

Law (Edm.)

(1925) Department.

Ord. SERIES.

G.O. No. 346

DATED 12-3-1925

[Despatch Abstract.]

Lawrence memorial School, Gtacamuni  
Leasing of certain lands to school  
staff - Papers recorded



# BACK PAPERS.

| G.O. | No. | Department. | Date. | G.O. | No. | Department. | Date. |
|------|-----|-------------|-------|------|-----|-------------|-------|
|      |     |             |       |      |     |             |       |

# FURTHER PAPERS.

| G.O. | No. | Department. | Date. | G.O. | No. | Department. | Date. |
|------|-----|-------------|-------|------|-----|-------------|-------|
|      |     |             |       |      |     |             |       |

## Lawrence Memorial School,

C. No. 364



LOVEDALE, NILGIRIS,

24th April 1923. 192 .

25

Rs. 1876-13

30.4.23

FROM

THE REVEREND W. H. G. PADFIELD, M.A.,

PRINCIPAL AND SECRETARY.

TO

The Secretary to Government,

Law ( Education ) Department,

Ootacamund.

SIR,

I have the honour to report that I have seen the Hon'ble The Member of Council on the land mentioned in my letter No. 331 dated 21st April 1921, and the Member of Council kindly suggests that this land should be made over to the Provident Fund of the school, to be let on lease at nominal rent to members of staff. Should members of staff wish to sell/such land ~~off~~ to others who are unconnected with the school, a heavy ground rent would be charged.

I have the honour to ask whether the Committee may be permitted to lease it under these conditions.

I have the honour to be,

Sir,

Your most obedient servant,

*W. H. G. Padfield*

Principal and Secretary.



2/3

Lawrence

[C-1876B]

mems: 1876B7  
4.5.23.

Lawrence Memorial

School - His letter C. N. 364

CF 9 24/25 - 4 - 23 -

The Principal  
and Secy., Lawrence Memorial  
School, is requested to  
furnish the Govt. with a copy  
of his letter N. 331 of 21<sup>st</sup>  
April 1921, referred to in his  
communication read above  
as the same is not traceable

4/5

Principal + Secy,  
L. M. School.

3.5.23

3.5.23

4/17/23



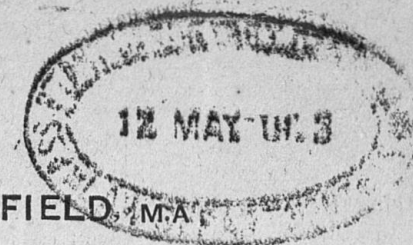
Lawrence Memorial School,

B 3/4  
L. No. 2026B  
12/5/23

C. No. 521

LOVEDALE, NILGIRIS,

8th May 1923 192 .



FROM

THE REVEREND W. H. G. PADFIELD, M.A.

PRINCIPAL AND SECRETARY,

TO

The Secretary to Government,

Law ( Education ) Department,

Stone House Hill,

SIR,

Ootacamund.

With reference to your Memorandum No. 1876 B-1, dated the 4th May 1923, I have the honour to enclose herewith copy of my letter No. 331, dated the 21st April 1921, as desired.

pt. 45 in file

I have the honour to be,

Sir,

Your most obedient servant,

*W. H. G. Padfield*

Principal and Secretary.

TOTO

CW



4  
5

Copy of letter No.331 dated 21st April 1921, from the  
Reverend W.H.G.Padfield, M.A., Principal and Secretary ,  
Lawrence Memorial School, Lovedale, To the Secretary to  
Government, Law (Education) Department, through the  
Director of Public Instruction, Madras.

*(This letter does  
not appear to have  
been used. here)*

I have the honour to report that there is a certain amount  
of land ( approximately 6 acres) on the far side of the  
Railway Bridge, which was bought by the Committee in 1901  
to get rid of a village which was a source of danger to the  
health of the school. This land is of no apparent use to  
the school, and the Committee would be glad to know if the  
Government would be pleased to allow the Committee to let  
this land in plots to members of the staff on long lease,  
to enable them to build houses thereon.

Enclosure.

1 Resolution of Committee.

(sd) W.H.G.Padfield,  
Principal and Secretary.

( True Copy )

Lawrence Memorial School,  
Lovedale, 8th May 1923.

*W.H.G. Padfield*  
Principal and Secretary.



Extract from the Proceedings of the Committee of the Lawrence Memorial School, Lovedale, at a meeting held on 22nd march 1921.

Item X. Laid on the table papers in connection with the land near the Railway Station.

Resolution. " Resolved that the Principal be authorised to ask Government whether small plots of this land can be let to members of the school staff on long lease."

( True Extract )

21st April 1921.

(Sd) W.H.G. Padfield,  
Secretary to the Committee.

( True Copy )

Lawrence Memorial School,  
Lovedale, 8th May 1923.

*W. H. G. Padfield*  
Secretary to the Committee.



Memorandum. No. 187613-2  
6.223

Lawrence Memorial School - Leasing  
of lands - ~~xxx~~

His letter No. 364 dated 25-4-23.

The Principal and Secretary, ~~xxix~~  
Lawrence Memorial School, Cotacamund,  
is requested to report the distance  
of the site in question from the Ry.  
station. He is also requested to  
specify the conditions subject to  
which the lease will be granted and  
the period of the lease.

ms  
117  
July 4/7/23

To ✓  
The Principal and Secretary,  
Lawrence Memorial School,  
Cotacamund.

OK  
DESPATCHED  
9 JUL 1923

Lawrence Mem  
School - for files  
ack. 9x2 11/7



Ld 3084B  
14/8/23.



Law Department.



REMINDER.

REPLY.

To

The Principal and

To

Secretary, Lawrence  
Memorial School,  
Lovedale

THE Secretary, W. G. L. (Secret) School.

The undersigned <sup>has the honour to invite</sup>  
~~is directed to invite~~  
~~invites~~

attention to the communication noted in the

margin and to

request that

this reminder may be returned at once with

information as to -

(1) the stage at which the matter now is, and

(2) the date by which a reply may be  
expected, and

(3) the circumstances which have caused the  
delay.

2. It is requested that the reply to this  
reminder may be sent not later than

than the house to state that  
the matter might be before  
Committee in its meeting of  
23<sup>rd</sup> August.

2. I have suggested  
a 99 year lease, & that the school  
shd. have the option of placing  
a heavy ground rent on premises  
built by members of the state  
but which have not been  
been let or add to occupants  
not connected with the school.

Is the very plan of yours  
to be the case?

W. G. L. (Secret)  
Principal's Secy  
L. M.

Office Law Dept. (Fundamental)

Station Post St. George

Dated 7-8-23

Signature. G. S. 23

Designation.

8/5

15<sup>th</sup> Aug. 23.

SUBJECT

Lease of certain land  
to the Board of Funds  
of the school

8/5



[C. 1876 B]

532

18/8

memo: 1876 B-3 & 18823.

d. M. school - leasing

of lands - correspondence  
ending with the Principal's

p. 7 CF

letter No. 552 of 13.8.23 -

The Principal & Secy

d. M. school, is requested to  
report ~~intimate~~ to the Govt. at an  
early date the distance of  
the site in question from the  
Railway station.

(1)  
18.8.23

cvv  
16.8.23  
879  
16.8.23

18/8/23

18/8/23

The Principal & Secy.,  
d. M. school.



Lawrence Memorial School,

C. No. 2064



LOVEDALE, NILGIRIS,

1st August 1923. 192 .

L. No 3211/B  
27/8/23

FROM

THE REVEREND W. H. G. PADFIELD, M.A.,

PRINCIPAL AND SECRETARY,

TO

The Secretary to Government,

Law (Education) Department

Madras.

SIR,

With reference to memo No. 1876 B.3, Law (Education) Department, dated 18th August 1923, I have the honour to inform you that the distance of the site in question from the back of the Railway Station will be about 50 yards and the public road runs between the Railway Station and the land which extends by the side of the road for about 300 yards.

(To await reply to the  
letter pointing out the same: on p. 6 ante)

I have the honour to be,

Sir,

Your most obedient servant,

*W. H. G. Padfield*

Principal and Secretary.



103/100



1876 B-4

1876 B-4

1876 B-4

1876 B-4

1876 B-4

1876 B-4

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1876 B-4

1876 B-4

1876 B-4

1876 B-4

1876 B-4

1876 B-4

A

10

law (err)

[C. 1876 B]

memo: 1876 B-4 of 4-10-23

d. m. school - leasing

of lands - correspondence  
ending with his letter

p. 9 of C. No. 2064 of 22-8-22 -

The Principal

and Secy., d. m. school, is

requested to expedite his

reply to the latter portion

p. 6 of of memo: 1876 B-2 of 6-7-23,

regarding the conditions

subject to which the lease

will be granted and the

period of the lease.

DESPATCHED  
MKT 6 OCT 1923

2.

The Principal + Secy.,  
d. m. school

3.10.23

2/10.27.

4.10.23



Lawrence Memorial School,

11

12

C. No. 2871

LOVEDALE, NILGIRIS,

10th October 1923. 192 .



L. No. 3783 B

12/10/23

FROM

THE REVEREND W. H. G. PADFIELD, M.A.,

PRINCIPAL AND SECRETARY,

To

The Secretary to Government,

Law (Education) Department,

Fort St. George, Madras.

SIR,

I have the honour to acknowledge the receipt of Memorandum No. 1876 B-4, dated 4th October 1923 and to say that the papers are now with Mr. Walker the school solicitor, who is drawing up a draft lease; on its receipt, it will be <sup>submitted</sup> sent on to Government.

I have the honour to be,

Sir,

Your most obedient servant,

*W. H. G. Padfield*

Principal and Secretary.



Lawrence Memorial School,

12

13

C. No. 32-49



LOVEDALE, NILGIRIS,

2nd November 1923.192 .

L-24/160 B

8/11/23

FROM

THE REVEREND W. H. G. PADFIELD, M.A.,

PRINCIPAL AND SECRETARY.

TO

The Secretary to Government,

Law ( Education ) Department,

Fort.St.George, Madras.

SIR,

With reference to correspondence ending with my letter No.2871 dated 10th October 1923, I have the honour to enclose the draft building lease giving the conditions subject to which the lease will be granted and the period of the lease.

2. The Committee would be glad to know if the Government would be pleased to allow the Committee to let the land in plots to members of the staff on the conditions set forth in the draft lease to enable them to build houses thereon.

I have the honour to be,

Sir,

Your most obedient servant,

*W. H. G. Padfield*

Principal and Secretary.



THIS INDENTURE made the

13  
day of 14

1923 Between THE GENERAL COMMITTEE for the time being of the  
Lawrence Memorial School situate at Lovedale in the District  
of Nilgiris (hereinafter called "the Lessor" which expression  
shall include where applicable its successors in office and  
assigns) of the one part and

(hereinafter called "the Lessee" which expression shall  
include where applicable his Executors Administrators and  
assigns) of the other part WITNESSETH as follows:-

1. In consideration of the expense to be incurred by  
the Lessee in the erection of the messuage or dwelling house  
hereinafter mentioned and of the rent and Lessee's covenants  
hereinafter reserved and contained the Lessor hereby demises  
unto the Lessee ALL THAT piece of land situate at Lovedale  
in the District of Nilgiris in the Sub-Registration District  
of Ootacamund and in the Registration District of Coimbatore  
and measuring Cents of an acre and more particularly  
delineated on the plan annexed hereto and thereon coloured  
pink Together with full right of way or passage whether on  
foot or with horses carts motors and carriages for the Lessee  
and occupiers of the said dwelling house and all persons -



resorting thereto to and from the said dwelling house over

the road or roads of the Lessor communicating therewith.

TO HOLD unto the Lessee from the                      day of

for the term of Ninety nine years PAYING therefor during the

first year of the said term the rent of a peppercorn and during

the residue thereof the yearly rent of Rupee one only payable on

the                      day of                      in each year without any

deduction.

2. The Lessee for himself and his assigns and to the intent that the obligations (save where they are satisfied earlier) may continue throughout the term hereby created covenants with the Lessor as follows:-

- (1) To pay the reserved rent on the days and in manner aforesaid.
- (2) To bear pay and discharge all existing and future rates taxes and assessments duties impositions outgoings and burdens whatsoever whether Parliamentary, parochial local or of any other description assessed charged or imposed upon the demised premises or upon the owner or occupier in respect thereof or payable by either in respect thereof.
- (3) At his own cost to erect upon the premises hereby demised in a substantial and workmanlike manner with the best materials of their several kinds and



in accordance with the plans elevations sections and specifications to be approved by the Lessor and under the inspection and to the satisfaction of the Lessor one dwelling house with all necessary offices and outbuildings boundary walls sewers and drains. And to complete the same in all respects fit for occupation by the                      day of                      (unless prevented by accident or unavoidable causes and in such case as soon after such date as is practicable) And to expend upon such works the sum of Rs.                      at the least in the cost price of materials and labour such expenditure if required to be verified to the satisfaction of the Lessor by the production of proper vouchers.

- (4) Not to erect or build or permit to be erected or built on the demised premises any buildings other than those specified in the last clause nor to make any additions to any buildings at any time existing thereon except in accordance with plans elevations sections and specifications previously approved by the Lessor.
- (5) To execute the works hereinbefore covenanted to be executed in accordance with any statute applicable thereto and with the byelaws and regulations of the local authorities and to pay all fees and charges



properly payable to such authorities in relation to the said works.

- (6) Not to sell or dispose of any earth clay gravel or sand from the demised land nor to excavate the same except so far as may be necessary for the execution of the said works Provided nevertheless that the Lessee may use for the purpose of the said works any materials excavated in the course of the proper execution thereof.
- (7) To keep the exterior and interior of the dwelling house so ~~as~~ to be erected as aforesaid and all other buildings and erections which may at any time during the said term be erected on the land hereby demised and all additions to such dwelling house and buildings and the Lessor's fixtures therein and the garden walls fences drains and appurtenances thereof in good and substantial repair and condition.
- (8) Not to cut or damage any of the principal walls or timbers of the buildings for the time being on the demised premises nor to make any alteration in the external elevation or architectural design thereof without first obtaining the consent in writing of the Lessor.



- (9) To pay to the Lessor or other person incurring the expense of the works in this covenant referred to a reasonable proportion of the expense of repairing and maintaining the road or roads belonging to the Lessor and also of cleansing and repairing all drains and sewers used in common by the premises hereby demised and other premises adjoining or near thereto the amount so to be paid to be determined by the Lessor and to continue such payments until the said works shall respectively be taken over and become maintainable by the local authority.
- (10) To permit the Lessor <sup>and</sup> ~~or~~ its agents at all reasonable times both during the erections of the buildings and after to enter upon the demised premises to view the condition of the buildings for the time being erected or in course of erection thereon and for all other reasonable purposes.
- (11) To permit the Lessor and its agents and its tenants of the houses adjoining the demised premises together where necessary with workmen and appliances to enter upon the demised premises to cleanse drains and to execute repairs upon such adjoining premises of the Lessor the Lessor or its tenants so entering making good all damage occasioned to the Lessee thereby.



(12) Immediately upon the said dwelling house being roofed to forthwith insure and thenceforth keep insured in the joint names of the Lessor and Lessee all buildings erections and fixtures of an insurable nature from time to time erected or standing upon or affixed to the demised land against loss or damage by fire in some insurance office to be approved in writing by the Lessor to the full value thereof and to pay all premiums necessary for that purpose as soon as the same shall become due and whenever required so as to do to produce to the Lessor or its agent the Policy or Policies of insurance and the receipt for the current year's premium or premiums And in case <sup>of</sup> fire forthwith out of the moneys received by virtue of any insurance and out of his own private moneys (if necessary) to rebuild repair or otherwise reinstate in a good and substantial manner under the direction and to the satisfaction of the Lessor any premises destroyed or damaged. And that if the Lessee shall at any time fail to insure or keep insured the said premises or to produce the receipt for any premium upon request the Lessor may do all things necessary to effect or maintain such insurance and all moneys expended by it for that purpose shall be repaid by the Lessee with interest



at the rate of Rupees seven per cent per annum on demand.

- (13) Not without the consent in writing of the Lessor to use or permit the use of the said dwelling house or any other buildings that may during the said term be erected on the demised premises for the purpose of carrying on any trade or business or for any purpose other than as a private or professional residence.
- (14) Not to do cause permit or suffer upon the demised premises anything which may be or become a nuisance or annoyance or cause damage to the Lessor or its tenants or the occupiers of neighbouring houses.
- (15) Whenever the Lessee intends to transfer by sale, will, gift, mortgage or exchange or demise his interest in the land or in the buildings erected thereon or in any part of the land or buildings he or the intended transferee shall give the Lessor one months notice in writing before the transfer is completed. The Lessor shall have power within the said period of one month to impose by order in writing its veto on any such transfer.
- (16) If notice of any such transfer is not given as aforesaid or if any such transfer is made after the same has been vetoed the transfer shall be void.



3. The Lessor hereby covenants with the Lessee as follows:-

That the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for it.

If the rent hereby reserved or any part thereof shall be unpaid for one month after becoming payable or if any covenant on the Lessee's part herein contained shall not be performed or observed it shall be lawful for the Lessor at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any breach of the Lessee's covenants herein contained.

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



Memo No 3211B-1  
17.11.23

The Committee of the L.M. school, Lovedale, bought in 1901 six acres of land on the far side of the Railway bridge, Lovedale, in order to get rid of a village which was a source of danger to the health of the school. The Committee <sup>now</sup> proposes to let the land in plots to members of the staff on long lease to enable them to build houses thereon. The ~~land is reported to be~~ distance of the land from the back of the Railway station is reported to be about 50 yards and ~~the~~ public road runs between the Railway station and the land - which extends by the side of the road for about 300 yards. As the land is within half a mile of the Railway station, the Collector of the Nilgiris is requested to report whether he sees any objection to the proposal of the committee to lease it for building purposes.

Tb

The Collector of the  
Nilgiris.

84  
16.11.23.

ck  
16.11.23  
16/11/23

17/11/23  
17.11

P. 4 of 4

P. 9 of 9

17/11/23



22  
[e-1876B]

23  
Law (Education) Department

Memo No 1876B-5  
19/11/23

L.M. School-leasing of lands  
correspondence ending with Mr. Padfield  
letter C.No.3249 dated 2/5th Novr.23

As the distance of the site in question from the railway station is less than half a mile, the Govt. consider that the consent of the Collr. should be obtained before the land is leased for building purposes. The Committee is accordingly requested to address the Collector in the matter and to report the result to Govt.

2. As the properties of the school are held in trust for carrying out certain objects, the Govt. are advised that no permanent building lease can be sanctioned, but that any lease granted should be renewed from year to year; and that, in order to preclude the possibility of any hardship to the lessee on this account, provision should be made in the deed for payment of compensation to him in the event of his eviction. The Govt. also consider that clause (13) of para 2 of the deed should be modified so as to specify that the land and the buildings erected thereon should not be used for purposes unconnected

p. 19 CF



23  
with the school or transferred to  
an outsider.

2. The Committee is requested to  
revise the deed with reference to the  
~~para~~ above and to resubmit it to  
Government.

cur  
14.11.23  
808  
16.11.23

14/11/23

To  
The Principal & Secretary,  
L. M. School. (with deed on  
11.13-20 cf. neta.)

Dep. Secy

ad  
12/11

24  
Lawrence Memorial School,

C. No. 3884



LOVEDALE NILGIRIS,  
14th December 1923.92

FROM

THE REVEREND W. H. G. PADFIELD. M.A.,  
PRINCIPAL AND SECRETARY.

L. No. 4663 B  
17/12/23

To

The Secretary to Government,  
Law (Education) Department,  
Madras.

SIR,

I am directed by the Committee to acknowledge receipt  
of your Memorandum No.1876 B-5, dated the 19th November 1923, and  
to say that the Committee are advised by their Solicitor that it  
would be useless to expect that anybody would build on the land in  
question on the terms laid down in the memo above-quoted.

The Committee consider that it would be useless to  
pursue the subject if these conditions are insisted upon. At the  
same time, the Committee would venture to point out, as strongly as  
possible, that the object of the scheme is to help the Staff of the  
School, both past and present, and they therefore are of opinion  
that the scheme may be considered as a legitimate object for Trust  
Property.

1 Enclosure  
Draft  
Copy of Deed

I have the honour to be,  
Sir,  
Your most obedient servant,

*W. H. G. Padfield*

Principal and Secretary.



Stock Form No. 130.  
8,000-16-10-09

Law (Education)

REVENUE DEPARTMENT.



CURRENT No.

Received ..... 19 , Registered ..... 19

Subject.

*L. En 2 B*  
*3/1/24*

ENCLOSURES.

No. ....

Spare copies .....

D. Dis. No. 3527-23.

Station Ootacamund. ...., Dated the 22nd December 1923.

From (Name) W. G. McFarland, Esq., I.C.S.,  
(Designation) Collector of the Nilgiris.

To The Secretary to the Government of Madras.

Law (Education) ~~Revenue~~ Department.

Sir,

Madras.

Land - lease - Ootacamund village.

Government Memorandum No. 3211-B-1, dated 17-11-23.

I can see no objection to the proposal of the  
Lawrence Memorial School Committee to lease the land for  
building purposes.

*Math.*  
*22-12-23*  
for Collector.

P.P./22-12A.

DESPATCHED  
22 DEC 1923



(C.No. 2026 B). CF

Lawrence Memorial School, Ootacamund.

The despatch of the Secretary of State, -  
directing the Provincialisation of the Lawrence  
Memorial High School, <sup>practically</sup> ~~has been construed to~~ contains  
an admission that the school is a 'central' charge.

The land in question is said to have been bought by  
the Committee in 1901 and is a property of the school.

Its administration is therefore also a 'central' -  
subject. The terms on which the committee of the

school propose to lease out the land are not clear.

If the lease is to be a long lease, say for 99 or 999  
years, it is doubtful whether the committee have got

A the power to grant such a lease, though it is stated  
that the land is of no use to the school. In any

case, the Local Government do not seem to possess any  
locus standi to authorise the lease. Until the -

position of the school is cleared up, it seems -

better not to authorise the grant of any lease by

the Committee to the members of the staff. As how-

ever H.M. is said to have approved of the lease, a

draft is put up.

Secy

RLK  
16/5/23

There are some rules in Revenue reg



buildings near Railway lands.  
2. I doubt whether a Provident fund can  
take land on lease.

May 5/23

Rev.

Lambour. 2026 B1  
19.5.23

A S. (drafting)

Rev. Dept.

To Under Secy

For the rules regarding disposal  
of lands in the vicinity of railway  
stations please see para 35 (viii)  
of the re-draft of B.S.O No 15 at page  
8 of Gp. No 2815 Rev 8/16-12-921. The  
erection of houses on Government lands  
within these limits is, prima facie, objectionable  
- Vide para 10 (iii) of B.S.O No 21. page 62 of  
B.S.O Vol I. With this information the file  
may be returned to Law Department  
thru A.S. (drafting).

B.K.  
28/5/23

S.V.  
29/5/23

I think the object of the provision  
is to prevent a Congress of authorities  
unanimous by which the interests of the nation  
must be sacrificed.

10  
29/5/23

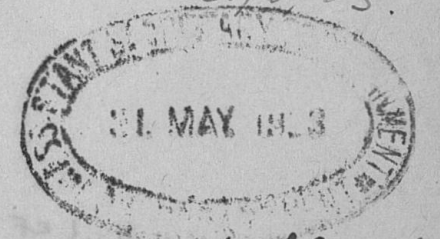
Laes (Eds) no

AS (Drafting)

Dr. S. 2026 B2  
1-6-23  
Rev 1782 A  
1/6/23  
Rev 1871 E/23-1  
30.5.1923

Change but not a copy of B.S.O  
10/5/23

L. Cu 2256 B  
1774 31/5/23  
31/6/23



V. M. 1/6/23

G. 776 500 (T)  
16.7.15

L. Cu 2510 B  
25/6/23

Law Dept 1782 A  
25-6-23



Law (Adm)

(1) 35(viii)p.8 of flag 'S' prevents lands  
situated within half a mile of a railway station  
being assigned except with the previous sanction  
of the Collector. The distance of the lands  
here from the Railway station is not known and  
has to be ascertained.

(2) The Provident fund here is a private  
one and hence not governed by the Provident  
Funds Act or Rules. Under the rules of the  
fund there may be investment otherwise than in  
the Madras Savings Bank section by the Vice-Chairman  
and the Principal with the consent of the  
Committee. Every person may acquire property  
unless expressly barred and 'person' in the  
legal sense includes an association or body of  
individuals whether incorporated or not.

(3) The answer to 'A' at p.1 must depend  
upon rules under section 45 A(i)(c) of the Govt. of  
India Act.  
Assistant Secretary  
Law (Legislative) Dept.  
20th June 1923.

Law (Ed) Dept

~~For order to be made~~ Principal & Secy of  
the Lawrence memorial School may  
be asked to report the distance from  
the Oly station of the lands which it is  
proposed to lease. He may also be  
requested to specify the terms on which  
the Committee of the School proposes  
to



3(a)

to lease the lands. Draft submitted

2 The Remarks of the A.S. (Drafting) in para (3) of his note is not clear. The rules made under Sec 45 A of the Govt of India Act are the Devolution Rules, and Part IV of the rules relate to the 'Agency employment of local govt'.

For orders

28.6.23

AS (Drafting)

117

One draft & Memo

4/7/23

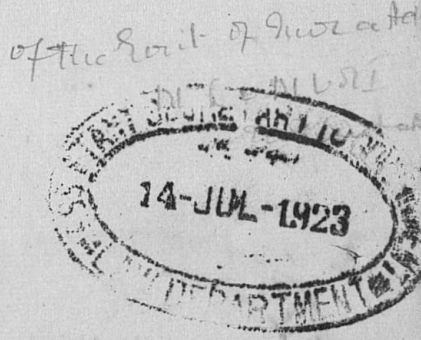
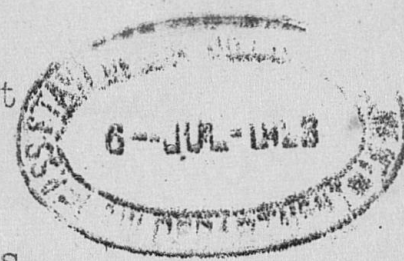
Leg 2103A  
10/7/23

1876B-2  
6-7-23

Law 2026B3

97-3

Law (Legislative) Department



Para 3 of my note means simply that the Local Government may lease out if under rules under section 45 A(1)C or instructions given under rules that power is delegated to them though the subject may be a central subject. Part iv of the rules are general rules. It is to any detailed rules or instructions under those rules that attention should be directed.

This I think has been cleared by personal consultation.

Law (Copy)

Assistant Secretary  
July 1923.

12/7/23

Leg 2103A  
10/7/23

14-7-23

Law (Copy) dept

A decision on the question whether

whether the Local Govt. have any locus standi to authorise the lease in the present case ~~can~~ can be arrived at only after the question whether the Local Govt. is to be employed by the Central Govt. in managing the Lawrence Memorial School or whether the school is to be entrusted to a Board of Trustees is settled. From the notes in the linked file it will be observed that the original proposal to take over the school as a provincial charge subject to the Govt. of India making a fixed subsidy ~~to the Local Govt.~~ <sup>to the Local Govt.</sup> ~~was made~~ <sup>was made</sup> ~~but~~ <sup>but</sup> that the Govt. of India can compel the Local Govt. to act as an agent in regard to the school. If the Govt. of India eventually decide to insist on the Local Govt. acting as an agent, the terms on which the agency of the Local Govt. is to be employed should be helpful in deciding the question at issue in this file. From the A.S.'s (Drafting) note on page 3 ante, it will be observed that, even if the agency of the Local Govt. is employed, they have no power to authorise the lease unless that power is expressly delegated to them by the Govt. of India. No such power has till now been delegated.

2. If the school is entrusted to a Board of Trustees, the Local Govt. would apparently have no power to authorise the lease. The provincialisation scheme has been postponed up to the end of September next and it seems desirable to await a decision on that question. The reply to the Memo on page 6 c.f. has also to be awaited.

Letter No 1576 (X) in 18.12.22 in the linked file para 5 of C's note on p. 12 of notes in the linked file

dislinked for separate action

C's note on p. 13 of notes in the linked file dislinked

x The Honble Mr Knapp has proposed to do what he can at the India office p. 8 of notes in the linked file

p. 17 et in the linked file dislinked.

Mr Jordon has A.S. may see this file & note W 4/8/23

G.N.  
27-7-23.

S.K.  
28-7-23

118



The land in question was bought by the committee in 1901. The funds of the school are derived from endowments, fees and annual payments from Imperial revenues. It is not clear with what funds in particular, the purchase of the land was effected. It is apparently recognised as the property of the school. The buildings and lands attached to the school are at present under the control of the Department of Military Works. Hence the site in question is also under their control.

Prima facie the authority which has power to permit the lease is the Military Department. Hence the said department may be addressed to sanction the lease, if it is otherwise unobjectionable. In this view the grant of the lease need not be put off until a final decision is reached on the question whether the school should be taken over as a provincial charge, or should be entrusted to a Board of Trustees.

The lease is said to be for the purpose of erecting buildings on the different plots. Reply has not yet been received to the communication calling for information as to the distance of the lands from the Railway. If the land is within half a mile, the lease may not be recommended. The suggestion to make over the land to the Provident Fund, which is a private one, to be let on lease at a nominal rent does not appear to involve anything prejudicial to the school or to the Provident Fund. The land is said to be of no use to the school. Stringent conditions against alienation or use of the property for purposes unconnected with the school may be inserted in the deed.

If it is decided to address the Military

R. 4 g. cf.

N

P. 4 g. cf.

\* P. 6 g. cf.

K

P. 1 g. cf.

S



authorities to authorise the lease, the terms thereof may first be settled with the Committee of the school.

Cfu  
7.8.23

Secy

Remind to memo on p 6 cf  
8/8/23

AS

A draft reminder is placed below for signature.

Cfu  
9.8.23

8/8.23  
8/8.23  
9.8.23

[C. 3084 B] From the Principal & Secy, 13.8.23

P. 7 CF

AS

submitted for perusal. Order

are requested on para 2 of the letter.

P. 7 CF

The letter does not give the information as to the distance of the land from the Railway which was called for. The request must be renewed.

file given  
P. 9 CF

The buildings should not be permitted to be alienated to outsiders.

Cfu  
15.8.23

A. Please review.

Re para 2, AS (Law) knows better than I. I think that there is a recent Privy Council decision against 99 year leases of trust lands?

16/8/23

AS

A draft memo is submitted.

\* Taken out for issue

16.8.23

What is the history of the military authorities?  
98 there any thing  
Constitutional  
When & how did the Committee  
Come into existence?  
Cfu  
20.8.23

As regards para. 1, the reminder has already been issued.

As regards para. 2, I think the Privy Council case refd. to by the Secretary is that of Palaniappa Chetty vs. Srimat Devasikhamani Pandara Sannathi (1917) - I.L.R. 40 Madras, page 709. The lease which formed the subject of consideration in that case was a permanent lease at a fixed rent by Shebait of a portion of land dedicated to the worship of the idol of which he was a trustee. It was held that such a lease was invalid in the absence of any necessity or benefit to the estate. Further, the object of the lease was not in any sense subsidiary to or connected with the temple to which the property belonged. It was an entirely separate and independent charity of a wholly different kind and character. In the present case the proposed lease is not a permanent one although it is for a pretty long period, namely, 99 years. However the considerations which apply to permanent leases would also appear to apply to such long leases which are practically permanent. Secondly, the object of the lease is for the residence of the staff of the school to which the property belongs. Hence it is in furtherance of the purposes of the school. In these two respects the decision must be distinguished.

3. The land is recognised as the property of the school. The buildings in the land attached to the school are under the control of the department of Military Works but the history of the institution shows that it was dedicated for the advancement of certain educational purposes. Hence the military authorities cannot be held to have absolute ownership and powers of disposal over the properties. They must be deemed to be holding the

properties



properties in trust for carrying out the objects of the original endowment. The committee merely carry on the management. Hence any lease or any alienation by the committee effected with the approval of the military authorities will stand on a footing similar to that entered into by trustees and the validity thereof will have to be tested by considerations usually regarded as applicable to such transactions. It is well settled that a trustee cannot safely do more than let from year to year. See Fitzpatrick vs. Waring (1882) 11 L.R.Ir.35 C.A. and Halsbury's Laws of England, Vol.18 page 361. In the present case there is no pressing necessity or any special benefit to the estate to justify any alienation <sup>for any specific period.</sup> of the lease. But the fact that the lease can be only one from year to year does not prevent the grant of a building lease. A building lease is not necessarily a permanent lease. There is no doubt a presumption that when a land is let for building purposes ~~that~~ the lease is a permanent one. But when there is an instrument defining the terms of the tenancy and it shows that no permanent lease has been created the presumption is of no avail. vide the decision in Sevamuthu Asari vs. Rev. Musquita (1913) 23 M.L.J., page 642. The question came up for consideration recently before the Patna High Court and it was definitely laid down that the presumption of permanency in the case of building leases cannot outweigh the terms of the lease itself. (Ralli vs. Forbes, (1922) (Patna) 209 = 67 Indian Cases, page 744). Hence it is open to a trustee to grant a building lease stipulating that the tenancy is one from year to year. Provision for payment of compensation in the event of eviction will preclude the possibility of any hardship. As I have already stated, the buildings should <sup>also</sup> be permitted to be alienated to outsiders.

4. But the terms of the lease may be fully examined after the terms are formulated by the Principal after the meeting on the 23rd August. Further information has also to be obtained regarding the distance of the land from the railway line. In these circumstances the Principal's ~~final reply may be awaited~~ <sup>may be requested to intimate the result of the</sup> meeting of the 23rd August and the matter may be allowed to lie over until the receipt of the reply from him.

Thanks - Attach the reply

21.8.23

As.

Please see the Memo: to Mr. Padfield on p. 6 of. He has reported the distance of the site from the R.T. station, but has not furnished information as to the conditions subject to which the lease will be granted and the period of the lease.

A reminder to him is

3.10.23  
8/9  
3.10.23

4.10.23

p. 11 of [C. 37830] From Rev. Mr. Padfield, C. No. 2871 of 10.10.23

As.

Submitted for perusal. The receipt of the draft lease may be awaited.

12.10.23

13.10.23



(C.No.4160-B) From the Principal & Secretary,  
L.M.School, C.No.3249 dated  
2/5th November 1923.

A.S

Attention is invited to para 4 of the A.S's  
note on p.9 ante. Mr. Padfield has already reported  
the distance of the site in question from the  
railway station-which is about 50 yards. It would  
therefore seem necessary to consult the Collector  
before the land is leased for building purposes-  
vide in this connection para (1) of A.Ss (Legve)  
note on p.3 ante and portion marked K at p.5 ante.

2. The draft lease prepared by the committee is  
on pp.13-20 c.f. The lease is to be for the term  
of 99 years. In the note on p.8 ante, it has been  
pointed out by the A.S that the lease should be  
for from year to year and that provision for  
compensation in the event of eviction will  
preclude the possibility of any hardship on this  
account. The lease will have to be modified  
in these respects.

3. Para 2 of the lease lays down the several  
conditions thereof. The conditions (1) to (12)  
and (14) refer mainly to the payment of rent,  
erection of buildings on the land, carrying out  
of repairs thereto etc; and do not seem to call  
for any remarks. Condition No.(13) lays down  
that the buildings erected on the land should  
not be used for the purpose of carrying on any  
trade or business or for any purpose other than  
as a private or professional residence, without the  
consent in writing of the lessor. With reference

p.12 CF

p.9 CF

A.

pp.14-20 CF

p.19 CF

marked S on p.5 ante, it is for consideration  
whether this condition may not be modified so as  
to specify that the lands and buildings erected  
thereon should not be used for purposes ----  
unconnected with the school or transferred to  
an outsider.

4. Orders are requested.

C.V.V.8-11-23

8/11  
12.11.23

I approve of the above.

12/11/23

AS.

See

Draft memo: to the committee  
is submitted on receipt of the reply  
to the memo: the military dept.  
will be addressed, as noted at N  
on p.5 ante.

CVV

14.11.23

8/11  
14.11.23

S

15.11.23

14/11/23

C2

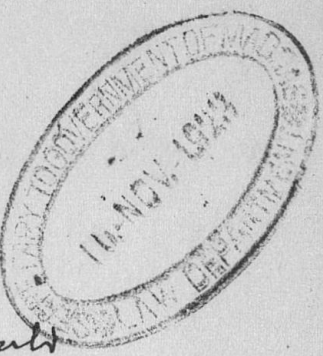
I do not approve of the draft. Affi  
ix m m h o l a y & the production of  
the interminable mass of verbiage  
contained in the foregoing pages. The  
least we can do is to make a ref. to  
the Coler. ourselves instead of telling



Mr. B. B. Principal to address him. Mr. Cole should not be asked if there is any objection.

I cannot but observe that instead of trying to keep the Committee to look at their scheme, the main reason of all this is to raise objection. I am sure that even if proposed in the new high school would be infinitely better if it was placed definitely under private management instead of under Gov.

Alc  
15/11



A draft memo is submitted. Orders are requested as to whether any reference should be made to the Committee regarding the revision of the deed.

8A 16.11.23 S Cfr 16.11.23

Due to C. B.

2. A also 16/11/23.

The memo has issued. 2. The draft memo ~~sent~~ to the Principal may now issue with the omission of para 1 thereof.

8A 19.11.23 M 19/11/23

C.I.B 19/11

~~CONFIDENTIAL~~

(h. 21 C.f.)

Memo no. 3211 B-1 of 17.11.1923 to the Collector of the Nilgiris.

(M 22-23 C.f.)

Memo no. 1876 B-5 of 19.11.1923 to the Principal, Lawrence Memorial School.

[Eno. 4663 B] from the Principal and Secy, Lawrence Memorial

(h. 24 C.f.)

School, Lovedale, no. 3884 of 14.12.23

AS.

The Collector has not yet replied to the reference sent to him. He has been reminded. His reply may be awaited.

yes cfr 18.12.23

(h. 24 C.f.)

The Committee of the Lawrence Memorial School does not want to pursue the scheme if the conditions specified in memo no. 1876 B-5, of 19 November 1923, should be insisted on. The conditions in question are considered necessary in order to obviate legal difficulties in the leasing of trust property.

(M 22-23 C.f.)

8A 17.12.23 S 18.12.23

8A 17.12.23

Perhaps C2 may wish to discuss this matter in situ.

18/12/23

C2



This may now be over the hands to make in the 21st



Law (Ed<sup>m</sup>)

This file deals with the proposal of the committee of the Lawrence Memorial school, Ootacamund, to lease certain lands belonging to the school in plots to members of the school staff to enable them to build houses thereon. In Memo: no. 1876 B-5 of 19.11.23, the committee were informed of certain conditions which should be embodied in the lease deed. The committee replied that they did not wish to pursue the matter if the conditions were insisted on. H.M.(C,) to whom the file was submitted for orders directed that the matter should lie over till the transfer to Trustees was effected. The Trustee scheme will come into effect from 1<sup>st</sup> April 1925 and final orders about this will issue shortly.

This file may now be submitted to C, for orders as to whether the question of lease may be left over for decision by the new Trustees, and whether any further action need be taken by the Govt. in the matter.

cvv  
5.3.25  
S.K.  
5.3.25

filed  
7/3

Pages 1, 4, & 5 of

Pages 22-23 of

Page 24 of

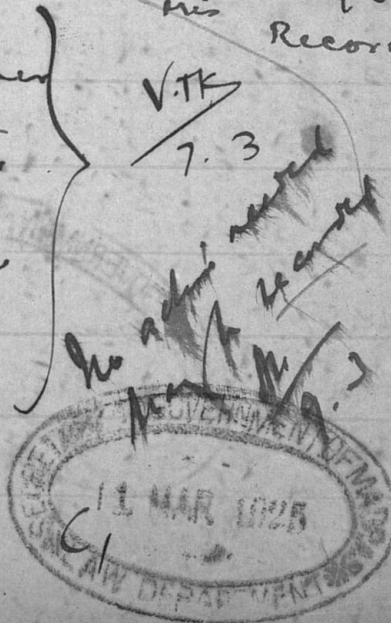
Bottom of  
p. 13 ante

L.M. school, Oot.  
Leasing of certain  
lands to school staff  
- before record

order no. 5462/13  
Recorded

VTK

7.3



When given for copying  
When copied  
When examined  
When signed

192

READ AGAIN G.O. No.  
192

DATED

CURRENT No.

ENCLOSURES TO G. No.

ORDER OF GOVERNMENT

A A A A A A A

LETTER OF GOVERNMENT

STATEMENT WITH DITTO

PAPERS NOT FILED OF, BEING MEANT FOR DESPATCH  
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