Educational (1896) Department.

ORDINARY MS.

G.O., No. 599

DATED 29-9-96

INDEXED.

[Despatch Abstract.]

Approving the proposal of the Committee, Ootacamund Lawrence Asylum, to decline to accept the tender made by Messrs. Binny & Co. for the lease of the Asylum Presses and stating that if no further tenders for either the purchase or the lease of the Presses are received by the 31st Decr next, the matter shd. again be brought to the notice of Govt.

BACK PAPERS.

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

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G O.	No.	Department.	Date.
C No	1216/96	Ed. – [illegible]	2359 13/11/96.				
Do	650/96						
C No	1372 1373/96.						

Educational (1896) Department.

CURRENT No. 1013

Order

From

The Director of Public Instruction,
Madras

No. C/10

Dated 24th August 1896

Received 25 – " —

Registered 25" —— ——

Enclosures 7

Spare copies

DESPATCHED
25 AUG. 96

SUBJECT.

Submitting certain papers in connection with the lease of the Lawrence Asylum Press.

NS
27/8 (5 pm)

S.
26/6/1

BACK PAPERS.

G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.

D

(Brief Advertisement.)

NOTICE

Regarding the Sale or Lease of the Lawrence Asylum Press, Madras, and its Branch Press at Ootacamund.

Tenders are invited for the purchase (subject to the authority of the High Court of Judicature at Madras) of the lands, buildings and premises of the Lawrence Asylum Press, Mount Road, Madras, together with the engines, boilers, printing and other machinery, fixtures, presses, printing materials, type, stock in trade, stores, furniture, implements, utensils and other articles and things in and about the same and in and about the Branch Press at Ootacamund and of the interest of the Committee of the Lawrence Asylum in the large Almanac, the Pocket Almanac and the Sheet Calendar published annually by the Press, or for the lease of the same lands, buildings and premises (other than in the under written conditions of Lease excepted), engines, boilers, printing and other machinery, fixtures, presses, type, furniture, implements and utensils and the purchase of the same materials, stock in trade, stores and other articles and things.

For particulars regarding premises and plant, conditions of sale or lease, and forms of tender, apply to the Secretary, Lawrence Asylum Press, Mount Road; or see advertisement in the "Madras Mail" of the 30th day of March 1896.

(Form of Tender.)

TO THE SECRETARY,

Lawrence Asylum Press.

SIR,

Adverting to the Advertisement in the *re* the $\frac{\text{Sale}}{\text{Lease}}$ of the Lawrence Asylum Presses at Madras and Ooty, I now beg to submit this my tender of Rs. for the $\frac{\text{Purchase}}{\text{Lease}}$ of the same on the terms of the Advertisement and enclose Rs. in the earnest money demanded.

4/ Encl DEC
No: 1013

F

NOTICE

Regarding the Sale or Lease of the Lawrence Asylum Press, Madras, and its Branch Press at Ootacamund.

1. Tenders are invited for the purchase (subject to the authority of the High Court of Judicature at Madras) of the lands, buildings and premises of the Lawrence Asylum Press, Mount Road, Madras, together with the engines, boilers, printing and other machinery, fixtures, presses, printing materials, type, stock in trade, stores, furniture, implements, utensils and other articles and things in and about the same and in and about the Branch Press at Ootacamund and of the interest of the Committee of the Lawrence Asylum in the large Almanac, the Pocket Almanac and the Sheet Calendar published annually by the Press, or for the lease of the same lands, buildings and premises (other than in the under written conditions of Lease excepted) engines, boilers, printing and other machinery, fixtures, presses, type, furniture, implements and utensils and the purchase of the same materials, stock in trade, stores and other articles and things.

2. The following is believed to be a correct description of the Press premises in Madras :—

A piece of land having Survey Nos. 463 and 464 and being Nos. 1, 2 and 3-167, Mount Road, Poodoopaukum, in the Sub-Registration District of the Mount Road in the Registration District of Madras, bounded on the North by lands and houses the properties of private persons, on the South and West by the premises of Messrs. Higginbotham & Co., and on the East in part by the Mount Road and in other part by the Carlton Club property and containing in the whole by admeasurement 1 Cawney 2 grounds and 2,106¼ square feet or thereabouts.

3. The following is believed to be a correct description of the different departments of the Press at Madras and of the principal items of plant therein respectively with their respective quantities and numbers :—

Composing Department.

Case racks	No.	52
Cases, English	Pairs	728
„ Vernacular	„	15
Chases	No.	4,193
Composing Sticks	„	197
Frames	„	138
Galleys	„	364
Imposing Slabs, iron, with frames (or other imposing tables)	„	31
Leads...	lbs.	54,962
Quotations and Metal furniture	„	7,680
Types :—		
Broad Side { Wood	Doz.	62
Broad Side { Lead	lbs.	450
Titling	„	506
Jobbing { Doz. 4-11 Sets ... ... L 360 ... ... No. 22,379 ... ... }	„	9,942

Ordinary :—			
Double Pica	lbs.	21	
Great Primer	,,	964	
English	,,	691	
Pica	,,	11,407	
Small Pica	,,	29,085	
Long Primer	,,	12,618	
Bourgeois	,,	7,380	
Brevier	,,	30,805	
Minion	,,	19,120	
Nonpareil	,,	4,429	
Diamond	,,	53	
			116,573
Vernacular	lbs.		8,922

Press and Machine Department.

Boiler and Engine 12 horse power complete, &c.	No.	1
Shafting with pulleys, &c., No. 8	Feet	156
Galley Presses	No.	1
Inking Tables	,,	6
Printing Machines	,,	14
Hand Presses	,,	8

Binding Department.

Brass dies, lines and rolls of all descriptions	No.	2,379 & 23 sets.
Glazed boards	,,	2,000
Machine, backing	,,	1
,, Cutting	,,	2
,, Envelope Cutting	,,	1
,, Eye letting	,,	2
,, Mill board cutting	,,	1
,, Paging	,,	2
,, Perforating	,,	2
,, Rolling	,,	2
,, Ruling	,,	4
,, Stabbing	,,	3
Presses, Arming	,,	1
,, Hydraulic Standing	,,	1
,, Nipping	,,	2
,, Standing	,,	1

Type Foundry.

Casting Machines	No.	1
Dressing	,,	1
Matrices	,,	538
Moulds	,,	20
Punches	,,	433
Stereotyping Apparatus Complete	,,	8

4. The premises occupied by the Branch Press at Ootacamund are rented from Government at a monthly rental of Rs. 50 and the following is believed to be

a correct description of the different departments of such Branch Press and of the principal items of plant therein with their respective quantities and numbers :—

Composing Department.

Case racks	No.	4	
Cases, English	Pairs	174	
,, Vernacular	,,	9	
Chases	No.	220	
Composing Sticks	,,	27	
Frames	,,	29	
Galleys	,,	100	
Imposing Slabs, iron, with frames (or other imposing Tables)	,,	4	
Leads	lbs.	494	
Quotations and Metal furniture	,,	2,762	
Types :—			
Broad Side (Wood)	Doz.	119	
Titling	lbs.	1,949	
Ordinary :—			
Great Primer	lbs.	101	
English	,,	100	
Pica	,,	2,343	
Small Pica	,,	2,851	
Long Primer	,,	829	
Bourgeois	,,	624	
Brevier	,,	1,929	
Minion	,,	225	
			9,002
Vernacular	lbs.		1,964

Press and Machine Department.

Galley Presses	No.	2
Inking Tables	,,	2
Printing Machine	,,	1
Hand Presses	,,	3

Binding Department.

Brass dies, lines and rolls of all descriptions	No.	45
Glazed boards	,,	504
Machine, Cutting	,,	2
,, Mill board cutting	,,	1
,, Paging	,,	1
,, Perforating	,,	1
,, Ruling	,,	1
,, Stabbing	,,	1
Press, Standing	,,	1

5. All persons proposing to tender for the purchase of the above properties will, on application to the Secretary to the Lawrence Asylum Press, Madras, be furnished with all or any of the following particulars regarding the Press premises and property at Madras :—

(*a*) Further particulars regarding the land and premises.

(*b*) A list showing the establishment employed in the several departments of the Press on 1st September 1895.

(*c*) A detailed Schedule of Plant.

(*d*) A detailed Schedule of Stores.

(*e*) A detailed Schedule of plant, stores and paper ordered for delivery.

(*f*) Particulars regarding the Large Almanac, the Pocket Almanac and the Sheet Calendar.

(*g*) A list of persons and firms generally employing the Press and the quantities and amount received for work done for each such person and firm during the past five years including the Railway Contract.

(*h*) The Annual Reports and the Account Books of the Press for the past five years to be open to the inspection of intending purchasers.

(*i*) All such further necessary and reasonable information as may be required by intending purchasers and as it may be in the power of the Secretary of the Lawrence Asylum Press, Madras, to give, and with all or any of the same particulars regarding the Branch Press at Ootacamund other than those mentioned in sub-clauses (*a*) and (*f*) above.

6. Sealed tenders accompanied by a deposit of *ten* per cent. of the amount of purchase money tendered or in case of a tender for the lease of the property *twenty* per cent. of the required security deposit of Rs. 30,000 should be sent to the Agents to the Trustees of the Lawence Asylum Press, Madras, at the Press premises, Mount Road, Madras, by one o'clock on Wednesday the 1st day of July 1896.

Three clear months from date of advertisement.

7. Tenders should be superscribed "Tenders for the purchase (or 'lease' as the case may be) of the Lawrence Asylum Press."

8. Tenders will be opened by the Agents to the Trustees of the Lawrence Asylum Press, Madras, on behalf of the Committee of the Lawrence Asylum, at the Press premises, Mount Road, Madras, at *one* o'clock on Friday the 3rd day of July 1896 in the presence of the tenderers or of such of them as may attend.

Tenders will be opened on the second two days after the last day fixed for receipt.

9. The acceptance by the Committee of the Lawrence Asylum of any tender will be subject to the ratification of the Government of Madras and the said Committee does not bind itself to accept nor does the Government of Madras bind itself to ratify the highest or any tender.

10. The deposits of the unsuccessful tenderers will be returned to them within *fifteen* days after the tenders have been opened and should the sale of the property not be authorised by the High Court, Madras, the deposit of the successful tenderer will be returned to him within *seven* days after the refusal of such authority.

11. Printed forms of tender can be had on application to the Secretary to the Lawrence Asylum Press, Madras.

CONDITIONS OF SALE.

1. The title of the Vendors, the Committee of the Lawrence Asylum, to the lands, buildings and their appurtenances shall commence with an Indenture, dated the tenth day of August 1894, and made between the Venerable William Weston Elwes, M.A., Senior Chaplain on the Madras Establishment and Archdeacon of Madras and the Honorable Mr. Alexander Monro, M.A., B.C.L., then Acting Director of Public Instruction, Madras, the Committee of the Lawrence Asylum Press at Madras of the one part and George Rowlandson, John David Rees, Esq., C.I.E., Elphinstone Waters Begbie, Alfred George Hutchins, George Lemon Walker, Charles Berkeley Pigott, Charles Aylmer Liardet, William Edwards Schmidt and Alfred Robert Winterton respectively, the members of the Committee of the Lawrence Asylum, and the purchaser shall not require the production of or make any objection or, save as mentioned above, any requisition in respect of the prior title whether such prior title appear by recital, statement or otherwise or do not appear at all.

2. The purchaser shall admit the identity of the property purchased with that comprised in above mentioned Indenture.

3. The properties both immoveable and moveable are believed and shall be taken to be correctly described, so far as the same are described in the above particulars, as to quantity and otherwise and the immoveable property will be sold subject to quit rent and assessment and, if any error, mis-statement or omission in the above particulars or in any of the further particulars which may be furnished as above provided, is discovered the same shall not annul the sale nor shall any compensation be allowed to the purchaser in respect thereof.

4. The purchaser shall pay the remainder of his purchase money to the Agents to the Trustees of the Lawrence Asylum Press, Madras, at the Press premises in Madras within *two months* after the acceptance of the purchaser's tender shall have been communicated to him and the sale shall have been authorised by the High Court, Madras, and the members for the time being of the Committee of the Lawrence Asylum will execute a proper assurance of the property to the purchaser, but such assurance and every other assurance and act (if any) which shall be required by the purchaser for any purpose shall be prepared, made and done by and at the expense of the purchaser and the draft of every such assurance shall be left for perusal on behalf of the Committee not less than fourteen days after the payment of the balance of purchase money and the decree or order of the High Court, Madras, authorising the sale shall have been obtained, at the office of the Solicitor to the Government of Madras in the High Court House, Madras.

5. Tenders must include the printing, binding and other work in hand at the time of transfer of the property to the purchaser and the price named in the tender must include the actual cost of the stock of printing and writing papers in hand and of the stores and paper ordered for delivery respectively at the date of tender any difference between the quantities of printing and writing paper in hand or of the stores and paper ordered for delivery at the date of tender and the quantities thereof respectively at the date of transfer to the purchaser being allowed for by the Vendor to the purchaser or by the purchaser to the Vendor as the case may require.

6. The rents, income, profits and possession will be received or retained and the outgoings discharged by the Vendor up to the date of the completion of

the assurance to the purchaser and, as from that day, the outgoings shall be discharged and the rents, income, profits and possession taken by the purchaser and such rents, income, profits and outgoings shall, if necessary, be apportioned between the Vendor and the purchaser for the purpose of this condition. If, from any cause whatever, the remainder of the purchase money shall not be paid within *two months* after his tender shall have been communicated to the purchaser and the sale shall have been authorised by the High Court, Madras, the purchaser shall pay interest on the remainder of his purchase money at the rate of *six* per cent. per annum from the expiration of such period until actual payment, but he shall not be entitled to any compensation for the Vendor's delay or otherwise.

CONDITIONS OF LEASE.

7. The Lease shall not include the premises in Madras and respectively marked on the plan of the Lawrence Asylum Press, Madras, as "Rented to Natural History Society," "Occupied by Mrs. Moore" and "Occupied by Mr. D. Liddle, dentist."

8. The lease shall be for a term of ten years.

9. The business of the Lessee carried on under the Lease shall be carried on in the above mentioned premises in Madras and (save as hereinafter mentioned) at Ootacamund but, in the event of any change of premises at Ootacamund, the same shall be approved by the Committee for the time being of the Lawrence Asylum before any of the plant, machinery or other things comprised in the Lease shall be removed to any new premises at Ootacamund which the Lessee may propose to occupy for the purposes of his business carried on under the Lease.

10. The Lessee shall deposit with the Agents to the Trustees to the Lawrence Asylum Press, Madras, on behalf of the Lessors, the Committee for the time being of the Lawrence Asylum, the remainder of the sum of Rupees 30,000 immediately after the acceptance of his tender shall have been communicated to him and such sum of Rupees 30,000 shall be held by the Lessors during the term of the Lease as security for the due fulfilment by the Lessee of the terms and conditions of the Lease and shall be liable to be forfeited to the Lessors in the event of the Lease being determined by re-entry or breach of any condition thereof as to be therein provided.

11. The Lessee shall not assign or sublet or part with the possession of the premises comprised in the Lease or any part thereof.

12. The rent tendered by the Lessee and reserved by the Lease shall be payable quarterly and in advance to the Lessors on the *first* day of *January*, the *first* day of *April*, the *first* day of *July* and the *first* day of *October* in every year or within one calendar month after such respective days.

13. The Lessee to pay all rates, taxes and other outgoings payable in respect of the premises subject to the lease, to keep same insured and to pay the annual cost of insurance of such premises up to their full book value and to forward receipts for all such payments to the Lessors.

14. The large Almanac, Pocket Almanac and Sheet Calendar shall continue to be the property of the Lessors. The Lessee shall cease to have an interest in the Almanacs and Calendar on termination of his lease. During the lease he shall be responsible to the Lessors for the editing, printing and yearly issue of the said Almanacs and Calendar, the profits being retained by the Lessee.

15. The Lessee to submit an annual Statement (in July of each year) to the Lessors of expenses incurred for editing and printing such Almanacs and Calendar with the number of Subscribers, &c., for the information of the Lessors only. The present selling prices thereof are not to be changed by the Lessee without the approval of the Lessors.

		RS.	A.	P.
LARGE ALMANAC—				
Cloth Bound	...	6	0	0
Half Calf	...	6	8	0
,, Morocco	...	7	0	0
POCKET ALMANAC—				
Cloth Bound	...	1	0	0
Leather	...	1	8	0

		RS	A.	P.
SHEET CALENDAR—				
Sheet	...	0	2	0
On Board	...	0	8	0
On Roller	...	1	4	0

16. The Lessee shall continue to keep the types standing of the large Almanac, Pocket Almanac and Sheet Calendar. He shall however be free to re-arrange the Almanacs, add to or reduce the number of pages, but the bulk of the large Almanac is not to be permanently and largely reduced without the sanction of the Lessors.

17. That a sum of Rupees 1,360 shall be spent annually on repairs, cleaning, &c., on all the buildings leased. With the approval of the Lessors the whole annual sum need not be spent in one year. To ensure a thorough repairing every three years, the total sum accumulated must be expended within those three years. Any additions to the buildings required by the Lessee during the Lease will be considered and dealt with by the Lessors when proposals are submitted.

Equal to two months' rental on Municipality valuation.

18. That the sum of Rs. 9,000 shall be expended in the purchase of new plant within six months from the end of the first year of the lease and, in each succeeding year, the same amount to be spent annually within the same period of six months from the end of the preceding year.

19. The Lessee may from time to time with the sanction of the Lessors first obtained, sell any of the plant worn out or damaged, the amount realised by the Sale of such plant being re-invested in new plant within six months of the sale.

20. The Lessors shall be at liberty to take a detailed account of plant and other things on the premises subject to the lease at any time during the lease and the Lessee shall render every assistance to persons appointed by the Lessors to take such account. Any deficiency, &c., to be made good at once by the Lessee. During the last year of the Lease, stock shall be taken by the Lessors and any deficiency found shall be made good by the Lessee at once.

21. That the practical printer and the engineer or practical builder appointed by the Lessors shall be at liberty to visit the Press or the Branch Press at all reasonable times; the practical printer to see to the condition of plant, check the plant account of the Lessee and to do all that may be considered necessary to satisfy the Lessors that the conditions regarding plant and other things are carried out; the practical printer's instructions and decision are to be final. The Engi-

neer or practical Builder shall see to the upkeep of buildings, repairs, &c., and his instructions and decision are to be final.

22. The stock of printing and writing papers purchased for printing and binding work in hand shall be taken over by the Lessee at time of transfer to him at its actual cost, and payment must be made on delivery. Stores and paper ordered for delivery to be taken over by Lessee at its actual cost and payment must be made on delivery.

23. If the Lessee declines to take all stores at a fair valuation no portion to be sold to him, but the whole to be put to auction sale. The valuation to be fixed by the Trustees' practical printer.

24. The lease to contain all other provisions usual in leases of a similar kind.

GENERAL CONDITION.

25. If the successful tenderer, whether for purchase or lease, shall fail to comply with the above conditions or any of them which shall be applicable according to the nature of his tender, his deposit shall thereupon be forfeited and the Committee for the time being of the Lawrence Asylum shall be at liberty to re-sell or to re-let the property at such time in such manner and subject to such conditions as the Committee shall determine. Any deficiency of price or rent which may happen on and all expenses attending the re-sale or re-letting shall immediately afterwards be paid by the defaulter to the Agents to the Trustees of the Lawrence Asylum Press, Madras, and in case of non-payment shall be recoverable by the Committee as compensation.

5/ Encl to Bl
Ch No: 1813

Armenian Street
Black Town
30th June 1896

To

The Secretary
Lawrence Asylum Press

Dear Sir

1. Adverting to the advertisement in the Madras Mail of the 30th April 96 re the Lease of the L. A. Presses at Madras and Ootacamund, we have to inform You that we are prepared to offer to lease the Presses aforesaid for 10 Years for Eleven Thousand Rupees payable in quarterly instalments provide You on your part consent to the followin modification of the terms of the lease: The earnest money demanded in the advertisement accompanie Rs 6000-

Proposed modification
in the terms of the Lease—

Para 10 - There is no provision in this
para

para that interest on the Deposit money shall be paid to the Lessee - This should be provided for -

13- The premises plant &c are now insured to the extent of 250,000 - we are prepared to keep this insurance up -

17- It is usual to set apart one month's rent for repairs and another for Taxes &c - the latter have been already provided for in Para 13 - therefore Rs 680 - appear to be ample for annual repairs, and to this we agree -

18 It is presumed that the quantity of Type &c to be replaced has been calculated at Home rates and that 9000 Rs is the equivalent -

20 It is presumed that Stock

taken

taken and agreed to between the Lessors and Lessee at the time the latter enters into possession is to be the basis of comparison -

21. As there are "practical Printers" and practical Printers - it would be necessary to define the position of the Printer and architect to whom the Lessee is expected to be subordinate in matters which it is quite possible may be abused - We think that the Superintendent of the Government Press and Government architect should be the only persons entrusted with so much power; and that further, should serious differences of opinion arise an appeal to arbitration should be permissible -

Para 22 & 23

Para 22&23: This provision binds the Lessee to take over all stores some of which may have become obsolete and otherwise useless: It is not reasonable to suppose that useful stores fairly priced would be rejected and to these the obligation should be restricted; the remainder being sold by auction or otherwise disposed of at the Lessors option - The strict adherence to the conditions as they stand would only inconvenience the Lessee for a short time, but would certainly result in loss to the Lessors -

2 - If these terms are agreed to we should be prepared further to stipulate that at any time during the period of lease the Firm may have the option of buying the Presses outright at a fixed sum of 3½ lacs -

3 - We shall be prepared to settle accounts for stores taken over by us within 3 months of the stock being taken and the valuation for such stores as we take over being fixed -

We remain
Dear Sir
Yours faithfully
Binny & Co

2) Encl. to Edl.
C.K.O. 1013

C.

4th July 98

To

Messrs. Binny & Co
Madras

Dear Sirs

I beg to acknowledge receipt of your letter of 30th ultimo enclosing and cheque for Rs 6000/- as earnest money in re your offer to Lease the Lawrence Asylum Presses at Madras and Ooty. The result of your offer will be communicated to you in due course.

Yours faithfully

Secretary

Rates for Ordinary English Types, &c.

Description	Complete Founts, sorts, and spaces.			Quadrats, 2 to 4 ems.		
	R	a	p	R	a	p
Two-line Great Primer	-	8	-	-	5	-
" English	-	8	-	-	5	.
Double Pica	-	9	-	-	6	.
Great Primer	-	9	.	-	6	.
English	-	9	.	.	6	.
Pica	-	10	-	.	6	.
Small Pica	-	11	.	.	6	.
Long Primer	-	11	6	.	7	.
Bourgeois	-	12	6	.	8	.
Brevier	-	14	-	-	8	6
Minion	-	15	.	-	9	6
Nonpareil	1	4	.	.	10	.
Ruby	1	8	.	.	12	.
Pearl	2	.	.	1	.	.
Diamond	4	.	.	2	.	.

Note – Other sizes of types not given will be proportionately valued.

Leads –	a. a. p.	Quotations and	a. a. p.
4 to pica	0 – 6 – 0	Clumps	0 – 6 – 0
6 "	0 – 7 – 0	Metal Furniture,	
8 "	0 – 10 – 0	assorted	0 – 6 – 0

Vernacular types to be paid for at the above rates, the body of the type being the guide for rate to be charged.

Rates for Broadside, Titling, and Jobbing types will be prepared at proportionate rates to the English ordinary types.

Type Metal – Old type to be taken at 3½ annas per lb.
Quadrats, Leads, Quotations, and Metal Furniture at 3 annas per lb.

R. H. 20/7/96

Teynampet,

No. 2979 Madras 28th July. 1896

From

The Hon: Dr. Duncan
–"– Ven: Archdeacon W. Weston Elwe
R. Hill Esq.

To,

The Revd. A. W. Atkinson
Secretary L. A. P. Trustees

Rev. and Dear Sir,

I have the honor in continuation of my letter No. 2939, 14th July 1896, to state for the information of the Trustees of the L. A. Press that the Agents to the Trustees held a third Meeting to consider the tender of Messrs. Binny & Co for the lease of the Press, on Tuesday, 21st July, 1896.

2 – I enclose the tender (original) and a copy of Advertisement containing conditions of lease.

3 – After careful and full consideration the Agents to the Trustees have come to the conclusion that the Trustees will be in the following position financially if they accept Messrs. Binny & Co's Offer.

Their

Their receipts per ye[illegible] will be:—

(1) From Messrs. Binny	Rs 11,000 — " —
(2) Rent of houses no[illegible] included in leas[illegible]	720 — " —
(3) Interest on Rs 65000 at 3 p.c. which is the Estimated amount of Cash which the Trustees will have in hand (not including the Pension Fund Capital) after the whole of the transactions for handing over the Press are closed.	1950 — " —
	Rs 13,670 — " —

4— From this will have to be yearly deducted the following sums:—

For Practical Printer & Architect to Supervise	800 — " "
Excess of amount now paid in Pensions over Interest on Pension Fund Capital	1442 — " —
New Pensions	2172 — " —
	Total 4414 — " —

The result will be that the Trustees will receive yearly for the Lawrence Asylum, Rs 9256 — " — per annum.

5. Should Messrs. Binny & Co decide to offer during the first five years & the Trustees decide to accept 3½ lakhs for the outright purchase of the Press, the position of the

Tr[illegible]tees wou[illegible] be as follows:—

Receipts per annum

Interest on 3½ lakhs at 3 p.c.	Rs 10,500
Rent	720
Interest on Rs 65,000 at 3 p.c.	1950 —
	13,170 — " —

Deduct.

Excess of present pensions over receipts from Interest on Pension Fund	1442 — " —
New Pensions	2172 — " —
	3614 — " —

The Trustees would in this case receive Rs 9556 per annum for the Law: Asylum.

6— The new Pensions have been calculated in the following way Government rates having been taken. Men over 45 years of age & with not less than 20 years service to be pensioned.

Gratuities to men of 10 and under 20 years service.

3 Months notice to the others

7— The Agents to the Trustees strongly advise the Trustees for the sake of the Lawrence Asylum not to accept Messrs Binny & Co's Offer. The Trustees would receive only Rs 9256 per annum or at most Rs 9556. They have been receiving Rs 15,000 per annum during the past two years, and the Agents to the

[illegible] have good grounds for
believing that this sum will not
only be continued but increased in
the future. Although the sale of
the Press has been well advertised
in India and in England, no tender
for its purchase has been received
and only one offer for leasing has
been received, and this one the
Agents do not recommend for acceptance.
The Agents to the Trustees
hope that a decision will be arrived
at which will put an end to the
present uncertainty regarding the
maintenance of the Press under their
direction as a source of income
to the Lawrence Asylum. If it is
decided to maintain the Press
under the direction of the Agents,
they are prepared to revise the
duties and salaries of the Secretary
and Superintendent arrange for the
services of a practical printer as
Superintendent revise the Establishment
in its several departments, arrange
for purchase of stores, &c by tender
and carry out such further changes
as will place the Press upon a more
sound and satisfactory basis than at
present.—

8. The Agents to the Trustees
are however of course aware that

Can this also in favour of
for tenders to contract

the decision [illegible]
subject to the approval of Government.
They recommend therefore that if the
tender of Messrs. Binny & Co should be
accepted the following action should
be taken with reference to Messrs.
Binny & Co's modifications of the lease

Para: 10 in Conditions of Lease

An addition should be made
stating that the Interest
on Deposit money shall be
paid to the Lessee half-yearly
or whenever received by the
Trustees—

Para: 13 in Conditions of lease

Binny & Cos proposal accepted.

Para 17 in Conditions of lease.

Should be maintained, but subject
to reduction by Architect when
repairs are undertaken.

Para 18 in Conditions of Lease.

As the type founding plant will
be purchased out of the first
Rs 9000 the Agents consider
that the scale prepared by Mr.
Hill (Enclosed) should be
offered to Messrs. Binny & Co.—At
the End of the 10 years the plant
which will have been so arranged
as to suit the special needs of
Messrs. Binny & Co will probably
require a large outlay to place
it in such a position as will be
necessary for the working again
by the Trustees of the Press.

Para: 20 in Conditions of Lease
Mess: Binny & Cos proposal
to be accepted.

Para 21 in Conditions of Lease
The Trustees strongly recommend
that the practical printer be the
Superintendent of the Government
Press if the Government will
consent.–

Paras: 22 & 23. in Conditions of Lease
Mess: Binny & Cos Modification
to be accepted.

9– With reference to paragraph 2 of Mess: Binny & Cos tender the Agents recommend to the Trustees that they inform Mess: Binny & Co they will be prepared to consider an offer of outright sale during the first 5 years, but will not bind themselves to accept 3½ lakhs

10.– The Agents consider that if the Trustees accept the tender it will not be possible to hand over the Press until 3 months after they have been informed of this decision & the modifications of he lease have been agreed upon & accepted. Stock must be taken, blank books pened, notice must be given to Employés, Pensions arranged for and Engagements made with a practical printer and Architect on behalf of the Trustees. The Agents must continue so for 3 or months beyond the time of handing over he Press to receive monies & await the decision of the Trustees and Government concerning the disposal of the monies – It will be also necessary for the Agents to take over all the books, accounts, documents &c from the Secretary's Office and to employ a Clerk for that time. The Agents would urge on the Trustees the necessity of having a Special Meeting to consider the tender, unless their usual monthly Meeting will be held very shortly – They feel that Mess: Binny & Co ought not to be kept too long without a definite answer; & they have themselves held 3 Special meetings in order to expedite matters.

11. The Agents request that when the Trustees send on the tender (with their opinion) to Government, they will also forward this letter and their letter No. 2939, 14th July. 1896.

I am Rev: & dear Sir
Yours very faithfully
W. [illegible] Elwes
Archdeacon of Madras

Signed on behalf
of and by desire
of the Agents to
the Trustees of
the L. A. Press

Archdeacon's Office,
TEYNAMPET,
Madras, 10th August 1896.

No. 3007

The Rev. A. W. Atkinson
Secy: L. A. Press Trustees

Rev. and Dear Sir,

The Agents to the Trustees have noticed that you acknowledged a letter signed by myself at the desire of the Agents – to Mr. Firth our Secretary – instead of to myself.

2 – The Agents think it well therefore that the Trustees should know that Mr. Firth is not aware of the contents of that letter. At the first meeting held by the Agents to the Trustees

6 No. 1013

to open tenders Mr. Firth informed them that he was practically the Agent of Messrs Binny & Co — inasmuch as he had an Engagement with that Firm to manage the Press for it if the tender was accepted.

3 – The Agents to the Trustees considered it therefore advisable to hold their last two meetings without Mr. Firth & they request the Trustees will be good Enough to send their answer directed to myself & not to Mr. Firth

I am, Rev. & Dear Sir:
Yours faithfully,

Signed on behalf
& in absence of
the Agents to the
Trustees L.O
Press

ARCHDEACON OF MADRAS

Encl D Edl 6 No. 1013

Para: 21

on opening tenders Mr [illegible] informed them that he was practically the Agent of Messrs Bourne & [illegible] inasmuch as he had an engagement with that firm to manage the Press for which the tender was accepted.

3 - The grants to the Trustees [illegible] therefore [illegible] then [illegible] without [illegible] they [illegible]

Vol 8
Ed Col 1013

ment

D Duncan

Through the Director of

Edl C No 1013

No 943.

Lawrence Asylum.
17th August 1896.

From
The Chairman.
Ootacamund Lawrence
Asylum

To
The Chief Secretary to Government
Ootacamund.

24 AU 96
MADRAS

Sir.

I have the honor to forwa
herewith the papers, marginally
noted, in connection with the
lease of the Lawrence Asylum
Press, and to state that the
Trustees propose to decline
the Tender offered by
Messrs. Binny & Co. of Madra

I have the honor to be
Sir
Your most obedt. Servt.

- A. Letter from the Agents to the Trustees dated 28th July 1896, No 2979.
- B. Letter dated 30th June 1896 – Messrs. Binny & Co's Tender.
- C. Letter dated 4th July 1896 from Secretary, Lawrence Asylum Press to Messrs. Binny & Co.
- D. Printed brief advertisement
- E. do notice inviting Tenders.
- F. Rates for ordinary English types.
- G. Letter No 3007 dated 10th Augt. 1896 from the Agents to the Trustees.

J M Prendergast
Br General
Chairman
Ootacamund Lawrence Asyl

C/10

21st August

Submitted to Government
D Duncan

From
The Chairman
Ootacamund Lawrence Asylum

To
The Chief Secretary to Govt.

No 943
Dated 17th August 1896.

Forwarding letter from Agents to
rustees, L. A. Press, with a Tender
om Messrs Binny & Co for leasing
e Press.

Edl ~~Financial~~ (1896) Department.

CURRENT No. ~~[illegible]~~

Law asylum Presses

CHIEF SECRETARY
24 SEP 1896
GOVERNMENT OF MADRAS

AM Levie

From
The Hon: Dr. Duncan
" Ven Archdeacon W. Weston Elwes
" R. Hill Esq } Agents to Trustees to L. A. Press

~~Order~~

Submitted in continuation of the papers circulated on the 11th instant in confidential box C. 23.

No. 3113

Dated Sept. 22. 96
Received " 24" 96
Registered " 25" 96
Enclosures 1 ✓
Spare copies nil

SUBJECT.

Forwarding copy of letter from Messrs Binny & Co., dated 17. Sept. 1896 re their tender for lease of L. A. Press

BACK PAPERS.

G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.

Madras
17th September 1896

The Secretary
Lawrence Asylum Press
Madras

Dear Sir,

With reference to our offer to lease the above Press which was accompanied by our Cheque for Rs 6000 and dated 1st July, we shall be glad to receive a reply at your Early Convenience.—

We are &c
(Sd). Binny & Co

(True Copy)
W. Welsh Elwes
ARCHDEACON OF MADRAS
Sept 22.96.

1896
Jnl Dept
Enclos No 1
to
U. N. 2410.

CURRENT NO. 2410

39

Madras, 22d September, 1896

No. 3113

From The Hon: Dr. Duncan
— " — Ven: Archdeacon W. Weston Elwes
— " — R. Hill Esq.

To –
The Honorable
The Chief Secretary to Government
Ootacamund

Sir,

I have the honor to state the Agents of the Trustees L. A. Press have received a letter from Messrs. Binny & Co. dated 17th September 1896 concerning their tender for a lease of the Lawrence Asylum Press.

2. The Agents are forwarding a copy to the Trustees — but they consider it advisable that as papers take a considerable time to reach Government through the Trustees, Government should have a copy sent direct.

3. I have the honor therefore to enclose a copy.

I have the honor to be,
Sir
Your Most Obedt. Servants,

Signed on behalf of & by desire of the Agents to the Trustees, L. A. Press.

W. Weston Elwes
Archdeacon of Madras

[G.
25 A.]
1,000—21-3-96.

Educational DEPARTMENT.

C. No. 1013.

Lawrence Asylum Presses

Hon'ble Mr Grose C.I.E. &c &c

FOR ORDERS.

+A

⊕B

In 1891 the Govt. decided that the Lawrence Asylum Presses should, in the interests of the Lawrence Asylum be sold and the sale proceeds placed to the credit of the Asylum. (G.O. No. 493 Educl. d/ 26 June 1891 printed on page 20 of G.O. No. 323 Est. d/ 16-4-91) One of the chief reasons which induced Govt. to take this measure was the desire to place the income of the [illegible] were upon Lawrence Asylum (~~to~~ which ~~all the~~ the surplus profits of the Presses) ~~were credited,~~ on a more secure footing - Sir Henry Stokes further remarked in his note in the original of G.O. No. 493 Educl. d/ 26 June 1891 that it was hardly desirable that the capital of an institution like the Lawrence Asylum should be invested in a way not admissible for trust funds.

That the income of the Asylum from the Presses is uncertain is evident from the following figures:-+

		Rs
Average contribution per annum by the Presses to the Asylum between 1872 to 1883	}	10,000
Contribution in 1884 - - - -		nil
" " 1885 - - - -		nil
" " 1886 - - - - -		5000
" " 1887 - - - -		5000
" " 1888 - - - - -		5000
" " 1889 - - - -		nil
" " 1889-90 - - - -		nil
" " 1890-91 - - - -		nil
" " 1891-92 - - - -		5,000
" " 1892-93 - - - -		7,200
" " 1893-94 - - - -		15,000
" " 1894-95 - - - -		15,000

The reduced contributions during 1884-1890-91 were due to the absorption of surplus profits in improving the Presses.

The first step towards affecting the sale was to get the property transferred from the Directors (Director of Public Instruction, Venble the Archdeacon and a Military Officer) appointed by Govt. as per para 20 of G.O. No. 272 Edl. d/22-9-71. for the management of the Presses, to the

+ Taken from notes in G.O.s $\frac{493}{26\text{-}6\text{-}91}$ & $\frac{71}{25\text{-}1\text{-}95}$.

B

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.

+ D

⊕ E

A

+ C

the Committee of the Lawrence Asylum, Ootacamund, and the formal deed affecting this transfer was not executed until the middle of 1894 - vide G.O. No. 407 Edl. d/27-6-94. In the meanwhile the Govt. obtained the consent of the Lawrence Asylum Committee who are the Trustees of the Presses to the sale. This consent was given in their resolution printed on page 5 of G.O. No 556 Edl. d/1st Augt. 1893, on the distinct understanding "that the price realised is sufficient, when invested in Government securities, to bring in a fixed annual income of not less than Rs 12000."

The sale of ~~the~~ Press should be subject to the previous approval of the High Court under section 539 (d) of the Code of Civil Procedure-

The Directors of the Press having, by its transfer to the Committee of the Lawrence Asylum, ceased to be managers and as it was impossible for the latter body to undertak undertake the direct administration of the institution the Govt. consented that the Director of Public Instruction, the Vrible the Archdeacon and the Superintendent, Government Press, should act as Agents to the Committee and supervise the working of the Press (G.O.s No. 944 Edl. d. 10 Decr 94 and No 42 Edl. d. 10 Jany 95). This was sanctioned only as a temporary arrangement pending the sale of the Presses, and on Dr. Duncan requesting to be relieved of this work, he was told that the arrangement was not likely to be of long duration (G.O. No. 29 Edl. d. 18 Jany 93 + D.O. No. 387 d. 1st Nov. 1894 – vide also D.O.s in G.O.s No. 944 Edl. d. 10th Decr 94 and No. 42 Edl. d. 10. Jany 95). It has, however, now lasted for more than two years.

+ F
⊕ G.
⊕ H.
J
+ F
✓ G

In January 1895 the Govt. was about to sanction the lease of the Presses to Mr. Taylor for an annual rental of Rs: 12000 (G.O. No. 71 Edl. d. 25-1-95) but withdrew

+ K

+ L
# M

because it was considered that a public advertisement would bring in higher tenders (G.O. No. 79 Edl. d. 31-1-95). A draft advertisement inviting tenders for the purchase or lease of the property was accordingly approved in G.O. No. 149 Educl. d. 18th March 1896 and in reply to this advertisement Messrs. Binny and Co. have come forward with an offer to lease the property for ten years for Rs 11,000 per annum with the option of buying it for ~~Rs~~ 3½ lakhs during the period of the lease. The Agents to the Trustees strongly advise the Trustees not to accept the offer and the Trustees are prepared to act upon this advice.

As already adverted to above the Committee of the Lawrence Asylum (= Trustees of the Presses) consented to the sale of the Presses on the understanding that the price realised was sufficient, when invested in Govt. securities, to bring in an annual income of not less than Rs 12000. This

+ vide flag E

amount

amount was considered as a fair average annual contribution which the Presses could subscribe towards the upkeep of the Lawrence Asylum and it was based on the actuals of previous years - vide notes in G.O. No. 71 d/ 25-1-95. The variable the Archdeacon now states that the Presses have been contributing towards the Asylum Rs 15,000 during each of the past two years and calculates that by the offer of Messrs: Binny & Co's tender of lease or purchase the net annual income to the Asylum would be only Rs 9256 and Rs 9556 respectively. - The question is whether the condition as to the limit to the price imposed by Govt. in G.O. No. 192 Edl- d/ 16-3-93 and accepted by the Committee of the Lawrence Asylum referred to a net annual income of Rs: 12,000 or merely to an annual income. A reference to the notes and orders of the then members of Govt. in G.O. No. 192 Edl. d/ 16-3-93 tends to show that the latter was the meaning. - The condition would therefore be literally fulfilled if Messrs: Binny & Co raised the price to Rs 4 lakhs (or a little more over 4 lakhs, the 3 per cent securities being now at a premium of Rs 4/2 to Rs 4/10, say Rs 4,18,000 placing the securities at 104½ per cent.)

× K

✓ × N

Messrs: Binny & Co's present tender should not, it is submitted, be accepted. There is no present danger of the Lawrence Asylum Presses being cut out of their businesses in Madras or Ooty, & as long as they can provide an income to the Asylum of Rs. 15,000. this seems better than an absolutely certain income of Rs. 9500. Moreover the Trustees couldn't agree to the sale. The Presses' business could probably be further increased by active management.

+ M

The Agents to the Trustees report that the sale of the Press has been well advertised in India and in England and that the only tender received up to date is that of Messrs: Binny & Co. - The draft advertisement was approved of in G.O. No. 149 Edl. d/ 18-3-96: more than five months have therefore lapsed since the advertisement commenced. Orders are solicited whether more time may be allowed until the end of this year so as to make quite sure that no suitable offer will be received. If this suggestion is not approved

approved, the future management of the Press will have to be placed on a permanent footing. The Agents were appointed as a temporary arrangement.

The proposal of Messrs. Binny & Co seems to be anything but an advantageous one for the Lawrence Asylum

8.9.96

10/9/96

Lawrence Asylum Press

Hon. Mr Grose, C.S.I. & circ.

The proposal of the trustees to decline the tender shd be approved. Time shd be allowed till the end of the year.

12/9/96

12/9/96

26.9.96

[G./24.]
500—12-4-96.

Educl. DEPARTMENT.

Papers to be read in proceedings :—

Again G.O., dated 189 , No.

Again G.O., dated 189 , No.

Current No. 1013 of 1896, dated 24/8, from D.P.I.

" " – " 1896, " 22/9, " Agents to Trustees, L.A. Press

" " " 189 , " , "

ORDER.
Mis. No. 599 dt 29-9-96

The proposal of the Committee, Ootacamund Lawrence asylum to decline the tender ~~of~~ made by Messrs: Binny and Co. is approved

to accept

2. If no further tenders either for the purchase or ~~for the~~ lease of the Presses are received by the 31st December next the matter should again be ~~reported~~ brought to Govt.

the notice of

25.9.96 (From orders)

29.9.96

To

The Committee, L.A., Ooty, Thro' D.O.
& Agents to the Trustees

Desp.
3/10/96

× Despr

Send to the Venble the Archdeacon

18

When given for copying 1/10
Vhen copied } 1/10
'hen examined
'hen signed 2/10
1896.

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

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.							

N.B. –

A = Copy in full.
B = Not to be copied
P = Copy abstract only.
Q = Copy heading only

4|9|1N

11-3-12