary instructions for the work.
 (Enc. Extract)

Signed by: Audited by
 Chief Secretary

The Commissioners of the Nilgiris

/ Enc. copy /

W. W. Martin

By Commissioners

No. 879

Transferred to the Revenue Department

Chief Secretary

28th May 1873

to the Revenue Department

1873
 22874.
 25th May 1873
 27th May 1873
 28th May 1873
 29th May 1873
 30th May 1873
 31st May 1873

29-6-78
 21-7-78
 25-8-78
 12-5-78

Transferred

A. J. Munich
Superintendent

Fort Saint George
Accountant General's Office
2^d February 1876
137

Forwarded to the Commissions
of Hilgins for Countersignature

It is observed that Mr
Samson has already drawn
his horse allowance for December
1873 as usual.

Signed B. Cooke
By Acct General

True Copy
Signed H. B. Briggs
Apt Commissions

(True Copy)

A. J. Mindeau
Supt Fort & Boat Landing

Recd
24th Feb

Commissioner's Office
Hacamaund
12th March 1874

1378
p 31
From
The Asst Commissioner
Filipino
To The Superintendent
Govt Gardens
Hacamaund

lit In forwarding the accompanying
Copy of Deputy Asst General's Memo
dated 12th February 1874 I have the
honor to request you will be good
enough to send me any letters
you may have received from the
Honble. S. W. Sim allowing you to
draw an extra horse allowance
for supervising the work done
at the King's Park at Moorood,
to enable me to discharge the above
responsibility which awaits adjustment

I have the honor to be

Yours most obedt
servt
Signed / A. B. Briggs
Asst Commissioner

True Copy

A. J. Hamilton

Superintendent Govt Gardens

Recd 2/27/55
204.57/55

Govt Boll Branch
Steamer
1937 11. March 1896
No 529
From
The Superintendent
Govt Boll Branch
To
A. B. Briggs Esq
Apt Commissioner
Steamer

Sir
As requested in your letter
No 31 of the 12th Instant, I have the
honor to enclose a letter from the
Honble S. W. Kim, in which he authorizes
me to draw an extra horse
allowance for superintending the
work in the Jim's Park at noon
please return the original
after having taken a copy for
the information of the Deputy
Accountant General.

I have the honor to be
Sir
Yours most obedt
Signed / A. Garrison
Supt Govt Boll Branch
(True Copy)
A. Garrison
Supt Govt Boll Branch

Commissioner's Office
Ottawa

137 16 March 1876

No 37 From the Asst Commissioner
Lilipis

To the Superintendent
Fort Ross and
Ottawa

Sir
I have the honor to return,
as requested in your letter
to 529 of the 14th Instant, the
original semi official letter
of the Honble. J. W. Sim

I have the honor to be
Sir

Your most obedt Serv

Signed / H. B. Greig
Asst Commissioner

True Copy
A. J. J. J.
Supt Fort Ross & J. J. J.

9030-8-78-1977
No 2745/78

No. 51

COMMISSIONER'S OFFICE,

Gopacamund 15 June 1878

No 334

FROM B. W. Barlow Esquire
ag. COMMISSIONER, NILGIRIS.

TO L. A. Campbell Esqre
Ag under Secy, to Govt. Revenue Office
Gopacamund

SIR,

In reply to your letter official
of the 13th instant. I have the
honor to forward in original
a letter this moment received
from the Superintendent Government
Gardens - to whom I had to
make a reference before -
replying - with 2 enclosures giving
the necessary information regarding
the allowance referred to.

I have the honor also to
forward copy of a Govt Order
making the first grant of Rs
5000 - from which this allowance
was met - to the Limb Park
& holding the money at the
disposal of the Hon. J. D. Lim.

I have the honor to be
Sir

Your most obedient servant

B. W. Barlow

Ag Commissioner

1377

12

Opinion.

I am of opinion that Mr. Jamieson's Original Agreement with Government terminated with the five years from the date of his arrival at Madras, and that the obligations of both parties subsequently to that date cannot be determined by reference to the deed of 21st October 1868, except in two particulars - viz. the payment of his passage money to England and his admission to the privileges of the Uncovenanted Civil Service. These are the only terms of the Agreement which have any operation beyond the 5 years and from their very nature they would in the ordinary course of events have such operation.

It follows that in my opinion Mr. Jamieson is not entitled to the annual increment of Salary provided for in the Agreement, after the 5th year. During the 5 years he appears to have received considerably more than he was entitled to, and therefore he has no claim upon Government in respect of Salary under the Agreement.

It cannot be said I think that there was anything in the conduct of the parties to the Agreement subsequently to the termination of the 5 years, from which a fresh Contract to continue the relation of employer and employed upon precisely the same terms on both sides as were provided for by the original Agreement could be inferred. All that the conduct of the parties amounts to is this, that Government allowed Mr. Jamieson to

31-5-75

Revenue 1878

No. 51

Date - 18 June 1878

Commissioner's Office,
Madras

To Mr. Jamieson

Respectfully

Yours faithfully,
J. B. [Signature]

Enclosure

SUBJECT

Grounding out

consideration of

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to the right of

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to continue in their service at the salary he was then receiving,
and he chose to remain - Probably from this a contract
would be implied on his part to continue to perform the
same services as long as he received the pay, and on the
part of Government to pay him at the same rate until they
dispensed with his services - What notice on either side
would be necessary to determine such a contract is not very
clear, but probably it would be treated as a yearly hiring
determinable by 3 months notice. Although in my opinion,
Mr. Jamison's Obligations under the original agree-
ment are at an end and with them the obligation to devote
his whole time to the duties of his office, I think he would
be bound to do so, apart from the terms of that agreement,
as long as he draws the pay of the office, and that his
failure to do so would be a good ground for his dismissal.
It would not therefore be necessary to have a fresh agree-
ment in writing merely to secure this object but it will
be very advisable for many reasons to have one.

(Signed) J. W. Handley
Government Pleader.

1st August 1878

(True Copy)
Eustace Handley
Government Solicitor.

1322
14

N^o 310

3

Madras, 1st August 1878.

No 335 From Ernest Barclay
Government Solicitor
Madras

To
C. G. Master Esq^{re}
Secretary to Government
Revenue Department,
Ootacamund

Sir,
1. I have the honor to acknowledge receipt of your Official Memorandum dated 19th July 1878, N^o 445 together with its enclosures requesting me to take the opinion of the Government Pleader as to how far Mr. Jamieson's Original Agreement is still in force and whether under it Government are bound to continue periodically to increase Mr. Jamieson's salary.
2. I submitted the matter for the consideration of the Government Pleader and I now forward herewith a copy of his opinion and return the enclosures which accompanied the above Memorandum.

I have the honor to be,
Sir,

Your most Obedient Servant,
Ernest Barclay
Government Solicitor.

No 335/78

Enclosure in letter
from the Government
Secretary, to the Secretary
to Government Pleader
Ootacamund, dated 19th
August 1878, N^o 310.

cannot find any
 G.O. sanctioning these
 allowances & point out
 that they ~~are not~~
 require the previous
 sanction of the G.O.
 India as
 "no addition may be
 made to the pay &
 allowances of any
 officer if they exceed or
 would after the addition
 exceed Rs 250 a month."
 Lr.

of function -
Can increase of
Salary not due - \$500
more - \$500
to be over + as-
ter with warning the re-
duction - No doubt
has been engaged in the
district - MR 1/7

See Rule 1, 3, in
for the Notification
in f.d. (F.D.) 18th April
77 No 1284.

31-5-95

Revised 1873 Oct 15

Mr. Greenough and others for
\$1827/5

4133305. Madison
doyle Chapman to wife

Beck & Co

Oct 20th.
Delaware 28th 1878

Bellevue 25. 10. 1871

Thorough copy of the
Government Pleaders

beginning, instead of
his delivery, and it seems
to have been a fine thought.

Jamiesons regular
pay is Rs 220
horse allowance Rs 30

From the letter
obtained from the
Commissioner it will
be seen that Mr.
Jamieson draws this
allowance out
of the money yearly
allotted for the upkeep
of St. Pauls Park & that
he has to under
the authority of Mr.
Hill who said he
should do so until
he obtained his
next increase.

Mr. Jamieson was
engaged as an assistant
to Mr. Mac Don on
the 21st Oct. 68 for
five years. His pay
was total 150 £ a year
with a

+ besides a suitable
house or house rent

£0.27¹¹ July 71
No 343

31st Aug 71 No 1505

30th Oct 71 No 1867

increase of 10 £.
In February 78 the
botanical gardens
were placed under
Mr. Jamiesons sole
charge. Later in the
year the gardens
at Barkar Kalhatty
& Coonoor were
transferred to him
also & he was allowed
a horse allowance of
Rs 30. Subsequently
the Coonoor garden
was ordered to be
sold & Mr. Jamieson
pay was made Rs
200 including horse
allowance. This was
in Oct. 71. Two years
afterwards Mr.
Jamiesons salary
was again raised
to 250 Rs per week
including horse
allowance. Excluding

the latter Mr. Jamieson
draws 266 £ per annum
against the 250 £ his
service would entitle
him to next October.
He has however been
drawing Rs 50 a
month or 60 £ a year
for more than three
years & it is presumed
the Gov. should
be asked to make
this permanent

It is observed that
under his agreement
bound himself either
directly or indirectly
to be concerned in
any other business
but -

to devote his
whole time & attention
to the duties for which
he is engaged.

He was further to
they all rules relating
to uncovenanted

I don't think this is
correct. Jamieson was
engaged in 68 for 5 years
at £150. with an annual
increase of £10 = £50. in the
5 years. so that £200
yearly is the maximum he
can claim under his contract.
Now the original contract was
added to his charge he was given
three allowances of £30.

In 71. his pay was raised
to £170 + 30 = £200 -
In 72. £170 + 30 = £200 yearly
In 73. his pay was raised
to £220 + 30 = £250 -
In 74. £220 + 30 = £250 yearly
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In 99. £220 + 30 = £250 yearly
In 100. £220 + 30 = £250 yearly

He has remained on in Govt.
twice 5 years beyond the term
of his engagement. & might
reasonably expect the increase
of pay he has received - & I
don't think him to be further
£60 for the former charge

if the work is satisfactory
performed. Regarding the point
as regards the fundus I
think we should have an exact
opinion of the Comptroller & year
when he was on the Adm. Report.
of the Budget for the coming year
and Govt. ask for confirmation
of the increase beyond what this
system sanction. pointing out
that it is for the ad. charge
in formation only. keep of salary
on account of the fundus at
a distance of some 12 miles from
Govt. or Govt. charge. & that the
the Govt. should be paid this is
that Govt. pay for amounts
£ (say) £324. with the ad.
£30. yearly & perquisites.
The maximum of £200 for
Govt. be stipulated. with quarters.
Supposing however that the annual
increase of £10. is to continue as
long as he remains "actually in the
Govt. service" (as Govt. think it is)
he will be able to obtain the Adm. Govt. opinion
then in Oct. 78. Govt. would only be entitled to
£ (150 + 10 x 10 years) £250. & Govt. the
£324. Govt. be instructed since

servants & if he
continued in Govt.
service in any capacity
he was to be admitted
to the rules relating
to Pension & furlough.
He has remained
on this future is
therefore provided
for & he receives a
good salary. His
time also should be
fully occupied. Perhaps
under these circumstances
Government
may think fit to
warn & require him
not to be connected
with any private
speculation as owner
or manager & thus
prevent the occurrence
of the unpleasant
caused by Govt. action
having to serve his
own interests & those
of Government. Govt.

The Government
 solicitor forwards
 Mr. Handley's opinion
 relative to the
 necessity of a new
 agreement with Mr.
 Jamieson. It does

Jameson. He does not think that this is absolutely required to secure Mr. Jameson devoting his whole time to the service of Government but

"very advisable for
 many seasons".
 It is however
 submitted that if
 it is once admitted
 to Mr. Jamieson
 that a new
 agreement is wanted

advisable he may
conclude that the
whole of his former
agreement is no
longer binding &
may refuse to
agree to ^{its} terms
being introduced
into a fresh contract.

The only remedy
in the hands of
Government would
then be a refusal
to increase his
pay. Having been
admitted to the h.s.
pension rules he
could not well
be dismissed unless
he misbehaved.

If a new agreement
is to be entered into
it is presumed
that the best course
will be to ^{tell} the
Commissaries to
ask Mr. Jamieson

had expired - but if he
demands a renewed
agreement - the govt. should
be directed to
prepare an embodying
the terms except - the
original 5 years - and
any increment - if
he accepts this he is bound
to give full time
service - if he demands
otherwise - he will
then forfeit service.

My 11/8

On further consideration & inquiry

Jameson has doubtless Jamieson was

answering it fact - he has heard the
by his own way - but this is a matter

settled by the Col. & Mr. Jamieson

2/6/72

Mr. Officer Mr. Jamieson
a new agreement on the
present terms of service
especially stipulating
exclusive service
8/8 M
all Parks de roll

if he is willing
to enter into a new
agreement and to
bind himself
to devote his whole
time to his duties
for the pay he now
receives.

Should any time
be fixed for the
termination of the
contract.

Presumably not
for there would
then be a difficulty
in settling his
pension unless its
amount is now
also determined.

It seems best to
advise Mr. Jamieson
before having a
draft agreement
drawn up or asking
the Government
to sanction
the increase.

La

to be placed under
the Forest Dept

W.M.

I shall furnish
if he is willing to agree
to fresh contract at
existing conditions
but not permit pay
as maximum. but
I am to know whether
it is not first to
be done. I have a report
from Col. D. D. D. &
Dr. Bidie on the
present condition of the
Gardens in his charge
as to how far this is
satisfactory. I think
the extent of charge warrants
the cost. directing
special attention to the
requirement of the
Medical Garden
do not neglect

C5-8-78
R12-5-78
R12-5-78
R12-5-78

For James
Pitt. J. S. Garden

For the purpose of
putting at a sale for
that for the services rendered
for the credit is in working
but I don't know that
the cost is too great for
the expenditure of the
case. I shall as
we learn Jamieson
practically an untroubled
between only one school
to be made of the expenses
are not fulfilled or
their respect adequately
to be made. The formation
of Forest is in the hills
from considerable
period very near it.
I think his contract
is sufficient to keep
things straight

For the purpose of
obtaining G.D. functions of the
continuation of the present
pay before negotiating
with the Jamieson. A.P.

No 1077

Proceedings of the Madras Government
Under date the 30 August 1878

Read the following papers.

From the Accountant General
dated 22 May 1878 No 766, furnishing
information relative to the allowance
drawn by Mr Jamieson from the
funds allotted for his park and
stating that sanction of the Govt
India is necessary to the grant of
this addition to his salary.

From the Commissioner of Police
dated 15 June 1878 No 10, forwarding
correspondence relative to the above
allowance drawn by Mr Jamieson.

From the Government Solicitor
dated 1 August 1878 No 210 forwarding
Govt Pleader's opinion on Mr Jamieson's
original agreement.

M. J. S.

Mr. A. Jamieson of
the Royal Gardens Kew was
engaged

Note. Jamieson's salary
for the year 1878-79
was Rs 1000 and 10 paise
and he was paid 10 paise

engaged by the Secy. of State in October 1868 as Deputy Supt. of the Govt. Gardens at Otacamund and Cinchona plantations.

Under his agreement Mr. Jamieson was bound to serve five years on a salary of £150 per annum with an annual increase of ten pounds commencing from the date of his departure from England viz 31st October 1868.

2. At the end of 1870 the Govt. being impressed with the importance of enabling Mr. Jamieson to concentrate his attention more fully on the Cinchona plantations proposed to relieve him of the charge of the Botanical Gardens at Otacamund and place them under Mr. Jamieson's sole charge. This transfer was effected early in the following year.

Prescription of Mr. Jamieson
in No. 30 p. 22, No 1320
for the Cinchona plantations
at Otacamund and Cinchona
plantations. The Govt. of India
has approved of the same.

G.O. 5th Dec 1868 No 109 para 2.

G.O. 19th Dec 1870 No 2072.

G.O. 27th July 1871 No 3443.

G.O. 31st August 1871 No 1505.

G.O. 31st Oct 71 No 1807.

G.O. 17th Oct 73 No 1124.

G.O. 12th Nov 73 No 1875.

year. A few months later the out-lying Govt. Gardens at Kurliar, Tal. hutty and Coonor were also similarly made over and as this further addition to Mr. Jamieson's work necessitated the use of a horse he was given a horse allowance of Rs 30 per annum.

Not long afterwards in consideration of the importance of his charge being far in excess of that contemplated at the time of his engagement this officer's salary was raised to Rs 200 a month but this amount included horse allowance. No further increase was granted until the completion of the 5 years term of service originally agreed upon when Mr. Jamieson's consolidated salary was fixed at Rs 250.

3. At the end of 1873 the Govt. resolved to lay out the public grounds at Coonor and the duty which was entrusted to Mr. Jamieson required him to travel.

travel more frequently and expeditiously he was allowed an additional horse and charge allowance of Rs 30, and subsequently of Rs 50, which he has hitherto drawn from the funds allotted for the upkeep of the grounds now known as "Linn's Park."

4. The Accountant General now points out that this last addition to Mr. Jamieson's pay and allowances required the previous sanction of the Govt. of India in accordance with the resolutions noted in the margin.

5. These Proceedings will accordingly be submitted to the Govt. of India with a view to Mr. Jamieson's consolidated salary being permanently fixed at Rs. 300 per mensem and it will be intimated that it is not intended

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22 March 177. No 1709.

GO (Pub Dept) 3 April 177. No 432.

intended to raise it but to fix the present amount as the maximum pay of the appointment which is now rendered still more responsible and important by the charge of the experimental "Physic garden" from which it is hoped to supply to the Govt hospitals and public dispensaries many drugs at present imported at considerable expense.

6. On receipt of the sanction of the Govt. of India the Commissioner of the Nilgiris will be directed to point out to Mr. Jamieson that his engagement is now a yearly one but that the Govt are willing to enter into a fresh contract with him on the lines of his original agreement subject to the condition that his salary and allowances will not be raised as long as he remains in his present post.

To the Honorable Secy to Govt
The Government of India
The Secretary to the Government of India

G. O. M. S.

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Mr Jamieson -
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