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MADRAS RECORD OFFICE

GOVERNMENT OF MADRAS

Revenue DEPARTMENT

G.O. No.
~~B.P. No.~~

985

Press
~~Ms.~~

Dated

21.7.1876 ~~196~~

Not to be folded or roughly handled

95

*Proceedings of the Madras Government, Revenue Department,
21st July 1876.*

No. 220. Read the following Proceedings of the Board of Revenue, dated 3rd July 1876, No. 1,699 :—

Read the following Proceedings of the Madras Government, dated 25th April 1876, No. 544, Revenue Department :—

ABSTRACT.—*Veterinary Surgeon for the inspection of Cattle-disease in Madras Presidency.*—Observing that Government will be prepared to take steps for procuring from England a competent —, on receiving an exact statement from the Board of Revenue of the terms they would propose as the basis of an agreement for the services of such person.

In the foregoing order the Board are directed to submit an exact statement of the terms they would propose for securing the services of a Veterinary Surgeon from England for the treatment of cattle-disease in this Presidency.

2. On a previous occasion (G.O., 23rd September 1874, No. 1,205) Government fixed a maximum salary of Rupees 400 and proposed that the engagement should be for a minimum term of five years.

3. The Board have made inquiries and consider that the salary indicated above would not suffice to secure the services for the minimum period indicated of a competent man. It is not expected that a Veterinary Surgeon of experience could be induced to accept the appointment upon any terms which could be offered, and the candidates who may present themselves will probably be exclusively young men who have recently taken out their diplomas. Considering that upon his arrival in India the services of the man who may be selected will necessarily be far less valuable than they will become at a later date, the Board think that it would be to the interests of Government to hold out inducements to him to remain in their service. Accordingly, in the agreement which has been prepared, the salary has been fixed at Rupees 300 a-month from the date of embarkation, to be raised by Rupees 50 a-month from the date of passing in one Vernacular language, and by Rupees 50 more from the date of passing in a second Vernacular language. Provided the tests to be prescribed by Government be duly passed, the salary should be increased to Rupees 450 per mensem from the commencement of the third year of service, and finally raised to Rupees 500 from the beginning of the fourth year. In addition to the salary as above, the Board would grant travelling allowance at the rates and under the rules prescribed for Assistant Collectors, but it is not considered necessary that this should appear in the agreement.

4. The question whether or not private practice should be permitted has been considered by the Board; they have inserted in the agreement a clause allowing it subject to restriction or prohibition by Government.

(A true Extract.)

(Signed)

E. GIBSON,
Acting Sub-Secretary.

No. 221.

Articles of Agreement made the _____ day of _____
One thousand Eight hundred and _____ Between _____
_____ of the age of _____ years or thereabouts of the
first part (and hereinafter referred to as the "party of the first part")
_____ 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 _____
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 the manner following, that is to say:—

1. 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 when he shall have arrived there shall
report himself to the Chief Secretary to Government 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 date of his embarkation from England for 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 orders
and instructions of such officer or officers as a Veterinary Surgeon for the treatment of
diseased cattle and for the investigation of diseases and modes of treatment and faith-
fully 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 interests of
Government 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 or performed by him and also to
the utmost of his ability by lectures or 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 the treatment of cattle-diseases and all matters
in relation thereto, and he shall if directed by them proceed to any other part of
India where his services may be required and there perform all the duties aforesaid.
Provided that, subject to any limitations, restrictions or prohibitions, which may,
from time to time, be prescribed by the said Government, nothing in the foregoing
clause shall be held to debar the said party of the first part from exercising his pro-
fession otherwise than in the service of Government or from receiving fees for pro-
fessional services rendered otherwise than under the direction of the said Government
or its officers.

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 esta-
blishing satisfactorily 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 (saving and excepting the private
professional practice which by clause one of these presents may under the orders of
Government be permitted) but shall devote his whole time and attention to the 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 duly conform to all
the rules or regulations which the Government may from time to time prescribe, and
obey all such orders and directions as he shall receive from the officer or officers of
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 misconduct, insubordination disobedience or neglect of
orders 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 Govern-
ment 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 in 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. When he shall receive notice in writing six calendar months previously to
the expiration of the said term of five years from the authorised officer of the said
Government that Government no longer require 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 thereon, 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 so 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 such language or languages spoken by the natives of the
Presidency of Madras as may be prescribed by the 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, then shall be paid to him for so long
as he shall be actually in the service and perform the duties aforesaid a salary at the
rates indicated below payable monthly in the East Indies from the date of his embarka-

*Proceedings of the Madras Government, Revenue Department,
21st July 1876.*

ion and ceasing on the day of his quitting the service or on the day of his discharge or on the day of his death if shall die while therein, that is to say:—

From the date of embarkation from England until such time as according to any standard which may be prescribed by Government he shall have passed a test in one vernacular language of the Madras Presidency	RS. 300 per mensem.
From the date of passing such test aforesaid until he shall have passed in a second vernacular language under like conditions...	350 "
From the date of passing the examination which may be prescribed as aforesaid	400 "
From the commencement of the third year of service provided the aforesaid examination in two vernacular languages shall have been duly passed	450 "
From the commencement of the fourth year of service subject to the above proviso	500 "

8. It is agreed that if the party to the first part shall keep all the matters herein contained on his part, he shall be entitled to all the rights and privileges in respect of pay and leave of absence and retiring pension or gratuity under the Leave and Pension Rules of the Uncovenanted Service for the time being; his time of service therefore being computed from the date of his embarkation under these presents and it is also agreed that in the event of any payments being made in Great Britain, not withstanding any rule to the contrary whatsoever the rate of exchange between India and England 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 further agreed that if at the expiration of the said term of five years or at any time subsequently 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 by 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), 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 after 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 or demand whatsoever upon the Secretary of State in Council under these presents or otherwise soever.

11. And it is agreed by and between all the parties to these presents that the proceedings, letters, 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

*Proceedings of the Madras Government, Revenue Department,
21st July 1876.*

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.

12. And for the due and faithful performance of all and every the matter 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 to 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, &c.

No. 222. ORDER THEREON, 21st July 1876, No. 985.

Miscellaneous.

THE Government approve the terms on which it is proposed by the Board of Revenue to engage the services of a

Veterinary Surgeon; and resolve to apply to the Secretary of State for securing the services of a competent person. The vernacular languages in which the nominee should qualify will be Tamil and Telugu. The expenditure involved will be a proper charge on the Cattle Pound Fund.

(True Extract.)

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

To the Board of Revenue.
" the Financial Department.
" the Accountant-General.

Exd. F. R. Bontleman.

No. 1,699.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 3rd July 1876.

Read the following Proceedings of the Madras Government, dated 25th April 1876, No. 544, Revenue Department:—

ABSTRACT.—*Veterinary Surgeon for the inspection of Cattle Disease in Madras Presidency.*—Observing that Government will be prepared to take steps for procuring from England a competent —, on receiving an exact statement from the Board of Revenue of the terms they would propose as the basis of an agreement for the services of such person.

IN the foregoing order the Board are directed to submit an exact statement of the terms they would propose for securing the services of a Veterinary Surgeon from England for the treatment of cattle disease in this Presidency.

2. On a previous occasion (G.O., 23rd September 1874, No. 1,205) Government fixed a maximum salary of Rupees 400 and proposed that the engagement should be for a minimum term of five years.

3. The Board have made inquiries and consider that the salary indicated above would not suffice to secure the services for the minimum period indicated of a competent man. It is not expected that a Veterinary Surgeon of experience could be induced to accept the appointment upon any terms which could be offered, and the candidates who may present themselves will probably be exclusively young men who have recently taken out their diplomas. Considering that upon his arrival in India the services of the man who may be selected will necessarily be far less valuable than they will become at a later date, the Board think that it would be to the interests of Government to hold out inducements to him to remain in their service. Accordingly, in the agreement which has been prepared, the salary has been fixed at Rupees 300 a-month from the date of embarkation, to be raised by Rupees 50 a-month from the date of passing in one Vernacular language, and by Rupees 50 more from the date of passing in a second Vernacular language. Provided the tests to be prescribed by Government be duly passed, the salary should be increased to Rupees 450 per mensem from the commencement of the third year of service, and finally raised to Rupees 500 from the beginning of the fourth year. In addition to the salary as above, the Board would grant travelling allowance at the rates and under the rules prescribed for Assistant Collectors, but it is not considered necessary that this should appear in the agreement.

4. The question whether or not private practice should be permitted has been considered by the Board; they have inserted in the agreement a clause allowing it subject to restriction or prohibition by Government.

(A true Extract.)

Acting Sub-Secretary.

To the Secretary to Government, Revenue Department,
with Draft Agreement.

Exd. W. J. Lewis.

Cont. of 11876, 30th July 1876.

REVENUE.

THE BOARD OF REVENUE.

Dated July, 21st.

G.O., 21st July 1876, No. 585.

JULY 21st.

Veterinary Surgeon for treatment of Cattle disease in the Madras Presidency.—Appointing, with remarks, the terms on which it is proposed by the Board of Revenue to engage the services of —, and resolving to apply to the Secretary of State for securing the services of a competent person.

No. 2844

From *Genl. Secy of Rev.*

Dated

3^d July

1876

FOR ORDERS.

*I have no objection to the
apartment - Unfortunately
differs from my own
colleagues as to the
merits of the aptt.*

MM

17/7

*For accept to Genl.
Secy of the Rev.
17/7*

*Yes the memorandum
is the same as
the one in the
file. I am not
satisfied with it.
I have not
seen it before.
I have not
seen it before.
I have not
seen it before.*

*G.O. 2844/16 one 500
10/10/16 1/18*

Rev 1876. Dep. Secy

**BOARD OF REVENUE,
MADRAS.**

PROCEEDINGS, 3RD JULY 1876, No. 1,699.

*Agd. 28 July 1876
Encl.*

Received

14 July 1876

JULY.
No. 1,699.

*Veterinary Surgeon for treatment of Cat-
tle Disease in Madras Presidency. - Sub-
mitting to Government Board's views regarding
terms for securing the services of a competent
- from England.*

*With order
G.O. 980-21 July 1876*

G.O. 14 July 1876 R. 19 July

G.O. 980

*The Government approve the limits
as shown in the map by the Board of Rev.
to engage the services of a Veterinary
Surgeon, & request to apply to the
G.O. for the necessary sanction.
The remainder of the
paper in which the Revenue Board
expresses its views is referred to the
Board of Revenue. The Board of Revenue
has approved the limits, with the
proposed change in the description of the
land. The Board of Revenue has
approved the limits.*

21 July 1876

*14 To Secy of Rev. Secy
5 To Secy of Rev. Secy
6 To Secy of Rev. Secy*

Veterinary Surgeon

FOR ORDERS.

1st apt

C. 14. July 76 A 19. July

Articles of Agreement made the
day of One thousand Eight Hundred
and between
of the age of years or thereabouts of the first
part (and hereinafter referred to as the "party
of the first part").

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

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 the manner following that is to say:—

1. 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 when he shall have
arrived there shall report himself to the Chief
Secretary to Government and submit himself
to the orders of the said Government or of the
officers 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 com-
-puted from the date of his embarkation from
England for Madras) unless he shall be dis-
-abled 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 him-
-self honestly, efficiently, diligently and
faithfully under the orders and instructions
of such officers or officers as a Veterinary Surgeon
for the treatment of diseased cattle and for
the investigation of diseases and modes of
treatment and faithfully perform all the
duties appertaining to that office and
also take care of everything committed
to his charge and use his best exertions
to promote the interests of Government
and to the best of his ability protect
whatsoever

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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 or performed by him and
also to the utmost of his ability, by
lectures or otherwise teach and in-
-struct 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 the treatment of cattle
diseases and all matters in relation
thereto, and he shall if directed by
them proceed to any other part of
India where his services may be
required and there perform all
the duties aforesaid - Provided
that, subject to any limitations,

restrictions or prohibitions, which
may from time to time, be presented
by the said Government, nothing in
the foregoing clause shall be held to debar
the said party of the first part from
exercising his profession otherwise
than in the service of Government or
from receiving fees for professional
services rendered otherwise than under
the direction of the said Government
or its officers.

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 visitable acci-
-dent without a medical certificate
establishing satisfactorily ^{them} ~~him~~

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

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 (saving and excepting the
private professional practice which by
clause one of these presents may
under the orders of Government
be permitted) but shall devote his
whole time and attention to the
duties aforesaid.

his hands, or be under his charge
on account of Government and
during his continuance in the
East Indies, he shall well and
duly conform to all the rules or
regulations which the Government
may from time to time prescribe,
and obey all such orders and
directions as he shall receive from
the officer or officers of 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 misconduct, insubordination
disobedience

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disobedience or neglect of orders or
fail to perform any of the matters
herein contained on his part in any
such case the Government, or their
officers 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 dis-
charged, he shall peaceably and
in an orderly manner leave such
service and he shall thereupon
forfeit all rights under the presents.
but the Government may in either
of such cases as aforesaid discharge
him immediately from the service
on paying him three months' salary.

in lieu of giving him such notice.

5. When he shall receive notice in writing six Calendar months previously to the expiration of the said term of five years from the authorized offices 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 thereon, upon the same terms and conditions as are herein contained until the expiration of six Calendar months from the



the time when he shall receive from the said Government or shall give them such a notice in writing, which may be given so 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 such language or languages spoken by the natives of the Presidency of Madras as may be prescribed by the 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 then shall be paid
to him for so long as he shall be
actually in the service, and per-
form the duties aforesaid, a
salary at the rates indicated below
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 on the day
of his death if shall die, while

therein that is to say:-

From the date of Embarkation
from England until such
time as according to any
standard which may be
prescribed by Government
he shall have passed a test
in one Vernacular language
of the Madras Presidency... Rs 300 per annum

From the date of passing
such test aforesaid until
he shall have passed in a
second Vernacular language
under like conditions — 350

From the date of passing the
examination which may be
prescribed as aforesaid — 400.

From the commencement
of the third year of service
provided the aforesaid exa-
-mination in two Vernacular
languages shall have been duly passed... 450 per
annum

From the commencement of the fourth
year of service subject to the above proviso
Rs 500 per annum.

8. It is agreed that if the party to the
first part shall keep all the matters
herein contained on his part, he
shall be entitled to all the rights
and privileges in respect of pay
and leave of absence and retiring
pension or gratuity under the
leave and pension rules of the
Unencumbered Service for the time
being; his time of service therefore
being computed from the date of
his embarkation under the present
and it is also agreed that in the
event of any payments being
made in Great Britain, not-
withstanding any rule to the

contrary whatsoever the rate of
exchange between India and
England 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 further agreed that
if at the expiration of the said
term of five years or at any time
subsequently to that period, the
party of the first part shall
at all times have ^{performed} prepared the
duties of his office to the satisfaction
of the Government, and have dis-
charged all the matters and
things herein contained on his

part or in case he shall be com-
pelled by 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, 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.

8
if he makes application for the same
within three months after 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 medi-
cal certificate to the officers 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 or demand whatsoever
upon the Secretary of State in
Council under these presents or
otherwise coverts.

11. And it is agreed by and
between all the parties to these
presents that the proceedings, letters
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 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 thereto indeed
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 equity or in any legal

proceedings by or between the parties to these presents or in any way 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 to 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 on any part

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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 &c

MA
By Wm. Pitt

Dec 21/96
New York
Dec 21/96