

Government of Madras.

EDUCATIONAL DEPARTMENT.

Recd.

Regd.

} 1915.

Enclosures

Spare copies

G.O. No. 397, 14th April 1915.

Rental.

Communicating to the Director of Public Instruction letter from the Agent, South Indian Railway, agreeing to continue to levy the nominal — of Re. 1 per annum for the land leased to the Government College, Mangalore, for use as a playground.

BACK PAPERS.

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

FURTHER PAPERS.

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

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GOVERNMENT OF MADRAS.

EDUCATIONAL DEPARTMENT.

READ—the following papers:—

I

Letter—from the Hon'ble Mr. J. H. STONE, M.A., F.R.H.S., C.I.E., Acting Director of Public Instruction.

To—the Secretary to Government, Educational Department.

Dated—Madras, the 18th September 1914.

No.—Ref. on Cur. 7339.

I have the honour to invite the attention of Government to their order No. 119, Educational, dated 2nd March 1909, wherein they accepted the arrangement according to which the Agent of the South Indian Railway Company was to let the Government College at Mangalore use two plots of land adjacent to the college as a playground on the following conditions:—

- (1) that a rent of Re. 1 per annum is paid;
- (2) that no buildings of a permanent character are erected thereon; and
- (3) that the land is surrendered when required by the Railway on three months' notice.

It is now reported by the Principal of the College that the Agent of the Company has demanded, with effect from 1st September 1914, an enhanced rental of Rs. 60 per annum for the land leased to the college on the ground that regard being had to the capital cost of the land in question and to the interest on capital involved, the credit realized from the college, viz., Re. 1 per annum, is not adequate. The Agent, however, states that he is not in possession of the records to show the exact amount debited to the capital account of the railway for the land acquired at Mangalore station, but that under the Company's contract with the Secretary of State the capital cost of the undertaking includes the value of all land. It is not therefore evident how the Agent came to fix the annual rental for the playground at Rs. 60 per annum. The Government order quoted above apparently intended that the college should have the land at a nominal rent until the Railway required it for its own purposes. In these circumstances, I beg to request that Government may be pleased to pass the necessary orders on the demand of the Company for an increased rental of Rs. 60 per annum for the land leased to the college.

2. A copy of the agreement entered into with the Company in respect of this land is herewith submitted for the information of Government.

ENCLOSURE.

AN AGREEMENT made the 27th day of April 1910 BETWEEN the South Indian Railway Company (Limited) hereinafter called "the landlord" of the one part and the Secretary of State for India in Council hereinafter called the "tenant" of the other part.

1. Whereby the landlord lets and the tenant takes the two several pieces or parcels of land situate at Mangalore in the registration district of South Canara and registration sub-district of Mangalore taluk being part of survey No. 392 and more particularly delineated and described as No. 1 plot and No. 2 plot, respectively, in the plan attached to this agreement and thereon surrounded by red lines the said plot No. 1 being bounded on the north by the Government college compound, on the south by the approach road to the station-house from the west,

on the east by a boundary delineated by laterite blocks and on the west by the Company's boundary and the said plot No. 2 being bounded on the north by the road leading from Hampan katta to Mr. F. X. Saldanha's house, on the south by a boundary delineated by laterite blocks, on the east by the approach road to the station-house from the north and on the west by the Government college compound.

To hold the same from the 21st day of August 1909 until this agreement shall be determined as hereinafter provided at the yearly rent of one rupee payable in advance on or before the 31st day of August in each year.

2. The tenant agrees with the landlord as follows:—

(1) To pay the reserved rent at the times and in manner aforesaid to the agent of the landlord and to pay all existing and future taxes imposed in respect of the premises.

(2) To use the said premises as a playground or playgrounds for the Government College at Mangalore and for no other purpose.

(3) Not to erect any building on the said premises except buildings of a temporary character for the erection of which the tenant shall have obtained the previous consent in writing of the agent for the time being of the landlord.

(4) To keep the walls or other fences of the premises in good order to the satisfaction of the said agent of the landlord.

(5) Not to assign, underlet or part with the possession of the premises or any part thereof.

(6) To permit the agent of the landlord and persons appointed by him at all reasonable times to enter upon the said premises to view the state and condition thereof.

3. It is mutually agreed as follows:—

(1) If the rent shall be in arrear for 21 days whether legally demanded or not or if the tenant shall make default in observing and performing any stipulation on his part herein contained the landlord may re-enter upon the said premises or any part thereof in the name of the whole and the tenancy shall thereupon determine but without prejudice to any claim which the landlord may have against the tenant in respect of any breach of the tenant's stipulations herein contained.

(2) Either party may terminate the tenancy by giving to the other three calendar months' previous notice in writing. The notice to the landlord to be delivered to the agent for the time being of the landlord at the Agent's office and the notice to the tenant to be delivered to the Principal for the time being of the Government College at Mangalore or to the Government of Madras and the payment of rent in advance by the tenant shall not affect the landlord's right to terminate the tenancy nor shall the termination thereof by the landlord entitle the tenant to a refund of rent or an apportioned part.

IN WITNESS whereof the said parties hereto have set their hands hereto the day and year first above written.

Signed by Harry James Thompson, the Agent for and on behalf of the South Indian Railway Company (Limited), and the Hon'ble Mr. Alfred Gibbs Bourne, F.R.S., Director of Public Instruction, by order and by direction of the Governor in Council of Fort St. George and on behalf of the Secretary of State for India in Council in the presence of

H. J. THOMPSON,
Acting Agent.

A. G. BOURNE,
Director of Public Instruction.

B. G. McCLOUGHIN,
Assistant Secretary to Agent, South Indian
Railway, Trichinopoly.

Witnessed by me.

S.H.K.,
First-class Magistrate.

II

Letter—from the Hon'ble Mr. S. B. MURRAY, Joint Secretary to Government, Public Works Department (General, Buildings, Roads and Railways).

To—the Agent, South Indian Railway.

Dated—the 10th November 1914.

No.—2015 Ry./14-2.

It is understood that, with effect from 1st September 1914, you have demanded an increased rent of Rs. 60 per annum for the two plots of land leased to the Government College at Mangalore for use as a playground, for the reason that, having regard to the capital value of the lands and the interest on capital involved, the rent hitherto paid, viz., Re. 1 per annum, is not adequate.

2. If it were the case that the capital cost of the land had in fact been debited to the Railway Company, the grounds for enhancing the rent would not be without force, although even then the grant of the land on favourable terms in the special circumstances of this case might not unreasonably be expected. It appears, however, from the correspondence that passed on the subject of this land in 1909 between the Government and the then Agent of the South Indian Railway (Mr. Priestley) that the land was originally Government land handed over to the Railway Company without charge. It was, doubtless, for this reason that Mr. Priestley was prepared to accept a merely nominal rent—*vide* letter No. A.C. 1115/34/16, dated 15th February 1909, from Mr. Priestley in reply to Mr. Butterworth's letter No. 19-1, dated 10th February 1909. Later, the question whether any debit should be raised against the capital account of the Railway Company in respect of Government lands handed over for the Azhikkal-Mangalore line was discussed in your letter No. A.C. 2655/26-4, dated 15th January 1914, and the decision communicated to you in G.O. No. 399 Ry., dated 21st August 1914, was in favour of the Railway Company. Although, therefore, the capital of the undertaking as defined in the Company's Supplemental Contract of 1910 must be held to include the value of all lands acquired prior to January 1911 and, therefore, technically to embrace the lands in question, yet as a matter of fact the Company does not pay any interest on their value. It appears, therefore, to be inequitable to base on considerations of the capital value of the land and the interest involved a claim as against the Government to enhanced rent on property which has in fact been given free. The land is essential to the well-being of an important educational institution in Mangalore, and the interests of the Company, apart from the question of rent, are fully safeguarded by the stipulations that no permanent structures are to be erected upon it and that it is surrendered when required by the Railway on three months' notice.

If, therefore, you are not prepared to surrender the land, temporarily or permanently, under the orders referred to in the next succeeding paragraph, I am to say that, in the foregoing circumstances, the Governor in Council hopes that you will permit the terms of tenure to continue as fixed by Mr. Priestley in 1909.

3. The question whether the land might not be surrendered by the Railway does not appear to have been directly raised in the discussions of 1909, and I am to invite you now to consider whether, in view of the fact that no use has been made of the land since its cession to the Railway, it should not be dealt with under the appropriate paragraph of the Railway Board's Instructions No. 27-R.C., dated 12th April 1907, communicated with G.O. No. 916 Ry., dated 5th June 1907.

III

Letter—from the Hon'ble Mr. S. B. MURRAY, Joint Secretary to Government, Public Works Department (General, Buildings, Roads and Railways).
To—the Agent, South Indian Railway.
Dated—the 12th January 1915.
No.—2015 Ry./14-3.

I am directed to invite your attention to this Government's letter No. 2015 Ry./14-2, dated 10th November 1914, on the subject of the enhancement of rent for the two plots of land leased to the Government College, Mangalore, for use as a playground and to enquire when a reply thereto may be expected.

IV

Letter—from the Hon'ble Mr. S. B. MURRAY, Joint Secretary to Government, Public Works Department (General, Buildings, Roads and Railways).
To—the Agent, South Indian Railway.
Dated—the 19th February 1915.
No.—2015 Ry./14-4.

I am directed to invite your attention to this Government's letter No. 2015 Ry./14-2, dated 10th November 1914, and the reminder thereto, dated 12th January 1915, on the subject of the enhancement of rent for the two plots of land leased to the Government College, Mangalore, for use as a playground and to enquire when a reply thereto may be expected.

V

Letter—from the Hon'ble Mr. S. B. MURRAY, Joint Secretary to Government, Public Works Department (General, Buildings, Roads and Railways).
To—the Agent, South Indian Railway.
Dated—the 22nd March 1915.
No.—2015 Ry./14-5.

I am directed to invite your attention to this Government's letter No. 2015 Ry./14-2, dated 10th November 1914, and the subsequent reminders thereto on the subject of the enhancement of rent for the two plots of land leased to the Government College, Mangalore, for use as a playground and to enquire when a reply thereto may be expected.

VI

Letter—from the Hon'ble Mr. A. MUIRHEAD, Agent, South Indian Railway.
To—the Joint Secretary to Government, Public Works Department.
Dated—Trichinopoly, the 26th March 1915.
No.—A.C. 2627/1/110.

In reply to your letter No. 2015 Ry./2-14, dated the 10th November 1914, regarding the two plots of land leased to the Government College at Mangalore for use as a playground, I have the honour to inform you that, while not admitting the argument put forward in regard to the capital value of the land—an argument which might be applied to other matters in connection with the use of railway property, as His Excellency the Governor considers that the lease of the land is essential to the well-being of an important educational institution, this Administration will continue to levy the nominal rental of Re. 1 per annum, fixed in 1909.

2. In reply to paragraph 3 of your letter, I beg to inform you that in view of possible extensions the land will probably be required at an early date.

Order—No. 397, Educational, dated 14th April 1915.

The letter from the Agent, South Indian Railway, No. A.C. 2627/1/110, dated the 26th March 1915, will be communicated to the Director of Public Instruction.

(True Extract.)

P. RAJAGOPALA ACHARIYAR,
Secretary to Government.

To the Director of Public Instruction.
 „ Public Works Department, with a copy of the notes.

EDUCATIONAL DEPARTMENT.

NOTES CONNECTED WITH G.O. No. 397, EDUCATIONAL, DATED
14TH APRIL 1915.

[SUBJECT.—*Payment of a rent of Rs. 60 per annum for the railway land in the
occupation of the Government College, Mangalore.*]

Letter from the Director of Public Instruction, dated 18th September 1914, No. 7339.

Attention is solicited to the South Indian Railway Agent's letter, dated the 15th February 1909, on page 3 of G.O. No. 119, Educational, dated 2nd March 1909, from which it will be seen that he was prepared to waive the rent, provided he did not legally risk forfeiting the lien to the land by doing so. It is not clear why the present Agent considers it necessary to levy a rent of Rs. 60 per annum. The question of adequacy of the return will apparently arise only when the Company paid towards acquisition of the land. Submitted that the file may be sent to the Public Works Department in the first instance for remarks on the Agent's demand.

S.A.—23-9-14.

C.R.—23-9-14.

I confess I do not see what the point is on which the Public Works Department have to report. The land now belongs to the Company: and it is open to them to fix the rent which they consider reasonable. The arrangement of 1909 cannot condone the matter. The Director of Public Instruction should say if, independently of the previous correspondence, he considers the rent of Rs. 60 demanded fair; and if it is fair, I suppose we have to pay it, unless we can hit on some way of coercing the Company.

P. RAJAGOPALA ACHARIYAR—25-9-14.

To the Director of Public Instruction.

OFFICE OF THE DIRECTOR OF PUBLIC INSTRUCTION.

No doubt the Railway has a legal right to determine the agreement and charge us Rs. 60 per annum, but the circumstances are not at all different from what they were when the agreement was made and I thought that the influence of Government over the Railway might induce it to re-consider the demand. I have no reason to suppose that Rs. 60 is too much to pay for the use of the land, and perhaps the matter is not worth Government's contesting with the Railway.

J. H. STONE—26-9-14.

To the Educational Department.

EDUCATIONAL DEPARTMENT.

Submitted for orders.

2. It is for consideration whether the Railway Company should be addressed with reference to the portion "A" in the Director of Public Instruction's note above. If so, the reference has to be made by the Public Works Department, which deal with questions relating to railways.

C.R.—1-10-14.

Will the Public Works Department be so good as to move the Railway Company as at A?

P. RAJAGOPALA ACHARIYAR—2-10-14.

To the Public Works Department.

PUBLIC WORKS DEPARTMENT.

A draft letter to the Agent, South Indian Railway, is submitted for approval.

2. It will be seen from the correspondence with G.O. No. 119, Educational, dated 2nd March 1909, that the land in question is Government land transferred to the Company without any compensation. Mr. Priestley wanted a rent of Re. 1 per annum—he was even willing to receive a nominal rent of 1 anna—just to avoid the risk of the Company forfeiting its lien on the land. The reason now adduced for enhancing the rent to Rs. 60 a year is that, having regard to the capital value of the land and to the interest on capital involved, the credit realised from the college, viz., Re. 1 per annum, is not adequate. But as already stated above the capital account of the Railway was not specifically increased on account of these lands. It will also be seen from G.O. No. 399 Ry., dated 21st August 1914, that an attempt to raise a debit later was not approved by Government. Even though the capital of the undertaking as defined in the Company's supplemental contract of 1910 included the value of all lands acquired prior to January 1911 and therefore technically embraced the lands in question also, as a matter of fact the Company does not pay any interest on the value of these lands. This aspect is also mentioned in the draft.

M.K.T.—10-10-14.

Fair the draft. Honourable Member should see. The South Indian Railway Agent has either overlooked the terms on which the land was given to the Company, or is anxious to uphold the South Indian Railway tradition of stinginess!

H. G. STOKES—12-10-14.

The land is apparently not wanted for the Railway at present. It belongs to the Secretary of State. If the latter, or his representative wants it, cannot he get it without charge? There are rules about the treatment of the various classes of railway land and they should be examined.

H. A. S[^{TU}ART]—15-10-14.

The case of the particular land has been discussed in the Educational G.O. No. 119, dated 2nd March 1909 (*vide* pages 2 and 3 of the notes thereto). This is a A class land and "its occupation by the Company will be so far permanent that it will

Board's Standing Order 91, paragraph 6. cease only when the contract is terminated or surrendered and the whole lapses to Government." The land has not been utilized for railway purposes since 1909 and may not be required at all by the Company, but the Agent has to say so—*vide* paragraph 18 of Board's Standing Order No. 91. It is incumbent upon the Company under paragraph 11 of the contract to relinquish all unnecessary land from time to time. But Mr. Priestley's letter No. A.C. 1115/34/16, dated 15th February 1909, throws a hint that the land in question may be wanted by the Company at some future date. If this is likely, the Agent will not agree to give back the land outright and if he does not the other alternative will be to ask him to hand it over to the Revenue Authorities for safe custody who can lend it to the college for temporary occupation; such a lending should, however, not interfere with the land being returned to the Company on short notice. Mr. Stone saw one chief practical objection to this course, viz., that money spent on it would be irrecoverable if the Railway took it back, but

Page 3 of Notes to G.O. 119, Educational, 2nd March 1909.

the agreement now entered into with the Company does not provide for payment of compensation for any buildings erected on the land by the college when the tenancy is terminated.

M.K.T.—23-10-14.

I see no objection to inviting the Agent either to surrender the land outright, or to allow it to be dealt with as in paragraph 18 (2) of Board's Standing Order No. 91. This will be carrying the war into the enemy's country! We shall, in fact, be putting him to the proof that the land is still required at all!

H. G. STOKES—24-10-14.

As proposed.

H. A. S[^{TU}ART]—26-10-14.

A paragraph has been added to the draft as paragraph 3. Perhaps with this addition and with the deletion of the last sentence in paragraph 2, the letter may issue. For orders.

M.K.T.—3-11-14.

I have modified the draft. Send to Educational for acceptance.

H.G.S.—4-11-14.

To the Educational Department.

EDUCATIONAL DEPARTMENT.

The draft may be accepted in Educational and the file returned to Public Works Department.

C.R.—5-11-14.

P. RAJAGOPALA ACHARIYAR—6-11-14.

To the Public Works Department.

PUBLIC WORKS DEPARTMENT.

The draft letter may now issue.

M.K.T.—9-11-14.

H.G.S.—10-11-14.

[Issued as letter No. 2015 Ry./14-2, dated 10th November 1914.]

A draft reminder to the Agent is submitted.

M.K.T.—11-1-15.

H.G.S.—12-1-15.

*Letter from the Agent, South Indian Railway, dated 26th March 1915,
No. A.C. 2627/1/110.*

The second sentence of the Agent's letter is not clear; but, as he has agreed to the rental of Re. 1 per annum, it does not appear necessary to probe into the contention. It may be noted that the Agent has now fenced his consent with the remark that the land *will* be required at an early date. When this comes to happen, the college will have to find other playground.

2. The file may be sent to Educational.

M.K.T.—30-3-15.

D. MARSHALL—31-3-15.

To the Educational Department.

EDUCATIONAL DEPARTMENT.

C.R.—8-4-15.

P.R.—12-4-15.

[G.O. No. 397, Educational, dated 14th April 1915.]

READ AGAIN G.O. No....., dated.....191

” ” ” ” ” 191

READ ALSO:—

C. No. 2937, From the D.P.J., No. 7339, dated 18. 9. 1911

" " " " Agent, S. I. Ry. , Ac 2627/1/40 26 3. 1915.

191

ORDER.

No. 3972, dated 14-4-1915

P.S.

not for E.T.

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The letter from the Agent,
S. I. Ry. no. A.C. 2627/1/110, dated
the 26th March 1915, will be
communicated to the D. I.

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To the D.P.'s (29th & 29th inst)

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Educational DEPARTMENT.

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(b¹) Notes.....9

Brief subject.....

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(b¹) For rules regarding printing of notes, see rule 315 of the office Manual.

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‡ To be initialled and dated.

[P.T.O.]

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SPECIAL INSTRUCTIONS.

Rental

13 SP

Communicating to the D.I., letter from the Agent, S. J. Ry., agreeing to continue to levy the nominal ~~rental~~ of Rs. 1 per annum for the land leased to the Govt. College, Mangalore, for use as a playground.

GOVT. PRESS.

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22 APR 1915

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 READ AGAIN G.O. No.
191

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ENCLOSURES to G.O. No.

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STATEMENT WITH DITTO.

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