

copy
m
36/11

E. R. H. D. pt

G. O. No. Hs. 2542 E. du.

dated 7-10-48

G.O. 2639 Edn
10-12-47

G.O. 2123 Edn
1-10-47

S. VENKATACHALAM
Advocate.

High Court Chamber No. IV.,
Madras dated 9th April 1948

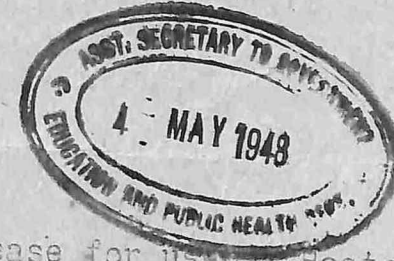
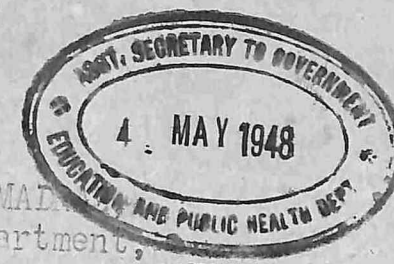
To

32955

The SECRETARY TO THE GOVERNMENT OF MADRAS
Education and Public Health Department,
Madras.

Sir,

Re: Your letter No. 8365 A.4.E'n.
Sub: "Keith Lodge" - Taking over on lease for use as Hostel.



My client Mrs. S.P. Clubwalla, 'Philroy', Nungambakkam High Road, Madras instructs me to reply to your letter under reference as follows:

My client states that the Government of Madras agreed to rent the bungalow "Keith Lodge", Santhome High Road, Adyar for the purpose of running a hostel on lease for 2 years and took possession of the bungalow in September 1947. In pursuance of the said agreement, my client constructed six latrines in the said bungalow at a cost of Rs. 500/- at the request of the Government for the convenience of the students occupants. My client further states that during your tenancy, the inmates of the hostel have caused damages to the bungalow at several places and have also either remodelled or pulled down certain structures in the bungalow.

The property belongs to minor and my client, as the guardian of the minor appointed by Court is personally liable to account for all the amount spent in repairing the bungalow and to make good any loss that may be incurred by the possibility

-2-
of the bungalow remaining vacant and yielding no rent during the agreed period of lease between the Government of Madras and my client.

In the above circumstances my client abovenamed, instructs me to write to you that ^{when} the Government of Madras vacate the premises 'Keith Lodge' during the period of lease the Government will ~~xxxxx~~ pay to my client the sum of Rs.125/- being half the amount spent for the construction of six latrines in the bungalow and repair the damages caused to the bungalow and leave the bungalow in the same tenantable condition and good repairs as it was leased and also pay as damages the rent for premises for the period during which the bungalow may remain vacant till August 1949 after the Government vacate the premises.

Yours faithfully,
S. Venkatachalam.

S. VENKATACHALAM.
Advocate.

High Court Chamber No.1V, 3
Madras, 7th. May 1948.

To

The Secretary to the Government of Madras,
Education and Public Health Department,
Fort St. George, Madras.

Sir,

Re: Your letter No.8365. A.Edn. signed
Sub: 'Keith Lodge' Taking over on lease
for use as hostel.

My client Mrs. S.P.Clubwalla, 'Philroy',
Nungambakkam High Road, Madras, instructs me to give
you notice as follows:--

My client states that you advised my client
by a telephone message on 1-5-1948 to take over the
vacant possession of her bungalow 'Keith Lodge' San-
thome High Road, Adyar which you took on lease and
was under occupation and that when my client's agent
went to Keith Lodge the same day immediately on receipt
of your telephone message, the said premises was found
vacant and that there was no responsible person to
hand over possession of the same to the agent on your
behalf.

My client states that on inspecting the said
premises, 15 electric bulbs were missing in the pre-
mises; the kitchen of the premises has been heavily
damaged and pot holes were made in the flooring;
one wing of the half door in the third room on the
left was missing and also a wing of the half door in
the second room on the right was damaged; The floor-
ing and the walls of the bungalow have been heavily
damaged by nailing and by removing partitions tempe-
rarily put by you. My client assesses the damage so
caused at Rs.250/-

My client further states that you have not
paid her the sum of Rs.1050/- being the arrears of
rent from 1-2-1948 to 30-4-1948 at Rs.350/- per month
in spite of demands, and the sum of Rs.250/- being
the half the costs of construction of six latrines in

4. VI. High Court Chamber No. 14.
Mars, 7th May 1948.

S. VENKATACHALAM
Advocate.

The Secretary to the Government of Mars,
Education and Public Health Department
Fort St. George, Mars.
-2-
the bungalow at your request and especially for the
use of the students.

In the above circumstances, under instruc-
tions from and on behalf of my client abovenamed,
I hereby call upon you to pay to my client within
a week from your receipt hereof the sum of Rs.
Rs. 1550/- (of which Rs. 1050/- is due for arrears
of rent; Rs. 250/- for damages caused to the banga-
low when you vacated the premises; and Rs. 250/-
towards the costs of construction of the six
latrines, as stated above) failing which take
notice appropriate legal action will be taken
by my client to recover the said sum of
Rs. 1550/- with interest and costs.

Yours Faithfully

S. Venkatachalam

My client states that on inspecting the said
premises, 15 electric bulbs were missing in the pre-
mises; the kitchen of the premises has been heavily
damaged and pot holes were made in the flooring;
one wing of the hall roof in the third room of the
first was missing and also a wing of the hall roof in
the second room on the right was damaged. The floor-
ing and the walls of the bungalow have been heavily
damaged by nailing and by removing partitions tempo-
rarily put up by you. My client assesses the damage so
caused at Rs. 250/-.

My client further states that you have not
paid her the sum of Rs. 1050/- being the arrears of
rent from 1-3-1948 to 30-4-1948 at Rs. 70/- per month
in spite of demands, and the sum of Rs. 250/- being
the half the costs of construction of six latrines in

Mem. No. 32955-1/48 A Edu dated 17-5-48.

Sub: "Keith Lodge" - Taking over on lease for
use as hostel.

pl-407 C.No. 32955 etc. From Sri S. Venkatachalam, Advocate, letters
dated 9.4.48 and 7.5.48

Copies of the letters read

above received from Sri S. Venkata-
chalam, Advocate, High Court, are
forwarded to the D.P.G. for very early
remarks.

To the D.P.G.
(with copy of pl-407) 17.5.48

12/5/48 S
17/5/48

(A) 495
20.7.51
[Handwritten notes in Tamil script, mostly illegible due to fading and bleed-through from the reverse side.]

S.Venkatachalam
Advocate

High Court Chamber No.IV.,
High Court Buildings, Madras,
dated 9-8-1948

To

The Secretary to the Government,
Education and Public Health Dept.,
Madras.



60450

Sir,

Re: 'Keith Lodge' - Non-payment of rent.
Your letter No.8365 A.Edn.

My client Mrs.S.P.Clubwalla 'Philroy', Nungambakam
High Road instructs you to give notice that you have
failed and neglected to pay the sum of Rs.1550/-
due for arrears of rent and damages in spite of my
notice dated 7th May 1948, copy of which is herewith
enclosed. A reply and immediate payment is requested.

Yours faithfully,
S Venkatachalam

8

Copy of letter dated 7th May 1948 from S.Venkatachalam Advocate to the Secretary to the Government of Madras, Education and Public Health Dept., Madras.

Re: Your letter No.8365 A.Edn.

Sub: "Keith Lodge" Taking over on lease for use as hostel.

"My client Mrs. S.P.Clubwalla, 'Philroy', Nungambakkam, High Road, Madras, instructs me to give you notice as follows:

My client states that you advised my client by a telephone message on 1-5-1948 to take over the vacant possession of her bangalow 'Keith Lodge' San Thome High Road, Adyar which you took on lease and was under occupation and that when my client's agent went to Keith Lodge the same day immediately on receipt of your telephone message, the said premises was found vacant and that there was no responsible person to hand over possession of the same to the agent on your behalf.

My client states that on inspecting the said premises 15 electric bulbs were missing in the premises:- the kitchen of the premises has been heavily damaged and pot holes were made in the flooring; one wing of the half door in the third room on the left was missing and also a wing of the half door in the second room on the right was damaged. The flooring and the walls of the bangalow have been heavily damaged by nailing and by removing partitions temporarily put by you. My client assesses the damage so caused at Rs. 250/-.

My client further states that you have not paid her the sum of Rs. 1050/- being the arrears of rent from 1-2-48 to 30-4-48 at Rs. 350/- per month in spite of demands and the sum of Rs. 250/- being half the costs of constructions of six latrines in the bangalow at your request and

and especially for use of the students.

In the above circumstances, under instructions from and on behalf of my client abovenamed I hereby call upon you to pay to my client within a week from your receipt hereof the sum of Rs. 1550/- (of which Rs. 1050/- is due for arrears of rent; Rs. 250/- for damages caused to the bangalow when you vacated the premises and Rs. 250/- towards the costs of construction of the six latrines as stated above) failing which appropriate legal action will be taken by my client to recover the said sum of Rs. 1550/- with interest and costs."

Copy of letter dated 7th May 1948 from S. Venkatesh
Associate to the Secretary to the Government of Madras
Education and Public Health Dept., Madras.

Re: Your letter No. 8365 A. Bdn.
Sub: "Kith Lodge" Taking over on lease for use as
hostel.

My client Mrs. S. P. Gnanasala, 'Philips', Nungambakkam,
High Road, Madras, instructs me to give you notice as
follows:

My client states that you advised my client by a
telephone message on 1-5-1948 to take over the vacant
possession of her bangalow 'Kith Lodge', San Thome High
Road, Madras which you took on lease and was under occupa-
tion and that when my client's agent went to Kith Lodge
the same day immediately on receipt of your telephone
message, the said premises was found vacant and that there
was no responsible person to hand over possession of the
same to the agent on your behalf.

My client states that on inspecting the said premises
15 electric bulbs were missing in the premises:- the
kitchen of the premises has been heavily damaged and not
holes were made in the flooring; one wing of the hall door
in the third room on the left was missing and also a wing
of the hall door in the second room on the right was damaged.
The flooring and the walls of the bangalow have been heavily
damaged by walling and by removing partitions temporarily
put by you. My client assesses the damage as caused at
Rs. 250/-.

My client further states that you have not paid her
the sum of Rs. 1050/- being the arrears of rent from 1-3-48
to 30-4-48 at Rs. 750/- per month in spite of demands and
the sum of Rs. 250/- being half the costs of construction
of six latrines in the bangalow at your request and

12

-8-

and especially for use of the students.

In the above circumstances, under instructions from
and on behalf of my client above named I hereby certify
you to pay to my client within a week from your receipt
hereof the sum of Rs. 1550/- (of which Rs. 1050/- is due
for arrears of rent; Rs. 500/- for damages caused to
the building when you vacated the premises and Rs. 500/-
towards the costs of construction of the six latrines
as stated above) failing which take notice appropriate
legal action will be taken by my client to recover the
said sum of Rs. 1550/- with interest and costs.

very urgent

8/8
p507

To the D.P. J.
18/8/48

13
E.P.H.(A)
Memo. No. 32955-2/48A dated 20-8-48.
Sub: "Keith Lodge" Nonpayment of rent.
Notice.

The D.P.J. is requested
to submit at once his reply to
Memo. No 32955-1/48A dated 17-5-48.

18-8-48
18/8/48

18/8/48

Office of the
Director of Public Instruction.
Letter ROC.No.470-A.2/47.
RCE



From The Director of Public Instruction, Madras.
To The Secretary to Government,
Education and Public Health Department.

Sir,
Sub: Hostel - City College Students' Hostel - Taking over the premises "Keith Lodge" on lease.

69343

Ref: Government Memorandum No.32955-1/48-A Dn dated 17-5-48

The premises "Keith Lodge" occupied by the City College Students' Hostel was vacated from the 1st May 1948. Prof. K. Swaminathan reports that the key of the building was duly handed over on 3-5-48 as the attempts made to get into touch with Mrs. Clubwalla's agents on the 1st itself failed.

2. The letter dated 7th May 1948 from Sri S.Venkatachalam, Advocate appears to supersede his previous letter dated 9th April. In his second letter he has not pressed the claim for payment of rent for the premises" for the period during which it may remain vacant till August 1949". I am therefore submitting my remarks on the following three points only:

1. Payment of a sum of Rs.250/- towards the damages alleged to have been caused to the building and electrical installations.
2. Payment of Rs.1050/- being rent for the period from 1-2-48 to 30-4-48.
3. Payment of a sum of Rs.250/- towards the cost of construction of six latrines.

3.(i) Damages: The allegations of damages to kitchen and flooring are denied by Prof. Swaminathan who has reported that "the hostel inmates made no changes in the building and caused no damage to it" and that "it was returned to the owners in exactly the same condition in which it was taken over. As regards the loss of 15 electric bulbs, the student-warden of the hostel has reported in his letter dated 19-7-48 (copy enclosed) that the bulbs in such open places as the verandahs and the kitchen were removed and safely kept inside the house "under instructions from the owner's clerk". The owner might have since traced the bulbs. In the circumstances the claim made on behalf of the owner for a sum of Rs.250/- towards damages is not reasonable and the allegations also are not well founded.

(ii) Rent from 1-2-48 to 30-4-48: There was some unavoidable delay in paying the rent for the premises for the period from 1-2-48 to 30-4-48 as the Principal, Presidency College had to obtain information regarding payments, if any, made by the students direct to the owner towards rent and the date on which the bungalow was vacated. The Principal has since paid the sum of Rs.1050/- being rent for the period of three months at Rs.350/- a month and the owner's claim in this matter has been satisfied.

(iii) Half the cost of latrines: It is for Government to decide whether the claim for a sum of Rs.250/- being half the cost of constructing six latrines in the premises for the convenience of the students, should be accepted or rejected. At the time of taking over the premises in September 1947 for use as a hostel, the owner stipulated that half the cost of putting up the latrines should be borne by Government. In her subsequent negotiations with Government this condition was perhaps modified and it was agreed that the owner should bear an expenditure of Rs.500/- on the provision of sanitary installations out of the estimated cost of

16
Rs.2448 and that the balance of the cost (viz. Rs.1948/-) should be borne by Government themselves - Vide in this connection Government D.O.No.60259-4/47-48 Dn dated 19-7-47 to Mrs. M. Clubwalla and para 3 of G.O.Mis.No.2123 Edn dated 1-10-47. No expenditure was incurred by Government on the provision of sanitary installations in the premises though the owner had put up six latrines at a cost of Rs.500/- as agreed to. Perhaps she would not have put up the latrines if Government had not agreed to bear the cost of providing sanitary installations to the extent of Rs.1948/-. Government may therefore take these circumstances into considerations and decide whether the claim for a sum of Rs.250/- is reasonable or not. If they decide to pay the claim, the expenditure of Rs.250/- may be sanctioned under "37(b)-A.6 - Other contingencies - Voted - Petty construction and repairs" and then the amount will be drawn and paid to the owner.

Yours faithfully,

for Director of Public Instruction.

Copy of letter from the Warden, Indian Students' Congress Hostel, Madras dated 19th July 1948.

With reference to the letter from the Director of Public Instruction, Madras dated 12-7-48, I wish to state that the key of the ~~building~~ 'Keith Lodge', Santhome was handed over at Mrs. Clubwalla's House by me personally. I had rung up Mrs. Clubwalla previously and told her that we will be vacating the house by about the 1st of May. She promised to send her clerk to check up the things in the house. Her clerk came and checked up everything and told me that he will come again to get the key from me. When he did not come and meet me on the 2nd and 3rd of May, I personally went to Mrs. Clubwalla's house on the evening of the 3rd May. She was not in her house then. So I left the key in the house leaving a note explaining why I had to come and give the key like that.

Regarding the question of the missing bulbs, Mrs. Clubwalla's clerk had told me to take the bulbs which are in open places like the verandah and the kitchen and keep them inside the house safely. I did exactly like what he had asked me to do. I do not know why she says now that 15 bulbs are missing. If she insists that we should replace them or give her enough compensation, we are prepared to do so. But I want this to be pointed very clearly that after having checked up everything in the house when we were vacating the house, she has really no right to allege that those bulbs are missing.

(TRUE COPY)

for Director of Public Instruction.

LETTER. NO. 32955-5/48A Edn DATED 6-10-48

To: Sri S. Venkatachalam,
Advocate, Chamber No. IV, High Court,
Madras. (with enclosure)

Sub: "Keith Lodge" - Payment of rent etc.
Ref: Your letters dated 9-4-48, 7-5-48 and 9-8-48.

I am to inform you that the rent for the building "Keith Lodge" previously occupied by the City College Students' Hostel, for the period from 1-2-48 to 30-4-48, has since been paid to the owner by the Principal, Presidency College. The delay in the payment which is due to the fact that the Principal had to obtain certain particulars in that connection, is regretted.

2. Sanction is being separately accorded to the payment to your client of a sum of Rs.250/- (Rupees two hundred and fifty only), being half the cost of putting up six latrines in the premises of "Keith Lodge" for the use of the hostel inmates. The D.P.I. will draw the amount and ~~make~~ the payment.

3. Regarding damages, etc., alleged to have been caused to the building, Prof. Swaminathan, one of the members of the Committee managing the hostel, states that "the hostel inmates made no changes in the building and caused no damage to it" and that "it was returned to the owners in exactly the same condition in which it was taken over". A letter dated 19-7-48 from the student warden explaining the position in regard to electric bulbs, etc. is enclosed.

4. In the circumstances it is hoped that Mrs. Clubwalla ~~wants permission~~ ^{will not press} for any further payment in this behalf.

Yours faithfully,

(Amended)

18/11/48
H. W. K. S.

Sub: Hostel - City College students' hostel - "Keith Lodge" - Half the cost of putting up Latrines - Payment to Mrs. Clubwalla - Sanctioned.

From the D.P.I. No.470-A2/47 dated Nil.

G.O. MS. NO. 2542 EDN. X DATED 2 10-48

The Govt. sanction the payment to Mrs. M.N. Clubwalla, a sum of Rs.250/- (Rupees two hundred and fifty only) ~~in the current year~~ being half the cost of putting up six latrines in the premises of "Keith Lodge", previously occupied by the City college students hostel.

2. The expre. will be debited to the head "37-Edn - b. ^{University} Govt. Arts Colleges - A. Arts colleges for Men - 6. Other contingencies - Voted".

To : The D.P. S/c.
The A.G. thro' Fin. S/c.

21.9.48
21/9/48

22/9/48

22/9/48

P.T.O.

S. VENKATACHALAM.
Advocate.

High Court Chamber No. IV,
M a d r a s. 1st November 1948. 21

To

The Secretary to the Government of Madras,
Education and Public Health Department,
Fort St. George, Madras.



Sir,

Sub: "Keith Lodge" Payment of rent Etc.
Ref: Your letter No. 32855 - 5/48. A Education
dated the 6th October 1948. A/1708

83146 My client, Mrs. Sp.P. Clubwalla instructs me to write to you
in reply to your letter under reference as follows:--

2. My client acknowledges receipt of the rent for 'Keith
Lodge' for the months of February, March and April 1948.

3. But my client regrets that the sum of Rs. 250/- being
half the costs of putting up six latrines in the premises of
'Keith Lodge' for the use of the hostel inmates has not yet
been paid to her by the Director of Public Instruction, as
stated in your letter under reference and applied to you to
make the payment immediately on receipt of this letter.

4. Regarding the damages etc., my client states that the
building was returned to the owners not in the same condition
by the hostel authorities as it was taken over by them. My

PTO

S. Venkatchalam

-2-

client reiterates that when the students left the hostel and she took possession of the bungalow, damages were caused to the buildings as already written to you. Regarding the electric bulbs etc., you have not enclosed the letter dated the 19th. July 1948 from the student warden in your letter under reference as stated therein.

5. My client states that the property 'Keith Lodge' belongs to a minor and that she is the guardian appointed by Court and has to account for all expenses regarding the property to Court and that she has repaired the premises on account of the damages caused by the Hostel Students when they vacated the same and in the circumstances she cannot give up the claim for damages and therefore requests you to make an early remittance in this respect.

Yours Faithfully,

S. Venkatachalam.
Advocate.

Letter No. 83146-1/48A Dated 17-11-48. E.P.H. Dept.

To

Sri S. Venkatachalam,
Advocate, Chamber No. IV,
High Court, Madras (with enclosure)

Sub: "Keith Lodge" - Payment of rent etc.

Ref: Your letter dated 1-11-48.

I am to state that the D.P.G. is being asked to expedite the payment to Mrs. Chubwala of the amount of Rs 250/- being half the cost of construction of latrines in the premises of "Keith Lodge" for the use of the hostel inmates.

2. A copy of the letter dated 19-7-48 from the student warden of the hostel referred to in para 4 of your letter read above is enclosed.

P.T.O.

3. I am finally to state that the Govt. regret they cannot accept the circumstances pointed out in their letter No. 32955-5/48 A Edu. d. 6.10.48, any claim for compensation towards damage salleged to have been caused to the building.

Yours faithfully.

A/17 CF

Copy to the D.D.

Memo. No. 83146-2/48A Edu. dated 17-11-48.

Sub: Hostel - City College Students' Hostel - "Keith Lodge" - Half the cost of putting up latrines - Payment to Mrs. Chubwala.

Recd: G.O. No. 2542 Edu. dated 7-10-48.

From Sri S. Venkatchalam, Advocate d. 1.11.48.

A copy of the letter from Sri S. Venkatchalam, Advocate, d. 7.10.48 is forwarded to the D.P.I. The Director is requested to effect at an early date the payment of to Mrs. Chubwala of the amount of Rs 250/-, being half the cost of putting up latrines in the premises of "Keith Lodge", for the use of the hostel inmates.

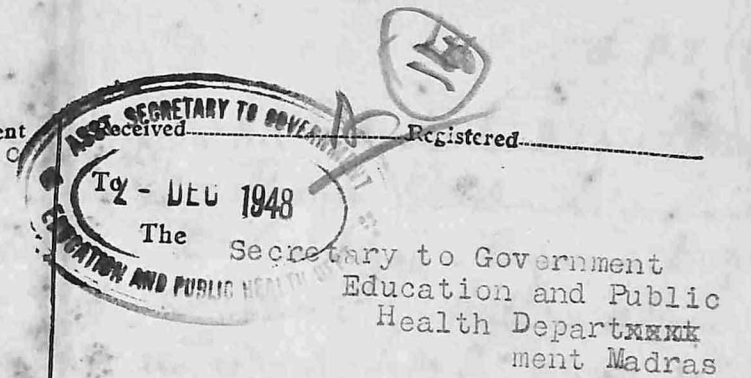
For
19/11/48
To the D.P.I.

15-11-48
15/11/48

DM
16/11/48 S

C.F. 32 (a). Education

From (Name) The Director of Public
Instruction Madras
Designation
Station



Enclosures :

No. RC 470 A2/47 dated 29-11-48. 194

Sir,

Sub: Hostel - city college students hostel -
Keith lodge" half the cost of putting up
latrines. - payment to Mrs clubwalla
Ref: Government Memo No. 83146-2/48 A Education dated
17-11-48.

I have already instructed the Principal Presidency
college to pay the amount to Mrs M.N.Clubwalla as soon
as G.O.No.2542 Education dated 7-10-48 was received.

Yours faithfully,

[Signature]

For Director of Public Instruction

MSR 1/12

2/11/5

112

Memorandum No. 9000 dated 13-12-48
Subject: Hostel - City College Students' - construction
of latrines in "Keith Lodge" - Payment of
half the cost to Mrs. Chubwalla.

From the D.P.G. No. 470 A, 1/47 d. 29-11-48.

The D.P.G. is requested
to ascertain and report from the
Principal, Presidency College, Madras,
whether payment has since been
made to Mrs. Chubwalla of half the
cost of putting up six latrines in
the premises of "Keith Lodge". If
this has not yet been done, the Principal
may be instructed to do so at once
and to intimate the fact to the Govt.

~~12/12~~

plc C. no. 9000

To the D.P.G.

~~15/12~~

~~12/12/48~~

~~13/12/48~~

3/ E.P.H.(A)

Memorandum No. 9000 dated 13-12-48.
Sub: Hostel - City College Students' - construction
of latrines in "Keith Lodge" - Payment of
half the cost to Mrs. Chubwalla.
From the D.P.G. No. 470 A, 1/47 d. 29-11-48.

The D.P.G. is requested
to ascertain and report from the
Principal, Presidency College, Madras,
whether payment has since been
made to Mrs. Chubwalla of half the
cost of putting up six latrines in
the premises of "Keith Lodge". If
this has not yet been done, the Principal
may be instructed to do so at once
and to intimate the fact to the Govt.

From
To
The Director of Public Instruction,
M a d r a s
The Secretary to the Government of Madras,
Education and Public Health Department,
Fort St. George, M a d r a s.

R.C.No.470-A2/47 dated 23rd December, 1948.

Sir,
Hostel--City College Students' Hostel--"Keith Lodge"--Construction of
latrines--Payment of half the cost to Mrs.Clubwalla.
Reference:--Government Memorandum No.90007-1/48-A Education dated 13.12.1948.

It has been reported by the Principal, Presidency College, Madras, that a
contingent bill for Rs.250/- was drawn and endorsed in favour of Mrs.Clubwalla
and despatched to her on 16th November, 1948.

Yours faithfully,
For Director of Public Instruction.

ks.24.12.

Sub: Hostel - City college Students' hostel - "Keith Lodge" - Payment of rent etc.

Ref: From Sri S. Venaktachalam dt. 9-4-48, 7-5-48 and 9-8-48.
From the D.P.I. No.470-A2/47 dated Nil.

Please see the D.P.I.'s letter on p.15-16 c.f. A reply may be given to Sri S. Venkatachalam, Advocate for Mrs. Clubwalla, on the lines of the D.P.I.'s report.

2. As regards payment to Mrs. Clubwalla of half the cost of construction of six latrines in the premises of "Keith Lodge", it may be noted that out of an estimated expe. of Rs.2,448/-, Mrs. Clubwalla agreed to bear an amount of Rs.500/- the balance being met by the Govt. Actually, however, while Mrs. Clubwalla put up 6 latrines at a cost of Rs.500/- ^{no expe. was incurred by the Govt.} It is only at the instance of the Govt. that she put up the latrines, and it seems only fair that Govt. pay to her half the cost i.e. Rs.250/- as now demanded. As suggested by the D.P.I., the payment of a sum of Rs.250/- to Mrs. Clubwalla may be sanctioned; and the Director will draw the same and pay it to her. Sri S. Venkatachalam may be informed accordingly.

3. A draft letter and a draft order are submitted for approval. Legal and Fin. may see.

LEGAL DEPARTMENT.

Paragraph 2 of the draft letter.

Clause 8 of the draft lease deed at page 10 of (X) provides that in the matter of latrines in Indian style to be put up, the lessee shall pay half the cost and the lessors the other half. Before the terms of the lease could be finally agreed upon and the draft lease deed settled, the lessors wrote that they undertook to bear half the cost under the impression that their commitments would amount to only Rs.200 or Rs.300/- but that on receiving estimates they find the cost of



E.P.H. u.o. 32955-3/48A
dated 23.9.48

0 11552 G.O. No. 2123
Edn 1-10-47

W 11552 (X)

2
construction would amount to Rs.24487/- ^{they} There therefore expressed their inability to abide by the original arrangement (Vide page 11 of (X)). On this, the Government wrote to the lessors asking "how much of the cost" they were prepared to bear. In reply the lessors stated that they would be prepared to pay up to Rs.500/- for the sanitary convenience that was to be done for the students and not beyond the amount (Vide page 13 of (X)). Reading all the above together, it is clear that what the lessors undertook was that they would bear one half of the cost of construction up to a maximum limit of Rs.500. In the circumstances the proposal to sanction one half of the expenses incurred by the lessors on this account is accepted in this Department.

Paragraphs 1, 3 and 4 of the draft letter: These do not call for any remarks.

25.9.48
E.P.H (A) Legal no 11557/487
25.9.48
The file maybe sent to Finance as originally marked.

6/27.9.48
27/9/48
28/9/48
Finance
E.P.H. no. 0.32955-4/48A
dated 28.9.48

Please see the notes on pp 1-2 above.
2 The draft order below may be accepted.
5.10.48
5.10.48
Hi (Exp)
88457
29 SEP 1948
FINANCE DEPARTMENT

3/5.10.48
5.10.48
28.9.48
6/10/48
Issue
B.M.
6/10/48
Asst Secy
E.P.H.
Hi no 88457
5.10.48

74262
6 OCT 1948
ASST. SECRETARY TO GOVERNMENT
EDUCATION AND PUBLIC HEALTH DEPT.

Seott. II-27-50,006-27-10-41.

E.P.H (1942) Department.

R SERIES.

G.O. No. 432 P.H.
Dated 8-7-1942

[Despatch Abstract.]