

Government of Madras.

EDUCATIONAL DEPARTMENT.

Recd.

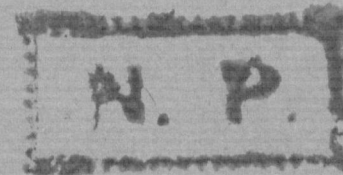
Enclosures

1910.

Regd.

Spare copies

G.O., No. 71, 11th February 1910.



Educational Rules.

Making certain alterations in the form of the agreement to be entered into by students in Training institutions.

Government of Madras.

EDUCATIONAL DEPARTMENT.

Recd.

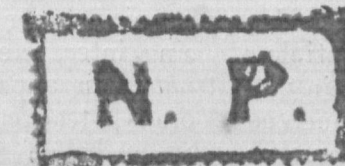
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G.O., No. 71, 11th February 1910.



Educational Rules.

Making certain alterations in the form of the agreement to be entered into by students in Training institutions.

GOVERNMENT OF MADRAS.

EDUCATIONAL DEPARTMENT.

READ—the following papers:—

I

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

To—the Secretary to Government, Educational Department.

Dated—the 1st September 1909.

No.—Ref. on Cur. No. 2802/09.

In the suits filed against certain ex-students of the Government Training school, Chittoor, for the recovery of the stipends, etc., due from them, in consequence of their failure to abide by one of the conditions of the bond executed by them, viz., that, after the completion of their course of training, they should serve for a prescribed term as teachers, the District Munsif of Chittoor held that there was no unconditional undertaking on the part of the defendants to serve out the prescribed term and he accordingly gave judgments in December last in favour of the ex-students and dismissed the suits with costs. The agreement entered into by these students was in the form given in Appendix T of the Madras Educational Rules, IV Edition. But it appears to me that even the form now in force (please see Appendix U, Madras Educational Rules, V Edition) is not free from similar imperfections. The expression, for instance, "as soon as a suitable opportunity presents itself" occurring in lines 23 and 24 of the form is susceptible of being interpreted in favour of the defaulting teacher. The expression again "shall obtain an appointment" occurring in line 24 is not happily worded inasmuch as it binds a teacher to obtain a thing over which he has no control and which may or may not be offered to him; and the expression "shall keep an elementary school" in line 25 is vague and does not provide against a teacher's inability to do so. I think it is therefore necessary to modify the existing form of bond so as to make it completely binding on defaulting students and at the same time put them to no unmerited hardship and I have accordingly the honour to submit, in consultation with the Government Solicitor, the following alterations for the approval and sanction of Government:—

(i) In lines 14 and 15 of form A in Appendix U, for the words "for the repayment . . . as such" read "for his qualifying as a probationary trained teacher of the grade for which he is trained and serving for a period of years as a teacher in the manner specified below".

(ii) In lines 23 to 26 for the words "as soon as . . . Madras Educational Department" read "accept an appointment offered to him as a teacher in a recognized institution or keep, and teach in, an elementary school within the jurisdiction of the Madras Educational Department, unless his inability to do either is shown to the satisfaction of the Director of Public Instruction, Madras, for the time being".

(iii) In line 27 omit the words "or keeper".

(iv) In lines 31 and 32 omit "such" before "recognized" and "or keepers of such schools".

(v) In lines 34 and 35 omit the words "in or keeper of a school".

2. Corresponding modifications will be made in form B of the Appendix.

II

Official Memorandum No. 1643-1, Educational, dated 21st September 1909.

With reference to his letter R.C. No. 2802, dated 1st September 1909, proposing certain modifications in the form of bond to be executed by students of Training institutions, the Director of Public Instruction is requested to forward for the information of Government a copy of the judgment of the District Munsif of Chittoor therein referred to.

(By Order.)

C. A. SOUTER,
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, Madras.

To—the Secretary to Government, Educational Department.

Dated—the 29th September 1909.

No.—Ref. on Cur. 2802/09.

I have the honour to submit herewith a copy of the judgment of the District Munsif of Chittoor called for in your memorandum No. 1643-1, dated 21st September 1909.

ENCLOSURE.

In the Court of the District Munsif of Chittoor.

PRESENT:

M.R.Ry. P. RAMA RAO Pantulu Garu, B.A., B.L., District Munsif.

THE 31ST DAY OF DECEMBER 1908.

Original Suit No. 312 of 1907.

Between

The Secretary of State for India in Council through the Headmaster, Government Training School, Chittoor Plaintiff.

And

C. Srinivasa Chari Defendant.

This suit coming on for final hearing on 3rd October 1908 in the presence of Mr. B. C. Raghava Aiyar, vakil for plaintiff, and of Mr. M. Raghava Charlu, pleader for defendant, and having stood over to this day for consideration, the Court delivered the following:—

Judgment.—Claim for Rs. 76-1-8, being the stipends and tuition fees advanced to defendant, with further interest and costs.

2. The plaintiff sets forth that the defendant executed a bond, dated 29th January 1900, to the plaintiff at Chittoor; that according to the terms of the bond the defendant had to undergo training in the Normal Training school for a period of 12 months so as to qualify himself for a teacher's place; that after the training he should serve as a teacher in a recognised school in British India for a period of three years; that during the time of his training he should abide by the rules prescribed therefor; that immediately after the period of training and with a view to secure the grade certificate, he should pass the necessary examination; that if he failed to render the necessary service or if he failed to conduct himself according to the rules he was liable to refund the stipends and tuition fee advanced to him; that the defendant was such a stipendiary student from 18th January 1900 to 31st December 1900 and received Rs. 56-1-8 from the plaintiff; that the defendant failed to serve as a schoolmaster in any recognised school situated in British India, and is bound to pay back the stipends and tuition fee advanced to him; that he has not paid it though often demanded and that the amount claimed is Rs. 76-1-8.

3. The defendant admits the execution of the bond and the receipt of the plaintiff amount during the period of his training but avers that he obtained a grade certificate in the year 1903; that after the period of his training he held a school at Thalapulapalle, from February to December 1901; that from December 1901 to March 1903 he held a school at Peddakalva; that he held a school at Kattamanchi from 1st March 1903 to July 1904; that he also obtained a grant for the school he opened at Kattamanchi; that the Headmaster of the Training school

and the Sub-Assistant Inspector have colluded and brought this false suit; that at the time of the execution of the bond this defendant was not a major; that the claim is barred; that although the period of serving is over, he is ready to serve as a teacher again, provided he is sent to any proper school on a monthly salary of Rs. 5 and it is therefore prayed that the suit be dismissed with costs.

4. The issues settled in this suit are :—

(1) Whether the defendant was not a major at the time he executed the suit agreement in plaintiff's favour; if so, whether the same is not binding upon him.

(2) Whether the suit is barred by limitation.

(3) Whether the defendant committed any default in carrying out the terms of the said agreement and whether he is bound to refund the stipends and tuition fee advanced to him thereunder.

(4) To what relief is the plaintiff entitled.

5. Plaintiff filed exhibits A to D and examined no witnesses. Defendant filed exhibits I to VII and examined five witnesses.

6. *Issue (1).*—The defendant was a stipendiary student in the year 1900 at the Government Training school of Chittoor. He joined the same on 18th January 1900, and was discharged therefrom on 31st December 1900. Shortly after his enrolment in the school as a stipendiary student, the defendant executed a bond, dated 29th January 1900, in favour of the plaintiff (exhibit A). The defendant bound himself thereby (1) to remain in the institution for the prescribed period and undergo training, (2) to appear for the ensuing examination necessary to secure a trained teacher's certificate of the primary grade, and if necessary, for every such successive examination until he secured the certificate, and (3) to serve for a period of 3 years as a school teacher in a recognised institution within the jurisdiction of the Madras Educational Department. The stipulation in the bond is to the effect that in case the defendant performs the above conditions the bond shall become discharged and in case of default to perform any one of those conditions the defendant is to pay back the stipend and tuition fee advanced to him during the period of his training. A sum of Rs. 56-1-8 was paid to the defendant from time to time for the stipend, and another sum of Rs. 20 was credited to him for tuition fee. The plaintiff seeks to recover the total sum of Rs. 76-1-8 from the defendant on the allegation that the defendant did not serve for a period of 3 years in any recognised school after the completion of his period of training. The first point raised for the defendant is that he was a minor at the time of the suit bond. The defendant adduced no evidence on this point. He was not able to give out the year of his birth and stated in the witness box that he was not sure whether he was a major or minor at the time of exhibit A. My findings on issue (1) is for the plaintiff and against the defendant.

7. *Issue (2).*—This issue was taken by the defendant on the mistaken impression that the period of limitation applicable to the suit is the same as that prescribed for a similar suit by a private person. But article 149 of schedule 1 to the Limitation Act prescribes a period of 60 years. My finding on this issue is against the defendant and for the plaintiff.

9. *Issue (3).*—The most important point to be considered in this suit is the question raised by this issue. The defendant alleged *inter alia* that he served out his term of 3 years as a school teacher. His service is made up as follows :—

	Y.	M.
(i) A result school at Thalapulapalli from the month of February 1901 up to November of the same year	0	9
(ii) A similar school at Chettiganigunta and Venuthanapalli from December 1901 up to March 1903	1	3
(iii) A similar school at Kattamanchi from March 1903 up to July 1904	1	4

Thus according to the defendant, the service turned out by him as a school teacher was over 3 years but the verified service falls short of 3 years (Exhibit II). The defendant kept a result school at Kattamanchi for a period of one year and four months and obtained grant from the Government in 1904. His service in the remaining places does not appear to have been in any recognised school. It follows therefore that the defendant did not serve the remaining term within the meaning of the stipulation embodied in Exhibit A. Now the question is as to whether there is an unconditional undertaking on the part of the defendant to serve out the term of 3 years in a recognised school. The portion of the bond relating to this subject runs as follows :—“In case he serves for a period of 3 years in a recognised school within the jurisdiction of the Madras Educational Department.” The document does not state where the defendant should serve out this term of 3 years. The document does not also provide for the contingency arising in case the defendant fails to secure an appointment in a recognised school. The defendant was not a teacher in any school and there was no possibility of his going back to it and serving out the term immediately after the period of training. In the absence of any specific provision on the subject we shall have to interpret the document in consonance with

principles of justice, equity and good conscience. The undertaking is tantamount to an obligation on the part of the defendant to serve out 3 years as a teacher whenever the Government through the Educational Department offers an appointment to the defendant and calls upon him to serve out his term as a teacher. The obligation will be discharged if the defendant in obedience thereto joins the appointment and turns out the required service. It may also be discharged if the defendant of his own accord joins any recognised school and puts in the required service. It is argued for the plaintiff that the defendant should secure an appointment in a recognised school immediately after finishing his course of training or if he failed to secure one, he should open a school in any village within the jurisdiction of the Madras Educational Department, and after obtaining recognition thereto should put in service therein for a period of 3 years. There is, however, nothing in the document to justify any such contention. Moreover, this contention reads into it a term imposing upon the defendant an obligation the performance whereof may become a physical impossibility. In this case, the defendant started schools in several places, and was forced to close them as he was not able to keep his body and soul together with the income realised therefrom. It cannot therefore be said that the defendant committed any default in carrying out the terms of the bond so long as he did not disobey the command of the Educational Department to serve out his term as a teacher coupled with an offer of a teacher's place in a particular recognised institution. My finding on issue (3) is against the plaintiff and for the defendant.

9. *Issue (4).*—From the findings on the other issues a finding on this issue necessarily follows. The plaintiff is entitled to no relief in this suit.

10. In the result, the suit is dismissed with costs.

Pronounced in open court this 31st day of December 1908.

P. RAMA RAO,
District Munsif.

List of documents filed.

By plaintiff :—

- A. 29th January 1900.—Suit bond.
- B. 24th „ 1905.—Defendant's petition to plaintiff to return his certificate.
- C. 2nd June 1905.—Result of enquiry on the petition exhibit B.
- D. 1896.—Copy of Educational Rules.

By Defendant :—

- I. Copy of the History of the normal students of the Government Training school, Chittoor.
- II. Extract from the Despatch Register of the Sub-Assistant Inspector of schools, Chittoor Range.
- III. Attendance Register and Admission Register of Kattamanchi Result school from 2nd March 1903 to 23rd July 1904.
- IV. Venuthanapalle Attendance and Admission Registers from 6th January 1906 to 30th June 1906.
- V. 13th November 1904.—Trained Teacher's certificate.
- VI. 16th June 1904.—Pass list of pupils of Kattamanchi result school.
- VII. 13th „ 1904.—Card addressed to defendant by Sub-Assistant Inspector of schools, Chittoor Range.

List of witnesses examined :—

By Plaintiff—Nil.

By Defendant :—

- (1) Dorasawmi Aiyangar.
- (2) C. Srinivasacharlu (Defendant).
- (3) Krishnasawmi Setti.
- (4) M. Raghavacharlu.
- (5) V. S. Narayana Rao.

P. RAMA RAO,
District Munsif.

IV

Memorandum No. 1825-1, Educational, dated 1st November 1909.

A suit was recently filed on behalf of Government against an ex-student of the Government Training school, Chittoor, for the recovery of the stipends received by him while under training on the ground that he failed to abide by one of the conditions of the bond executed by him before he underwent the training and received the

stipends for such training. This condition was to the effect that after the completion of his course of training the student should serve for a prescribed term as teacher in a recognised school or keep an elementary school for a specified period. The District Munsif of Chittoor held that there was no unconditional undertaking on the part of the defendant to serve out the prescribed term, and that for this and other reasons the student had committed no default, and he accordingly gave judgment in favour of the student and dismissed the suit with costs.

2. The Director of Public Instruction attributes this result to imperfections in the form of the bond executed by the student and proposes certain modifications therein.

3. The form of the existing bond is given below and the alterations proposed by the Director of Public Instruction are indicated therein in italics :—

Agreement to be entered into by students in Training Institutions.

A.

"KNOW all men by these presents that I _____ of _____
am bound to the Right Honourable the Secretary of State for India
in Council in the sum of Rupees _____ to be paid to the said Secretary of State or to
his certain Attorney successors or assigns for which payment I bind myself my
executors and administrators by these presents sealed with my seal, dated this
day of _____ 190 _____.

"Whereas the above-bounden _____
has entered the _____
as a stipendiary student for the purpose of being trained as a school
at the expense of Government and whereas it has been agreed that the above-
bounden shall enter into a bond in the above-mentioned sum of Rupees
with such condition as is hereunder written for the faithful discharge by the said
_____ of _____ duties as
for his qualifying as a probationary trained teacher of the grade for which he is trained
and serving for a period of _____ years as a
teacher in the manner specified below
if the said _____
Government for school _____
course of training appear for the next ensuing examination necessary for qualifica-
tion as a probationary trained teacher of the grade for which he is trained, and, if
necessary and if permitted to do so, for every successive examination until he is
accept an appointment offered to him as a teacher in a recognized institution or keep, and
teach in, an elementary school within the juris-
diction of the Madras Educational Department,
unless his inability to do either is shown to the
satisfaction of the Director of Public Instruc-
tion, Madras, for the time being
serve for a period of _____ years as such teacher or keeper of a school and shall
during such course of training abide by all the rules and regulations laid down by
Government with respect to stipendiary students at the said _____ and during such
period of _____ years as aforesaid abide by all the rules and regulations laid down by
Government with respect to the teachers of such recognized schools or keepers of
such schools or in the case otherwise than on account of ill-health the said
shall not go through such full course of training as aforesaid or shall
not thereafter serve for a period of _____ years as a teacher in or keeper of a school
as aforesaid or shall not abide by such rules and regulations as aforesaid or any of
them if the said _____
the said Secretary of State for India in Council his successors or assigns all monies
received from Government by the said _____ whilst such stipendiary

"student as aforesaid. Then and in either of such cases the above-written bond
shall be void otherwise the same shall remain in full force.

"Signed, sealed and delivered by }
the abovenamed }
in the presence of }"

4. The Honourable the Advocate-General is requested to advise Government whether the alterations proposed by the Director of Public Instruction meet the objections raised by the District Munsif in his judgment, copy of which is enclosed and would obviate further failures to keep students to the terms of their agreements. The Government are inclined to the opinion that, rather than attempt to bind students in the manner laid down in these agreements, it would be better to require them to execute a bond which would bind them to pay back the stipends they receive at the training institutions but would be specifically so drafted as to be void if the student served in a recognized school or kept a school of his own for a specified period.

The Honourable the Advocate-General is requested to give his opinion on this point and if he agrees with Government, to suggest a form of such bond.

W. FRANCIS,
Ag. Secretary to Government.

To the Government Solicitor
(with copies of Educational Rules, 4th and 5th Editions).

V

Letter—from W. O. DAVID, Esq., Government Solicitor, Madras.
To—the Secretary to Government, Educational Department.
Dated—the 24th January 1910.
No.—96.

ABSTRACT.—Forwarding the opinion of the Advocate-General, dated 23rd January 1910.

OPINION.

I agree with the Government that the better mode of drafting the bond would be to bind the students to pay back the stipends, subject to the provision that the bond should be void if the student did certain things. If the bond is thus drafted, the student will be *prima facie* liable to pay the money and it would lie upon him to prove that he has strictly complied with the terms of the bond. The alterations required for the purpose are indicated below :—

Omit the words in the recital, beginning with "for the faithful discharge" and ending with "as such". The first marginal addition by the Director is unnecessary.

For the words following the recitals substitute the following: "Now the condition of the above-written bond is such that the bond shall be void if the said _____ shall go through * * * * regulations laid down by Government with respect to the teachers of recognised schools or if he is prevented by ill-health from going through such full course of training as aforesaid (the rest of the present form may be omitted). Otherwise the bond shall remain in full force".

In filling up the blank indicated by the asterisks above, adopt the corrections and the second marginal addition made by the Director, as indicated by him.

MADRAS,
23rd January 1910.

P. S. SIVASWAMI AIYAR,
Advocate-General.

Order—No. 71, Educational, dated 11th February 1910.

The Government do not consider that the alterations proposed by the Director of Public Instruction in the form of the agreement to be entered into by students in training institutions would meet adequately the objections raised by the District

Munsif of Chittoor or prevent students from evading the terms of their agreement. They are of the opinion that rather than attempt to bind students in the manner laid down in the existing form of agreement it would be better to require them to execute a bond which would bind them to pay back the stipends they receive at the training institutions, subject to the provision that the bond should be void if they served in a recognized school or kept a school of their own for a specified period.

2. The revised form of agreement A appended to this order will accordingly be substituted for the form given in Appendix U of the Madras Educational Rules. Form B will also be similarly modified.

(True Extract.)

L. M. WYNCH,
Ag. Secretary to Government.

To the Director of Public Instruction.

APPENDIX.

Agreement to be entered into by students in Training Institutions.

A.

Know all men by these presents that I _____ of _____
am bound to the Right Honourable the Secretary of State for India in Council in the sum of _____ Rupees to be paid to the said Secretary of State or to his certain Attorney successors or assigns for which payment I bind myself my executors and administrators by these presents sealed with my seal, dated this _____ day of _____ 19 _____.

Whereas the above-bounden
has entered the _____

_____ as a stipendiary student for the purpose
at the expense of Government and whereas it has been
of being trained as a school _____
agreed that the above-bounden
shall enter into a bond in the above-mentioned sum of Rupees _____ with such condition as is hereunder written. Now the condition of the above-written bond is such that the bond shall be void if the said
shall go through at the said _____
the full course of training prescribed by Government for school
and shall after the completion of such course of training appear for the next ensuing examination necessary for qualification as a probationary trained teacher of the grade for which he is trained, and, if necessary and if permitted to do so, for every successive examination until he is qualified as aforesaid, and shall also, after becoming qualified as aforesaid, accept an appointment offered to him as a teacher in a recognised institution or keep, and teach in, an elementary school within the jurisdiction of the Madras Educational Department, unless his inability to do either is shown to the satisfaction of the Director of Public Instruction, Madras, for the time being and serve for a period of _____ years as such teacher of a school and shall during such course of training abide by all the rules and regulations laid down by Government with respect to stipendiary students at the said _____ and during such period of _____ years as aforesaid abide by all the rules and regulations laid down by Government with respect to the teachers of recognized schools or if he is prevented by ill-health from going through such full course of training as aforesaid. Otherwise the bond shall remain in full force.

Signed, sealed and delivered by }
the abovenamed }
in the presence of }

NOTES CONNECTED WITH G.O., No. 71, EDUCATIONAL, DATED
11TH FEBRUARY 1910.

[SUBJECT.—*Modifications in the form of bond to be executed by students of Training institutions.*]

From the Director of Public Instruction, dated 1st September 1909, No. 2802.

The Director of Public Instruction submits, for the approval of Government, certain alterations in the forms of bond to be executed by the students of Training institutions under rule 127 of the Madras Educational Rules. The forms are given in Appendix U to the Madras Educational Rules, Fifth edition.

2. Dr. Bourne states that certain ex-students of the Government Training school, Chittoor, were sued in the District Munsif's Court at Chittoor for the recovery of the stipends, etc., due from them in consequence of their failure to abide by one of the conditions of the bond executed by them, viz., that, after the completion of their course of training they should serve for a prescribed term as teachers, but that the District Munsif held that there was no unconditional undertaking on the part of the students to serve out the prescribed term and gave judgment in their favour, dismissing the suits with costs. The Director attributes this result to the imperfections in the form of the bond executed by the students, which is similar to the one now in force, and proposes in consultation with the Government Solicitor to modify the existing form of bond so as to make it completely binding on defaulting students and at the same time not to put them to any unmerited hardship.

3. The form of the existing bond is given below and in it are noted the various alterations proposed by the Director of Public Instruction :—

Agreement to be entered into by students in Training institutions.

A

"KNOW all men by these presents that I _____ of
"_____ am bound to the Right Honourable the Secretary of State for India
"in Council in the sum of Rupees _____ to be paid to the said Secretary of State or to
"his certain attorney successors or assigns for which payment I bind myself my
"executors and administrators by these presents sealed with my seal, dated this
"_____ day of _____ 190 _____.

"Whereas the above-bounden
"has entered the
"_____ as a stipendiary student for the purpose of being trained as a school
"at the expense of Government and whereas it has been agreed that the above-
"bounden shall enter into a bond in the above-mentioned sum of Rupees
"with such condition as is hereunder written for the faithful discharge by the said
"_____ of _____ duties as such stipendiary student and as security,
"_____ for the repayment of all monies paid to _____
"_____ as such. Now the condition
"of the above-written bond is such that
"if the said
"shall go through at the said
"the full course of training prescribed by
"Government for school _____ and shall after the completion of such
"course of training appear for the next ensuing examination necessary for qualifica-
"tion as a probationary trained teacher of the grade for which he is trained, and, if

^ for his qualifying as a probationary trained
teacher of the grade for which he is trained
and serving for a period of _____ years as a
teacher in the manner specified below.

"necessary and if permitted to do so, for every successive examination until he is qualified as aforesaid, and shall also, after becoming qualified as aforesaid, accept an appointment offered to him as a teacher in a recognized institution or keep, and teach in, an elementary school within the jurisdiction of the Madras Educational Department, unless his inability to do either is shown to the satisfaction of the Director of Public Instruction, Madras, for the time being as soon as a suitable opportunity presents itself, obtain an appointment as a teacher in a recognized institution or keep an elementary school within the jurisdiction of the Madras Educational Department and serve for a period of years as such teacher or keeper of a school and shall during such course of training abide by all the rules and regulations laid down by Government with respect to stipendiary students at the said and during such period of years as aforesaid abide by all the rules and regulations laid down by Government with respect to the teachers of such recognized schools or keepers of such schools or in case otherwise than on account of ill-health the said shall not go through such full course of training as aforesaid or shall not thereafter serve for a period of years as a teacher in or keeper of a school as aforesaid or shall not abide by such rules and regulations as aforesaid or any of them if the said his executors or administrators shall pay to the said Secretary of State for India in Council his successors or assigns all monies received from Government by the said whilst such stipendiary student as aforesaid. Then and in either of such cases the above-written bond shall be void otherwise the same shall remain in full force.

"Signed, sealed and delivered by

"the above named
"in the presence of"

Similar alterations will be made in form B also which is used in the case of a student who is a minor and has therefore to execute the agreement jointly with his or her parent or guardian.

4. The alterations proposed may, it is submitted, be approved.

T. KANAKASUNDARAM PILLAI—14-9-09.

The Director of Public Instruction has not submitted a copy of the District Munsif's judgment so as to enable the Government to see the arguments of the Munsif. Nor has he stated whether he took legal opinion as to the chances of success on appeal against the Munsif's decision.

2. The form of agreement in Appendix U seems, however, to be capable of improvement and the draft amendments now proposed are stated to have been drawn up by the Director of Public Instruction in consultation with the Government Solicitor. This form underwent alteration in 1906 in connection with the general revision of the Educational Rules, but the Government Solicitor was not then consulted, as the Honourable Member (Sir George Forbes) did not consider it necessary to do so—*vide* his note at the bottom of page 104 of the Notes to G.O., No. 509, Educational, dated 31st July 1906.

K. RANGASWAMI AIYANGAR—16-9-09.

It would seem advisable to get a copy of the Munsif's judgment to see what his arguments really were. It may be possible that the draft does not meet them.

C. A. SOUTER—16-9-09.

Very well; but I should not think the Government Solicitor would have advised on these alterations without seeing it.

W. FRANCIS—17-9-09.

Draft submitted for approval.

T.K.—17-9-09.

K. RANGASWAMI AIYANGAR—17-9-09.

C. A. SOUTER—20-9-09.

[Memorandum No. 1643-1, Educational, dated 21st September 1909.]

From the Director of Public Instruction, dated 29th September 1909, R.C. No. 2802.

The Director of Public Instruction submits a copy of the judgment of the District Munsif of Chittoor in which he held that there was no unconditional undertaking on the part of the defendant (a student trained in a Training school) to serve out three years in a recognized school. This point is dealt with in paragraph 8 of the judgment.

T.K.—4-10-09.

The form of the agreement, as it now stands, requires the student, after becoming qualified, "to obtain an appointment as a teacher in a recognized institution or keep an elementary school within the jurisdiction of the Madras Educational Department and serve for a period of (3) years as such teacher or keeper of a school." The District Munsif points out that the document "does not state where the defendant should serve out this term of three years" and "does not also provide for the contingency arising in case the defendant fails to secure an appointment in a recognized school." He considers that the undertaking is tantamount to an obligation on the part of the defendant to serve out three years as a teacher "whenever the Government through the Educational Department offer[s] an appointment to the defendant and calls upon him to serve out his term as a teacher," and that the obligation will be discharged if the defendant in obedience thereto joins the appointment and renders the required service or if the defendant of his own accord joins any recognized school and puts in the required service. He considers that there is nothing in the document to justify the contention that the defendant "should secure an appointment in a recognized school immediately after finishing his course of training, or if he failed to secure one, he should open a school within the jurisdiction of the Madras Educational Department and after obtaining recognition thereto should put in service therein for a period of three years." The munsif further holds that this contention reads into the document a term imposing upon the defendant an obligation the performance whereof may become a physical impossibility, and that so long as the defendant "did not disobey the command of the Educational Department to serve out his term as a teacher coupled with an offer of a teacher's place in a particular recognized institution," he (defendant) cannot be said to have committed any default in carrying out the terms of the bond.

2. The finding of the District Munsif and the altered form of the agreement proposed by the Director of Public Instruction would seem to postulate an under-

Not necessarily.

C. A. SOUTER.

taking on the part of the Educational Department of Government to provide for every student under training in receipt of stipend from Government, an appointment as teacher in a recognized institution. The Government do not appear to have bound themselves to any such undertaking, and it is for consideration whether the altered form of agreement, which contains an implied understanding on the part of the Educational Department to offer every trained student an appointment in a recognized school, before any action can be taken against the student for refund of the stipend may be approved. Perhaps the Director of Public Instruction may be asked u.o. to consider the matter further.

W. FRANCIS—15-10-09.

K. RANGASWAMI AIYANGAR—11-10-09.

This matter seems to require further consideration on two points—

(a) Can a bond be binding on a minor? [*vide* issue (1) of the judgment]

(b) Are Government, or should Government be, under any obligation to provide stipendiary students with an appointment in a recognized school?

2. (a) In this particular case, the defendant adduced no evidence of his age and But Form B in Appendix U to the Educational Rules is expressly provided for the case of minors.

The present defendant's plea that he was a minor when he executed the bond was never pressed and was apparently put forward as a make-weight.

W. FRANCIS—15-10-09.

3. (b) Under the amendment now proposed by the Director of Public Instruction, a trained student must either "accept an appointment offered to him as a teacher in a recognized institution or keep, and teach in, an elementary school within the jurisdiction of the Madras Educational Department, unless his inability to do so is shown to the satisfaction of the Director of Public Instruction, Madras, for the

But the Director of Public Instruction's proposed amendments specially provide for cases in which it is an impossibility—the Director of Public Instruction is to be judge of the fact of possibility.

W. FRANCIS—15-10-09.

Then the student must start a school, unless his inability to do so is admitted by the Director of Public Instruction.

W. FRANCIS—15-10-09.

No. The man is to take the post if offered.

W. FRANCIS—15-10-09.

obligation of the sort would probably be open to many objections and possibly would be impossible of performance. The best result seems to be that in many cases the student cannot be compelled to pay back his stipends.

4. The papers may go u.o. to the Director of Public Instruction for his remarks.

C. A. SOUTER—12-10-09.

Submitted that the alterations proposed by the Director of Public Instruction, in which the Government Solicitor has had a hand, seem to meet the difficulties raised by the rather foolish judgment of the District Munsif and may be accepted. It would seem that the chances of success in an appeal against the judgment would be considerable, but perhaps that step is not necessary after all this time—it was pronounced on 31st December 1908.

To be absolutely on the safe side, the Advocate-General could be consulted.

W. FRANCIS—15-10-09.

I should say it was almost impossible to bind a student in the way proposed. I should have thought the proper way was a bond to pay back the fees, such bond to be void if the man served in a Government school or opened a school of his own. That is the kind of bond our shroffs and so on enter and then the bond holds good unless the student does certain things, and he cannot plead that it was physically impossible for him to do these things. I may be all wrong, but I think the Advocate-General might be consulted and this suggestion put to him. I am almost sure the student will wriggle out of this agreement just as the man did before the Munsif.

M. H[AMMICK]—21-10-09.

Draft please.

W. FRANCIS—22-10-09.

A draft memorandum to the Honourable the Advocate-General is submitted for approval.

C.S.—28-10-09.

K. RANGASWAMI AYYANGAR—29-10-09.

C. A. SOUTER—30-10-09.

Issue.

W. FRANCIS—1-11-09.

[Memorandum No. 1825-1, Educational, dated 1st November 1909.]

From the Government Solicitor, dated 24th January 1910, No. 96.

The Advocate-General agrees with the Government that the better mode of drafting the bond would be to bind the student to pay back the stipends subject to the provision that the bond should be void if the student did certain things.

If the bond is thus drafted, the student will, the Advocate-General states, be *prima facie* liable to pay the money and it would lie upon him to prove that he has strictly complied with the terms of the bond.

He therefore suggests that the form of the bond may be altered as shown below:—

Agreement to be entered into by students in Training institutions.

A

"Know all men by these presents that I am bound to the Right Honourable the Secretary of State for India in Council in the sum of Rupees to be paid to the said Secretary of State or to his certain Attorney successors or assigns for which payment I bind myself my executors and administrators by these presents sealed with my seal, dated this day of 19 .

Whereas the above-bounden has entered the

as a stipendiary student for the purpose of being trained as a school at the expense of Government and whereas it has been agreed that the above-bounden shall enter into a bond in the above-mentioned sum of Rupees with such condition as is hereunder written for the faithful discharge by the said of duties as such stipendiary student and as security for the repayment of all monies paid to as such. Now the condition of the above-written bond is such

that A if the said shall go through at the said

the full course of training prescribed by Government for school and shall after the completion of such course of training appear for the next ensuing examination necessary for qualification as a probationary trained teacher of the grade for which he is trained, and, if necessary and if permitted to do so, for every successive examination until he is qualified as aforesaid, and shall also, after becoming qualified as aforesaid, A as soon as a

A accept an appointment offered to him as a teacher in a recognized institution or keep, and teach in, an elementary school within the jurisdiction of the Madras Educational Department, unless his inability to do either is shown to the satisfaction of the Director of Public Instruction, Madras, for the time being

of training abide by all the rules and regulations laid down by Government with respect to stipendiary students at the said and during such period of years as aforesaid abide by all the rules and regulations laid down by Government with

A or if he is prevented by ill-health from going through such full course of training as aforesaid. Otherwise the bond shall remain in full force. respect to the teachers of such recognized schools A or keepers of such schools or in case otherwise than on account of ill-health the said

shall not go through such full course of training as aforesaid or shall not thereafter serve for a period of years as a teacher in or keeper of a school as aforesaid or shall not abide by such rules and regulations as aforesaid or any of them if the said

his executors or administrators shall pay to the said Secretary of State for India in Council his successors or assigns all monies received from Government by the said whilst such stipendiary student as aforesaid. Then and in either of such cases the above-written bond shall be void otherwise the same shall remain in full force.

Signed, sealed and delivered by }
the above named }
in the presence of } "

2. It is for consideration whether the form of bond, as altered by the Advocate-General, may be accepted.

T.K.—31-1-10.

The draft suggested by the Advocate-General seems to meet the case and may be accepted.

K. RANGASWAMI AIYANGAR—1-2-10.

C. A. SOUTER—2-2-10.

The Advocate-General confirms the correctness of the view taken by the Honourable Member in his note at page 4 *supra*. The bond as amended by him will be found on page 5 *supra* and may be approved.

L. M. WYNCH—3-2-10.

Yes. Approved.

M. H[AMMICK]—7-2-10.

Please draft.

L. M. WYNCH—8-2-10.

Draft submitted for approval.

T.K.—9-2-10.

K. RANGASWAMI AIIYANGAR—9-2-10.

C. A. SOUTER—10-2-10.

Issue.

L. M. WYNCH—11-2-10.

[G.O., No. 71, Educational, dated 11th February 1910.]

READ AGAIN G.O., No., dated 19 ..
 " " " " , " 19 ..

READ ALSO:—

Cf No. 1645, From the D. P. I., No. 2802, dated 1 - 9 - 1909.

1925, 1909

" " 161, " " Govt. Solicitor, " 96, " 24 - 1 - 1910.

ORDER.

P. S.

No. 11, dated 11-2- 1910

Not for E. J.

bespalde
in print soort
7/12
11-2-10

The Government do not consider that the alterations proposed by the Director of Public Instruction in the form of the agreement to be entered into by students in Training Institutions would meet adequately the objections raised by the District Munsif of Chittoor ~~and would cause~~ ^{or} ^{prevent} ~~further failures to keep students~~ ^{from} ~~the terms of their agreement.~~ ^{are of the opinion} ~~are inclined to this~~ ~~and the District~~ ~~General agree with them~~ that rather than attempt to bind students in the manner

27/ 11 14p

manner laid down in the existing form of agreement it would be better to require them to execute a bond which would bind them to pay back the stipends they receive at the training institutions, subject to the provision that the bond should be void if they served in a recognized school or kept a school of their own for a specified period.

2. The revised form of agreement ^{appended to this order} ~~given below~~ will accordingly be substituted for the form given in Appendix U of the Madras Educational Rules. ^{also} Form B will be similarly modified.

|| (H.E. form of agreement on page 11 of the notes.)

Press
Please print the form with all the corrections embodied

T.H.
9.2.10

20
9.2.10

Cad
10/2

Lub.
11/2/10

To
The D.P.I. 10/3/10

Current No....., dated.....19

G.O., No. 71....., dated 11 — 2 — 1910.

(b)

Number of MS. pages sent { Correspondence including order or orders
 (b¹)
 Notes.....

Docket Educational Rules. Making certain alterations in the form of the agreement to be entered into by student in Training Institution

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

FOR RECORD.

Madras Records	...	...	...	...	20	10
Ooty Records	...	...	...	...	3	3
For filing with original	...	...	...	...	7	7
Total	...	...	...	...	30	20

FOR ISSUE.†

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 ...					
bare copies.	The Director of Public Instruction.....				
	The Comr. for Govt. Examinations....				
	The Superintendent, Govt. Museum....				
	The Surgeon-General.....				
	The Accountant-General.....				
	The Collector of.....				
	The P. D. B.....				
	The				
	The				
	The.....				
	The.....				
	The.....				
Total					

INSTRUCTIONS FOR THE
SECRETARIAT.

(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.

(b¹) 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.

{P.T.O.

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 <u>after usual interval.</u> 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.....	12-2-10
First proof furnished on.....	18-2-10
Call for revised proof received on.....	
Revised proof furnished on.....	
Corrected proof received for striking on.....	2-3-10
Final copies supplied on.....	8-3-10

Account of copies.	Complete copies.	Notes.	Issue copies.
Supplied to Secretariat for Record.....	24	20	
" " " Issue.....	5		
For Volumes.....	16		
For E.T.....			
Total ...	55	20	