

E. P. H. (1949) Department.

K₃ SERIES.

G.O. NO. 872 Edu.

Dated 25-3-49

[Despatch Abstract.]

College - Presidency, Madras - cycle stand
Contract - execution of an agreement -
Orders passed.

Back Papers.

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

Further Papers.

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

Education Department.

From

The Director of Public Instruction,
Madras.



The Secretary to Government,
Education & P.H. Department, Madras.

Re. 400 A2/48 dated 23-12-1948.

Sir,

Sub: College - Presidency College, Madras -
Cycle Stand Contract execution of an agree-
ment.

97795

The College cycle stand in the Presidency College is now made use of by 98 cycles though it has accommodation for 240. A Contractor has been in charge of the stand for some years without any agreement or depositing caution money. In order to protect the interests of the students the Principal has proposed to take a deposit of Rs. 200/- from the Contractor and to enter into an agreement with him for three years.

2. The Government Solicitor who was addressed to furnish a draft of the agreement that may be taken from the Contractor has sent a copy of the cycle stand licence prepared for the Government General Hospital and has advised me to adopt it for the Presidency College with suitable modifications. The draft of the agreement has been suitably modified by the Principal and a copy of it is enclosed herewith. As the agreement and the deposit proposed by the Principal are intended for the purpose of protecting the interests of students I request that Government may be pleased to approve the draft agreement and to permit the Principal to execute the agreement.

Yours faithfully,

[Signature]

for Director of Public Instruction.

KHR. 27-12.

3/27/48

THIS LICENCE granted the ^{day of one thousand nine} hundred and forty ^{eight} by HIS EXCELLENCY THE GOVERNOR OF MADRAS (hereinafter referred to as "the Grantor") which expression shall where the context permits include his successors in office and assigns to and (hereinafter referred to as "the Licensee") which expression shall where the context permits include each of his heirs, executors, administrators, legal representatives and assigns; their

WITNESSETH AS FOLLOWS:-

1. The Grantor hereby grants unto the Licensee license and authority to undertake the safe custody of all bicycles of students in the Presidency College, Madras, and who may wish to entrust their respective bicycles to the temporary charge, care and safe keeping of the Licensee at the bicycle stands provided by the Grantor in the ~~said~~ compound from the first day of one thousand nine hundred and forty eight for a term of 3 years, unless previously determined by the Principal of the said Presidency College acting on behalf of the Grantor (hereinafter referred to as "the Principal") by giving the Licensee thirty clear days notice in writing without assigning any reason therefor, and on the expiry of any such period of notice this licence shall forthwith determine.

2. The Licensee hereby covenant and agree with the Grantor as follows:-

(a) To deposit with the ~~said~~ Principal a security deposit of Rupees two hundred to meet claims for loss of or damage to any bicycles, motor cycles or parts of the same whilst left in the care and custody of the Licensee, without in any way limiting the Licensee's liability;

(b) To indemnify and hold harmless the Grantor, the Principal and all the servants of the Crown from and against all claims of what nature soever which may be made or arise against them or any of them for any loss of or damage to person or property in respect of the use of the said cycle stands;

(c) To pay the Principal a yearly licence fee of Rupees ~~Twenty five~~ ^{Twenty} in advance on the first day of each licence year;

(d) (i) Not to charge for or recover more than Rupees ~~Two~~ ^{one} for each term of three months for each cycle when such a cycle shall be left at the stands in the care and custody of the Licensee by any student or students;

(ii) Not to charge for or recover more than ~~one half anna~~ ^{one anna} for each motor cycle when such a cycle or motor cycle shall be left at the said stands for any length of time on any occasion in the care and custody of the Licensee by any person or persons;

(e) To keep at least one watchman continuously at and in charge of the said stands between the hours of 9 o' clock in the morning to 6 o' clock in the evening on each day of the year excepting holidays and to close the said stands punctually each evening at 6 o' clock excepting on special meetings or functions held in the evenings in the said College;

(f) To keep at the stands free of charge the cycles of all members of the staff in the College who may produce to the person in charge of the said stands for inspection a free permit issued by the Principal and bearing the signature of the owner or person in charge of the cycle or motor cycle;

(g) To make good all loss of or damage to any bicycle or part or parts thereof whilst on the care and custody of the Licensee or any of them or their or his servants or servant;

(h) To refer every dispute or differences arising between the Licensee and any cycle stand user to the Principal of the said College for his decision which decision shall, so far as regards the Licensee or any of them, be final;

(i) To obey and make the Licensee's servants obey the orders and regulations issued from time to time by any of the said College authorities;

(j) To keep the said stand at all times in good order and clean and sanitary;

(k) Not to purport to or attempt to assign or underlet the Licence hereby granted;

E4

3. The grantor hereby agrees with the Licensee as follows:-

(1) To provide a suitable number of cycle stands inside the College compound, the location of the stands being decided by the Principal.

(2) That the Licensee paying the abovesaid licence fee and performing and observing the covenants, conditions and agreements on their part hereinbefore contained shall peaceably enjoy the licence without interruption by the grantor or any of the servants of the Crown until the licence shall be duly determined in manner provided for herein.

PROVIDED ALWAYS AND IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:-

(1) If the Licensee shall at any time desire to determine this licence and shall give to the Principal sixty clear days' previous notice in writing of such desire, then this licence shall determine on the expiry of the last of the said sixty days and the Licensee shall be entitled to a refund from the Principal of any unforfeited portion of the said deposit of Rs. 200/- on handing over possession of the said stands in good order (clean and sanitary) to the Principal.

(2) If and whenever there shall be any breach of any of the covenants, conditions, stipulations or agreements herein contained and with the part of the Licensee to be performed or observed it shall be lawful for the Principal notwithstanding the term hereby created, by notice in writing addressed to the Licensee or any of them forthwith to determine these presents and upon delivery of the said notice to the Licensee or any of them these presents shall forthwith determine but without prejudice to any claims or demand of the Grantor against the Licensee or any of them arising prior to the date of determination of the said licence.

(3) All municipal and other local or professional taxes, duties or licence fees which may become payable by the reason of the use of the said stands as cycle stands during the currency of the licence shall be paid by the Licensee.

IN WITNESS WHEREOF
Principal of the Presidency College, Madras, acting for and on behalf of and by the order and direction of HIS EXCELLENCY THE GOVERNOR OF MADRAS and have hereunto subscribed their respective signatures the day month and year first above written.

Signed and delivered by the
abovenamed on behalf of
by order and direction of
aforesaid in the presence of

WITNESSES:
Name
Designation
Address

Signed and delivered
by the abovenamed
in the presence of

WITNESSES:
Name
Designation
Address

Stipulations

See note

53

- 2 -

3. The grantor hereby agrees with the Licensee as follows:-

(1) To provide a suitable number of cycle stands inside the College compound, the location of the stands being decided by the Principal.

(2) That the Licensee paying the abovesaid licence fee and performing and observing the covenants, conditions and agreements on their part hereinbefore contained shall peaceably enjoy the licence without interruption by the grantor or any of the servants of the Crown until the licence shall be duly determined in manner provided for herein.

PROVIDED ALWAYS AND IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:-

(1) If the Licensee shall at any time desire to determine this licence and shall give to the Principal sixty clear days' previous notice in writing of such desire, then this licence shall determine on the expiry of the last of the said sixty days and the Licensee shall be entitled to a refund from the Principal of any unforfeited portion of the said deposit of Rs. 200/- on handing over possession of the said stands in good order (clean and sanitary) to the Principal.

(2) If and whenever there shall be any breach of any of the covenants, conditions, stipulations or agreements herein contained and with the part of the Licensee to be performed or observed it shall be lawful for the Principal notwithstanding the term hereby created, by notice in writing addressed to the Licensee or any of them forthwith to determine these presents and upon delivery of the said notice to the Licensee or any of them these presents shall forthwith determine but without prejudice to any claims or demand of the Grantor against the Licensee or any of them arising prior to the date of determination of the said licence.

(3) All municipal and other local or professional taxes, duties or licence fees which may become payable by the reason of the use of the said stands as cycle stands during the currency of the licence shall be paid by the Licensee.

IN WITNESS WHEREOF
Principal of the Presidency College, Madras, acting for and on behalf of and by the order and direction of HIS EXCELLENCY THE GOVERNOR OF MADRAS and have hereunto subscribed their respective signatures the day month and year first above written.

Signed and delivered by the
abovenamed on behalf of
by order and direction of
aforesaid in the presence of

WITNESSES:
Name
Designation
Address

Signed and delivered
by the abovenamed
in the presence of

WITNESSES:
Name
Designation
Address

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3. The Grantor hereby agrees with the Licensee as follows:-
(1) To provide a suitable and safe stand for the Licensee to use for the purpose of the License.
(2) That the Licensee shall pay the above said license fee and perform and observe the covenants, conditions and agreements contained in the License on any of the servants of the Crown until the License shall be duly determined in manner provided for herein.

PROVIDED ALWAYS AND IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:-

(1) If the Licensee shall at any time desire to determine this License and shall give to the Principal thirty clear days' previous notice in writing of such desire then this License shall determine on the expiry of the last of the said thirty days and the Licensee shall be entitled to a refund from the Principal of any amount deposited by him in the said order and satisfactory to the Principal.
(2) If and whenever there shall be any breach of any of the covenants, conditions, stipulations or agreements herein contained and breach of the License to be performed or observed it shall be lawful for the Principal notwithstanding the term hereby created, by notice in writing addressed to the Licensee or any of them forthwith to determine these presents and upon delivery of the said notice to the Licensee or any of them these presents shall forthwith determine but without prejudice to any claims or demands of the Grantor against the Licensee or any of them arising prior to the date of determination of the said License.
(3) All municipal and other local or professional taxes, duties or license fees which may become payable by the Licensee for the use of the said stands as aforesaid during the currency of the License shall be paid by the Licensee.

IN WITNESS WHEREOF
Principal of the Presidency College, Madras, acting for and on behalf of and by the order and direction of HIS EXCELLENCY THE GOVERNOR OF MADRAS and has hereunto subscribed their respective signatures and seals on this 1st day of March and year first above written.

Signed and delivered by the
above named
by order and direction
of the Principal
in the presence of

Witnesses:
Name
Designation
Address

Signed and delivered
by the Licensee
in the presence of

Witnesses:
Name
Designation
Address

75

Stamp Rs. 3/- (Payable by the Licensee)

THIS LICENCE granted the _____ day of _____ one thousand nine hundred and forty nine by HIS EXCELLENCY THE GOVERNOR OF MADRAS (hereinafter referred to as "the Grantor" which expression shall where the context permits include his successors in office and assigns) to _____ and _____ (hereinafter referred to as "the Licensee" which expression shall where the context permits include each of his/their heirs, executors, administrators, legal representatives and assigns)

WITNESSETH AS FOLLOWS:-

1. The Grantor hereby grants unto the Licensee licence and authority to undertake the safe custody of all bicycles and motor cycles of students in the Presidency College, Madras, who may wish to entrust their respective bicycles and motor cycles to the temporary charge, care and safe keeping of the Licensee at the stands provided by the Grantor in the compound of the said college (hereinafter called "the said stands") from the first day of one thousand nine hundred and forty nine for a term of 3 years, unless previously determined by the Principal of the said Presidency College acting on behalf of the Grantor (hereinafter referred to as "the Principal") by giving the Licensee thirty clear days notice in writing without assigning any reason therefor, and on the expiry of any such period of notice this licence shall forthwith determine.

2. The Licensee hereby covenants and agrees with the Grantor as follows:-

(a) To deposit with the Principal a security deposit of rupees two hundred to meet claims for loss of or damage to any bicycles, motor cycles or parts thereof whilst left in the care and custody of the Licensee, without in any way limiting the Licensee's liability;

(b) To indemnify and hold harmless the Grantor, the Principal and all the servants of the Crown from and against all claims of whatsoever nature which may be made or arise against them or any of them for any loss of or damage to person or property in respect of the use of the said stands;

(c). To pay the Principal a yearly licence fee of Rs. 10/-
(Rupees Ten only) in advance on the first day of July every year;

(d) (i) Not to charge for or recover more than two rupees for each term of three months for each bicycle or motor cycle when such bicycle or motor cycle shall be left at the said stands in the care and custody of the Licensee by any student or students;

(ii) Not to charge for or recover more than six pies for each bicycle or more than one anna for each motor cycle when such bicycle or motor cycle shall be left at the said stands for any length of time on any occasion in the care and custody of the Licensee by any person or persons;

(e) To keep at least one watchman continuously at and in charge of the said stands between the hours of 9 O' clock in the morning and 6 O' clock in the evening on each day of the year excepting holidays and to close the said stands punctually each evening at 6 O' clock excepting when special meetings or functions are held in the evenings in the said college;

(f) To keep at the said stands free of charge, the bicycles and motor cycles of all members of the staff of the said College on production by every such member of a free permit issued by the Principal and bearing the signature of such member;

(g) To make good all loss of or damage to any bicycle or motor cycle or part or parts thereof whilst in the care and custody of the Licensee or any of them or their or his servants or servant;

(h) To refer every dispute or difference arising between the Licensee and any person using the said stands to the Principal for his decision which decision shall, so far as regards the Licensee or any of them, be final;

(i) To obey and make Licensee's servants obey the orders and regulations issued from time to time by any authorities of the said College;

(j) To keep the said stands at all times in good order and clean and sanitary;

- 3 - (to assign)

(k) Not to purport to or attempt ~~or~~ underlet the licence hereby granted;

3. The Grantor hereby agrees with the Licensee as follows:-

(1) To provide a suitable number of stands for bicycles and motor cycles inside the College compound, the location of these stands being decided by the Principal;

(2) That the Licensee paying the abovesaid licence fee and performing and observing the covenants, stipulations, conditions and agreements, ~~on~~ on his part hereinbefore contained shall peaceably enjoy the licence without interruption by the Grantor or any of the servants of the Crown until the licence shall be duly determined in manner provided for herein:

PROVIDED ALWAYS AND IT IS HEREBY MUTUALLY AGREES AS FOLLOWS:-

(1) If the Licensee shall at any time desire to determine this licence and shall give to the Principal sixty clear days' previous notice in writing of such desire, then, this licence shall determine on the expiry of the last of the said sixty days' and the Licensee shall be entitled to a refund from the Principal of the said deposit of Rs. 200/- on handing over possession of the said stands in good order and in a clean and sanitary condition to the Principal.

(2) If and whenever there shall be any breach of any of the covenants, conditions, stipulations or agreements herein contained and on the part of the Licensee to be performed or observed, it shall be lawful for the Principal notwithstanding the term hereby created, by notice in writing addressed to the Licensee or any of them forthwith to determine these presents and upon delivery of the said notice to the Licensee or any of them these presents shall forthwith determine but without prejudice to any claims or demand of the Grantor against the Licensee or any of them arising prior to the date of determination of the licence.

~~and the Licensee shall be bound to pay the same as if the Licensee were a professional person and the Licensee shall be bound to pay the same as if the Licensee were a professional person~~

(3) All municipal and other local or professional taxes, duties or licence fees which may become payable by the reason of the use of the said stands as stands for bicycles and motor cycles during the currency of the

10/13

(referred)

licence shall be paid by the Licensee.

-:4:-

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IN WITNESS WHEREOF

and

Principal of the Presidency College, Madras, acting for and on behalf of and by the order and direction of HIS EXCELLENCY THE GOVERNOR OF MADRAS have hereunto subscribed their respective signatures.

Signed and delivered by the
abovenamed on behalf of
and by the order and
direction of H.E. the
Governor of Madras in
the presence of

WITNESSES:

Name
Designation
Address

Signed and delivered
by the abovenamed
in the presence of

WITNESSES:

Name
Designation
Address.

14

plc.f. & p.m.f.

~~8/1/86~~
ne/7

plc.f.

8/5-11

8/5-11

To the D.P.I.
(with copy of 8/5-11) 22.3.49.

Sub: college Presidency, Madras - cycle stand
contract - Execution of an agreement. Orders passed
from the D.P.I. No. 400 A₂/48 d. 23.12.48 and
16.3.49.

G.O. No. Ms. 872 Edu. dated 25-3-49.

The draft agreement
submitted with the D.P.I.'s letter d. 23.12.48
is approved with slight modifications.
A copy of the draft as modified is
forwarded to the D.P.I.

2. The Principal, Presidency
College, Madras is permitted to execute
the agreement.

B.M.
23/3/49 W. L. M.

[Faint, mostly illegible handwritten notes on lined paper, possibly bleed-through from the reverse side.]

not to be

E.P.H.(A)

Sub: College. Presidency, Madras. cycle stand.
Contract - Execution of an agreement. Orders
passed.

c.no. 97795

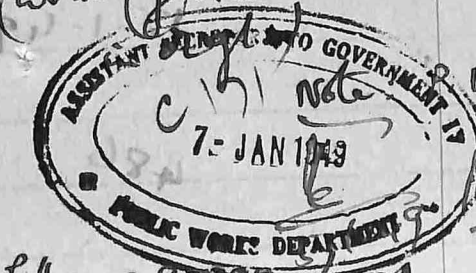
From the D.P.O. No. 400A₂/48 d. 23.12.48.

G.O. No. 113, ... Edu. dated 1-49.

(Y)

... draft agreement
submitted with the D.P.O.'s letter and
... is approved. The Principal, Presidency
college, Madras is ~~is~~ permitted to execute
the agreement.

To be D.P.O.
(with G. note)



b. 1-49 *[initials]*

[initials]

W.D., Fin and Legal may see.

[initials] P.W.D. *[initials]*
Legal

E.P.H.-O. 97795/48A
dated 16.1.49

Clause 1: As the stands are to be used for the safe custody of not only bicycles but also motor cycles, reference to the latter may also be made in this clause as indicated in red ink on the draft. Similar alterations have been made in the other clauses also.

It is presumed that the licence is to be issued with effect from the 1st July of this year. If so, the word "forty-eight" in this clause may be changed into "forty-nine".

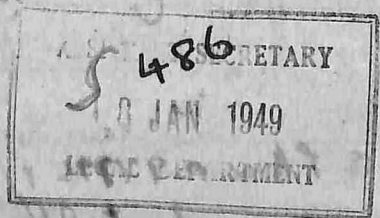
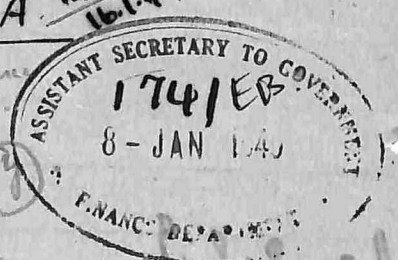
Clause 2 (c): The expression "licence year" is vague. As the period of licence will apparently commence on the 1st July of this year, the words "each licence year" may perhaps be altered into "July every year".

Clause 2 (f): The intention apparently is that if a member of the staff produces in respect of his bicycle or motor cycle a free permit issued by the Principal and bearing the signature of the member, the licensee should keep it in the stand free of charge. This clause may therefore be recast as follows:--

"(f) To keep at the said stands free of charge, the bicycles and motor cycles of all members of the staff of the said College on production by every such member of a free permit issued by the Principal and bearing the signature of such member;"

Proviso (1) at the end: The reference to "unforfeited portion of the deposit" is not clear as there is no provision for forfeiture of the deposit in the draft licence.

Subject to the above remarks, the alterations indicated in red ink on the draft licence at (Y) may be made.



2.

The draft order overleaf may be perused and the file passed on to Fin.

The draft order overleaf may be perused and the file passed on to Legal.

17.1.49

P.W.D (C)

Fin (Export B)

Thru A.A. KKS

Legal

Fin & O. 1741 EB-1
17-1-49

Legal u.no. 486/49-1
1/2/49

1/2/49 E.P.H. (A)

The D.P.G. may be requested to submit a revised draft in the light of the alterations suggested by the Legal. The file may be sent u.o. to the D.P.G.

E.P.H. u.o. 97795-2/48A
dated 5.2.49

(with four pages signed by me and two pages of copy and four pages of copy)

5/2/49 AS/DPG u.o.
5000 u.o.

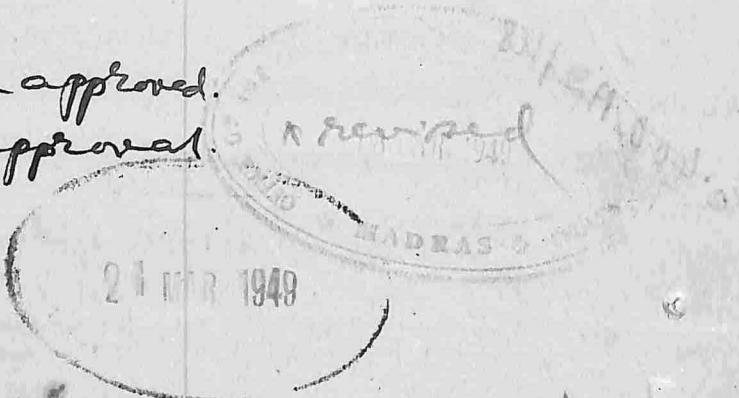
5
Result submitted with a revised draft in the light of the alterations suggested by the Legal Dept.

15/3/49
16/3/49

U.O. 100 A2/49
To the Secy to Govt
Edn. & P.H. Dept.

The revised draft at 15/5-11 may be approved.
A draft order is submitted for approval.

22-3-49
20/3/49
5
1/4/49



21807

12

G.F. 32 (a).

Education Department	Received	Registered
From (Name)	To	
Designation	The Secretary to Government,	
Station	Education and Public Health	
	Department, Madras.	

21 SEP 1949

Enclosures: 1

Rec No. 1003 A2/49 dated 15-9-1949. 194

Sir,

Sub: Colleges - Presidency College, Madras - Cycle Stand contract - Execution of an agreement.

A copy of letter Rc.553/48 dated 6-9-1949 of the Principal, Presidency College, Madras is submitted herewith. In the circumstances stated by him, the Principal may be permitted to alter the agreement suitably. 2. The original draft agreement was approved in G.O.No. 872 Edn., dated 25-3-1949.

Yours faithfully,
[Signature]

1/2 for Director of Public Instruction.

KHR.16.9.

p.t.o.

72706
72706
B/1508

16/9/49

2
Copy of letter Rc.553/48 dated 3/6-9-1949 from the Principal, Presidency College, Madras to the Director of Public Instruction, Madras.

Sub: Cycle Stand Contract - Execution of an agreement.
Ref: Your Proceedings Dis.2119/49 dated 20-4-1949.

On account of the dropping of the Intermediate Classes, the number of cycles has gone down to 55 during the current year and the income to the cycle stand contractor has also gone down to half as compared to last year 1948-49. The contractor requests therefore, that the security deposit of Rs.200/- may be reduced to Rs.50/-. I submit for your acceptance and request that necessary amendment may kindly be issued to item No.2 (a) in the agreement referred to above.

(True Copy)

[Signature]
for Director of Public Instruction.

13 3
T.M. by Post No. 72766-2/9A Ed. dated 15-10-49.

To

Mr D.L.D.

Sub: Presidency College - cycle stand - Agreement.

Ref: Your No. 1003 A₂/49 d. 15.9.49.

48
17/10
p
m
m
m
It is presumed that an agreement has not yet been executed; and that what is sought in your letter cited is only ~~the sanction~~ ^{an} alteration in the permission of the Govt. for an alteration in the draft agreement originally approved by them in f.o. No. 872 Ed. d. 25.3.49. Please confirm.

14-10-49.

[Signature]
15/10/49

EDUCATION DEPARTMENT

FROM
THE DIRECTOR OF PUBLIC INSTRUCTION, MADRAS

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



Roc.No.1003 A2/49 dated 10-11-49

Sir,

Sub:--Presidency College, Madras--Cycle stand contract

88465 p3 ante

Ref:--Government T.M. by post No.72706--2/49A Edn.
dated 15-10-49

The presumption of the Government is correct.

2. The agreement has not been executed and the permission requested for in my letter Rc.No.1003 A2/49 dated 15-9-49 was for the alteration of the draft agreement originally approved in G.O.No.872 Education dated 25-3-49.

Manu
B/15c/f

Yours faithfully,

A handwritten signature in dark ink, appearing to be "J. S. S. S.", written over the typed name of the Director of Public Instruction.

For Director of Public Instruction

Clb.10-11-49

for 10/11 6/10/11

6



15

E.P.H.(A)

Memo. No. 72706-4/49A Ed. dated 22-9-49.
Sub: Colleges- Presidency College, Madras -
Cyclestand Contract - Execution of an agreement.
Head: G.O. 872 Ed. d. 25-3-49.
Tr on the D.P. J. No. 1003 H₂/49 d. 15-9-49.

222
✓
B

plc

and the expression "Rs 200/-"
occurring in Provision (1) expression "two hundred" occurring in
at the end of that draft clause (2) (a) of the draft agreement approved
agreement in G.O. No. 872 Ed. d. 25-3-49 shall be
replaced by the words "rupees fifty".
To the D.P. J.



23-9-49

24/9/49

26/9/49

Legal may see.

26/9/49 Legal

E.P.H. u.o. 72706-1/49A
dated 27-9-49

24/9/49

2

A

Legal Department.

The alterations indicated in pencil on the draft memorandum may be made.

In addition to the issue of a memorandum as proposed, it is desirable to have the necessary corrections made in the original agreement and attested by the parties concerned or to execute a supplemental agreement varying the terms of the original agreement.

1 - NOV 1949

77225

7-134 (B)

The letter of the D.P.H. d. 10-11-49 since a recd. in reply to the T.M. on p 30 f. may be perused. The draft overleaf may now be issued. Legal may see.

15-11-49
18/11/49

16/11/49
Legal

E.P.H. u. o. 722
dated 17-11-49



Legal u.o. No. 15026/49-1
18/11/49



3
Legal Dept
18/11/49
F. & H. 16
A

May issue

18/11/49
21/11/49



1

Handwritten text, possibly a signature or name, located below the number 1.

Handwritten text, possibly a date or initials, located below the signature.

17