

Agreement

made this 15th (Fifteenth) day of May One thousand eight hundred and ninety five Between The Undersigned one of the Crown Agents for the Colonies of Downing Street London in the County of Middlesex acting for and on behalf of The Government of Selangor (hereinafter called the Government) of the one part and Arthur Benison Hubback of 134 Upper Parliament Street Liverpool in the County of Lancaster of the other part.

Selangor
Regⁿ N^o 520
app^{to}

C. S. O.
4818
REG. 29. 11. 1895

Whereby it is agreed by and between the parties hereto as follows:-

1. The said Arthur Benison Hubback (hereinafter called the person engaged) is hereby selected for appointment upon the terms and conditions hereinafter set forth to be Chief Draughtsman in the Public Works Department of the State of Selangor.
2. The term of engagement of the person engaged shall be Three years from the date of his arrival in Selangor, which period the Government shall be at liberty to extend to Five years or to a further period as hereinafter provided in Clause 9 by giving notice to the person engaged three months previous to the expiration of the aforesaid period of three years.
3. The person engaged shall proceed to Selangor at such time as shall be prescribed by the Crown Agents for the Colonies the Government providing him with a free passage First Class by Steamer other than a mail steamer from England to Singapore from whence he will be conveyed to Klang in the State of Selangor and (subject to Clause 7) back again to England on the

Registered in the Civil Office N. 117.
State works
arrived 5/7/95

expiration of this Agreement provided he leaves for England within a period of One month from the date of such expiration.

4. The person engaged shall on arrival reside where ordered and faithfully and diligently employ the whole of his time in the service of the Government as Chief Draughtsman or in any similar capacity that the Government or any Officer duly authorised in that behalf shall require and he shall not directly or indirectly engage or be concerned in any other service or business whatsoever and he shall use his utmost exertions to promote the interests of the Government.
5. The Government shall pay the person engaged during the continuance of his services a Salary at the rate of Eighteen hundred dollars (\$1800) per annum so long as he remains in the service of the Government such salary to be paid to him in twelve equal monthly instalments to commence from the day of his arrival at Klang in the State of Selangor and shall also pay him from the day of his embarkation or departure from England until the day of his arrival at Klang in the State of Selangor after the rate of one half of the above salary. He shall also be provided with free unfurnished quarters.
6. In case the person engaged shall complete the term of Three years service in Selangor at the least and his services shall then be dispensed with and he receives a certificate of good conduct from the proper Officer of the Government then the Government shall pay to him his Salary for the period of one month after the time when he shall cease to do duty in Selangor in pursuance of this Agreement

provided that he leaves for England within one month after he shall so cease to do duty.

7. If the person engaged shall at any time neglect or refuse or from any cause arising out of his own default become or be unable to conform or comply with all or any of the provisions of this Agreement or any of the duties required of him or all or any of the orders of the Government or any Officer duly authorised in that behalf or shall correspond verbally or otherwise directly or indirectly on matters in respect of which he is employed by the Government with any person or persons except as duly authorised or shall publish directly or indirectly any document or information of any kind whatever connected with such matters as aforesaid or shall in any manner misconduct himself it shall be lawful for the Government or duly authorised Officer to suspend him from his office and salary and it shall be competent to the Government to declare his appointment under this Agreement at an end as from the date of such suspension or at any time without such suspension for all or any of such causes and upon the determination of the employment of the person engaged under this Agreement whether at the end of the said term or earlier the Government shall not be under any obligation to provide him with a passage to England and he shall be liable to refund the cost of his passage to the State.

8. In the event of the Government becoming desirous of determining the engagement of the person engaged at any time during the currency of the same it shall be at liberty to do so on giving him six months notice (signed by any duly authorised Officer) determinable at any period of the year or on the Government paying him three months salary and providing him with a

free first class passage by steamer other than mail steamer to England and the Government shall also provide him with such a free passage to England in the event of his being under the necessity from illness of resigning his appointment and returning home provided that it shall be satisfactorily established that such necessity exists and that it is not occasioned by any misconduct on his part and upon his producing a certificate from the proper Officer of the Government to that effect but if the person engaged shall at any time during this engagement resign his appointment from any cause (illness excepted, not caused by his own misconduct) he shall refund to the Government or to the Crown Agents for the Colonies the cost of his passage to the State.

9. On the expiration of this engagement as hereinbefore provided the Government shall have the option of extending the appointment for such period as may be mutually agreed upon or of making the engagement of the person engaged a permanent one by placing him on the fixed establishment of the State with the regulation privileges as regards leave of absence and retiring allowance on his quitting the public service but in such case his claim to a free return passage to England as provided for in Clause 3 will cease and determine.
10. The person engaged agrees to make no claim on the Government or on the Crown Agents for the Colonies in respect of the fluctuation in the value of the dollar. For the purpose of payment in this Country of leave salary the dollar shall be reckoned at the exchange of four shillings ($4/-$) and for pensions at three shillings and eight pence ($3/8$)
11. The Government shall out of the salary to be paid

to the person engaged deduct and retain the sum of _____ pounds (£ _____) per calendar month therefrom for which amount the Government will hand to him a draft at three days sight drawn on the Crown Agents for the Colonies payable to the Order of _____ the _____ of the person engaged, and its endorsement thereon shall be a sufficient discharge for the sum so remitted. The bill will be drawn at the current rate of exchange.

12. The Crown Agents for the Colonies shall not be in anywise personally liable for any matters arising out of this Agreement.

In witness whereof the said parties have hereunto set their hands.

Signed by

ERNEST EDWARD BLAKE

(One of the Crown Agents for the Colonies) in the presence of -

E. E. Blake

Of Witness

Name

A. Hubback

Address

Downing St.
Spa.

Signed by the above named Arthur Benison Hubback in the presence of -

Arthur Benison Hubback
A. B. H.

Of Witness

Name Thomas Sheldrake Esq.

Address Municipal Office Liverpool

Occupation Corporation Surveyor Liverpool

Dated 15th May 1895.

Crown Agents for the
Colonies

— and —

A. J. Hubbard.

Chief Draughtsman Selangor.

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