

1910
Educational (~~190~~) Department.

ORDINARY MS.

G.O., No. 57

DATED 28 — 1 — 10

[Despatch Abstract.]

Acquisition of Land — Directing the Collector of Malabar to hold an enquiry under section 40 of the Land Acquisition Act, 1894, with regard to the acquisition of a piece of land required by the Basel Mission Secondary School at Badagara.

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

[L. & M.]
46
3,000-13-2-05.

LOCAL AND MUNICIPAL DEPARTMENT.

CURRENT FILE.

LOCAL AND MUNICIPAL DEPARTMENT.

CURRENT No. 42

Received 190 , Registered 3-1-1900.

Subject.



Requesting that sanction may be accorded for the acquisition of the site on which the Basel Mission Secondary School at Badagara is situated.

ENCLOSURES.

No. 4

Spare copies

Ref. No. 2585
P. 10-09.

Station Calicut , Dated the 25th December 1909.

From (Name) R. B. Wood, Esq., I.C.S.,

(Designation) Ag. Collector of Malabar.

To The Secretary to the Government of Madras,
Local and Municipal Department.



Sir,

I have the honour to forward the marginally noted papers addressed to Government and received from the -- Manager, Basel Mission Educational Council, Calicut. The Manager requests the sanction of Government under section 39 of the Land Acquisition Act for the acquisition of the site on which the Basel Mission Secondary School at Badagara in Kurumbranad taluk now stands.

2. The Manager explains in his letter that he has found it impossible to obtain, by private treaty, any freehold compound in Badagara. I am able to endorse the fact that as long ago as 1906 the Mission authorities were

1. Letter dated 10.12.09.
2. Letter dated 14.12.09 enclosing the articles of Association and the Memorandum of Association of the Basel Mission Educational Council, Calicut.

222 Lm. 08

2/

were trying to buy land there, and were not able to. Private purchases of lands in this district are always difficult to arrange.

The school in question is an important one, situated as it is in a town of 1493 houses and with a population of 11,319 as per last census: and a good school building is badly wanted. It would of course be absurd to build one so long as the title of the land remains unsafe. In these circumstances, I recommend that the Government may be pleased to sanction the acquisition of the site in question under the Land Acquisition Act under which the site for the Basel Mission High School (now College) at Calicut was acquired in 1904 (please see G.O. No. 307 Educational, dated 24th June 1903).

I have the honour to be,

Sir,

Your most obedient servant,

M. M. R.

For Ag. Collector.

N.M.R.

38

COLLECTOR

11 DEC 1909

MALABAR

Basel Mission Educational Council,
Calicut, 10th December 1909.

To,

The Secretary to Government,

M A D R A S .

Through,

R. B. Wood Esq., I. C. S.,

Collector of Malabar,

C A L I C U T .

Sir,

On behalf of the Basel Mission Educational Council registered under the provision of section 26 of the Indian Companies Act of 1882 I beg leave to place the following petition before you.

For about 50 years the Basel Mission has conducted a Primary School at Badagara, Kurumbranad Taluk. The School has always been in a very flourishing condition under the management of the Mission. In addition to this school the Kottayam Taluk Board maintained a ^{Secondary} ~~Primary~~ School at Badagara. Both Schools did excellent educational work for Badagara and its vicinity.

para 2 or 34
12-2-08
In 1907, the Taluk Board found that their school at Badagara had to be worked with a deficit and consequently resolved to hand over the School to any private body willing to continue the school at its own expense. The Basel Mission after careful consideration agreed to take over the Taluk Board School and amalgamated the above mentioned Mission School with the Board School. This was done with the object of ^{conducting} ~~raising~~ the amalgamated school ^{as an incomplete} ~~to the Lower~~ Secondary ^{School} ~~Grade~~, thus meeting an old desire of the population of Badagara. At the same time the Tellicherry Taluk Board was good enough to make over to the Mission the substantial and spacious building in which their school had been located. On the 16th January 1908, the Taluk Board School together with the building was formally handed over by the Board to the Mission.

para 3 do
12-2-08
Scarcely had the amalgamated school occupied this building when it had to vacate ^{it} again. A Government Order, that the building could not be made over to the Mission was received. Consequently

the School had to be re-transferred to the premises of the old Basel Mission Primary School. As the number of children rapidly increased to 237, a shed had to be erected. Meanwhile the Order of the Director of Public Instruction recognising the school as an Incomplete Secondary one was also received and along with it the Inspector of Schools naturally demanded a suitable pukka building for the new Secondary School.

The Manager immediately applied to the Home Committee of the Basel Mission for funds to erect ^{new} a building, assuming that the owner of the compound in which the Basel Mission School building stands would be willing to execute a fresh lease in which he would bind himself not to evict us as long as the school would be continued or by some similar provision to guard the interest of the school. When, however, the sanction of the Mission to erect the building arrived, the owner of the compound could not be persuaded to give a lease by which the interest of the school would be safeguarded. The owner is not in a position to sell the compound as it is property of a widely scattered family, and he is only the manager of the property. Consequently the School Manager has been looking out for another freehold property in the town suitable for a school. The conditions in Badagara are, however, such that it is quite impossible to get a freehold compound in the town or its proximity. In spite of all endeavours to get hold of a suitable place, this proved quite impossible.

Badagara is an important place with a fairly well-to-do population. ^{Incomplete} ~~Lower~~ Secondary School managed by the Basel Mission and affiliated to the Calicut B. G. M. College will surely do a good deal of sound educational work for the future population of the place. The Mission, therefore, is anxious to keep up the efficiency of the school in spite of all the difficulties which now seem to be in the way.

The Manager of the Badagara Basel Mission School, not able to find a suitable site, has applied to the Basel Mission Educational Council, Calicut, on behalf of which I now beg to approach you to ask your help in this important matter. The compound in which the

School is now situated belongs to a certain Nayer family of Badagara, the present Karanavan is Mr. Kelu Kurup, and the name and number of the compound is Eliparamba-Enna Paramba, Survey No.68.4. This compound has been for a number of years leased to the Mission and all the improvements on it belong to the Mission. The compound is most excellently situated and very suitable for a school. But as the owner cannot sell the compound and is not willing to grant a new lease so as to safeguard the interests of the School, I have the honour, to request you to be good enough to recommend to Government the acquisition of this site under the Land Acquisition Act under which the site for the Basel Mission High School (now College) at Calicut was acquired in 1905.

The Basel Mission Educational Council are willing to execute a formal agreement similar to the one executed at the above mentioned occasion and to observe all conditions incidental to this step. The money for the purchase of the compound as well as the funds for the new building are in hand.

As the Inspector of Schools presses for a new habitation for the school I shall be much obliged if this matter will receive your kind and early consideration.

I have the honour to be,

Sir,

Your most obedient Servant,

W. Muller

Manager,

Basel Mission Educational
Council.

J. B. 2585
P. 09

Basel Mission Educational
Council
Calcutta 14. 12. 09.

From, Rev W. Schaller

Principal,
R. G. M. College, Calcutta

and
Chairman & Manager
Basel Mission Educational Council
Calcutta

COLLECTOR^r, The Secretary to Government,
15 DEC 1909
MALABAR
Educational & Local Departments
Madras

Through, The Collector of Malabar
Calcutta

Sir,

In continuation of my letter of 11th inst
I have the honor to submit for reference one
copy each of the 'Articles of Association' and
the 'Memorandum of Association' of the above
Council.

I also have the honor to enclose the
list of the present office-holders of the Coun-
cil.

I have the honor to be,
Sir

Yours most obedient servant,
W. Schaller,
Manager

Basel Mission Educational Council

Respectfully,
W. Schaller

15 Dec 1909
R. G. M. College, Calcutta

13/12

Del 254 d 1909



ARTICLES OF ASSOCIATION
OF
The Basel Mission Educational Council, Calicut.

Preliminary.

For the purposes of registration the Association is declared to consist of 20 members.

General.

1. The Association shall be administered by the Home Committee of the Basel German Evangelical Mission and in subordination to that body, by the Manager for the time being appointed as hereinafter provided.

2. The Home Committee of the Basel German Evangelical Mission may at any time appoint, suspend or remove from appointment on such terms as it thinks fit any person as Manager of the Association. In default of such appointment, the Manager for the time being of the Basel Mission High School, Calicut shall be Manager of the Association.

Procedure of the Association.

3. The Association shall meet at such times and places as shall from time to time be appointed by the Manager and may make such rules and regulations as they think proper relating to the summoning, and holding of meetings and for the transaction of business thereat and they may adjourn any such meeting and from time to time fix the quorum necessary for the transaction of business, but until they shall otherwise determine 4 members shall form a quorum.

4. The Manager may at any time convene a meeting of the Association by giving to each member notice in writing 7 clear days before the time fixed for such meeting and in the event of the Manager being incapacitated or declining to convene a meeting, it shall be in the power of any five members to do so.

5. At all meetings of the Association the chair shall be taken by the Manager. In his absence the members present may choose one of their number to be Chairman of the meeting.

6. All questions which at any meeting of the Association may arise shall be decided by a majority of votes of those present in person and in case of an equality of votes, the Chairman shall have a second or casting vote.

7. A member of the Association may at any time resign his office by giving one month's notice of his intention in writing to the Manager.

Powers of the Manager.

8. The Manager may in addition to the powers and authorities by these articles expressly conferred upon him exercise all such powers and do all such acts and things as are not hereby or by statute expressly directed or required to be exercised by the Home Committee of the Basel German Evangelical Mission or by the Association in general meeting.

Encl 254410

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9. Without prejudice to the general powers conferred by clause 8, the Manager shall have power :—

(a) To pay the costs, charges and expenses preliminary and incidental to the incorporation of the Association and to control the financial business of the Association.

(b) To purchase, lease, or otherwise acquire for the Association any property, rights or privileges at such price and generally on such terms and conditions as he thinks fit.

(c) To sell, mortgage or charge all or any of the property of the Association in such manner as he thinks fit.

(d) To appoint all servants of the Association on such terms as he thinks fit and to suspend or dismiss the same.

(e) To institute, conduct, defend, compound or abandon any legal proceedings by and against the Association or its officers or otherwise concerning the affairs of the Association, to appoint a pleader or pleaders for the Association in any such proceedings and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Association.

(f) To refer any claims and demands by or against the Association to arbitration and observe and perform the awards.

(g) To make and give receipts, releases and other discharges for money payable to the Association and for the claims and demands of the Association.

(h) To act on behalf of the Association in all matters relating to Bankrupts and Insolvents.

(i) From time to time to provide and make rules and regulations not inconsistent with these articles for the management of the affairs of the Association in such manner as he thinks fit, and in particular to appoint any person to be the Attorneys or Agents of the Association with such powers including power to sub-delegate and upon such terms as he thinks fit.

(j) To invest and deal with any of the moneys of the Association not immediately required for the purposes thereof upon such securities and in such manner as he thinks fit and from time to time to vary or realise such investments.

(k) To provide and make rules and regulations for the management and working of the schools or colleges belonging to the Association.

(l) To enter into such contracts and do all such acts and things as he thinks expedient for the purposes of the Association.

Seal.

10. The Association shall have a common seal which shall be affixed to all documents required by law to be sealed, by or in the presence of the Manager who shall sign every document to which the seal is affixed.

Accounts.

11. True accounts shall be kept of the moneys received and expended by the Association and the matters in respect of which such receipts and expenditure take place and of the assets, credits and liabilities of the Association.

12. The accounts shall, unless the Association shall from time to time fix any other date therefor, be settled on the 31st day of December in each year and a balance sheet containing a summary of the property and liabilities of the Association on that day shall be made out.

13. Such accounts with all vouchers and receipts and also such Balance sheet shall be examined by an auditor or auditors appointed by the Association in general meeting who shall report thereon to the Home Committee of the Basel German Evangelical Mission.

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Exclusion.

14. Any member of the Association who shall fail in the observance of any regulation or order of the Association or who shall in the judgment of the Association have been guilty of any act or practice or conduct calculated to bring discredit on the Association or on the Home Committee of the Basel German Evangelical Mission may be excluded from the Association by resolution passed by a majority of two-thirds of those present at a meeting of the Association convened for that purpose.

Notices.

15. A notice may be served upon any member of the Association either personally or by sending it by messenger or through the post in a pre-paid letter addressed to such member at his registered address.

16. Any notice sent through the post shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of the post and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the Post office.

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MEMORANDUM OF ASSOCIATION
OF
The Basel Mission Educational Council, Calicut.

MEMORANDUM OF ASSOCIATION.

1. The name of the Association is The Basel Mission Educational Council, Calicut.
2. The registered office of the Association will be situate at Calicut.
3. The objects for which the Association is established are :—
 - (a) To establish and carry on at Calicut or elsewhere Schools or Colleges where students may obtain on moderate terms a sound liberal Christian and General Education.
 - (b) To provide for the delivery and holding of Lectures, Exhibitions, Public meetings, Classes and conferences calculated directly or indirectly to advance the cause of education whether general, professional or technical.
 - (c) To carry on any other business which may seem to the Association capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render profitable any of the Association's properties or rights.
 - (d) To acquire and undertake the whole or any part of the business, property and liabilities of any person, company or Association carrying on any business which this Association is authorised to carry on, or possessed of property suitable for the purposes of this Association.
 - (e) Generally, to purchase, take on lease, or in exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the Association may think necessary or convenient for the purposes of its business, and in particular any land, buildings and easements.
 - (f) To invest and deal with the moneys of the Association not immediately required upon such securities and in such manner as may from time to time be determined.
 - (g) To raise money in such manner as the Association may think fit, and in particular, by the issue of Debentures, or Debenture Stock, perpetual or otherwise charged upon all or any of the Association's property.
 - (h) To sell, improve, manage, develop, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property of the Association.
 - (i) To make, accept, endorse, and execute Promissory Notes, Bills of Exchange and other Negotiable Instruments.
 - (j) To construct, maintain, and alter any buildings, or works necessary or convenient for the purposes of the Association.
 - (k) To undertake and execute any trusts the undertaking whereof may seem desirable and either gratuitously or otherwise.
 - (l) To do all or any of the above things either as Principals, Agents, Trustees, or otherwise and either alone or in conjunction with others.
 - (m) To do all such other things as are incidental or conducive to the attainment of the above objects.
4. The income and property of the Association whencesoever derived shall be applied solely towards the promotion of the objects of the Association as set forth in this

el 3542420

Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, remuneration or otherwise howsoever by way of profit to any of the members of the Association in respect of any services performed by them as such, provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the Association who may also be members thereof, in return for any services actually rendered to the Association, nor prevent the payment of interest at a rate not exceeding 5 per cent on moneys borrowed from any member of the Association or be deemed to exclude any member of the Association from the benefit of any grant made, in furtherance of any of the objects of the Association.

5. If any member of the Association pays or receives any dividend, bonus, remuneration or other profit in contravention of the 4th paragraph of this Memorandum, his liability shall be unlimited.

6. Every member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up during the time that he is a member or within one year afterwards for payment of the debts and liabilities of the Association contracted before the time at which he ceases to be a member, and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding Rs. 5 or in case of his liability becoming unlimited such other amount as may be required in pursuance of the last preceding paragraph of this Memorandum.

7. If upon the winding up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other Association or Associations having objects similar to the objects of this Association to be determined by the members of the Association at or before the time of dissolution, or in default thereof by such court as may have jurisdiction in the matter.

8. True accounts shall be kept of moneys received and expended by the Association and the matters in respect of which such receipts and expenditure take place and of the property, credits and liabilities of the Association.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Subscribers.

(Sd.) L. J. FROHNMEYER, Chairman and Secretary, Basel Mission.

(Sd.) J. HERMELINK, Inspector of Schools, Basel Mission.

(Sd.) H. ALTENMÜLLER, General Agent and Treasurer, Basel Mission.

(Sd.) S. WALTER, Chairman of the Malabar District, Basel Mission.

(Sd.) L. J. WEISMANN, Inspector of Schools, Malabar District, Basel Mission.

(Sd.) H. KÜHNER, Secular Agent, Malabar District, Basel Mission.

(Sd.) J. JAUS, Senior Missionary, Calicut, Basel Mission.

(Sd.) H. KNOBLOCH, Manager, B. G. M., High School, Calicut.

List of present office-holders of the Basel Mission Educational Council.

(14th December 1909.)

Rev. H. Riess, Chairman, Basel Mission, S. India
Kandy, Ceylon.

Rev. P. Lingle, General Secretary do. do. Telliperry
Malabar.

Rev. H. Ernst, General Inspector of Schools, do. do.,
Belligen, S. Malabar.

J. Lieber, Esq., General Agent & Treasurer, do. do.,
Mangalore, S. Canara.

Rev. L. J. Weismann, Hon. F. & V. Chairman,
Basel Mission, Malabar District, Chombela.

H. Knobloch, Esq., Inspector of Schools, Basel Mission,
Malabar District, Kottam Telliperry.

H. Kühner, Secular Agent, Malabar District, Calicut.

Rev. J. Jaus, Senior Missionary, Basel Mission, Calicut.

Mrs. J. Schlegel, Head mistress, B. G. M. High School,
Calicut.

Rev. H. Küller, Principal, B. G. M. College Calicut,
Manager & Chairman
Basel Mission Educational Council.

NOTE FILE.

End 4 5 2 9 10

Again G.O., No. , dated 190 .
Current No. 42 from the Collector of Malabar No. 2585, dated 25. 12. 1909.
(Mr R. B. Wood)
Current No. from the , No. , dated 190 .

SUBJECT. Acquisition of the Land occupied by the Basel Mission Secondary School at Badagara under the Land acquisition Act.

Go No 1924 sub? M.
17.12.03

para 1 on p. 1 of
and p. 5 of

p. 5 of

p. 112 of
paras 2 & 3

The Basel Mission Educational Council, Calicut which is a company registered under sec 26 of the Indian Companies Act 1882, requests that the site occupied by the Basel Mission Secondary School at Badagara may be acquired from its owner under the provisions of Sec 38-42 of the Land Acquisition Act-1884. The reason for the Council's request is that the owner of the present site of the school has refused to execute a fresh lease of it in favour of the mission and that the mission has found it impossible to procure another suitable site for the school by private negotiation. The Collector of Malabar (Mr Wood) states that a good building is badly wanted for the school that one cannot be built so long as the title to the land remains unsafe, that the mission authorities were not able to buy land as

long ago as 1906, and that private purchase of lands in the district ^{is} always ~~difficult~~ difficult to arrange. He therefore recommends that the acquisition of the Site in question may be sanctioned under the Land Acqⁿ Act, as in the Case disposed of in G.O. No 307 Edl dated 24th June 1903. ~~This~~ ~~Good does not seem to have been applied to the present case~~ ~~in that~~ ~~Go~~ that Go the Govt sanctioned a grant of Rs 150 toward the Cost of the acquisition of the land required for the erection of the Basel Mission School at Calicut ^{in order} ~~to~~ satisfy the proviso to Sec 6 (1) of the Land Acqⁿ Act ^(as the Basel German Mission was not a registered company. 1884) ~~Being~~ ~~the~~ ~~adoption~~ ~~of~~ ~~a~~ ~~similar~~ ~~in the present case however~~ ~~it would seem that the formalities prescribed in Sections 39-42 of the Land Acqⁿ Act should be gone through.~~ ~~in the present case~~

3 These formalities are

- (1) An Enquiry should be held regarding the Acqⁿ as required by Sec 40 (1) and the result reported to Govt.
- (2) If the Local Govt is satisfied, it should give its Consent to the acquisition
- (3) The Local Govt should then require the Company to execute an agreement under Sec 41.
- (4) The agreement should be published in

cf notes with G.O. No 316 Edl. G
24.5.04

the Gazette of India and in the Local official Gazette, as soon as may be after its publication. Section 42 of the Act.

4 In the present case ^{it is stated that} ~~it is stated that~~ the acquisition of the site is intended for a school building which is likely to prove useful to the public. The Collector of Malabar also supports it. In these circumstances, it is for order whether a formal inquiry as required by Sec 40(1) of the L. A. Act should be made. If it is considered ~~however~~ unnecessary, it is for order whether the Govt may consider that they are satisfied that the acqⁿ of a site for the Secondary school in question is necessary and that the work is likely to be useful to the public. And whether ^{the Mission & Council may be asked to} ~~any order is made to the effect of~~ enter into an agreement under Sec 41(1) of the L. A. Act. For a precedent vide para 10 of No 841 W dated 2nd August 1907. The question whether the present site of the School ^{or any other} is to be acquired ~~or any other site may~~, it is submitted, be left for decision ~~afterwards~~ with reference to the willingness or otherwise of the owner of the site concerned, when the Coll^r ^{with the} ~~is requested~~ ^{draft} ~~to submit a draft notification in due course~~ submits a draft notification in due course.

para 4 No 841 W. N.
2-8-07

MR
12.1.10
COX
1911.

Submitted that the present proposal is one for consideration and disposal



& M., U.O. No. 4-12
Dated 15-1-1910.

Dep 15/1/10

disposed in the Educational Dept to whom it may be transferred u.o

It all do not appear to be concerned with the subject, as it does not appear to any Local Board or Municipal Council.

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13. 1. 10

Sd. u.o. Prg 13/1/10

Educational Department.

In the case disposed of in G.O. No. 307 Educational, dated 24th June 1903, the owner of the land was willing to sell but could not give a valid title. The Government therefore came to the assistance of the Mission and acquired the land under the Land Acquisition Act. But the acquisition was not under Sec. 38 of that Act, and was made only under Sec. 6 (1), on the ground that it was for a public purpose.

2. In the present case, as in that disposed of by G.O. No. 307 Educational, dated 24th June 1903, the owner of the land, according to the Basel Mission Educational Council, cannot sell it as the land is the property of a widely scattered family. But it does not appear that the ^{owner} is prepared or willing to sell it and it is stated ^{that} he has refused to grant a new lease to the Mission in respect of the land. The chief reason for the Basel Mission Educational Council wishing to acquire the land appears to be that it "is most excellently situated and very suitable for a school", but it is doubtful

whether

Edd. C. No. 97
Regd. 17-1-10.

T

vide Clause (2) of Mr. Knobloch's letter, pages 304 & 307 of G.O. No. 307 of 24.6.03. T

T

Pages 4¹⁵ of the C.F.

Page 5 of C.F.

D.O.

whether the Government should apply the Land Acquisition Act to assist the Mission in acquiring it, on this ground alone, unless it is known that the owner is willing to part with the land.

3. If it is decided that the Government should assist the Mission in acquiring the land, then under Section 40 (2) of the Land Acquisition Act, the Government should first appoint an officer to make the enquiries required by section 40 (1) and ^{also} appoint the time and place of such enquiry.

7.H.
20.1.10

R.D.
20.1.10

See.

Please see Sir H. Winterton's note at p. 2 of the notes with f.o. 3072d. & M. 6.03. It was there held that the acquisition of a building for a school was for a public purpose. Prima facie therefore there seems no objection to the acquisition under ss. 38-42 of the Land Acquisⁿ Act. But first there should apparently be a formal enquiry under S. 40 the Mr. Woods present letter really tells us all we want.

CHS
2.11

The Basil Mission Educational Council is clearly a company within the definition of s. (3) e of Act 1 of 1894 and the provisions of Chap VIII of that Act must therefore be applied.

The rules appear to have been framed by the Gov. of India under Chap VIII. The Collector may be directed to hold the Enquiry ^{required} ~~under~~ of s. 40 of the Act.

Please draft.

L. M. B.

22-1-10.

V. H.
22-1-10

Draft submitted for approval.

J. H.
24-1-10. 200
24-1-10

See
Oct
25/1

Att.

The Basil Mission Ed. Council wish to acquire the site of their present school at Dadayane on the same date to renew the present lease. A provision Enquiry has been held under the said Act, as the Council is a Company. The draft is for approval.

L. M. B.
25/1/10

Issue
L. M. B.
24/1/10

Approved
27-1-10

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

190

READ ALSO:—

C. No. 97, From the 2d Sept., No. 4-12, dated 15-1-1900.

” ” ” ” ” 190 .

” ” ” ” ” ” ” 190 .

ORDER.
This

No. 57, dated 28-1-1960

Under Section 40 of the Land Acquisition Act, 1894, the application dated 10th Dec. 1909, from the Basel Mission Educational Council, Calicut, for the acquisition of a piece of land at Badagara will be forwarded to the Collector of Malabar, who is hereby directed to hold an enquiry on the two points specified in clause (1) of that section and to report the result to Govt. at an early date. The enquiry ^{should} ~~shall~~ be held by him.

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18

in Badagara at such time
and place as he shall appoint.
If the Collector recommends the
acquisition of the land he should
submit the necessary draft
notification.

2. The Basel Mission Edu-
cational Council will at the
same time be requested to state
whether they are prepared to
enter into an agreement with
the Secretary of State ~~as~~ required
as required by section 41 and
if ^{they are} to submit a draft of such
agreement for the approval
of Govt.

T.H.

24-1-10

R.D.

24.1.10

Chd

2571

L. M. P.
26/1/10

To
The Collector of Malabar

with the application &
its enclosures to be returned

✓ R.D.
1/2/10

When given for copying _____
 When copied _____
 When examined _____
 When signed _____

190 .

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

DATED

CURRENT No.

ENCLOSURES TO G. No

ORDER OF GOVERNMENT.

LETTER OF GOVERNMENT.

STATEMENT WITH DITTO.

PAPERS NOT FILED IF, BEING MEANT FOR DESPATCH
 IN ORIGINAL.

A A A A A A A

N.B.—

- A = Copy in full.
- B = Not to be copied.
- P = Copy abstract only.
- Q = Copy heading only.