

Government of Madras.

EDUCATIONAL DEPARTMENT.

Recd.

Regd.

} 1909.

Enclosures

Spare copies

(10)

G.O., No. 236, 26th April 1909.

Trust-deed.

Approving the form submitted by the Director of Public Instruction of the — to be executed by Managers of European schools receiving building grant.

Government of Madras.

EDUCATIONAL DEPARTMENT.

Recd.

Regd.

} 1909.

Enclosures

Spare copies

G.O., No. 236, 26th April 1909.

Trust-deed.

Approving the form submitted by the Director of Public Instruction of the — to be executed by Managers of European schools receiving building grant.

GOVERNMENT OF MADRAS.

EDUCATIONAL DEPARTMENT.

READ—the following papers :—

I

Letter—from J. H. STONE, Esq., M.A., Acting Director of Public Instruction, Madras.

To—the Secretary to Government, Educational Department.

Dated—the 3rd February 1909.

No.—Ref. on Cur. 4698/06.

In G.O., No. 462, Educational, dated 13th June 1908, a maximum grant of Rs. 10,000 was sanctioned towards the purchase of a building for the St. Peter's European school, Ráyapuram, Madras. One of the conditions of payment of the grant is the execution of the trust-deed in the standard form given in appendix III to the Code of Regulations for European schools or in such other form as may be approved by Government. In regard to this condition, the correspondent wrote as follows on behalf of the management :—

“ With regard to the trust-deed, we should have no difficulty in executing it “ but for the fact that our property is ecclesiastical property which is by Canon Law “ inalienable and the terms of the trust deed therefore present a serious difficulty. We “ should esteem it a favour if you can see your way to modifying this condition so as “ to enable us to provide security the terms of which will not infringe the above “ mentioned provision of the Canon Law.”

2. Dr. Bourne understood that the management would have no objection if the trust-deed made it clear that Government could not sell or foreclose or do anything of the kind if the grant money were at any time repaid in full or such portion of it as Government agreed to accept. He considered that there could be no objection on the part of Government to that course as all that was wanted was security that public money would be utilized for the purpose for which it was given or that it would be repaid, and he therefore requested the Government Solicitor to furnish him with a draft form of the trust-deed on the lines of that given in appendix III to the Code of Regulations for European schools modifying the provisions as indicated above to suit the case under reference. A copy of his letter to the Government Solicitor, Ref. on Cur. No. 4698/06, dated 19th November 1908, is submitted herewith where his views are fully explained. The Government Solicitor has accordingly furnished a draft form of the deed inviting attention to the fact that in it the power of sale is made exerciseable only conditionally in the event of default being made both in maintaining the school and in repayment of the grant-in-aid and that it also contains a proviso placing the Secretary of State under the obligation to reconvey the property in the event of the grant-in-aid being at any time repaid. A copy of the deed was forwarded to the correspondent of the school who, on behalf of the management, says that they have no objection to execute it in that form.

3. I have, therefore, the honour to submit a copy of the draft form of the deed and to request that it may be approved in the case of the school under reference and in the case of other schools whose managers have similar objection to executing the deed in the form given in appendix III.

ENCLOSURES.

(1)

THIS INDENTURE made the day of 190 between [MOTHER SIGNORI RYAN Lady Superior of the Presentation Convent McLean Street Georgetown Madras] hereinafter called “ the said Trustee ” of the one part and the SECRETARY OF STATE FOR INDIA IN COUNCIL hereinafter called “ the said Secretary of State ” of the other part WHEREAS the piece or parcel of land hereinafter described and expressed to be hereby assured is now vested in the said Trustee as Trustee of the [St. Peter's European School] AND WHEREAS the said Trustee has applied to the said Secretary of State for a grant-in-aid of the purchase of the said piece or parcel of land and the buildings thereon for the use of the said school AND WHEREAS the Director of Public Instruction for the Presidency of Madras acting for and on behalf of the said Secretary of State has satisfied himself that the said piece or parcel of land and buildings are suited to the said school and that the title to the said land is in order and has accordingly sanctioned a grant of [Rs. 10,000] to be paid to the said Trustee in consideration of her executing in favour of the said Secretary of State such conveyance or assurance as is hereinafter contained NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement in this behalf and in consideration of the said grant-in-aid or sum of Rs. 10,000 to be hereafter paid as aforesaid by the said Secretary of State to the said Trustee she the said Trustee doth hereby grant convey and assign unto the said Secretary of State his successors and assigns ALL THAT piece or parcel of land

together with all and singular the buildings and erections now being or which may hereafter be thereon and all rights easements and appurtenants whatsoever usually held or occupied therewith or reputed to belong or be appurtenant thereto and also all furniture fixtures fittings maps and other school apparatus school books and chattels for the time being in and belonging to or used or to be used for the said school and all the estate right title interest claim and demand of the said Trustee into and upon the said hereditaments and premises TO HAVE and TO HOLD the said piece or parcel of land hereditaments chattels and effects and all other the premises expressed to be hereby assured unto and to the use of the said Secretary of State his successors in office and assigns according to the nature and tenure thereof respectively upon the trusts nevertheless and to and for the intents and purposes following, that is to say, upon trust to permit the same hereditaments and premises to be used as a school for the education of European children the said school to be managed and conducted in all respects in accordance with the rules and regulations for the time being in force of the Education Department in the Madras Presidency and to be always open at all times to the inspection of the Director of Public Instruction in such Presidency for the time being or of any officers of Government appointed for that purpose and upon further trust in case the said Trustee or her successors in that office shall at any time fail to maintain and keep in good and substantial order and repair and condition the buildings erected on the said hereditaments and premises to the end that the same may be always efficient for use for the purposes of the said school or if the said school shall at any time cease to exist or cease to be conducted in accordance with the foregoing rules and if in any of such cases “ the said trustee or her successors in that office shall fail to repay to the said Secretary of State the said grant-in-aid or sum of Rs. 10,000 or such lesser amount as may be determined by the Government of Madras then to make sale and absolutely dispose of the said hereditaments and premises and apply the proceeds of such sale after payment thereout of all costs and expenses attending the same in or towards recouping or reimbursing to the said Secretary of State his successors or assigns the said grant-in-aid or sum of [Rs. 10,000] and pay the surplus if any to the said Trustee or other the Trustees or Trustee for the time being of the said school. PROVIDED ALWAYS that the said Secretary of State his successors or assigns shall not exercise the said trust for sale unless and until he or they shall have served on the said Trustee or her successor or successors in that office a notice in writing requiring payment of the said grant-in-aid or sum of Rs. 10,000 or other the amount to be fixed by the Government of Madras and default shall have been made in payment thereof for three calendar months after such service. PROVIDED ALSO and it is hereby agreed and declared that if the said Trustee or her successor or successors in that office shall at any time repay to the said Secretary of State his successors or assigns the said grant-in-aid or sum of Rs. 10,000 or other the amount to be fixed by the Government of Madras the said Secretary of State his successors or assigns shall reconvey and reassign unto the said Trustee or her successor or successors in that office for the time being or as she or they may direct the said hereditaments and premises hereby expressed to be hereby granted conveyed and assigned. IN WITNESS thereof the said parties to these presents have hereunto set their respective hands and seals the day and year first above written.

SIGNED sealed and delivered by the abovenamed
[MOTHER SIGNORI RYAN] in the presence of
.....

SIGNED sealed and delivered by the Director of
Public Instruction of Madras for and on
behalf of His Excellency the Governor of
Madras acting (in the premises) for and on
behalf of the SECRETARY OF STATE FOR INDIA
IN COUNCIL in the presence of.

(2)

Letter—from the Hon'ble Mr. A. G. BOURNE, D.Sc., F.R.S., C.I.E., Director of Public Instruction.

To—the Government Solicitor, Madras.

Dated—Madras, the 19th November 1908.

No.—Ref. on C. 4698 of 1906.

With reference to your letter No. 857, dated 6th November 1908, I have the honour to state that what I propose to insert is a clause somewhat to this effect:—

“provided that if at any time the management shall repay the said grant or such portion of it as may be determined by the Government of Madras acting for and on behalf of the Secretary of State for India in Council, there shall be no power to sell”.

Such a proviso will satisfy the management and will not alter in any way the validity or otherwise of the deed. These deeds without such a proviso have been already executed and it may be that in some cases the trustees would be able to repudiate the deed on the ground that they had no power to execute it under the Canon Law. I do not think that this question is now under consideration; in practice, we should have other means of dealing with such an attitude namely the stopping of all future teaching grants to the mission.

I take it that these managers do not quite know whether they have the power or not to mortgage church property but they do know that they could at any time repay the grant and that if it were put in black and white that on repayment there would be no power of sale they would assume their ability to execute the deed.

The Government will be just as secure with the proviso as without it and the Government of India have by formulating the original draft apparently agreed to take the risk that it would not be repudiated.

Unless this position is untenable, I would ask you to be good enough to put the proviso into legal phraseology.

II

Memorandum No. 217-1, Educational, dated 4th March 1909.

The proviso newly inserted in the form of the trust-deed submitted with the Director of Public Instruction's letter R.C. No. 4698/06, dated 3rd February 1909, while providing for the sale of the property if the amount of the grant is not repaid and for three months' notice before any sale of the property in default of repayment, imposes an obligation upon the Secretary of State to reconvey the property to the trustee “if the said trustee or her successor or successors in that office shall, at any time, repay to the said Secretary of State, his successor or assigns, the said grant-in-aid or sum of Rs. 10,000 or other amount to be fixed by the Government of Madras”. Should the Government exercise their power of sale under the deed and the property be actually sold, it will be clearly impossible to reconvey the property in the event of the repayment of the amount of grant-in-aid at any subsequent time. The attention of the Director of Public Instruction is drawn to this point and he is requested to explain whether the proviso does not in these circumstances require alteration.

(By Order.)

C. A. SOUTER,
Ag. Under Secretary to Government.

To the Director of Public Instruction.

III

Letter—from the Hon'ble Mr. A. G. BOURNE, D.Sc., F.R.S., C.I.E., Director of Public Instruction.

To—the Secretary to Government, Educational Department.

Dated—Madras, the 8th April 1909.

No.—Ref. on Cur. No. 4698 of 1906.

With reference to Government Memorandum No. 217-1, Educational, dated 4th March 1909, I have the honour to state that I have consulted the Government Solicitor who suggests that the difficulty can be met by inserting after the words “at any time” in the second proviso the words “before the said hereditaments and premises shall have been sold in exercise of the said trust for sale”. The deed may be altered accordingly.

Order—No. 236, Educational, dated 26th April 1909.

The form of trust-deed submitted by the Director of Public Instruction is approved as shown in the annexure to these proceedings.

(True Extract.)

A. BUTTERWORTH,
Ag. Secretary to Government.

To the Director of Public Instruction.

ANNEXURE.

THIS INDENTURE made the day of 190 between

hereinafter called "the said Trustee" of the one part and the SECRETARY OF STATE FOR INDIA IN COUNCIL hereinafter called "the said Secretary of State" of the other part WHEREAS the piece or parcel of land hereinafter described and expressed to be hereby assured is now vested in the said Trustee as Trustee of the AND WHEREAS the said Trustee has applied to the said Secretary of State for a grant-in-aid of the purchase of the said piece or parcel of land and the buildings thereon for the use of the said school AND WHEREAS the Director of Public Instruction for the Presidency of Madras acting for and on behalf of the said Secretary of State has satisfied himself that the said piece or parcel of land and buildings are suited to the said school and that the title to the said land is in order and has accordingly sanctioned a grant of to be paid to the said Trustee in consideration of her executing in favour of the said Secretary of State such conveyance or assurance as is hereinafter contained Now THIS INDENTURE WITNESSETH that in pursuance of the said Agreement in this behalf and in consideration of the said grant-in-aid or sum of to be hereafter paid as aforesaid by the said Secretary of State to the said Trustee she the said Trustee doth hereby grant convey and assign unto the said Secretary of State his successors and assigns ALL THAT piece or parcel of land

together with all and singular the buildings and erections now being or which may hereafter be thereon and all rights easements and appurtenants whatsoever usually held or occupied therewith or reputed to belong or be appurtenant thereto and also all furniture fixtures fittings maps and other school apparatus school books and chattels for the time being in and belonging to or used or to be used for the said school and all the estate right title interest claim and demand of the said Trustee into and upon the said hereditaments and premises TO HAVE and TO HOLD the said piece or parcel of land hereditaments chattels and effects and all other the premises expressed to be hereby assured unto and to the use of the said Secretary of State his successors in office and assigns according to the nature and tenure thereof respectively upon the trusts nevertheless and to and for the intents and purposes following, that is to say, upon trust to permit the same hereditaments and premises to be used as a school for the education of European children the said school to be managed and conducted in all respects in accordance with the rules and regulations for the time being in force of the Education Department in the Madras Presidency and to be always open at all times to the inspection of the Director of Public Instruction in such Presidency for the time being or of any officers of Government appointed for that purpose and upon further trust in case the said Trustee or her successors in that office shall at any time fail to maintain and keep in good and substantial order and repair and condition the buildings erected on the said hereditaments and premises to the end that the same may be always efficient for use for the purposes of the said school or if the said school shall at any time cease to exist or cease to be conducted in accordance with the foregoing rules and if in any of such cases "the said trustee or her successors in that office shall fail to repay to the said Secretary of State the said grant-in-aid or sum of or such lesser amount as may be determined by the Government of Madras then to make sale and absolutely dispose of the said hereditaments and premises and apply the proceeds of such sale after payment thereof of all costs and expenses attending the same in or towards recouping or reimbursing to the said Secretary of State his successors or assigns the said grant-in-aid or sum of and pay the surplus if any to the said Trustee or other the Trustees or Trustee for the time being of the said school. PROVIDED ALWAYS that the said Secretary of State his successors or assigns shall not exercise the said trust for sale unless and until he or they shall have served on the said Trustee or her successor or successors in that office a notice in writing requiring payment of the said grant-in-aid or sum of or other the amount to be fixed by the Government of Madras and default shall have been made in payment thereof for three calendar months after such service. PROVIDED ALSO and it is hereby agreed and declared that if the said Trustee or her successor or successors in that office shall at any time before the said hereditaments and premises shall have been sold in exercise of the said trust for sale repay to the said Secretary of State his successors or assigns the said grant-in-aid or sum of or other the amount to be fixed by the Government of Madras the said Secretary of State his successors or assigns shall reconvey and reassign unto the said Trustee or her successor or successors in that office for the time being or as she or they may direct the said hereditaments and premises hereby expressed to be hereby granted conveyed and assigned. IN WITNESS thereof the said parties to these presents have hereunto set their respective hands and seals the day and year first above written.

SIGNED sealed and delivered by the abovenamed }
in the presence of }

SIGNED sealed and delivered by the Director of }
Public Instruction of Madras for and on }
behalf of His Excellency the Governor of }
Madras acting (in the premises) for and on }
behalf of the SECRETARY OF STATE FOR INDIA }
IN COUNCIL in the presence of, }

EDUCATIONAL DEPARTMENT.

NOTES CONNECTED WITH G.O., No. 236, EDUCATIONAL,
DATED 26TH APRIL 1909.

[SUBJECT.—A modified form of trust-deed to be executed by managers of European schools receiving building grants.]

From the Director of Public Instruction, dated 3rd February 1909, No. 4698.

Under article 56 of the Code of Regulations for European schools, the managers

Page 11 of the Code.

Page 45 of the Code.

of schools applying for a building grant "shall, unless specially exempted, under-
"take to execute a trust-deed in the
"standard form given in Appendix III
"to the Code or in such other form as may be sanctioned by the Local Govern-
ment."

2. In G.O., No. 462, Educational, dated 13th June 1908, the Government sanctioned a maximum building grant of Rs. 10,000 towards the cost of purchasing a building for the use of the St. Peter's European school, Ráyapuram, and informed the Director of Public Instruction that
* Paragraph 2 of G.O., No. 445, Educational, under article * 56 of the Code of Regulations for European schools, he was
dated 9th June 1908.

competent to exempt the manager of the school from executing the trust-deed required by that article.

3. The Director of Public Instruction states that the managers of the St. Peter's European school expressed their inability to execute a trust-deed in the standard form given in the Code, as their property was ecclesiastical property "which is by Canon Law inalienable", but that they were prepared to execute a modified trust-deed if the terms of it would not infringe the provisions of the Canon Law.

4. The Director has accordingly got the Government Solicitor to draw up a modified trust-deed for the St. Peter's European school and for other schools similarly circumstanced and now submits the draft form of the deed for the approval of Government.

5. The form of the trust-deed given in the Code has been modified *only* by the insertion of a proviso to the effect that *if* at any time the managers shall repay the grant made by the Government or such portion of it as may be determined by the Local Government, the Government shall have *no power to sell the property, but shall on the other hand reconvey the property to the managers.* This proviso is introduced at the end of the draft form. Please see also the portion which has been newly added.

6. The proposed alterations do not seem to affect the rights of Government in any way. The modified trust-deed may, therefore, be approved. It is observed that the managers of the St. Peter's school have accepted the modified deed.

7. The draft below is for approval.

T. KANAKASUNDARAM PILLAI—19-2-09.

It is observed that in the form of trust-deed prescribed in Appendix III to the Code of Regulations for European schools, the power of sale of buildings for which a grant is sanctioned under the Code, is exercisable by Government in the following cases:—

(1) when the trustees fail to maintain and keep in good and substantial order and repair and condition the buildings to be erected to the end, that the same may be always efficient for use for the purposes of the said school;

(2) when the school ceases to exist or ceases to be conducted in accordance with the rules for the time being in force of the Educational Department.

2. In the revised form of trust-deed, the power of sale is made exercisable only conditionally in the event of default being made both in maintaining the school and in refunding the Government grant. The revised form also contains a proviso placing the Secretary of State under the obligation to reconvey the property in the event of the grant being at any time repaid.

3. The modified form proposed by the Director of Public Instruction may be approved.

K. RANGASWAMI AIYANGAR—19-2-09.

It is said that under the Canon Law church property is inalienable. If then the church refuses to pay the Rs. 10,000 the same difficulties will arise. However, the Government Solicitor seems satisfied.

C. A. SOUTER—20-2-09.

The form seems to give Government the necessary hold on the institution and it may be accepted.

A. BUTTERWORTH—22-2-09.

The plea that this school property is inalienable under the Canon Law is bunkum if it is meant that it is legally inalienable as ecclesiastical property. I suppose they mean that they are *morally* bound not to alienate. The Canon Law in India binds nobody, I take it, but those who wish to be bound by it and then the obligation is unilateral. The law of the land recognizes no such restrictions on property.

If the school-owners regard themselves as precluded from alienating, then the modification of the deed does not carry out their wishes; for it does purport to convey and alienate to the Secretary of State the legal title in the property, in whom the deed vests it until the grant is paid off.

But if the grant is not repaid, what is to happen? The deed, as proposed, allows three months' notice before any sale of the property, in default of repayment, and it provides for sale if the money is not repaid then; so far, so good; but it goes on to impose an obligation upon Government, should the property be sold under the foregoing stipulation, to restore it *at any time* should the debt be paid off.

If Government exercised its power of sale and sold, it is clearly impossible to

A. BUTTERWORTH—1-3-09. | agree to reconvey in the event referred to. Please point this out to Director of Public Instruction and ask for explanation.

(The Director of Public Instruction was given some power of dispensing with a formal deed; this of course was meant to apply to trivial cases and not to any case, whatever the amount involved might be. Please put the papers on this point up separately.)

G. S. F[ORBES]—28-2-09.

A draft memorandum is submitted for approval.

K. RANGASWAMI AIYANGAR—3-3-09.

Issue memorandum.

C. A. SOUTER—4-3-09.

[Memorandum No. 217-1, dated 4th March 1909.]

[With reference to the last portion of Honourable Member's remarks, dated 28th February 1909, on page 4 *supra*, attention is invited to G.O., Nos. 445, 445-A, Educational, dated 9th June 1908, and the notes connected therewith. In that order, the Director of Public Instruction was empowered to exempt, in special cases, Managers of European Schools from executing the trust-deed required by article 56 of the Code of Regulations for European Schools. It has, however, not been stated anywhere that this exemption applied only to trivial cases and not to any case, whatever the amount involved might be.

C.S.—20-3-09.

Please see paragraph 3 of the letter to India, No. 223, Educational, dated 23rd March 1908, in which the sanction of the Government of India was solicited to the alteration of Article 56 of the Code of Regulations for European Schools, so as to empower the Director of Public Instruction to make an exception to the rule in special cases. It does not appear either from this letter or from G.O., No. 445, Educational, dated 9th June 1908, that it was intended to restrict the Director's power of exemption only to trivial cases.

K. RANGASWAMI AIYANGAR—20-3-09.

C. A. SOUTER—20-3-09.

Please put up Grant-in-Aid Code. Article 53 (ii) says that the deed must be executed unless there is special exemption. Does the Director of Public Instruction give this special exemption and in all cases or only in cases where he can himself sanction the grant?

A. BUTTERWORTH—21-3-09.

A copy of the Grant-in Aid Code is put up.

2. The provision in article 53 (ii) of the Grant-in-Aid Code which authorizes the grant of exemption from executing a mortgage deed or a deed of acceptance, was introduced by G.O., No. 474, Educational, dated 11th July 1905. The idea originally was that the Government should grant the exemption in each case, but this power was subsequently delegated to the Director of Public Instruction by G.O., No. 484, Educational, dated 14th July 1905. The Government there observed as follows:—

"In the rules as now altered, the execution of deeds will only be required in cases in which the good faith of receivers of grants may reasonably be doubted, responsible persons and associations being treated as trustworthy and exempted from executing any deed. The Government consider that the Director ought to be able to differentiate doubtful cases and apply the rules thereto and accordingly delegate the power of issuing special orders of exemption to the Director, subject to the ordinary powers of control and revision of the Government; but the Director should take the orders of Government in any case of doubt."

3. It will thus be observed that the delegation made to the Director of Public Instruction in G.O., No. 484, Educational, dated 14th July 1905, was not restricted with reference to the amount of the grant and in fact was not qualified by any condition, except that a reference to Government is necessary in cases of doubt.

K. RANGASWAMI AIYANGAR—25-3-09.

C. A. SOUTER—25-3-09.

There is nothing to show that there was any intention to restrict to trivial cases the power of the Director of Public Instruction in dispensing with deeds and bonds either under the European Code or the Grant-in-Aid Code and the order of 14th July

1905, No. 484, Educational, shows that it was intended to be the rule, in dealing with applications from responsible bodies and people under the Grant-in-Aid Code, to dispense with deeds and bonds.

No present orders.

G. S. F[ORBES]—30-3-09.]

From the Director of Public Instruction, dated 8th April 1909, R.C. No. 4698.

The Director of Public Instruction states that he has consulted the Government Solicitor who suggests that the difficulty pointed out by the Honourable Member on page 2 can be met by inserting after the words "at any time" in the second proviso, the words "before the said hereditaments and premises shall have been sold in exercise of the said trust for sale."

2. It is for consideration whether the deed may be altered accordingly.

T. KANAKASUNDARAM PILLAI—14-4-09.

K. RANGASWAMI AIIYANGAR—14-4-09.

The addition suggested seems to meet the difficulty. It is only in the event of the property's not being sold that the Government are obliged to re-convey it.

C. A. SOUTER--21-4-09.

The proposed modification will apparently meet Honourable Member's objection.

A. BUTTERWORTH—22-4-09.

Very well.

G. S. F[ORBER]—22-4-09.

Re-draft please.

A. BUTTERWORTH—23-4-09.

A revised draft is submitted for approval.

T. KANAKASUNDARAM PILLAI—24-4-09.

C. A. SOUTER—26-4-09.

Issue.

A. BUTTERWORTH—26-4-09.

[G.O., No. 236, Educational, dated 26th April 1909.]

READ AGAIN G.O., No., dated..... 190

" " " " " 190

READ ALSO:—

C. No. 217, From the D.P.I., No. 4698, dated 3 - 2 - 1909

" " 785, " " D.P. J., " " " " 8-4-1909

” ” ” ” ” ” ” 190

ORDER.

P. S.

No. 236, dated 26-4-1909.

The form of trust deed sub-
mitted by the D. P. I. ~~with the~~
first of the foregoing letters is
approved subject to the modifications
specified in the second letter.

2. ~~The approved form is given in the annexure~~

7.A.
24.409 (is approved as shown
in the annexure to these
proceedings.

2649.
 annesure.

~~Pres~~ ~~Print~~ - pp 3-5
incl file

best 7.12
26/4

To
The D.P. I

25/10 22/5/19

Please stick ^{to} with G.O. no 236 Ed
1909

7

C.

INDIAN



TELEGRAPHS.

No. of Telegram

NOTICE.

This form must accompany any inquiry made respecting this Telegram.

Charges to pay.

Rs.

As.



Handed
in at

Office of Origin.

Hour.

Minutes.

Service Instructions.

Ootacamund 20 17 10 State

TO

Legiclerk

Madras Fort St George

Has order 236 educational

26 ultimo issued report
date

= Educast =

N. B.--The name of the Sender, if telegraphed, is written after the text.

Gulab Singh & Sons, Valmiki, Calcutta

Replied to only that the EO was with the
Press

Received at Ooty.
17. 6. 09.

ms
22-509

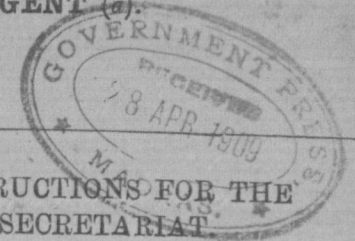
PRESS SLIP.

ORDINARY.

PREFERENCE.

URGENT (a).

EDUCATIONAL
LEGISLATIVE DEPARTMENT.



INSTRUCTIONS FOR THE
SECRETARIAT.

Current No., dated 190 ..

G.O., No. 236, dated 26-4-1909.

Number of MS. pages sent { Correspondence including order or orders
(b)
Notes.

Docket Trust Deed - Approving the
form submitted by the D.P.S. of the - to
be executed by many of
European Schools receiving
building grant

Number (c) of copies required when struck off (not including
copies for volumes and editors' table which are retained
in the Press). Complete
Correspondence
and orders. Notes

FOR RECORD.*				
Madras Records	...	...	30	15
Ooty Records	...	...	3	3
For filing with original	...	...	1	1
Total			34	19

FOR ISSUE.†

	Letter only.	Complete G.O.	Special issue copies of G.O. (d)		Notes.
			No.	Papers.	
Signature copies.....					
India Office.....					
Govt. of India.....Dept.					
Public Department.....					
Judicial Department.....					
Financial Department.....					
Revenue Department.....					
Public Works Department.....					
Local and Municipal Department.....					
.....Dept.					
Total					
Spare copies.					
Total			5		

(a) If a paper is marked to be printed urgently, the Superintendent of the section concerned should sign the Press slip. The Superintendent should exercise a careful discretion in the matter.

(b) Each letter, memorandum, or order, or set of orders, in the file of correspondence should be headed in succession with the Roman numeral I, II, III, etc., the number being written in red ink or blue chalk above the item. The particular papers to be printed in the special issue-copies should be indicated by the Roman numeral (I, II, etc.) by which that item has been headed in the correspondence file. All matter, including marginal remarks or references, to be printed should be written in ink and matter which should not be printed should be encircled. Initials and signatures that are not quite legible should be re-written distinctly.

(b) For rules regarding printing of notes, see the rules in G.O., No. 1220, Public, dated 30th November 1900.

(c) The number of copies and the details of distribution should be filled in by the Superintendent or Referencer concerned.

(d) In the absence of special instructions to the Press to keep matter standing for a specified period, ordinary papers of 8 pages and under will be kept standing for one week, and larger papers for two weeks only. The type of notes and of all confidential papers is distributed immediately after striking.

(e) This slip, properly and completely filled in, should accompany every paper sent to Press; it will be returned by the Press when proofs are furnished; it should be sent to the Press when a call is made for revised proofs or when a corrected proof is sent for striking. When finally returned by Press, it should be filed with the original order or letter.

INSTRUCTIONS FOR THE PRESS.

(a) If, in the opinion of the Superintendent of the Press, a paper has been marked urgent unnecessarily, he should send the Press slip to the Deputy Registrar with a remark to that effect.

(b) Unless a note to the contrary is made against the matter, pencil entries should not be printed. The Superintendent of the Press may bring to the notice of the Deputy Registrar any instance of incomplete or careless editing.

(c) Signature copies of letters to the Secretary of State or to the Government of India should be printed on hand-made paper.

(d) This slip should be returned by the Press to the Secretariat when proofs are furnished; it will be sent back to the Press when proofs are returned corrected and should be finally returned to the Secretariat when struck-off copies are supplied.

(e) The names of the Secretary and Members should be printed in full when they occur on the right hand side, but only the first time when they appear on the left side, the initials alone being printed later.

* Copies distributed on.....*(Press Clerk.)

† Copies distributed on.....*(Despatcher.)

* To be initialed and dated.

TO PRESS, MADRAS.
OOTY.

A	B	C
Please send proof in triplicate. The papers have been carefully edited.	Proof returned corrected. Please strike off and send number of copies as indicated.	As the matter is clear manuscript and has been carefully edited, (b) proof need not be sent. Please print and supply number of copies as indicated.
Type may be released after usual interval at once.	Type may be released after usual interval at once.	Type may be released after usual interval.
.....Clerk.	Clerk.	Clerk.
.....Supdt.	Supdt.	Supdt.

(b) Three copies of proof of all notes should be sent for approval, except when instructions are given to the contrary.

SPECIAL INSTRUCTIONS.

TO BE FILLED IN BY THE PRESS.

Diary.	Initials of Press official.
Received in Press on.....	29/4/29 <i>LB</i>
First proof furnished on.....	29/5/29 <i>LB</i>
Call for revised proof received on.....	10/5/29 <i>LB</i>
Revised proof furnished on.....	12/5/29 <i>LB</i>
Corrected proof received for striking on.....	16/5/29 <i>LB</i>
Final copies supplied on.....	22/5/29 <i>LB</i>

Account of copies.	Complete copies.	Notes.	Issue copies.
Supplied to Secretariat for Record.....	34	19	
" " " Issue.....	3		
For Volumes.....	16		
For E. T.....			
Total ...	53	19	