

16m (1919) Department.

(88)

Copy SERIES.

G.O. No. *294*

DATED *8. 3. 19*

THE

[Despatch Abstract.]

Basel Mission College, Calicut.

Approving with remarks the proposal of the Council of the Madras Christian College to take over the management of the -- from 1st April 1919.

BACK PAPERS.

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

FURTHER PAPERS.

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

HOME (EDUCATION)

DEPARTMENT.

Received



Registered

191

Subject.

Recommending the proposal of the Bursar, Madras Christian College, to take over the management of the Basel Mission College, Calicut, for the approval of Government.

ENCLOSURES

No.

Spare copies

R. C.No. 1282/1919

Station Madras, Dated the 19th February 1919

From (Name) the Hon'ble Mr. R. Littlehales, M. A.,
(Designation) Ag. Director of Public Instruction,
MADRAS.

To The Secretary to the Government of Madras,
HOME (EDUCATION) Department.

Sir,

In submitting herewith the enclosed letter No.339 dated 8th February 1919 from the Bursar, Madras Christian College, together with its enclosures I have the honour to recommend that the proposal of the Council of the Madras Christian College to assume the management of the Basel Mission College, Calicut, including the school department attached to it may be approved and the Council recognised as the managing body of the Basel Mission College and High School, Calicut, from the 1st April 1919.

2.
This is one of the proposals of the National Missionary Council for carrying on the work of the Basel Mission approved by Government in G. O. No.1067 Public dated 29th November 1918.

2. On educational grounds, pure and simple I should be prepared to recommend that the Council of the Madras Christian College be granted a clear title to the property of the Basel Mission College (and attached High School) at Calicut. But as this raises more general questions, including the interest that the Home Government itself may possess in this property in India, which may not be decided until after the termination of the sittings of the Peace Conference in Europe I am unable to make any such recommendation as is desired by the Bursar of the Madras Christian College in paragraph 3 of his letter.

I have the honour to be,

Sir,

Your most obedient Servant,

N. A. Arundel

for Director of Public Instruction

Y. V.
19/2
Y. V. /19/2

No. 339

3
MADRAS CHRISTIAN COLLEGE,
8th February 1919.

FROM

THE BURSAR,

MADRAS CHRISTIAN COLLEGE.

TO

The Director of Public Instruction,

M a d r a s .

Sir,

I have the honour to inform you that the Committee of Management of the Basel Mission Educational Institutions last year approached the Council of this College with a request that the Council should assume responsibility for the management of the Basel Mission College, Calicut. This request was considered by the Senatus and the Council, and at the meeting of the Council held on the 30th August 1918, a resolution was sent home to the Governing Board of the College recommending that the College Council should be permitted to assume management of the Basel Mission College in the first instance for three years, the question of permanent control to be considered before the expiry of that time. Intimation has now been received to the effect that the Governing Board approves of the recommendation, and authorises the Council to proceed in the matter. The Council will meet in the course of this month to decide as to the action to be taken. The idea which we have in our minds is that, subject to the approval of Government and to the settlement of the question of the tenure of property, the transfer of the control of the Basel Mission College, Calicut, to the Madras Christian College should take effect from the 1st April 1919.

2 I have the honour to request that you will kindly inform me whether the proposed step meets with the approval of Government, and whether Government will recognise the

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From

The Bursar,

Madras Christian College.

To

No.

Dated

Received

Subject

- 2 -

Madras Christian College Council as the managing body of the
Basel Mission College from the 1st April 1919.

3 The matter of the tenure of property is bound up with the
Basel Mission Educational Council, a body registered under the
Indian Companies Act, a copy of the Memorandum ^{and} of Articles of
Association of which I enclose. From the Articles it will be
seen that the Basel Mission Educational Council is subordinate to,
and administered by, the Home Committee of the Basel German
Evangelical Mission, a body which I believe is without standing
in this country. It is not possible for the Madras Christian
College Council to control a College ^{carried on} in property regarding the
tenure of which there may be doubt. I have therefore to request
that you will recommend Government to give the Madras Christian
College Council a clear title to the property. As para 7 of
the Memorandum of Association provides for the winding up of the
Association and the transfer of its property to an Association
having similar objects, I would respectfully ask that
Government may be pleased to order the winding up of the Basel
Mission Educational Council and the transfer of the property
which it controls to the Madras Christian College.

I trust that both requests may meet with your favourable
consideration and recommendation.

I have the honour to be,

Sir,

Your most obedient servant,

M. Meertin

Bursar.

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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, building 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.

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(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 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 ~~one~~ 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.

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B
Names, Addresses and Descriptions of Subscribers.

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

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

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

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

(Sd.) H.Knobloch, Manager, B.C.M., High School, Calicut.

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.

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

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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 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.

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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.

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

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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.

Subject.

14
Homer (Edw.)

Transfer of management to 359/8, from the D.P.G., R.C. 1282/19, 19.2.19

Management of the Basel
Mission College, Lalient
to at the Madras
Christian College
Board.

4. Para 3(2) - p. 3 of
- Geo. 1067 Pule. (V)
29. 11. 18

One of the approved proposals for the provisional transfer of the management of the Basel mission activities in this Presidency to the National Missionary Council is that the Madras Christian College should become responsible for the maintenance of the Basel Mission College at Lalient. The Director's present suggestion is therefore one that has already met with the approbation of Govt. A specific order is perhaps now necessary recognizing the Christian College Council to be the management of the Basel Mission College at Lalient so that the grants & payable to the College might be disbursed to the authorities of the Christian College.

Para 3 - p. 4, c. 4.

2 In regard to the Christian College Board's request that ^(the Council) they should be given a clear title to the property in the Basel Mission institution at Lalient the D.P.G. has explained the position correctly (p. 2 - page 2, c. 4) and it may be presumed that he has satisfied himself that the proposed transfer of management

ment will be acceptable to the
Christian college even without guarantee
of tenure of property.

2. A draft order is subd. of
appl.; it may go to Rev. (Spl.) - War -
for acceptance.

262.9

27.2.8

26.2.19

my 7/3/19

Rev Spd (no)

Pub (no)

Home (88) us.

1.359 B-1

1.3.4

War

1.5.19

21.42.

Rev (Spl) War 672-

Rev 3.3.19.

Rev. (Spl) Dept.

(War)

The draft may be

accepted.

262

3.3.19.

3.3.19

27.2.19

all 3.4

Rev (Spl) War 672-

6.3.19



Home (88).

Home (Edm)

For orders as to circulation

to H. S. prior to issue.

5.3.19

6.3.19

my 7/3/19

B: 26

C: 63

8 22



5.3.19

H.S.

6 MAR 1919

with remark
 Approving the proposal of the (Edn)
 Council of the Madras Christian
 College to take over the manage-
 ment of the — from 1st April 1919.

READ AGAIN G.O. No. 10 67 Pul. dated 29 11. 1918. (V)

" " " " " " " " 191

READ ALSO:-

C. No. 359/B From the D.P.D., R.C. No. 1287 dated 19.2. 1919

" " " " " " " " 191

" " " " " " " " 191

ORDER.

No. 294, dated 8.3. 1919.

M.C.

Without prejudice to any
 arrangements that may be
 made hereafter for the
 permanent transfer of
 the ownership of the properties
 of the Basel Mission, the
 Govt. are pleased to approve
 the proposal of the Council
 of the Madras Christian
 College to take over, with
 effect from 1st April 1919, the
 management of the Basel
 Mission College, Solihull, under
 its control.

To the D.P.D.
 — A. S.
 .. Rev. (Spl.) Dept.
 .. the Regt. Master
 of Madras

26.2.19
 21.2.19

, DATED

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