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TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

Publicwork DEPARTMENT

G.O. No. 2478(4) Press.
B.P. No. Mis.

Dated 16-8-1988 19~~77~~.

247

Not to be folded or roughly handled

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

General.
Establishment.

READ—the following paper :—

Despatch from the Right Honorable VISCOUNT CROSS, Her Majesty's Secretary of State for India, to His Excellency the Right Honorable the Governor in Council, Fort St. George, dated India Office, London, 19th July 1888, No. 3, Public Works (Stores).

With reference to the demand for tunnelling and quarrying machinery in the indent for the Periyár irrigation project, forwarded with your Secretary's letter in the Public Works Department, No. 670 W., of 27th February 1888, I have to inform Your Lordship that Colonel Pennycuick, R.E., recommended that a machanic accustomed to work such machinery should be engaged to take charge of it, at a salary of Rs. 300 per mensem. He also stated that the man's services would probably be required for a period of four or five years, and suggested that an agréement should, in the first instance, be entered into for two years, subject to renewal at the end of that period.

2. Mr. Benjamin James Matthews has been selected for the appointment in question, and an executed copy of the agreement, which has been entered into with him, is forwarded herewith for your information.

3. Mr. Matthews left England for Madras *vid* Bombay, on the 5th July 1888, on board the Peninsular and Oriental Company's steamer *Shannon*. Your Secretary, in the Public Works Department, has been duly advised of his departure, and has been asked to instruct him as to his further movements.

4. Mr. Matthews has received an advance of pay, amounting to £20, and has requested that a family allotment of £5 per mensem, commencing on the 1st August for the month of July, may be paid on his behalf in this country. The above sums should be deducted from his pay in India as usual.

ENCLOSURE.

ARTICLES OF AGREEMENT made the Twenty-eighth day of June, One thousand eight hundred and eighty-eight, BETWEEN BENJAMIN JAMES MATTHEWS of Drybrook near Mitcheldeane in the county of Gloucester of the first part and THE SECRETARY OF STATE FOR INDIA IN COUNCIL of the second part.

WHEREAS the Secretary of State for India in Council has engaged the party of the first part to serve Her Majesty in India as a rock-drilling machine man and tunneller in connection with the Periyár Irrigation Project. NOW THESE PRESENTS WITNESS, and the parties hereto respectively agree as follows :—

1. That the party of the first part will as soon as he may be directed by the Secretary of State for India in Council proceed to Madras for which purpose he will be provided with a second-class passage and be allowed Ten shillings which shall cover all extra expenses whatsoever of the journey.

2. That the party of the first part will on arrival at Madras report himself to the Government of Madras and will proceed to such place in Madras as he may be directed, for which purpose he will be allowed, for journeys by rail, double second-class fare (to cover all baggage and extras whatsoever) and for such journeys by road as may be necessary, Five annas for every mile he may travel, but if he shall be ordered to travel by any special conveyance he shall in

that case be allowed his actual outlay therein. Should he be detained under orders at the port of debarkation or elsewhere, he will receive halting allowance at the rate of Rupees Two for every day he is so detained but should his detention arise from any other cause whatsoever he will not be entitled to an allowance of any kind.

3. That the party of the first part will submit himself to the orders of the Government and of the officers and authorities under whom he may be from time to time placed, and will remain in the said service for the space of two years from the date of these presents, unless he shall quit the service with the permission of the Government.

4. That the party of the first part will employ himself honestly, efficiently and diligently, under the orders and instructions of the officers and authorities aforesaid as a rock-drilling machine man and tunneller in connection with the Periyár Irrigation Project in which capacity he will discharge all duties appertaining to that office and do all things which may be required of him or which are necessary to be done in his capacity as aforesaid and will make himself in other respects generally useful as may be required of him by the Government or any officer thereof who shall be placed over him, and that he will do his best to instruct in the mysteries of his art the workmen and others who may be placed under him.

5. That the party of the first part will not on any pretence absent himself from his duties without having first obtained the permission of Government or its authorised officers, and that he will devote his whole time to the duties of the service, and will not on his own account or otherwise, either directly or indirectly, carry on or be concerned in any trade, traffic or business whatsoever.

6. That the party of the first part will, when required, take upon himself the responsible charge of Government money and stores, and will truly and faithfully account for and pay over or deliver to the proper person all money goods and stores which shall at any time come to his hand or be under his charge on account of Government.

7. That the party of the first part will conform to all the rules and regulations of the department of the Government service to which he may belong, and will obey all such orders and directions as he shall from time to time receive, and that in case he shall be guilty of any insubordination, drunkenness, or other misconduct, or of any breach or non-performance of any of the provisions of these presents, it shall be lawful for the Government or their officers having authority for that purpose to discharge him from the service, and that upon such discharge he will forthwith peaceably leave the service.

8. That unless he the party of the first part shall receive notice in writing from some authorised officer of the Government, three calendar months before the expiration of the said term of two years, that Government no longer requires his services, or unless he shall give notice in writing to the Government, three calendar months before the expiration of the said term that he is desirous to put an end to his service under these presents, he will continue therein after the expiration of the said term of two years for the further period of three years upon the like terms and conditions as are herein contained. Provided always that the Government shall be at liberty to put an end to his service under these presents at any time during such further period of three years on giving to him three calendar months' notice in writing.

9. That if the party of the first part shall observe and comply with all the provisions of these presents, there shall be paid to him for such a time as he shall be actually in the service and perform his duties a salary at and after the rate of Rupees Three hundred per mensem, but that, in the event of his temporary absence from duty by reason of sickness, or on leave or otherwise he shall be paid such salary only as shall be determined by the rules from time to time in force in the department to which he shall for the time being belong.

10. That the salary from time to time payable to the party of the first part shall be payable monthly in India, commencing from the date of these presents, and ceasing on the day of his quitting the service or on the day of his discharge therefrom, or on the day of his death, if he shall die whilst therein, and that if he shall at all times discharge his duties to the satisfaction of Government, and shall on the expiration of the said term quit the service with the approbation of Government his wages shall be calculated and paid up to the date of his arrival in England provided he proceeds there with all due despatch, and as he may be directed by the Government, but that he will not be entitled to any pension.

11. That in addition to the said salary there shall be paid to him such sums for overtime and other allowances as may be payable under the rules from time to time in force in the department to which he belongs.

12. That if the party of the first part shall at the expiration of the said term of two years or of such extension thereof as aforesaid leave the said service with the approbation of Government, and having satisfactorily at all times performed his duties or if he shall be compelled by ill health, not brought on by his own neglect or carelessness or misconduct (of which the certificate of the proper Medical officers of Government shall be conclusive) to quit such service, and shall actually quit the same in India and up to that time shall have performed his duties to the satisfaction of Government he shall be provided with a free second-class passage to England, and

be allowed Ten rupees which shall cover all extra expenses whatsoever in the course of his journey provided that he claims such passage within three months from the determination of his service and leaves India within that time, and otherwise as Government may direct.

13. That if it shall be reported to Government by the officers under whom he shall be placed that the party of the first part is not competent to perform any one or more of the duties aforesaid undertaken by him, it shall be lawful for Government to dismiss him forthwith from the service.

14. That if the party of the first part shall be guilty of any insubordination, drunkenness, intemperance, or other misconduct or of the breach of any of the provisions herein contained whereby he shall be subject to dismissal, he will pay to Government a sum equal to one year's salary in respect thereof and that if he shall absent himself from the said service without first obtaining permission as aforesaid, or in case of sickness without forwarding a proper Medical certificate to the officer under whom he shall for the time being be placed he shall pay Rupees Ten per diem for every day he shall be so absent, and that if he shall at any time quit the service without the permission of the Government he will pay Rupees Ten per diem for every day between the day when he shall so quit the service and the day when his said service would have expired, and that all the said several sums shall become due, and be paid by the party of the first part as and by way of liquidated damages and shall upon demand be paid by him to such person as may be directed by Government to demand the same. Provided nevertheless that it shall be lawful for the Government to deduct the same out of any money which may be payable to the party of the first part on any account whatever.

15. That in any payments made in Great Britain under these presents notwithstanding any rule to the contrary, the rate of exchange between England and India annually fixed by the Secretary of State for India in Council in communication with the Lords Commissioners of the Treasury shall be observed.

16. That the proceedings letters and reports of the Governor-General of India in Council or of any of the Local Governments, and of all other the officers and Agents of Government, or any copies thereof or extracts therefrom which shall be sent to the Secretary of State for India in Council or to any officers or servants in the Indian service of Her Majesty in England or elsewhere in any way relating to the sums of money to be paid or allowed to the party of the first part or to his conduct or in any way relating to the premises, shall be received as conclusive evidence of any matter therein contained in any action 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 party of the first part and ROBERT HARDIE, Esq., and Colonel HENRY YULE, C.B., being two Members of the Council of India have hereunto set their hands the day and year first above written.

Signed by the above-named party of the first part in the presence of } B. J. MATTHEWS.

WILLIAM COWMEADOW,
Engine Driver, Drybrook, Gloucester.

Signed by the above-named two Members of the Council of India in the presence of } R. HARDIE. H. YULE.

W. H. TREASURE, India office.

ORDER—dated 14th August 1888, No. 2478 W., Public Works.

Communicated to the Superintending Engineer, Periyár Project, and the Examiner, Public Works Accounts, for information and guidance, in continuation of G.O. No. 2238 W., dated 23rd July 1888.

(True Extract.)

Captain, R.E.,
Under-Secy. to Govt., P.W.D.

To the Superintending Engineer, Periyár Project.
" Chief Engineer for Irrigation.
" Examiner, Public Works Accounts.

Exd. F. R. Bantleman.
Spare Copies

GENERAL
ESTABLISHMENT.

Govt. of {1888} Madras.

PUBLIC WORKS.

Dated August, 14th.

Encl.

Read.

G.O., 14th Aug. 1888, No. 2478 W.

AUGUST.

Periyar Irrigation Project

Communicating to the Superintending Engineer, Periyar Project, and the Examiner, Public Works Accounts, despatch from the Secretary of State for India forwarding copy of a written agreement entered into with Mr. Benjamin James Matthews, to serve as a rock-drilling machine man and tunneller, in connection with the —.

Public Works (Stores)

No. 3.

2 STP/M

India Office.

London. 19th July 1888.

My Lord,

With reference to the demand for tunnelling and quarrying machinery in the indent for the Periyar irrigation project, forwarded with your Secretary's letter in the Public Works Department. No. 670 W., of 27th February 1888, I have to inform your Lordship that Colonel Pennycuick R.E. recommended that a Mechanic accustomed to work such machinery should be engaged to take charge of it, at a salary of 300 rupees per mensem. He also stated that the man's services would probably be required for a period of four or five years, and suggested that an

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

an agreement should, in the first instance, be entered into for two years, subject to renewal at the end of that period.

2. Mr. Benjamin James Matthews has been selected for the appointment in question, and an executed copy of the agreement which has been entered into with him, is forwarded herewith for your information.

3. Mr. Matthews left England for Madras viâ Bombay, on the 5th July 1888, on board the Peninsular and Oriental Company's steamer "Shannon". Your Secretary in the Public Works Department has been duly advised of his departure, and has been asked

asked to instruct him as to his further movements.

4. Mr. Matthews has received an advance of pay amounting to £20, and has requested that a family allotment of £5 per mensem, commencing on the 1st August for the month of July, may be paid on his behalf in this country. The above sums should be deducted from his pay in India, as usual.

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

Lovs..

№ 2194 W of 11. VII. 88
" 670 W of 7. II. 88
" 2358 W of 23. VII. 88

Genl Staff

№ 3

P.W.C.R.

Public Works (Stores)
19 July 1888

The Letter to Fort St. George
№ 3

Communicated to
the Superintending
Engineer Periyar Project
and the Commissioner
Public Works Accounts
for information and
guidance in continuation
of G.O. 2238 W of 23 ult.
July 1888.

J.W.
11/8/88

1 Lt. Periyar Project
11 Chief Engr. Madras
11 Comptr. Madras
1 Sec. Madras
50

24/8

3 St.

Articles of Agreement

made the Twenty eighth day of June One thousand eight hundred and eighty eight Between Benjamen James Matthews of Drybrook near Micheldean in the County of Gloucester of the first part and The Secretary of State for India in Council of the second part.

Whereas the Secretary of State for India in Council has engaged the party of the first part to serve Her Majesty in India as a Rock Drilling Machine Man and Tunneller in connection with the Periyar Irrigation Project Now these Presents witness, and the parties hereto respectively agree as follows:-

1. That the party of the first part will as soon as he may be directed by the Secretary of State for India in Council proceed to Madras for which purpose he will be provided with a second class passage and be allowed ten shillings which shall cover all extra expenses whatsoever of the journey.

2. That the party of the first part will on arrival at Madras report himself to the Government of Madras and will proceed to such place in Madras as he may be directed, for which purpose he will be allowed, for journeys by rail, double second class fare (to cover all baggage and extras whatsoever) and for such journeys by road as may be necessary five Annas for every mile he may travel, but if he shall be ordered to travel by any special conveyance he shall in that case be allowed his actual outlay therein. Should he be detained under orders at the Port of debarkation or elsewhere, he will receive halting allowance at the rate of Rupees two for every day he is so detained but should his detention arise from any other cause whatsoever he will not be entitled to an allowance of any kind.

3. That the party of the first part will submit himself to the orders of the Government and of the Officers and Authorities under whom he may be from time to time placed, and will remain in the said Service for the space of two years from the date of these Presents, unless he shall quit the service with the permission of the Government.

4. That the party of the first part will employ himself honestly, efficiently and diligently under the orders and instructions of the Officers and Authorities aforesaid as a Rock Drilling Machine Man and Tunneller in connection with the Periyar Irrigation Project in which capacity he will discharge all duties appertaining to that Office and do all things which may be required of him or which are necessary to be done in his capacity as aforesaid and will make himself in other respects generally useful as may be required of him by the Government or any Officer thereof who shall be placed over him, and that he will do his best to instruct in the mysteries of his art the workmen and others who may be placed under him.

5. That the party of the first part will not on any pretence absent himself from his duties without having first obtained the permission of Government or its authorized Officers, and that he will devote his whole time to the duties of the Service and will not on his own account or otherwise, either directly or indirectly carry on or be concerned in any trade, traffic or business whatsoever.

6. That the party of the first part will, when required, take upon himself the responsible charge of Government money and stores, and will truly and faithfully account for and pay over or deliver to the proper person all money goods and stores which shall at any time come to his hand or be under his charge on account of Government.

7. That the party of the first part will conform to all the rules and regulations of the Department of the Government Service to which he may belong, and will obey all such orders and directions as he shall from time to time receive, and that in case he shall be guilty of any insubordination, drunkenness, or other misconduct, or of any breach or non performance of any of the provisions of these presents, it shall be lawful for the Government or their Officers having authority for that purpose to discharge him from the service, and he on such discharge he will forthwith, peaceably leave the service.

8. That unless he the party of the first part shall receive notice in writing from some authorized Officer of the Government three Calendar months before the expiration of the said term of two years, that Government no

longer required his services, or unless he shall give notice in writing to the Government, three Calendar months before the expiration of the said term that he is desirous to put an end to his service under these presents, he will continue therein upon the expiration of the said term of two years for the further period of three years upon the like terms and conditions as are herein contained Provided always that the Government shall be at liberty to put an end to his service under these presents at any time during such further period of three years on giving to him three Calendar months notice in writing.

9. That if the party of the first part shall observe and comply with all the provisions of these presents there shall be paid to him for such a time as he shall be actually in the service and perform his duties a salary after the rate of Rupees Three hundred per mensem but that in the event of his temporary absence from duty by reason of sickness, or on leave or otherwise he shall be paid such salary only as shall be determined by the rules from time to time in force in the Department to which he shall for the time being belong.

10. That the salary from time to time payable to the party of the first part shall be payable monthly in India, commencing from the date of these presents, and ceasing on the day of his quitting the service or on the day of his discharge therefrom or on the day of his death, if he shall die whilst therein, and that if he shall not receive his discharge previously thereto, he shall on the expiration of the said term of two years of the service with the approbation of Government his wages shall be calculated and paid up to the date of his arrival in England provided he proceeds there with all due despatch, and as he may be directed by the Government, but that he will not be entitled to any pension.

11. That in addition to the said salary there shall be paid to him such sums for overtime and other allowances as may be payable under the Rules from time to time in force in the Department to which he belongs.

12. That if the party of the first part shall at the expiration of the said term of two years or of such extension thereof as aforesaid leave the said service with the approbation of Government and having satisfactorily at all times performed his duties or if he shall be compelled by ill health not brought on by his own neglect or wilfulness or misconduct (of which the last clause of the proper Government shall be conclusive) to quit such service and shall actually quit the same within one month after he shall have performed his duties to the satisfaction of Government up to that time shall have performed his duties to the satisfaction of Government he shall be provided with a free second class passage to England and to allowed upon rupees which shall recover all other expenses whatsoever in the course of his journey provided that he claims such passage within three months from the determination of his service and leaves India within that time, and otherwise as Government may direct.

13. That if he shall be posted to Government by the Officers under whom he shall be placed that the party of the first part is not competent to perform any one or more of the duties aforesaid undertaken by him it shall be lawful for Government to dismiss him forthwith from the service.

14. That if the party of the first part shall be guilty of any insubordination, drunkenness, intemperance or other misconduct or of the breach of any of the provisions herein contained whereby he shall be subject to dismissal he will pay to Government a sum equal to one years salary in respect thereof and that if he shall absent himself from the said service without first obtaining permission as aforesaid, or in case of sickness without forwarding a proper Medical Certificate to the Officer under whom he shall for the time being be placed he will pay Rupees ten per diem for every day he shall be so absent, and that if he shall at any time quit the service without the permission aforesaid in the days during which his said service would have ~~Rupees ten per diem~~ every day he is so absent as aforesaid sums shall become due and be paid by the party of the first part as aforesaid and that all the said several sums shall become due and be paid by the party of the first part as aforesaid and that all the said several sums shall become due and be paid by him to such person as may be directed and by way of liquidated damages and shall upon demand be paid by him to such person as may be directed by Government to demand the same Provided nevertheless that it shall be lawful for the Government to deduct the amount of any money which may be payable to the party of the first part on any account whatever.

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16. That the proceedings letters and reports of the Governor General of India in Council or of any of the Local Governments and of all other the Officers and Agents of Government, or any copies thereof or extracts therefrom which shall be sent to the Secretary of State for India in Council or to any Officers or Servants in the Indian Service of Her Majesty in England or elsewhere in any way relating to the sums of money to be paid or allowed to the party of the first part or to his conduct or in any way relating to the premises shall be received as conclusive evidence of any matter therein contained in any action 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 party of the first part and Robert Hardie Esquire and Colonel Henry Yule CB — 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 party of the first part in the presence of

B J Matthews

William Commander in Engineers
Weybridge
Surrey

Signed by the above named two Members of the Council of India in the presence of

E V Cleaver
India Office

R Hardie
Yule

Mr B. J. Matthews.

Articles of Agreement

as Rock Drilling Machine Man and Tunneller in connection with the Penyar Irrigation Project.

Cobl. (1838)

PUBLIC WORKS.

Print: 09ⁿ

14th Augt 2478 W

Perujet Irrigation Project

Communicating to the Superin:
= tending Engineer, Perijan Project,
and the Examiner P. W. Accounts,
despatch from the Secretary of
State for India, forwarding copy
of a written agreement entered
into with Mr Benjamin James
Mathews, to serve as a Rock
Drilling Machine Man, and ⁊c.
Juniches, in connection with the

60/4