Educational (1896) Department.

ORDINARY MS.

G.O., No. 240

Dated 13' Apr 1896

INDEXED.

[Despatch Abstract.]

INCOME FROM THE TAMKAM BUNGALOW.

Intimating to the Syndicate of the University of Madras that, under the trust deed relating to the Johnston and Carnsallock scholarships, it is competent to the Government to direct that the first charge on the -- shall be the management and maintenance of the Tamkam premises.

PRINTED IN G.O., dated

29th Septr 1896, No. 602

BACK PAPERS.

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

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
	928		1896				

928 : 12.12.95 Edn
852 : 30-10-95 "
705 : 20-8-95 "
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and University calender 1880-81, 92-93,
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(1896.)

207
Edl: Deptt

FROM
THE REGISTRAR OF THE
UNIVERSITY OF MADRAS.

240

13 Apr 1896

No. 1458

Dated 17th } February, 1896.
Received }

CHIEF SECRETARY
14 FEB 1896
No.
GOVERNMENT OF MADRAS

SUBJECT.

Communicating the Resolution of the Syndicate with reference to G. O. No 928 of 12th December, 1895 in connection with the repairs to Tamkam Bunglow

GO No 240 Edl 13/4/96

University of Madras.

No. 1458 of 1895—1896.

Senate House, 17th February 1896.

From

THE REGISTRAR OF THE

UNIVERSITY OF MADRAS,

To

The Hon. the Chief Secretary
to the Government of
Fort St. George

Sir,

With reference to G.O., No. 928, dated 12th December 1895, Educational, requesting that a further sum of Rs 872/ may be placed at the disposal of the Public Works Department for repairs to the Tamkam Bungalow at Madura I have the honor to communicate the following resolution of the Syndicate, No. $\frac{XV}{4.2.96}$:

'Resolved that the attentio of Government be invited to the term of the Deed of Endowment which, i the opinion of the Syndicate, do not justify any payment by the Universi for repairs out of rent previously receive

from

from Government, and that it be suggested that the Government take the opinion of their Law Officer on the subject and favor the Syndicate with a copy of the case laid before him and of his opinion thereon.'

2. The part of the Deed to which attention is particularly requested is the following:

"It is hereby agreed and declared that the said Secretary of State and his successors shall from time to time and at all times hereafter receive and take the rents issues and profits arising from the said premises and after payment thereout of all costs charges and expenses as hereinafter provided will pay and apply the clean residue of such rents issues and profits for the founding and due and proper maintenance and support of two or more scholarships to be called 'The Johnston of Carnsalloch Scholarships'."

3. I may mention that the Deed is given in full in the Madras University Calendar for 1880-81.

I have the honor to be,
Sir,
Your most obedt. servt.,
Geo. T. Bickle
Registrar

[G. / 25]
1,000—5-11-95

Ed DEPARTMENT

C. No. 207 of 96.

FOR ORDERS.

The Trust-deed relating to the Johnston of Carnsalloch Scholarships is printed in the Madras University Calendar for 1880-81, page 174.

It is clear from the deed that the University has no voice in the disposal of the funds; the management of them is entirely in the hands of the Sec. of State. The income arising from the premises ~~should~~ has in the first instance to be devoted to keeping the building in tenantable condition, the residue thereof being devoted to the maintenance of the scholarships. Please see the last sentence of the deed, which is clear.

The income from the building is Rs *100 per mensem. Under G.O. no 193 Ed. d 27th May 1878 & G.O. no 450 Ed. d 12th Oct 1878, the rent

* G.O. no 215 Ed. d 21st May 1877.
(In the file)

rent is paid over to the Madras University, deducting Rs 10 per mensem on account of petty repairs and Rs 6 per mensem on account of the pay of a gardener. A further sum of Rs 122-10-2- per annum is deducted on account of quit rent and municipal assessment. —vide para 3 of T.D.C's letter printed in G.O. No 37 Ed. d 15th Jany 1887. Thus the amount actually paid to the University is Rs 885-5-10. per annum. From this the University spends not more than Rs 480 x in scholarships & leaves the balance to accumulate. It is from this accumulated balance that the cost of repairs and additions to the bungalow has hitherto been met.

~~The University is entitled only~~ to the sum of Rs 480 which is required for the maintenance of the scholarships and to nothing more. It is therefore submitted that G.O. no 193 Ed. d 27th May 1878, may be withdrawn & that the Govt retain the income of the building in its own hands must

FOR ORDERS.

H. E. THE GOVERNOR.
THE HON'BLE MR. H. W. BLISS, C.I.E.
THE HON'BLE MR. J. GROSE, C.I.E.

x. The University awards one scholarship every year and its value does not exceed Rs 20 per mensem. vide page 188 of the Calendar for 92-93.

Ex – tells me so. I see no doubt that need be referred to the law officer.

JG 7/4/96

HB 9/4/96

The Syndicate now says that it is not satisfied that the deed justifies payment by the University towards the cost of repairs to the Tankam of rent *previously* received by the University from Govt.

The passage in the deed already referred to makes it clear, it is submitted, that the position taken up is quite untenable. The first charge on the endowment is the repair etc. of the building; the payment of money for the scholarship comes afterwards. The question cannot be affected by the accident of the Govt., which has full control over the funds, having paid the rents & profits to the University before it knew what would be wanted for repairs. If the University insist on this position all Govt. need do is to cancel the order directing the payment of the rent to the Syndicate direct, & keep the fund in its own hands. The Syndicate would not like that, as it wd. then lose interest on the balance in hand.

According to the statement in G.O. $\frac{123.\ Ed.}{5.4.93}$ the balance in the hands of the Syndicate on 31st

Dec. 1892 was —

	Rs. a. p.
	7794. 6. 11
Deduct cost of repairs in '93. G.O. 233/10.4.93	4235. 0. 0
	3559. 6. 11.
add probable rent for '93. '94 & '95 at Rs. 885. 5. 10. p.a	2656. 1. 6
	6215. 8. 5
Deduct expenditure on scholarships for 3 years at Rs. 480. p.a.	1440. –. –

∴ Amount now in hand = Rs 4775. 8. 5

The amount now wanted for repairs is Rs. 2665 (G.O. 928. Edn./12.12.95) & even after meeting that the balance will be Rs. 2110. 8. 5.

So the fund is not nearly bankrupt. The case seems so clear & the deed so plain that it is submitted that it is not worth while to trouble the law officers on the matter.

W 30.3.96.

H.M. I agree generally with Mr Francis.

The Syndicate has no locus standi to question in the manner it does the Govt. management of the trust: strictly, it can do so only by a suit in Court as a beneficiary complaining against the trustee. The Syndicate is only the agent of the Govt in this business, & may safely pay away monies as it directs. The responsibility ~~[illegible]~~ is the Govt's. 21/4/6

C 4/4
R 9/4

Income from the Tamkam bungalow.

(for orders.)

1. H.M.
2. Hon. Mr. H.W. Bliss C.I.E.

[G./24.]
1,000—15-11-95.

28

Edn. DEPARTMENT.

Papers to be read in proceedings:—

3P

Again G.O., dated 189 , No.
Again G.O., dated 189 , No.
Current No. 207 of 1896, dated , from
„ „ „ 189 , „ , „
„ „ „ 189 , „ , „

ORDER. No 240 d/13 April 96

The attention of the Syndicate will be invited to the last clause of the deed referred to by it. Under the terms of this clause it is without any doubt whatever competent to the Govt. to direct that the first charge on the rents & profits of the endowment ~~[illegible]~~ ~~is~~ shall be such expenditure upon the management, maintenance, repairs and improvements of in or to the Tamkam premises as ~~the~~ ~~Govt.~~ it may think fit to incur. The intention of the deed upon this point ~~appears~~ seems to be so clear that there ~~appears~~ is, in the opinion of Govt., ~~to be~~ no necessity to invite the opinion of ~~the~~ its Govt. law officers upon ~~its construction~~ the question.

2. Under the orders of Govt. the rents & profits of the endowment have in recent years been ~~to~~ handed over to the University direct, & the University ~~& not Govt~~ has been permitted to enjoy the interest on

the unspent balance at the credit of the fund. These orders cannot however affect the rights of Govt. over the control of the trust, & it w.d be competent to the Govt., should any difficulty arise under the present arrangement, to cancel the orders under which ~~it~~ that arrangement was constituted, keep the fund entirely in its own hands, & pay to the University annually only such sums as were required to keep up the scholarships for which the endowment was founded.

Wt 10-4-96 (from orders).

11/4/6

P. 16/4 d/ 17/4

Registrar, Madras University
copy to the W.P.
Desp'd 24/4/96

Tamkam bungalow
Scholarship endowment

FROM ORDERS.

G. S. Forbes Esq

When given for copying
When copied
When examined
When signed
189 .

READ AGAIN G.O., No. DATED 189 ,

CURRENT No.

ENCLOSURES TO C. No

ORDER OF GOVERNMENT .. .. .. A A A A A A A

LETTER OF GOVERNMENT.

STATEMENT WITH DITTO.

PAPERS NOT FILED UP, BEING MEANT FOR DESPATCH IN ORIGINAL.

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