

Home (1920) Department.

(Miscellaneous)

Ordinary SERIES.

G.O. No.

1068

DATED

10-6-20

INDEXED

(10)

[Despatch Abstract.]

Lease of Bramley House, Ootacamund---Papers regarding-- to the Postal
Department --R e c o r d e d.

BACK PAPERS.

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

FURTHER PAPERS.

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

Donnel (his)
C.B. 5/20

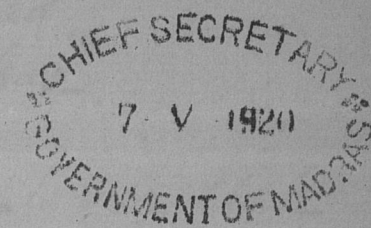
Enclosure 1

14 cables for from
Johnson 26.20 for
2909

~~26.20~~

The Chief Secretary
to Government.

8. 5. 20
Bramley House,
Cokehamund
58 May 20.



I have the honour to enclose a duplicate of an
alternative claim, which I am making against the
Postal Department in respect of the occupation
of my house known as Bramley House -
Upper Flat.

I am hoping that the Postmaster General will see his way to settling the matter on the footing of this alternative claim. The principle of occupation, rather than an agreement made ~~is~~ practically a suggestion of his own, and should therefore meet with his approval.

I have the honour to be,
Sir,

Your obedient servant,

V. A. Coward

✓ 473
Bramley House,
Colacmund-
28 April 20.

The Postmaster General,
Madras Circle
Mount Road,
Madras.



Bramley House - Upper Flat.

I have the honour to inform you that this house has been let for one year from the 1st inst. at a rent of Rs 85 per month. The loss from this date will therefore only be Rs 15 per month for the remaining months. I give a memo at foot showing the full loss caused by the breach of your Agreement, as thus reduced.

As you plead that you had a right to leave the house at the end of four months, it is clear that the rent would have to be adjusted accordingly. The rent which you paid is the rent chargeable when the house is let by the year as your Superintendent was informed, and as the draft agreement showed you. The rent for six months is Rs 160 per month for an ordinary resident; and for three months - though I do not let for so short a period, the rent would not be less than Rs 200 per month; for four months the reasonable rent would be Rs 175 per month. However, considering the period of the year, I shall make a claim for Rs 150 per month for the four months. You have already paid Rs 400, and the balance due is, therefore Rs 200 on your own showing. You will find that this was clearly notified in the correspondence; besides it is the rule in Hill Stations, and probably elsewhere in India. Kindly, therefore, let me know, within say 14 days, whether you are prepared to pay this sum, and also take notice that I shall treat this

this as an alternative claim in any suit that I may file.

I am, therefore, lodging a duplicate of this alternative claim with the Chief Secretary to Government. Personally, I do not see how the claim can be resisted, and the whole matter can doubtless be adjusted in this simple way.

Amount of damage as per original claim.

Two months rent, e.g., February & March @ Rs 100 per month Rs 200-0-0

Six months rent, e.g., from 1st April to 30th Sept @ Rs 15 per m. 90-0-0

Cost of advertisements in Madras Mail, Madras Times, South of India Observer, and Nilgiri Library 114-10-0

Half Gardener's pay for Feb'y, & March @ Rs 6 per month 12-0-0

Rs 416-10-0

I have the honour to be,

Sir,

Your obedient servant,

A. Cowdell.

C.M. 2617

Hoare (mis) Sep

Endorsement 2617-1/13.5.20

Referred to the P.M.
Madras, for remarks.

10/5/20

13/5/20

12.5.20

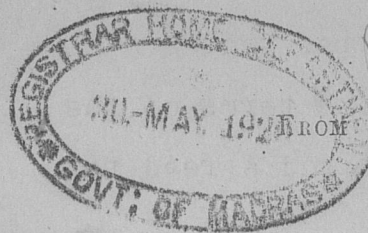
Remuner after one month

To Se 10/5/20 13/5/20
The P.M. G. Madras

(with Current in original
to be returned with reply)

13/5

S. P.
Progs -24.



Post Office.

No. L.R-879.

THE POSTMASTER-GENERAL,

Madras CIRCLE.

To

Number of enclosures

The Chief Secretary, _____
Government of Madras,
Home (Miscellaneous) Department,
Ootacamund.

Dated Mount Road (Madras), the 28 May, 1920.

SIR,

In returning the enclosures received with
your endorsement No. 2617-1, dated the 13th May,
1920, I have the honour to forward for your infor-
mation copies of correspondence noted below which
explains the full facts of the case and to say
that it has been decided to defend any suit which
Mr. A.S. Cowdell may institute.

I have the honour to be,
Sir,

Your most obedient servant,

27-5-1920.

[Signature]
for Postmaster-General.

1. Copy of letter No. L.R-879, dated the 15th
March, 1920, from the Postmaster-General, Madras,
to the Government Solicitor, Madras.

I have the honour to say that in September
last Mr. J.S. Nelson, Superintendent of Post
Offices, Nilgiri Division, agreed with the land-
lord of the building known as the "Bramley House"

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in Ootacamund to take up the upper flat of the house, for his residence and office for a term of one year certain commencing from the 1st October, 1919, on a rent of Rs.100 per mensem and entered into possession on the 10th idem. The terms of the lease, however, were not fully discussed between and agreed to by the parties prior to occupation.

2. On the 13th September the land-lord sent a draft lease to the Superintendent for execution by the Postmaster-General. The Superintendent found that he could not agree to some of the terms and also to the form in which the lease was written as it was different from the one in use by the Department. He informed the land-lord accordingly and desired that the lease might be drawn up in the form used by the Department with suitable modifications. The land-lord was unwilling to do so and demanded lease to be in his own form. The Superintendent referred the matter to me at this stage on the 24th October, 1919. I found that the lease was for a furnished house imposing liability on the tenant for loss or damage caused to articles of furniture, crockery, etc. Further the lease was for a term of one year certain and not revocable at a month's notice like the standard leases of the Department. I therefore objected to the lease and informed the land-lord accordingly.

3. There was just then a change in the personnel of the Superintendent and the present incumbent vacated the building on the 31st January, 1920, after giving the land-lord 15 day's notice ending with the month.

4. The land-lord at first served on me a notice of his intention to take civil proceedings and enforce specific performance of the lease. He, however, subsequently offered to compromise if the Department was willing to pay rent up to the 15th March, 1920.

5. Under the existing rules and practice, the Postmaster-General alone is competent to represent the Secretary of State for India and enter into leases so far as the Post Office is concerned. The Superintendent acted only as a public agent

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in negotiating for the lease and his act should be ratified by the Postmaster-General before it can be binding on the Department. This the land-lord was aware of as the terms of his proposed lease and his subsequent correspondence amply testify. The terms of the lease were in the present case not ratified at all; but, on the contrary, they were objected to by me as soon as they became known to me.

From the enclosed form of ^{lease} ~~leave~~ (P.M.G.8) in use by the Department it will be seen that leases of unfurnished houses alone are taken, that the lease is subject to revocation after a month's notice and that lease is taken for a period ranging from 3 to 5 years. The Superintendent can be presumed to be acting within his authority if he had agreed to accept the lease of a building subject to the usual conditions mentioned above; but he agreed to the lease of a furnished house for a term of one year certain without obtaining my orders.

6. I shall be obliged if you will be so good as to peruse correspondence that passed between me, the lessor, and the Superintendent of Post Offices, Nilgiri Division and favour me with an expression of your opinion in the matter.

1. Copy of a communication No.20, dated the 25th March, 1920, from the Government Pleader, Madras, to the Postmaster-General, Madras.

With reference to your letter No.I.R-879, dated 15th March, 1920, I have the honour to forward herewith my opinion in the matter.

The records received for reference are herewith returned.

OPINION.

I agree with the Postmaster-General's statement

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in paragraph 5 of his letter that Mr. Cowdell was aware of the fact that "the Superintendent acted only as a public agent in negotiating for the lease and his act should be ratified by the Postmaster-General before it can be binding on the Department". Paragraph 3 of his notice implies this. There is thus no complete contract to enforce.

But, ^{I think} apart from this, it could be clear to any person who reads the correspondence that there never was a complete agreement. Only some ^{small} terms were settled and in the hope of other details being settled and being reduced to writing, Mr. Nelson occupied the house. The narrative of Mr. Cowdell in paragraphs 3 and 4 supports this suggestion.

In fine, I am of opinion that the statements of the Postmaster-General in his letter of 10th January, 1920 that the matter never went beyond the stage of negotiation is correct.

I do not think Mr. Cowdell is entitled to any rent for the period subsequent to the vacating of the house by the successor of Mr. Nelson and his claim up to the end of March, 1920 has absolutely no reason or law to justify it.

The threatened suit ought to be defended.

Sd/- V. Ramesam,

Madras, 25th March, 1920.

Government Pleader.

3. Copy of letter No. L.R-879, dated the 26th March, 1920, from the Postmaster-General, Madras, to Mr. A.S. Cowdell, "Bramley House", Ootacamund.

With reference to your letter dated the 22nd March, 1920, I have the honour to say that the Government Pleader, Madras to whom the papers were forwarded agrees with me in thinking that the matter never went beyond the stage of negotiation and that there is no complete contract to enforce.

4. Copy of letter No. L.R-879, dated the 19th May, 1920, from the Postmaster-General, Madras, to Mr. A.S. Cowdell,

"Bramley House"

"Bramley House", Ootacamund.

With reference to your letter dated the 28th April 1920, which was received in this office on the 12th May, 1920, I have the honour to refer you to my letter No. L.R-879, dated the 26th March, 1920.

Docs. accg:-

Letter dated the 5th May, 1920, from Mr. A.S. Cowdell, Ootacamund, to the Chief Secretary to Government together with the enclosure in original.

B.S.

[1917] From Mr. A.S. Conwell 85. 5- 920
 [1917] From Mr. P. M. S. Madras, 10 L.R. 879 of 28.5.20

Lease of Bramley House, 005, to
the Postal Department

For the circumstances explained
 by the P.M.S. on pp 5-9 of
 no action on the part of Govt
 seems to be necessary.
 Mr. Conwell apparently does
 not expect a reply ^{to his letter} nor is one
 necessary. The P.M.S. ^{has} ~~has~~
^{already} ~~has~~ replied to Mr.
 Conwell ^{- page 9 C.F.} ~~on 10.6.20~~. The papers
 may, therefore, be

10.6.20
 10.6.20

Received
 10/6/20

10/6/20

Home (this) Dept.
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10.6.20
 10.6.20

Lease of Bramley House, 005
 Papers re _____ to the
 Postal Department - Records

Recorded
 10/6/20
 10/6/20

[Faint handwritten notes at the top of the left page, including "1892" and "1891"]

[Faint handwritten notes in the middle of the left page, including "The Government of India" and "The Secretary to Government"]

[Faint handwritten notes at the bottom of the left page, including "The Secretary to Government" and "The Government of India"]

When given for copying
When copied
When examined
When signed

192

READ AGAIN G.O. No.
192

DATED

CURRENT No.

ENCLOSURES TO C. No.

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

LETTER OF GOVERNMENT

STATEMENT WITH DITTO.

PAPERS NOT FILLED UP, BEING WANT FOR DESPATCH
IN ORIGINAL.

N.B.—

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