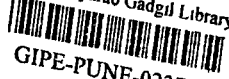


**CITY OF  
BOMBAY IMPROVEMENT TRUST,**

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**Proceedings of the Improvements Committee 1927  
and upto 31st March 1928.**

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**BOMBAY IMPROVEMENT TRUST.**  
**Index to Improvements Committee's Proceedings for 1927**  
**and 3 months of 1928 upto 31-3-1928.**

Heading.	Subject of Resolution.	C. R No	Page.	Compila- tion No.	
<b>A</b>					
Accounts .. ..	<b>Audit objections</b> .. ..	.. Letters No. O. A. 10/337 dated 12th September 1927 and O. A. 10/347 dated 19th September 1927 from the Accountant General, Bombay—Chief Officer to report to the Improvements Committee in a fortnight .. ..	530	614	40
" .. ..	" .. ..	.. Chief Officer's report dated 26th September 1927 referred to Finance and Establishment Sub-Committee for report .. ..	571	668	"
" .. ..	" .. ..	.. Chief Officer's report dated 19th September 1927 referred to Finance and Establishment Sub-Committee for report .. ..	572	671	"
" .. ..	" .. ..	.. Letter from the Examiner Outside Audit No. O. A. 10/356 re payment of Provident Fund to Messrs Bharucha and Matbar—referred to Finance and Establishment Sub-Committee for report .. ..	658	797	"
" .. ..	<b>Balance Sheet</b> .. ..	.. For the half year ending September 1925—recorded .. ..	125	127	40/4
" .. ..	" .. ..	.. As on 31st, March 1926—copy to be forwarded to Board and Government .. ..	497	547	"
" .. ..	<b>Budget</b> .. ..	.. Revised Estimates for 1926-27 and Budget Estimates for 1927-28—consideration postponed .. ..	..	47	48
" .. ..	" .. ..	.. Approved and to be submitted to Board under Section 100 of the Act .. ..	70	52	"
" .. ..	" .. ..	.. Revised Estimate of Revenue adopted at Rs. 81,03,998 .. ..	54	49	"
" .. ..	" .. ..	.. Expenditure at Rs 103,72,273 .. ..	55	49	"
" .. ..	" .. ..	.. Capital Receipts including opening balance at Rs 155,73,817 .. ..	56	50	"
" .. ..	" .. ..	.. Capital Expenditure at Rs. 72,52,294 .. ..	57	50	"
" .. ..	" .. ..	.. Original Estimate of Land Revenue at Rs 50,29,337 .. ..	58	50	"
" .. ..	" .. ..	.. Municipal Contribution at Rs 23,73,000 .. ..	59	50	"
" .. ..	" .. ..	.. Miscellaneous Receipts at Rs 4,50,000 .. ..	60	50	"
" .. ..	" .. ..	.. Expenditure on Estates at Rs. 12,63,803 .. ..	61	50	"
" .. ..	" .. ..	.. Interest and Sinking Fund charges at Rs. 91,35,000 .. ..	62	50	"
" .. ..	" .. ..	.. Opening balance at Rs 83,21,523 .. ..	63	50	"
" .. ..	" .. ..	.. Saleproceeds at Rs 1,02,287 .. ..	64	50	"
" .. ..	" .. ..	.. Loan requirements at Rs 25,00,000 .. ..	65	50	"
" .. ..	" .. ..	.. Land Acquisition at Rs. 14,92,200 .. ..	66	50	"
" .. ..	" .. ..	.. Works at Rs. 15,70,144 .. ..	67	51	"
" .. ..	" .. ..	.. Deficit on General Account on Works adopted at Rs 25,46,466 .. ..	68	51	"
" .. ..	" .. ..	.. Estimated expenditure on Cost of Management and Establishment on Works at Rs. 13,95,600 .. ..	69	52	"
" .. ..	" .. ..	.. Supplementary for 1926-27—consideration postponed .. ..	89	91	"
" .. ..	" .. ..	.. Approved and to be recommended to Board for sanction .. ..	112	112	"
" .. ..	" .. ..	.. (1928-29)—Chief Officer's suggestion to first consult Works Sub-Committee—approve .. ..	650	787	"
" .. ..	<b>Chief Officer to report through the Finance and Establishment Sub-Committee whether it would not be advisable to prepare the budget in the form adopted by the Municipality</b> .. ..	.. Notice of motion by Mr. Hoosenally M Rahumtoola .. ..	430	459	"
" .. ..	<b>Cost of Management and Establishment.</b> .. ..	.. Letter from the Examiner Outside Audit No. O. A. 10/9 dated 7th April 1927—Finance and Establishment Sub-Committee to report .. ..	216	239	40
" .. ..	<b>Excesses over Budget grants for 1925-26.</b> .. ..	.. Approved and Board's sanction to be obtained .. ..	174	201	48/2
" .. ..	" .. ..	.. 1927-28 :—Expenditure in— (a) Scheme No 1—First Nagpada .. .. 2—Princess Street .. .. (b) " " 3—Sandhurst Road— maintenance of S P. sheds at Chowpati .. .. (c) " " 13—Souter Street extension eastwards—expenditure in—			

Heading	Subject of Resolution.	C R. No.	Page	Complia tion No
	<b>A</b>			
<b>Accounts</b>	<b>Audit objection</b>			
	(d) Scheme No 57—Sewri-Wadala—ex- penditure in—			
	(e) „ „ 66—Mahaluxmi—mante- nance of S P sheds at—			
	Board to be recommended to sanction supple- mentary grants	627	746	48/2
	Scheme No 3—Sandhurst Road—Ex- penditure re other Lands and Buildings			
	„ „ 32—East Agripada—mante- nance of S P Sheds —Board to be re- commended to sanc- tion	649	787	„
	„ „ 31—Parel Road—mante- nance of S P Sheds			
	„ „ 43—Parel Road Central— Expenditure on other Lands and Buildings			
	„ „ 47—Parel Road Northern— Expenditure on other Lands and Buildings Board to be recom- mended to sanction	682	833	„
	<b>Extent of audit to be carried out—</b> Examiner's letters No O A 10/407 dated <b>by Government Auditors.—</b> 15th November 1926 and O A 10/243 dated 30th July 1927—Finance and Establishment Sub-Committee to report	480	527	40
	<b>Irrecoverable rents</b> Audit objection by Examiner O A —Finance and Establishment Sub-Committee to re- port	402	432	„
	<b>Letter from the Examiner—</b> Re his remarks on the recovery effected by <b>Outside Audit No O. A</b> Mr Fonseca late Estate Superintendent <b>10/61 dated 15th March 1927.</b> Land Manager's Department from the tenant of Scheme 57, Case 431—reminder recorded	175	201	„
	<b>Letters from the Examiner—</b> Notice of motion by Dr A G Viegas <b>Outside Audit and the Account- tant General received since 31st March 1926 addressed to the Chief Officer and the Com- mittee to be placed on the table.</b>	195	221	„
	<b>Regularising of short postings—</b> Hard lump Cement Account of Scheme 53, <b>by the Engineer's staff in—</b> Foras Road—Finance and Establishment Sub Committee to report	173	204	„
	„ „ „ „ „ Finance and Establishment Sub-Commit- tee's Resolution No 21 of 1927—approved	324	3	„
	„ „ „ „ „ Municipal Test Audit Officer, Mr T H Bard's loan of services to examine Engi- neer's Stores Account—Board's sanction to be obtained	369	392	„
	„ „ „ „ „ Mr T H Bard assumed charge from 18th, July 1927	5	585	46/1
	<b>Provision of a lift in—</b> Notice of motion by Mr L R Tarsee <b>For the year ending 31st March—</b> Consideration postponed	14	480	62
<b>Administrative Offices</b>		413	45	
<b>Administration report</b>				
<b>Agripada East Estate</b>				
<b>(Scheme 32)</b>	Case 118—Shops Nos. 3, 4 & 5.—Draft approved			
	Complaint in respect of the decree obtained by the Trust for recovery of arrears of rent due by the tenant of—applicant's request cannot be complied with and unless arrears are paid decree, would be executed	132	140	104
	Case 156 —Demolition of buildings in—sanctioned	38	28	11
	Agripada garage —Closing down of—Engineer's letter recorded	306	330	
	Encroachment in— —Between plot 15 and Case 67, East Agripada —complaint re nuisance caused by occupa- tion of footpaths and vacant land in Souter Street by Pathans—Chief Officer's report to be awaited	358	382	104
	<b>Mahar chawls</b> —Request for concession in rent in respect of rooms used as "Free Reading Room"— refused	608	728	104/6
	„ „ „ „ „ 329 349	330	350	„
	<b>New Kalapani Chawls</b> —Request for reduction of rent refused	133	141	„
	„ „ „ „ „ Old			
	<b>Peon's chawls</b> —Do—Land Sub-Committee to report Report No 2 of the Land Sub Committee dated 7th April 1927—adopted	205	228	„
	„ „ „ „ „ Secretary, Schools Committee to be inform- ed that no preferential treatment in the ma- tter of rents could be granted as requested	668	804	„

Heading.	Subject of Resolution.	C. R. No.	Page.	Complia- tion No.	
<b>A</b>					
pada East Estate. cheme 32) (North)	Plots 98 & 99 .. ..	—Reduction of extra ground rent sanctioned— rent for quarter ending 10th July 1927 to be at reduced rate .. .. .	266	290	H. F.
" " (South)	Plot 74 .. .. .	—Application for temporary lease accepted .. —C. R. 631/27 modified and temporary tenancy only of 1,000 square yards—sanc- tioned .. .. .	631	748	"
" " " "			692	852	"
" West	Club Road Recreation Club	—Fencing of the maidan situated between Club Back, Reynolds and Rebsch Roads— sanctioned on conditions .. .. .	600	717	"
" " " "		Termination of present agreement and grant of new agreement with names of new Trus- tees—alteration of rule 3 of the Club's rules—sanctioned .. .. .	641	775	"
" " " "	Schedule " D " lands ..	—Resumption of a plot of land for providing a playground for the Morland Road Muni- cipal School—G. R. G. D. No. 5901 dated 13th September 1927—recorded .. .. .	602	719	38/1
" " " "		Chief Officer's acceptance of notice from Government re: resumption .. .. .	7	759	104
" " " "	Plot 22 .. .. .	—Motor garage sanctioned on conditions ..	210	233	38/1
" " " "	" 25, 26 & 27 .. ..	—Modification of user clause in lease .. ..	77	58	H. F.
" " " "	" 85 .. .. .	—Messrs. Pandya & Co., to be informed that there has been no delay on the part of the Trust in completing the lease .. .. .	299	323	"
" " " "	" 100 & 149 .. ..	—Final warning to be given that agreements would be determined and re-entry effected.	301	326	"
" " " "	" " " " .. .. .	—Re-entry sanctioned .. .. .	427	458	"
" " " "	" " " " .. .. .	— " effected .. .. .	5	511	"
<b>B</b>					
cs	Approved list of— ..	—The Allahabad Bank included in the— .. International Banking Corpora—Name changed to "National City Bank of -tion New York"—Finance Sub-Committee's proposal approved .. .. .	256	275	71
wadi Estate cheme 33) men	Plot 8 .. .. .	—Motor garage not permitted .. .. .	124	127	H. F.
bay Time	Supply for the working season—1927-28	—Tender of The Asiatic Petroleum Co.'s accepted .. .. .	335	355	82
d's chawls	Adoption of—by the Board	—Board to be recommended to restore Stan- (T. R. 86/27)—Notice of dard Time .. .. .	490	539	161/1
alo Stables	Rents of tenements in—	Reduction as recommended by the Chief Officer—sanctioned .. .. .	672	825	76
illa Bridge, widen- ; of (Scheme 69)	Unauthorized buffalo stable— in Schemes 5, 6, 57 & 60.	Chief Officer to report whether there are any unauthorised buffalo stables and also to report how many plots he has let out for temporary buffalo sheds, etc.—Proposed the Chairman and earned .. .. .	492	540	"
	Latrine and urinal on Haines— Road.opposite Fire Brigade	Handed over to the Municipality .. ..	1	134	H. F.
<b>C</b>					
ritugal Pumps .. ury Mills Com- ny's Poorer Clas- ' Accommodation cheme 51)	Hire of—to the public ..	—Sanctioned on conditions .. .. .	123	127	46
" " " "	Application dated 10th March—	The application for the alteration of the 1927 from Messrs. C. N. scheme under Section 32 (2) of the Act Wadia & Co., Agents of the would be taken into consideration on pay- Mills. ment of all sums due to the Board .. .. .	165	175	59/2
" " " "	" " " "	—Alteration of Scheme .. .. .	325	345	"
" " " "	Housing Scheme ..	—Lease granted as from 1st April 1927 .. ..	665	803	"
" " " "	Wire fencing around the sou- thern and eastern boundaries of the Indian Broadcasting Co.'s premises in—	Chief Officer's sanction to—.. .. .	7	585	"
rman ..	Improvements Committee for—	Appreciation of the services of Sir Vasantao 1926-27. Anandao Dabholkar .. .. .	..	258	157/1
" ..	" " " "	1927-28.—Dr. K. E. Dadachanji elected as— .. ..	..	258	"
" ..	" " " "	—Sir Vasantao Anandao Dabholkar asked to preside at the meeting held on 21st April 1927 .. .. .	..	256	"
wpati East Estate	Plot 4C .. .. .	—Rent free period of six months allowed ..	389	410	H. F.
" West Estate	" 10 .. .. .	—Conversion of coach houses into motor garages approved subject to conditions .. .. .	10	5	34/1
" " " "	" 15 .. .. .	—Application by tenant Mr. Ramchandra M. Bhat to be allowed to have a nursing home in the building on—Land Sub-Committee to report .. .. .	481	529	H. F.
" " " "	" " " " .. .. .	Report No. 5 of the Land Sub-Committee— adopted .. .. .	576	674	"
" " " "	" 23B .. .. .	—Motor garage sanctioned on conditions ..	678	829	"

Note :—H.F.—Hand File.

Heading	Subject of Resolution.	C. R. No.	Page	Complu- tion No.	
<b>C</b>					
<b>Chowpati West Estate</b>	<b>Plot 25, 30 &amp; 31</b> .. .. .	—Incorporation of covenant in lease to Bombay Bar Gymkhana re personal liability of lessees if they cease to act as Trustees—sanctioned .. .. .	166	178	H. F.
" " "	" 32A .. .. .	—Proposed encroachment allowed subject to payment of premium .. .. .	643	777	"
" " "	" 36A .. .. .	—Handed over to tenant .. .. .	6	240	"
" " "	" 39 & 40 .. .. .	—Application for lease accepted .. .. .	241	260	"
" " "	" " .. .. .	—Relayout sanctioned free of extra rent .. .. .	589	706	"
" " "	" " .. .. .	—Toddy shop permitted on conditions .. .. .	347	370	"
" " "	" " .. .. .	—No action to be taken re removal of toddy shop near Chowpati Market, etc.—Notice of motion by Mr S L Silam .. .. .	379	398	"
" " "	" " .. .. .	—Toddy shop on—No action to be taken on C. R. 347/27 till the Board dispose of the question .. .. .	381	402	"
" " "	" " .. .. .	—T. R. 60/27 to be recorded—C. R. 347/27 to be cancelled and the applicant informed accordingly .. .. .	443	472	"
" " "	<b>Tennis court on</b> .. .. .	—Chief Officer's proposal to let the land to the new Club—sanctioned .. .. .	219	243	"
<b>Coal (Bengal steam good second class) Committee and Sub-Committee meetings</b>	<b>Supply for 1927-28</b> .. .. .	—Tender of Messrs Nuserwanji Ruttonji Nazir & Sons—accepted .. .. .	138	145	82
	<b>Placing of views of a member before the Committee or Sub-Committee if he moves or second a proposition, etc</b> .. .. .	—Notice of motion by Mr. L. R. Tarsae .. .. .	413	442	161/1
<b>Contingencies</b> .. .. .	<b>Stationery and drawing materials</b> —Tender for supply of—during 1927-28 .. .. .		136	143	46/2
<b>Cooperage</b> .. .. .	<b>Charity Football Match in aid of the Gujarat Relief Fund.</b> .. .. .	—Permission to the Western India Football Association to enclose the side opposite the grand stand for the occasion .. .. .	467	513	21
" " "	<b>Fete in aid of the Nursing Association and Sir Leslie Wilson Hospital Fund on.</b> .. .. .	—Permission granted to hold the fete on payment of a nominal rent of Re. 1 .. .. .	453	490	"
<b>Cotton waste</b> .. .. .	<b>Supply of</b> .. .. .	..for 1927-28 .. .. .	139	146	82
<b>Country blasting powder</b>	" " .. .. .	" " .. .. .	134	144	"
<b>D</b>					
<b>Dadar-Matunga Estate (Scheme 5)</b>	<b>Case 333</b> .. .. .	—Grant of five years repairing lease—sanctioned .. .. .	198	223	39/4
" " "	" 505 .. .. .	—Settlement of—Report No 2 of the Land Acquisition Sub-Committee dated 3rd February 1927—adopted .. .. .	99	102	39/3
" " "	" " .. .. .	—Lease in perpetuity sanctioned as recommended by the Chief Officer .. .. .	610	731	"
" " "	<b>Plot 28</b> .. .. .	—Motor garage on— .. .. .	525	593	H. F.
" " "	" 109/114, 122/127 & 130/133— .. .. .	—Re entry effected .. .. .	8	283	"
" " "	" 171 .. .. .	—Motor garages on— .. .. .	224	245	"
" " "	" 291 .. .. .	—Surrender by executors of the deceased building tenant and fresh agreement with Mr. Ranji Latha—sanctioned on conditions .. .. .	96	98	"
" " "	" " .. .. .	—Motor garage on— .. .. .	407	437	"
" " "	" 292 .. .. .	—Application for lease accepted .. .. .	459	499	"
" " "	" 301 .. .. .	" " .. .. .	117	119	"
" " "	" " .. .. .	—Permission for the encroachment of bay windows on the front and side open spaces—Report No 5 of the Plans Sub-Committee dated 2nd June 1927 .. .. .	353	375	"
" " "	" " .. .. .	—In supersession of C R 353/27 encroachment to be allowed if additional ground rent is paid .. .. .	364	387	"
" " "	" " .. .. .	—Motor garages permitted on conditions .. .. .	586	693	"
" " "	" 329— .. .. .	—Application for lease accepted .. .. .	437	465	"
" " "	" " .. .. .	—Report No 4 of the Works Sub-Committee dated 19th October 1927—adopted .. .. .	629	747	"
" " "	" 307 (part of)— .. .. .	—Offer for temporary lease accepted subject to conditions .. .. .	44	38	"
" " "	" 312 .. .. .	—Application for lease accepted .. .. .	545	640	"
" " "	" " .. .. .	—Report No 5 of the Works Sub Committee dated 30th November 1927—adopted .. .. .	684	837	"
" " "	" 342 .. .. .	—Application for lease accepted .. .. .	664	802	"
" " "	" 404 .. .. .	—Leased to Bai Godavaribai widow of Dossa Gopalji—Chief Officer's recommendation approved .. .. .	270	294	"
" " "	" 473 .. .. .	—Re entry—sanctioned .. .. .	225	246	"
" " "	" " .. .. .	— " effected .. .. .	7	283	"
" " "	" 510 .. .. .	—Quarters for Preventive Officers, Customs Department—Chief Officer's recommendation approved .. .. .	349	372	"
" " "	" 516 .. .. .	—Further extension of building period .. .. .	149	159	"

Note.—H.F. = Hand File.

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<b>D</b>				
Dadar-Matunga Estate (Scheme 5)	Plot 762 .. .. —Motor garages and encroachments on open spaces sanctioned subject to conditions ..	331	351	H. F.
" " "	" " .. .. —Existence of filled in tanks in—request for reduction in ground rent and exemption from payment of extra rent for encroachment on open space refused—Rs. 5,500 to be paid to the tenant as compensation .	533	630	"
" " "	" " .. .. —Nominal rent of Rs. 4 to be charged for encroachment .. .. .	548	645	"
" " "	" " .. .. —Request for payment of premium and interest on compensation amount and for adjustment of deposit towards payment of premium .. .. .	693	854	"
" " "	" 772 .. .. —Building period extended to 1st November 1927 .. .. .	363	385	"
" " "	" 780 .. .. —Motor garages on— .. .. .	9	5	"
" " "	" 782/785 .. .. —To be leased to the Trustees of the Parsi Panchayat Funds and Properties—Land Sub-Committee to report—one of the Panchayat Trustees also to attend if the Panchayat so desire .. .. .	442	471	"
" " "	" " .. .. Report No. 3 of the Land Sub-Committee dated 24th August 1927 adopted .. .. .	494	541	"
" " "	" " .. .. —Fixing of maximum rent for the building on— .. .. .	598	714	"
" " "	" 787 .. .. —Further variation of layout sanctioned on conditions .. .. .	93	95	"
" " "	" 788 .. .. —Fixing of maximum rent for the building on— .. .. .	423	451	"
" " "	" 790 .. .. —Revised layout of— .. .. .	590	708	"
" " "	" 791 .. .. —Fixing of maximum rent for the buildings on— .. .. .	476	522	"
" " "	" 797 .. .. —Relayout, etc.—sanctioned .. .. .	120	121	"
" " "	" " " .. .. —Request to be allowed to increase the depth of the building by 10 feet (in the rear) free of cost—sanctioned .. .. .	199	224	"
" " "	Plot 801 .. .. —Motor garages sanctioned on conditions ..	92	94	"
" " "	" " .. .. —Fixing of maximum rent for the building on—	424	451	"
" " "	" 807 .. .. —Application for lease accepted .. .. .	146	158	"
" " "	" 809 & 815/816 .. .. —Let for the Presidency Magistrate's Court at Dadar—Government to be allowed to continue on monthly tenancy .. .. .	549	646	"
" " "	" 811/814 .. .. —Change of user .. .. .	185	214	"
" " "	Land occupied temporarily by lessees for storage of materials. —Revision of ground rent charged for— ..	596	713	39/2
" " "	Septic tanks land around .. .. —Lease granted on conditions .. .. .	32	25	"
" " "	" " and filter beds in—Complaints from the Secretary, Indian Education Society Dadar—referred to Works Sub-Committee for consideration and report after getting Mr. J. A. Mitchell's report ..	245	266	39
" " "	" " " " " —Honorary Secretaries, Parsi Zoroastrian Anjuman, to be informed that the matter is receiving attention .. .. .	298	322	"
" " "	" " " " " —Report No. 3 of the Works Sub-Committee dated 28th June 1927 approved and further report to be awaited .. .. .	399	425	39
" " "	Staff quarters at— .. .. —Rents for 2nd floor to be same as for two room tenements on the 1st floor .. .. .	247	267	39/10
" " "	Three room tenements (Staff quarters at Matunga) —Complaints by certain tenants of—estimate of Rs. 1,750 for raising and paving of foot-paths in front and for laying out of the two open spaces as gardens sanctioned—Chief Officer to further report re: lighting of staircases, passages and rooms—request to provide iron bars or X.P.M. on 1st floor—refused .. .. .	451	487	"
" " "	" " " " " —Board's sanction to be obtained for meeting excess expenditure in respect of providing eternal weather shades .. .. .	569	665	"
" " "	Unauthorised buffalo stables in—Chief Officer's report dated 31st October 1927 with reference to C. R. 492/27—recorded .. .. .	613	737	39/2
" (North) Estate (Scheme 6).	Experimental station— —Railway Company to be asked to provide one station on the Mahim Chord Railway as suggested by the Chief Officer .. .. .	469	516	65
" " "	Plots A & B .. .. —Handed over to tenants .. .. .	7	721	115
" " "	" 57, 58 & 65/79 .. .. —Plots originally agreed to be leased to the Bombay Hindu Co-operative Housing Society Ltd.—Request not to increase rent—Chief Officer's recommendation approved .. .. .	694	855	H. F.

Note :—H.F.—Hand File.





Heading.	Subject of Resolution.	C. R. No.	Page.	Compilation.
<b>E</b>				
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" "	" " .. ..	107	109	"
" "	Late Sub-Engineer ..	566	663	"
" "	" " " .. ..	636	768	"
" "	" " " .. ..	110	110	"
" "	" " " .. ..	180	20	"
" "	" " " .. ..	Kolis' meeti referred to C. R. 105/26)		
" "	" " " .. ..	in—accepte the southern Chief Offi Commissione		
" "	" " " .. ..	and Sub-Comm		
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**'SCHEMES REFERRED TO IN THE  
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5	Dadar-Matunga.
6	Sion-Matunga (also Dadar-Matunga North).
7	Colaba Reclamation.
8	Mandvi-Koliwada.
9	Sankli Street.
10	Plot South of Crawford Market.
11	Agripada (West).
12	Connaught Road.
13	Souter Street extention (eastwards.)
14	Nagpada, Police Accommodation.
16	Wodehouse Road Police Accommodation.
17	Duncan Road           "           "
18	Shepherd Road       "           "
19	Agripada               "           "
20	Wellington Lines.
21	Wodehouse Road.
22	Hornby Road.
23	Connaught Road, Police Accommodation.
24	Princess Street       "           "
25	Gamdevi               "           "
27	Mathew Road.
29	Nowroji Hill.
30	Souter Street extention (westwards.)
31	Parel (Lalbaug and Suparibaug).
32	Agripada (East.)
33	Bhatwadi.
34	Lamington Road Police Accommodation.
35	Sandhurst Road, West Police Accommodation.
36	Lamington Road.
37	Sydenham Road.
39	Sandhurst Road East Police Accommodation.
40	Byculla Police Accommodation.
41	Undria Street.
42	Spring Mills Poorer Classes Accommodation.
43	Parel Road (Central).
44	Maharbaudi Police Accommodation.
45	Palton Road         "           "
46	Naigaum               "           "
47	Parel Road (Northern).
48	Mahim Police Accommodation.
49	Nepean Sea Road Reclamation.
50	Mazagon Road.
51	Century Mills Poorer Classes Accommodation.
52	Worli.
53	Foras Road.
54	Kolbhatwadi.
55	Chinch Bunder Road Police Accommodation.
55A	Mazagon Police Accommodation.
56	Dharavi.
57	Sewri-Wadala.
58	Worli-Extention.
59	Sewri-Koliwada.
60	Naigaum.
61	Ferguson Road.
62	Love Lane.
63	Kingsway Police Accommodation.
65	David Mills Poorer Classes Accommodation.
66	Mahaluxmi.
67	Naigaum (Armed and Recruits) Police Accommodation.
68	Worli Police Accommodation (abandoned).
69	Byculla Bridge Widening.
70	Police Accommodation at Arthur Road.
71	Chowpati West (part of).

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	" " " " ..	Handed over charge of office to Mr. J. T. Burge .. ..	1	239	"	
	" " " " ..	Letter from the Examiner, Outside Audit No. O. A. 10-356 re : payment of Provident Fund to—referred to Finance and Estab- lishment Sub-Committee for report .. ..	658	797	"	
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	" " " " ..	Petition to be forwarded to Board with the recommendation that Mr. Narsinham be informed that the matter had been fully considered and nothing further could be done .. ..	176	203	"	
	Surveyor .. ..	—Writer, Mr. E. E.—Grant of leave preparatory to retirement and payment of gratuity thereafter .. ..	106	108	"	
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	" Assistant " ..	—Vakde, Mr. B. S.—Payment of Provident Fund including Trustees' contribution to—con- sideration of Chief Accountant's note to be postponed till Provident Fund Rules are sanctioned .. ..	281	305	"	
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" " "	Junior Clerk— .. ..	Bhandup, Mr. M. H.—Payment of Trustees' contribution with interest to— .. ..	388	410	84	
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" " "	" " " "	Received charge of office from Mr. N. T. Chawathey ..	2	239	"
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" " "	" " " "	Appreciation of services as acting Secretary and Chief Accountant ..	16	206	"
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" " "	" " 2 ..	3rd February 1927 re Engineer's Department ..	81	81	"
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" " "	" " 6 ..	Dated 13th May 1927—Asking Improvements Committee to report why certain new posts, higher appointments and changes of designation were sanctioned ..	312	334	16/11
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" " "	" " 16 " " " " " 20th June 1927 re: grant of leave with permission to work elsewhere and provident fund to Mr. Nadurshaw, Assistant Engineer ..	385	408	1/1
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" " "	" " 19 " " " " " 13th July 1927 re: Case 7, Scheme 43, Aga Building ..	420	448	128/4
" " "	" " 20 " " " " " 21st July 1927 re: Loan of 1927-28 ..	430	465	H. F.
" " "	" " 21 " " " " " 27th February 1927 re: application from Laxman Ragho Hamal, Estates and Valuation Department for some contribution from Trust Funds ..	449	483	1/2
" " "	" " 22 " " " " " 27th February 1927 re: Dr. Viegas' notice of motion on percentage of cost of collection on amounts collectable and actually collected during the last 10 years ..	450	484	161/1
" " "	" " 23 " " " " " 2nd August 1927 re: Revision of grade of the Trust Architect ..	463	508	1/1
" " "	" " 24 " " " " " 2nd August 1927 re: Insurance of Trust properties ..	464	508	161/1
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" " "	" " 27 " " " " " 4th October 1927 re: Loan of 1927 ..	565	660	"
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" "	Nariman, Mr. K. F. .. —Application for leave of absence from meetings till his case in the Police Court is over—sanctioned .. .. .	619	741	"
" "	Saklatwala, Mr. S. D. .. —Elected by the Millowners' Association vice Mr. C. N. Wadia, C.I.E., resigned—appointed to serve on Finance and Establishment Sub-Committee .. .. .	222	244	"
" "	Spence, Sir Reginald .. —Elected by the Bombay Chamber of Commerce vice Mr. Harry T. Gorrie resigned—appointed to serve on Finance, Establishment and Land Sub-Committee .. .. .	194	220	"
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" "	" " " "	—Reduction in rate of interest on loan raised in 1921-22 and revised programme of repayment—Finance and Establishment Sub-Committee's resolution No. 48—adopted .. ..	321	341	
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" "	" " " "	—Payment of bill from Messrs. Merwanjee & Sons for Rs. 4,375 for negotiating renewal of loan with the Imperial Bank—sanctioned .. ..	294	316	
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.. ..	.. ..	.. Rs. 25 lakhs Loan of 1927-28—Board to be recommended to sanction payment of Rs. 13,000 to meet the expenses of— ..	553	649	..
.. ..	.. ..	.. Report No 27 of the Finance and Establishment Sub-Committee dated 4th October 1927 adopted and to be forwarded to the Board for information ..	565	660	..
.. ..	.. ..	.. Payment of brokerage to Messrs. Mulraj & Co. ..	584	690	..
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.. ..	Resolution re : Rs. 25 lakhs loan— to be rescinded.	.. .. ; .. ; .. ; .. ; ..	20	461	..
.. ..	Board be recommended to raise a Rs. 25 lakhs loan at Rs. 4% etc.	.. .. ; .. ; .. ; .. ; ..	435	461	..
Lane (Scheme 62)	Chawl No. 2—Room No. 21	—Request for provision of free electric light for the free reading room opened by the Depressed India Association, in—Trust to bear installation cost and consumption cost to be borne by the association ..	599	716	149/6
.. ..	Chawls .. ..	—Reduction of rent of—Report No. 2 of the Land Sub-Committee dated 7th April 1927—adopted ..	205	228	..
.. ..	.. (Block 1) ..	—Complaint from tenants re : shop No. 7—Committee are of opinion that the shop creates no nuisance ..	339	361	..
.. ..	.. ..	—Sanction to payment of extra items to contractors, Messrs. J. C. Gammon ..	368	392	..
.. ..	.. ..	—Reduction of rents and provision of light in the gangway—lights on staircases and water pipes to be put up at once—lighting of passages and other places referred to Land Sub-Committee for report ..	391	416	..
.. ..	.. ..	—Engineer's proposals and estimate amounting to Rs. 277 approved ..	409	440	..
.. ..	.. ..	—Electric lighting arrangements at—Tender of Messrs. P. Patel & Co. accepted ..	456	492	..
.. ..	.. ..	—Consideration postponed and in the meanwhile Chief Officer to ascertain from the Municipal Commissioner the reasons for deficiency and request the Commissioner to take steps to improve the water supply ..	536	632	..
.. ..	.. ..	—Request by the Hon. Secy, Depressed India Association, for concession in rent in respect of rooms used as free reading room—refused.	608	728	..
.. ..	.. ..	—Complaint re : water supply to 3rd floor—Chief Officer's further report awaited ..	653	789	..
<b>M</b>					
aluxmi cheme 66).	Work Order in favour of Messrs. the Tata Construction Co., Ltd., No. 6 Bk No. 88 for Rs. 4,450.	.. ..	79	60	46/3A.
.. ..	Plot A, Schedule C lands.	—Mr. Sakraji Bapuji's offer of Rs. 4,100 for right of cultivation in—accepted ..	264	288	64
.. ..	Share of Government towards	..—G R. G. D. No. 4440 dated 4th November 1927 ..	636	844	47/1
rial Survey	Grant for—	.. Payment of Ra. 2,500—sanctioned ..	375	394	40

Note:—H. F.—Hand File.

Heading.	Subject of Resolution.	C. R. No.	Page.	Com- to N
<b>M</b>				
Mandvi-Koliwada (Scheme 8)	Chawls .. .. . Reduction of rents of shops and godowns in—	522	592	8
Map of the Island of Bombay	Write off from Engineer's register of 210 printed copies of—	7	343	4
Marine Lines Estate	Plot 4 .. .. . Additions and alterations to the building on—	141	149	2
" " "	" 18 .. .. . Proposed 3rd storey to the servants' quarters of the building on—sanctioned on conditions .. .. .	34	26	
" " "	" 20 .. .. . Extension of the General Office building of the B. B. & C. I. Ry. Co., on—G. R., G. D., No. 5112 dated 22nd November 1926 approving plan .. .. .	5	22	
" " "	" " .. .. . Plans of guard room—G. R., P. W. D., No. 727/27, dated 20th September 1927 approving .. .. .	6	720	
Marine Lines Maidan	Site occupied by dust bin carts on Mayo Road opposite the Queen's Statue. —Sanction for fencing, etc. .. .. .	33	25	
" " "	Temporary occupation of— .. Resumption by Government on the occasion of the visit of their Majesties the King and Queen of Afghanistan .. .. .	635	763	
" " "	" " " .. Complaint re : occupation of maidan by troops —Committee think that sufficient precautions against nuisance have been taken .. .. .	690	850	
Mathew Road Estate (Scheme 27)	Plots 10/11 .. .. . Motor garages on north of plot 10 and between plots 10 and 11, permitted on conditions and that on south of plot 11 not allowed .. .. .	129	136	
" " "	" 13-14 .. .. . Underground petrol tank sanctioned subject to conditions .. .. .	440	469	
Mazagon (Scheme 50)	Case 7 .. .. . Erection of temporary sheds on—plans to be reported on by Works Sub-Committee .. .. .	567	664	
" " "	" " .. .. . Division into two plots and grant of two separate leases—sanctioned on conditions .. .. .	699	862	
" " "	" 12 .. .. . 8 temporary garages allowed subject to conditions .. .. .	348	371	
" " "	Chawls— .. .. . Accommodation for Haj Pilgrims—320 rooms to be placed free of rent at the disposal of the Pilgrims Committee for accommodating pilgrims—Additional expenses of sweeping, etc., to be met by the Pilgrims Committee. .. .. .	217	242	1
" " "	" .. .. . Reduction of rents as per Chief Officer's note dated 25th April 1927 .. .. .	248	267	
Meetings	.. All motions, resolutions and amendments on which votes are taken should be written and read out before votes are taken—	432	460	1
Menial Staff	.. Clothing given to—to be according to Municipal scale. .. .. . L. R. Tairsee .. .. .	412	441	
" " "	.. Housing biggaries, etc., employed by the Trust (C. R. 257/26) —Chief Officer's report—recorded .. .. .	275	300	1
Monsoon repairs	Repairs to acquired buildings, permanent chawls, etc. —Tender of Messrs. Haji Dada Suleman and Daya Lakha—accepted .. .. .	273	296	
Motor Cars	.. Cars maintained by Trust— .. Report No. 13 of the Finance and Establishment Sub-Committee dated 9th May 1927 adopted and schedule to be corrected .. .. .	319	338	1
Motor Lorry Garage	.. Profit and Loss Account for 1925-26. —Recorded—loss to be distributed proportionately over schemes benefited by treating as cost of depreciation .. .. .	164	174	
Mumbra Sand Contract	Letters from Messrs. the Sand and Shingle Supply Co. —Works Sub-Committee to report .. .. .	365	390	P
" " "	Contract with Messrs. N. Purushottam & Co. —Report No. 2 of the Works Sub-Committee dated 28th June 1927—adopted .. .. .	398	424	
Municipal bye-election.	A Ward .. .. . Committee's instruction re : distribution of votes .. .. .	14	34	
<b>N</b>				
Naigaum Estate (Scheme 60).	Cases 4 & 6 .. .. . —Application for temporary lease accepted on conditions .. .. .	91	93	
" " "	" 8 .. .. . —Suit for ejectment to be filed against claimants. .. .. .	697	860	
" " "	" 9 (part) .. .. . —Grant of temporary lease to the Y. M. C. A. for 3 years .. .. .	272	295	
" " "	" 69A .. .. . —Fresh rent contract with Mr. Chapra for front chawls from 1st December 1926 and refund to him of Rs. 200 .. .. .	406	437	
" " "	Plot A (opposite Kohinoor Mills) Change of user permitted on conditions .. .. .	97	99	
" " "	Plot E (at the junction of roads 7 & 13). Application for temporary lease accepted .. .. .	75	55	
" " "	" 12A .. .. . —Suit to be filed in High Court to recover arrears of rent .. .. .	390	411	

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gaum Estate Scheme 60)	Plot 48A .. .. —Offer of Bombay Telephone Co., to lease accepted on conditions .. ..	380	401	147/4
"	Development of north-east portion of— —Proposal sanctioned and application from the Bombay Electric Supply and Tramway Co., for a site for static Sub-station— accepted .. ..	228	249	147
"	Unauthorised buffalo stables in— —Chief Officer's report dated 31st October 1927 with reference to C. R. 492/27—recorded.	613	733	141/2,
Honal Baby Week	Bombay Centre .. .. —Trust to spend Rs. 500 for hire of space for advertisements and Rs. 250 for preparation of models .. ..	13	7	H. F.
of motion by	Batilwala, Dr. S. S. .. —Re: Recreation grounds for children, etc., (C. R. 215/26) Chief Officer's report ..	23	14	161/1
"	Dabholkar, Sir V. A. .. —Re: Grant of leave before retirement to Mr. M. S. Bharucha, late Land Manager sanctioned under C. R. 39/27 to be rescinded and only 6 months leave be given from 1st April 1927 and the Board to be recommended to sanction extension of service for that period .. ..	88	86	"
"	" " " .. —Re: T. R. 37/27 stating that Juniors should be asked to go first before Seniors—Board to be recommended to add "so far as efficiency permits" to their resolution ..	563	657	"
"	" " " .. —Re: Brokerage for disposal of Trust plots—carried .. ..	687	845	"
"	" " " .. —Re: Correction in the original proceedings of the Committee meeting dated 22nd November 1927 by a member of the Committee after same had been approved by the Chairman—permitted to be withdrawn ..	26	845	"
"	Horniman, Mr. E. G. .. —Re: Fixing of Improvements Committee meetings—carried .. ..	662	799	"
"	Nelson, Mr. W. H. .. —Re: Appointment of 3 Sub-Committees viz., Establishment Land and Works in place of the present Sub-Committees—carried ..	491	539	"
"	" " " .. —Chief Officer's report re: reduction in the Number of Sub-Committees—consideration postponed .. ..	495	542	"
"	" " " .. —Reduction of Sub-Committees to 3 .. ..	510	575	"
"	Rahimtoola, Mr. Hoosenally M.—Re: Submission of monthly statements of reports pending with the Chief Officer called for by the Committee and references pending before Sub-Committees—carried ..	197	221	"
"	" " " .. —Re: rate at which Provident Fund money should be remitted to England (T. R. 49/27) —Finance and Establishment Sub-Committee to report .. ..	259	276	"
"	" " " .. —Secretary's note with 2 statements—recorded .. ..	261	281	"
"	" " " .. —Re: Revision of the grade of the Trust Architect—carried as amended by Dr. A. G. Viegas ..	414	442	"
"	" " " .. —Report No. 23 of the Finance and Establishment Sub-Committee dated 2nd August 1927—adopted and the Schedule to be amended accordingly .. ..	463	508	"
"	" " " .. —Re: Preparation by the Chief Officer of a gradation list as in the Corporation carried.	415	442	"
"	" " " .. —Re: The Chief Officer be requested to report through Finance and Establishment Sub-Committee whether it would not be advisable to prepare the Trust Budget for next year in the form adopted by the Municipality—carried .. ..	430	459	"
"	" " " .. —Re: Chief Officer be requested, before raising new loan, to consult Finance and Establishment Sub-Committee whether Loan is at all necessary and whether a small amount as 10 lakhs would not be enough .. ..	431	459	"
"	" " " .. —Re: Chief Officer to be asked to report the condition of Worli Road, etc.—carried ..	503	551	"
"	" " " .. —Re: Chief Officer to be asked to report re: method of asphaltting roads, by the Municipality and the Trust and whether it would not be advisable for both bodies to adopt the same method carried .. ..	504	552	"
"	" " " .. —Re: Chief Officer to be requested to expedite report re: condition of Parel Road generally and also whether the same conditions prevail on the whole length of roads between J. J. Hospital to Matunga—carried ..	505	552	"
"	" " " .. —Chief Officer's report dated 15th September 1927—recorded .. ..	570	667	"

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Map of the Island of Bombay	Write off from Engineer's regis- ter of 210 printed copies of—	Sanctioned .. .. .	7	343	4
Marine Lines Estate	Plot 4 .. .. .	..Additions and alterations to the building on—	141	149	2
" " "	" 13 .. .. .	..Proposed 3rd storey to the servants' quarters of the building on—sanctioned on condi- tions .. .. .	34	26	
" " "	" 20 .. .. .	..Extension of the General Office building of the B. B. & C. I. Ry. Co., on—G. R., G. D., No. 5112 dated 22nd November 1926 ap- proving plan .. .. .	5	22	
" " "	" " .. .. .	..Plans of guard room—G. R., P. W. D., No. 727/27, dated 20th September 1927 approving .. .. .	6	720	
Marine Lines Maidan	Site occupied by dust bin carts on Mayo Road opposite the Queen's Statue.	Sanction for fencing, etc. .. .. .	33	25	
" " "	Temporary occupation of—	..Resumption by Government on the occasion of the visit of their Majesties the King and Queen of Afghanistan .. .. .	635	763	
" " "	" " "	..Complaint re : occupation of maidan by troops —Committee think that sufficient precau- tions against nuisance have been taken ..	690	850	
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" " "	" 13-14 .. .. .	..Underground petrol tank sanctioned subject to conditions .. .. .	440	469	
Mazagon (Scheme 50)	Case 7 .. .. .	..Erection of temporary sheds on—plans to be reported on by Works Sub-Committee ..	567	664	
" " "	" " .. .. .	..Division into two plots and grant of two separate leases—sanctioned on conditions ..	699	862	
" " "	" 12 .. .. .	..8 temporary garages allowed subject to condi- tions .. .. .	348	371	
" " "	Chawls—	..Accommodation for Haj Pilgrims—320 rooms to be placed free of rent at the disposal of the Pilgrims Committee for accommodating pilgrims—Additional expenses of sweeping, etc., to be met by the Pilgrims Committee.	217	242	1
" " "	" .. .. .	..Reduction of rents as per Chief Officer's note dated 25th April 1927 .. .. .	246	267	
Meetings	.. All motions, resolutions and amendments on which votes are taken should be written and read out before votes are taken—	Notice of motion by Mr. G. A. Thomas ..	432	460	1
Menial Staff	.. Clothing given to—to be according to Municipal scale.	" " " " L. R. Tairsee ..	412	441	
" " "	.. Housing biggaries, etc., employ- ed by the Trust (C. R. 257/26)	—Chief Officer's report—recorded .. ..	275	300	1
Monsoon repairs	Repairs to acquired buildings, permanent chawls, etc.	—Tender of Messrs. Haji Dada Suleman and Daya Lakha—accepted .. .. .	273	296	
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Mumbra Sand Con- tract	Letters from Messrs. the Sand and Shingle Supply Co.	—Works Sub-Committee to report .. ..	365	390	
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" " "	" 69A .. .. .	—Fresh rent contract with Mr. Chapra for front chawls from 1st December 1926 and refund to him of Rs. 200 .. .. .	406	437	
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"	Neilson, Mr. W. H. .. —Re: Appointment of 3 Sub-Committees viz., Establishment Land and Works in place of the present Sub-Committees—carried ..	491	539	"
"	" " " " .. —Chief Officer's report re: reduction in the Number of Sub-Committees—consideration postponed .. ..	495	542	"
"	" " " " .. —Reduction of Sub-Committees to 3 .. ..	510	575	"
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"	" " " " .. —Re: The Chief Officer be requested to report through Finance and Establishment Sub-Committee whether it would not be advisable to prepare the Trust Budget for next year in the form adopted by the Municipality—carried .. ..	430	459	"
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	<b>N</b>			
Notice of motion by..	Viegas, Dr. A. G.	..Re: Reduction of staff (T. R. 54/27)—Finance and Establishment Sub-Committee to report—any member from Works Sub-Committee may be co-opted ..	295	317
" " " "	" " "	..Re: Worli Koliwada and Worli Point (Scheme 58) withdrawn on Chief Officer saying that a report would soon be made by the Sub-Committee concerned ..	12	318
" " " "	" " "	..Re: Work of development and disposal of land could not be transferred to the Engineer's Department from the newly created Estates and Valuation Department—lost..	13	318
" " " "	" " "	..Re: New posts, etc. (T. R. 52/27)—Report No. 6 of the Finance and Establishment Sub-Committee dated 13th May 1927—Chief Officer's note to be forwarded to Board for being recorded ..	312	334
" " " "	" " "	..Re: Economy to be effected in amount set apart for conveyance allowances for 1927-28 other than those recommended by the Chief Officer—dropped as Dr. Viegas was absent ..	29	342
" " " "	" " "	..Re: Percentage of cost of collection on amounts collectable and actually collected during the last 10 years—Chief Officer's note dated 29th June 1927 referred to the Finance and Establishment Sub-Committee for report ..	395	422
" " " "	" " "	..Re: Supersession in the permanent subordinate staff of the Trust—Chief Officer's Report dated 7th July 1927—consideration postponed ..	425	457
" " " "	" " "	..Recorded ..	447	480
" " " "	" " "	..Report No. 22 of the Finance and Establishment Sub-Committee dated 27th July 1927 adopted and Chief Officer's note recorded ..	450	484
" " " "	" " "	..Re: Loan and payment of interest thereon—Finance and Establishment Sub-Committee for report ..	433	460
" " " "	" " "	..That the Chief Officer be requested to report after seeing Trust Brokers or write the Trust Brokers to attend Sub-Committee re: raising of Trust Loan—Finance and Establishment Sub-Committee for report..	434	461
" " " "	" " "	..That the resolution passed this day re: 25 lakhs loan be rescinded—not moved ..	20	461
" " " "	" " "	..That the Board be recommended to raise a loan of Rs. 25 lakhs at 4 per cent. with a minimum issue price of Rs. 84 fixed and subject to other conditions—referred to Finance and Establishment Sub-Committee for report ..	435	461
" " " "	" " "	..Re: Filing of the post of Dy. Estate Agent—Finance and Establishment Sub-Committee to report ..	517	584
" " " "	" " "	..Re: Specific duties of officers in the Engineering Department—lost ..	9	594
" " " "	" " "	..Re: Messrs. B. G. Horniman and S. L. Silam to be called to attend Finance and Establishment Sub-Committee if other members are unable to attend—ruled out of order ..	10	594
" " " "	" " "	..Re: Asking Chief Officer to expedite his report on letter No. O. A. 10-9 dated 7th April 1927 from the Examiner Outside Audit re: high cost of Management and Establishment ..	527	595
" " " "	" " "	..Re: Percentage of the Cost of Management and Establishment ..	542	636
" " " "	" " "	..Re: Grant of bonus to Mr. D. N. Desai, Clerk, Engineer's Department—lost ..	..	658
" " " "	" " "	..That: Chief Officer be asked to report whether any portion of land in Scheme 56 was filled for Government—dropped for want of seconder ..	17	685
" " " "	" " "	..Re: Chief Officer be asked to report whether any portion of land in Dharavi Scheme was filled in at the request of Government and if so on what terms ..	603	710
" " " "	" " "	..Re: Staff on the Secretary's side and Accountant's sides of the Secretary and Chief Accountant's Department ..	688	845
" " " "	" " "	..Re: Granting of increments to employees in the Engineer's Department—lost ..	28	846

Heading.	Subject of Resolution.	C. R. No.	Page.	Compilation No.	
<b>N</b>					
Wrojl Hill Estate (Scheme 29)	Plot 11A .. ..	—Request for reduction of ground rent—refused .. ..	532	628	98/2
" " " "	" 26 .. ..	—Rent commuted .. ..	521	588	H. F.
" " " "	" 88 .. ..	—President, Gate of Mercy Synagogue, to be informed that the plot could be let at Rs. 60 per square yard with free building period of 2 years .. ..	143	153	"
" " " "	" " .. ..	—Request for withdrawal of offer and refund of deposit—Deposit forfeited and offer sanctioned in C. R. 143/27 cancelled .. ..	642	776	"
" " " "	" 113 (Case 327) .. ..	—Handed over to the tenant .. ..	6	36	115
" " " "	" " " "	—Proposed temple on—variation of agreement and building rules .. ..	151	161	H. F.
" " " "	" " " "	—Proposal to carry the drainage through plot No. 114 to the Street sewer—Report No. 6 of the Plans Sub-Committee dated 2nd June 1927—adopted .. ..	354	376	"
" " " "	" 114 .. ..	—Consideration of the application for lease postponed till the return of Dr. R. V. Patel to Bombay .. ..	262	286	"
" " " "	" " .. ..	—Application for lease accepted on conditions .. ..	606	726	"
" " " "	" 138 .. ..	—Storage tank and pump shed on reserved open space sanctioned subject to conditions .. ..	12	6	"
" " " "	" B-1 .. ..	—Temporary lease of— .. ..	193	220	64A.
" " " "	Dongri Quarry .. ..	—Offer of Mr. Hassanally Keshavji for purchase of No. 2 metal—accepted .. ..	134	141	98/7A.
" " " "	" " .. ..	—Offer of Mr. Aga J. Baroni for purchase of metal—accepted .. ..	159	169	"
" " " "	" " .. ..	—Rates quoted by Mr. Lakshman Mahadeo under classification A accepted .. ..	186	215	"
" " " "	" " .. ..	—Proposed sliding scale for sale of quarry materials—approved .. ..	202	226	"
" " " "	" " .. ..	—Supply of quarry materials to the Bombay Municipality for 1927-28 .. ..	307	330	"
" " " "	" " .. ..	—Rates for quarry materials offered by Messrs. Nagshi and Jivraj—sanctioned .. ..	543	639	"
" " " "	" " .. ..	—Dress set stones—offer of Messrs. Rasulji Rajbhai & Co. .. ..	604	723	"
" " " "	" " .. ..	—Sale of quarry materials—sanctioned .. ..	632	750	"
" " " "	Removal of hill in—	—Profit and Loss account for 1925-26—recorded .. ..	334	354	"
" " " "	Chinchbunder chawls—	—Reduction of rents of— .. ..	597	714	"
<b>P</b>					
Wrojl Hill Estate (Scheme 31)	Land at Parel Chawl Road	—Offer of temporary lease—accepted .. ..	582	687	64A.
" " " "	Parel Chawl Road—plots B, D & E.	—Rents of plots D & E alone reduced .. ..	695	857	"
" " " "	Parel Road Estate	—Parel Road near Chunam Kiln Lane at plots 139-145—revocable license granted to lay a service cable for the premises on conditions .. ..	422	450	103
" " " "	Right of cultivating land in—	—Offer of Bai Bimabai of Rs. 4,000—accepted .. ..	366	390	64
" " " "	Schedule C lands in—	—Resumption of a portion for street improvement by the Bombay Municipality .. ..	578	682	103
" " " "	" " " "	—Do. acceptance of notice from Government re: resumption .. ..	9	759	"
" " " "	" " " "	—Resumption of a portion for providing playground and professors' quarters for Seth Gordhandas Sunderdas Medical College—G. R. G. D. No. 5901-B dated 13th September 1927 .. ..	579	683	"
" " " "	" " " "	—Do. acceptance of notice from Government re: resumption .. ..	8	759	"
" " " "	Site for proposed hospital Plots 1 & 2 .. ..	—Negotiations to be continued .. ..	678	828	"
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" " " "	" " " "	—Repairs to the staircase of— .. ..	509	573	"
" " " "	" " " "	—Tender of Messrs. Gagrat Marker & Co., for converting basket system water closets into water carriage system .. ..	20	13	"
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Note :—H. F.—Hand File.

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" " "	" 3 (Case 125) .. .. —Handed over to tenant .. ..	6	36	,
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" " "	" 18 .. .. —Offer for temporary lease for 5 years—accepted .. ..	322	341	(
" " "	" 22 .. .. —Application for temporary lease of a portion of—accepted .. ..	520	587	]
" " "	" A— .. .. —Situated at the junction of Parel Chawl and Kalachowki Road—Rent to be reduced on conditions .. ..	696	859	
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" " "	Guzri Bazar Market .. .. —Rents charged to stall holders—T. R. 51/27 Chief Officer's report dated 4th August 1927 recorded and to be forwarded to Board for information .. ..	485	510	
" " "	Plot of land near Guzri Bazar Market. —Offer for a 5 years' lease accepted .. ..	419	448	
" " "	Case 63 (Guzri Bazar Market). —Auction sale of right of collecting rents for one year from 1st April 1927—Mr. Syed Mukkram Purzada's bid of Rs. 467 per month accepted .. ..	131	138	
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Note :—H, F.=Hand File,

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" " "	Objection to the proposed acquisition of a temple in— Temple not to be interfered with—Estate Agent's report to be awaited .. ..	345	365	"
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" " "	Asphalt and Flux oil— —Supply of—during 1927-28 .. ..	105	207	82
" " "	Kerosene Oil .. .. " " " " " " " " .. ..	115	114	"
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" " "	" " 3 .. .. — " 28th June 1927 re septic tanks and filter beds in Dadar Matunga	399	425	85
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" "	<b>Case 18</b> . . . . —Reference No 46 of 1923—settlement of—Report No 1 of the Land Acquisition Sub-Committee—adopted	98	101	139/3
" "	" 450 .. .. —Reference No. 15 of 1927—withdrawal sanctioned	36	27	"
" "	" 535 .. .. —Settlement of Reference No 18/25—Report No 3 of the Land Acquisition Sub Committee dated 27th March 1927—adopted	109	183	"
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" "	<b>Plot 7 (situated at Ferguson Road).</b> —Application for temporary lease accepted..	74	55	"
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" "	" " .. . . . —Report No 1 of the Land Sub-Committee dated 17th March 1927—adopted	170	184	"
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# BOMBAY IMPROVEMENT TRUST.

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" " "	" 28 .. .. .	.. Commutation of ground rent .. ..	63 68
" " "	" 82, 83, 86, 87, 92 to 98 & 101 to 107.	.. The Bombay Hindu Co-operative Housing Society Ltd., permitted to surrender 18 plots on forfeiture of deposits .. ..	141 149
" " "	" 121 (South) .. .. .	.. Change of user—sanctioned on conditions ..	126 127
" " "	" 213 .. .. .	.. Surrender permitted on conditions .. ..	24 25
" " "	" 214 .. .. .	.. Determination of agreement and re-entry to be effected .. .. .	117 114
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" " "	" 253 .. .. .	.. Further extension of building period—Sanctioned .. .. .	29 28
" " "	" .. .. .	.. Permission for encroachment of bay windows on the front and side open spaces—Report No. 6 of the Works Sub-Committee dated 21-12-27—adopted .. ..	42 39
" " "	Plot 292 .. .. .	.. Motor garage and washing place—sanctioned .. .. .	98 98
" " "	Plots 302, 282, 312, 760, 737, 342, 756 & 763.	.. Handed over to tenants .. .. .	5 73
" " "	Plot 361 & 373 .. .. .	.. Period for payment of arrears of rent extended by 2 years .. .. .	199 217
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" " "	Plots 631 A & 631B .. .. .	.. Variation of layout .. .. .	46 48
" " "	" " " " .. .. .	.. Motor garages on—sanctioned on conditions .. .. .	142 150
" " "	Plot 689 .. .. .	.. Insertion of a covenant in draft lease re: personal liability of Trustees in respect of the plot—approved .. .. .	37 34
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ation of certain vers.	Chief Officer's proposal for-- to the Engineer, Estate Agent and The Secretary & Chief Accountant.	Finance and Establishment Sub-Com- mittee to report .. .. .	14	11	Pending.
" "	" " " " " " " "	Report No.1 of the Finance and Establish- ment Sub-Committee's dated 19th January 1928. Money limit reduced to Rs. 100 and the report adopted .. .. .	104	102	"
vi--(Scheme 56)	Sites for milch cattle stables, etc.--	Report No. 1 of the Land Sub-Committee dated 22nd February 1928--adopted ..	158	168	140
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" "	Trust Architect--Framji, Mr. M.--	Accountant General's No. 10/541 dated 9th January 1928 re: Salary of--Finance and Establishment Sub-Committee to re- port .. .. .	59	66	"
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" "	Purchasing Officer--Donda, Mr. R. A.--	Grant of leave preparatory to retire- ment--post abolished and Schedule to be amended .. .. .	9	9	"
" "	" " " " " " " "	Chief Officer's proposals for making arrange- ments after retrenchment of post--approved ..	58	65	"
" "	Late Sub-Engineer--Wadke, Mr. B. P.--	Reinstatement of--Counsel's opinion on the legal aspect of Sec. 17 of the Act-- consideration postponed .. .. .	163	178	"
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" "	" " " " " " " "	Representation re: payment of salary-- consideration postponed .. .. .	164	178	"
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" "	Sub-Engineer--Vakil, Mr. J. N.--	Permitted to serve in the Auxiliary Force (India) .. .. .	101	100	"
" "	Overseer--Shah, Mr. Chandulal, M.--	To be informed that leave granted to him was in accordance with Board's Resolution passed for retrenched men .. .. .	150	159	"
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" "	" " " " " " " "	Chief Officer's note on the representation recommending grant of privilege leave and termination of services at the end thereof-- approved .. .. .	100	100	"
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" "	Removal of-- " " " " " " " "	" " " " " " " "	"	"	"
" "	Retrenchment of staff ..	Report No. 3 of the Finance and Establish- ment Sub-Committee dated 10th March 1928 adopted and consideration of Mr. Gogavekar's case postponed .. .. .	174	189	"
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" " "	" 91 .. .. Change of user sanctioned on conditions ..	133	142	
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" " "	Cases Nos. 437A and B (Dongri Market).—Insolvency of the late Contractor Mr. Jomabhoj Mohammad—write off of Rs. 7,262-3-4 and 3,130-10-8—sanctioned. .	118	115	
Schedule C lands	Plots 12B and 12C .. .. Removal of from the Schedule and exchange for other land on deposited plan R—Government sanction—G. R. G. D. No. 5901 dated 3rd January 1928—recorded Draft notification amending Schedule to be submitted to Government for publication. .	64	69	
" "	In Parel Estate and Scheme 31 .Site for Children's Hospital—proposed terms approved—Government to be informed of the conditions .. ..	131	135	
" "	" " " .. .. G. R. G. D. No. 5901 dated 15th March 1928 re : resumption of certain Schedule C land for Bai Jerbai Wadia Hospital for Children—recorded and draft notification amending Schedule C to be submitted to Government for publication .. ..	201	222	
" "	Triangular Trust plot of land adjoining the Hafkine Institute Quarters, proposed resumption of the— Proposal approved and Government to be informed accordingly .. ..	65	70	
Sewri-Wadala (Scheme 57)	Case 45 .. .. Retention of liquor shop in—referred to Land Sub-Committee for report .. ..	113	112	I
" "	" 436 .. .. Settlement of— .. ..	154	163	
" "	Sewri Quarry No. 2 .. .. Decree to be executed against Mr. Billimoria.	119	118	I
Stores, Tools and Plant.	Metal No. 1 .. .. Lying at the quarries—reduction of price in respect of sales to the public .. ..	21	22	
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" " "	" Portable Steam Engine—Acceptance of offer of Rs. 2,500 by Chief Officer Confirmed .. ..	27	27	
" " "	" Screw Cutting Machine.—Offer accepted .. ..	187	207	
" " "	" Trust Motor Lorries and—Offers as recommended by the Engineer—approved .. ..	38	37	
" " "	60 Tons Residual Standard Asphaltum.—Tender of the Asiatic Petroleum Co. (India), Ltd. for—accepted .. ..	20	21	
Suparibaug Estate— (Scheme 31)	Case 92—Premises Nos. 22, 22A on Suparibaug Road and Parel—Estimates for sanitary arrangements in respect of—sanctioned .. ..	157	165	I
" " " "	Plot 211 .. .. Application for lease—accepted .. ..	50	60	H
Sydenham Road Scheme 37	Case 90 (building at the junction of Parel Road and Chunam Kiln Street).—Airsars of rent—request for refund of deposit—refused .. ..	96	95	

Note:— H. F. = Hand File.

Heading	Subject of Resolution.	C. R. No.	Page.	Compila- tion. No.	
<b>S</b>					
Sham Road Scheme 37.) Estate	Cases 290/294, 307/308, 286, etc.	—Demolition of buildings on—sanctioned..	185	206	123/4
" "	Case 311 .. ..	..Suit to be filed in the High Court for specific performance to determine the beneficiary under the lease and necessary parties to the lease .. .. .	28	28	"
" "	Plot 59 .. ..	..Application for lease accepted and demolition of 5 properties—sanctioned .. ..	89	87	H. F. and 123/4.
" "	Chawls .. .. .	..Two room tenements—reduction of rents of ..	120	120	123/6
" "	Tramway Siding at the North end of—near its junction with Bhendi Bazar, laying of—	—Sanctioned on conditions .. .. .	33	31	123
<b>T</b>					
Final of Appeal.	Menial Staff Naik Mahadeo Ramchandra.	—Payment of gratuity to—Government to be informed that Rs. 780 would be paid after Board's sanction thereto .. ..	97	98	75
" "	" " " ..	G. M. G. D. No. 5307/1560A dated 8th Feb- ruary 1928 according sanction to the pay- ment of Rs. 780 by the Trust .. .. .	5	170	"
Transfer Act, 5.	Amendment of Section 21 (4) of the Act so far as it relates to quorum.	—Report No. 30 of the Finance' and Establish- ment Sub-Committee dated 6th December 1927—adopted and Board to be recom- mended to ask Government to undertake necessary steps to amend the Act .. ..	17	12	Pending.
" "	Govt. letter Genl. Deptt. No. 512A.	—Dated 21st December 1927 re: References to High Court—intimating Government's in- ability to rescind orders already conveyed in their previous Resolution No. 512 dated 27th June 1927 .. .. .	52	62	"
" "	" " " ..	—Counsel's opinion to be forwarded to Minister for Local Self-Government with a request to grant the deputation an interview .. ..	188	210	"
<b>W</b>					
Order	No. 2/88 dated 26-7-26 for mon- soon repairs in favour of Daya Lakha—	—Excess expenditure of Rs. 1,098-14-5 sanctioned .. .. .	176	199	46/3A.
"	No. 4 B. K. No. 88 for Rs. 4,500 in favour of Mr. Kalidas Magan Kharwa for monsoon repairs 1926-27—	—Excess of Rs. 434-11-8 sanctioned .. ..	16	12	"
"	No. 12 Book No. 88 dated 24-3-27 in favour of Mr. Haji Dada Suleman for lime-wash- ing Board's Chawls, etc.	—Excess expenditure and extension of period sanctioned .. .. .	177	199	"
"	No. 13/88 for Rs. 8,000 in fa- vour of Messrs. Chandisha & Co.	—Extension of period up to 14th April 1927— sanctioned.	144	151	"
"	No. 15/88 for Rs. 8,647-11-0 ..	..extension of period and excess expenditure— sanctioned .. .. .	183	205	"
"	No. 19 Book No. 88 for Rs. 19,500 in favour of the Deccan Land and Building Co. Ltd. for filling in Sewri Wadala, Scheme 57.	—Extension of period sanctioned on condi- tion .. .. .	182	204	"
"	No. 34 Book No. 66 dated 4-1-26 for Rs. 6,500 for lime washing work in favour of Mr. Abdul Karim (since de- ceased).	—Extension of period—sanctioned .. ..	15	12	"
Sub-Committee.	Report No. 6 .. ..	..Dated 21-12-27 re: permission for encroach- ment of bay windows on the front and side open spaces—plot 253, Dadar Matunga	42	39	H. F.
Roads	Condition of .. ..	..Chief Officer's report dated 26th January 1928 on Notice of motion by Mr. Hoosenally M. Rahimtoola (C. R. 503/27)—recorded ..	105	104	161/1
off	Dongri Market (Scheme) 3	..Rs. 10,392-14-0 written off as irrecoverable being the amount due by the late Contrac- tor Joomabhoy Mahommed in respect of Cases 437A and B .. .. .	118	115	40/1A.

Note :—H. F.—Hand File.

# Bombay Improvement Trust.

ESPLANADE ROAD,

Bombay, 11th January 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 4-10 P.M. (S.T.) there were—

PRESENT:

1. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., *Chairman.*
2. DR. K. E. DADACHANJI, L.M. & S.
3. DR. ACCACIO. G. VIEGAS, L.M. & S.
4. DR. S. S. BATLIWALA, L.M. & S., F.C.P.S.
5. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
6. MR. S. L. SILAM, B.A., L.L.B.
7. MR. B. G. HORNIMAN.
8. MR. NAOROJI M. DUMASIA, M.L.A.
9. MR. HOSENALLY M. RAHIMTOOLA, B.A.
10. MR. K. F. NARIMAN, B.A., LL.B.
11. MR. HARRY T. GORRIE.
12. MR. S. B. BILLIMORIA, M.B.E.
13. MR. W. H. NEILSON, O.B.E.
14. MR. E. W. PERRY, I.C.S.
15. MR. GANPAT KRISHNAJI BORADE.

AND MR. H. B. CLAYTON, I.C.S., MUNICIPAL COMMISSIONER.

MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER AND THE AG. SECRETARY WERE ALSO PRESENT.

SERVANTS OF INDIA SOCIETY'S  
BRANCH LIBRARY  
BOMBAY

The minutes of the meeting held on 21st December 1926, were signed.

1. At the outset the Chairman referred to the sad deaths of Brigadier-General Sir James Willcocks, G.C.M.G., D.S.O., and Mr. S. M. Edwardes, C.S.I., C.I.E., I.C.S., who had served on the Improvement Trust Board and moved the following resolutions which were unanimously *carried* :—

**Resolution 1.**—The Committee desire to place on record the deep regret with which they have heard of the death of Brigadier-General Sir James Willcocks, G.C.M.G., D.S.O., who, as a member of the Board from 1st April 1902 to 1st February 1904 took a keen interest in all their activities and rendered valuable services to the City.

2. A copy of this Resolution should be forwarded to the family of the deceased with an expression of the Committee's sympathy in their sad bereavement.

**Resolution 2.**—The Committee desire to place on record the deep regret with which they have heard of the death of Mr. S. M. Edwardes, C.S.I., C.I.E., I.C.S., who, as a member of the Board from 18th June 1907 to 3rd December 1907 and from 25th April 1916 to 3rd October 1916, took a keen interest in all their activities and rendered valuable services to the City.

2. A copy of this Resolution should be forwarded to the family of the deceased with an expression of the Committee's sympathy in their sad bereavement.

2. Re: Suparibaug Estate—Plot 215—application for lease of.

(File No. Mis. 43/27.)

Considered Estate Agent's No. 105, dated 6th January 1927:—

"Herewith I have the honour to forward an application by Mr. Gustad Khodadad Kuchabiogi for a building of lease of the above plot on payment of a premium of Rs. 25 per sq. yard within one month from the date of the application, together with a nominal rent of Re. 1 per annum. This is equivalent to a ground rent calculated at 6% on Rs. 26-8-0 per sq. yard.

2. The applicant wishes to erect a building for use as shops, offices, godowns and residential purposes, at a cost of not less than Rs. 50,000.
3. The area of the plot being about 516 sq. yards the premium will amount to about Rs. 12,900.
4. The conditions on which the application is based are normal and acceptance is recommended."

**Resolution 3.**—The application is accepted.

3. Re: Dadar-Matunga—plot 751—application for lease of.

(File No. Mis. 42/27.)

Considered Estate Agent's No. 106, dated 6th January 1927:—

"Herewith I have the honour to forward an application by Mr. Nowroji Dorabji Dyakmarwala for a building lease of the above plot on payment of a premium of Rs. 10 per sq. yard within three months from the date of the application, together with a nominal rent of Re. 1 per annum. This is equivalent to a ground rent calculated at 6% on Rs. 11 per sq. yard.

2. The applicant wishes to erect a building for his own residence here.
3. The area of the plot being about 612 sq. yards the premium will amount to about Rs. 6,120.
4. The conditions on which the application is based are normal and acceptance is recommended."

**Resolution 4.**—The application is accepted.

4. Re: Dadar-Matunga—plot 752—application for lease of.

(File No. Mis. 27/27.)

Considered Estate Agent's No. 148, dated 7th January 1927:—

"Herewith I have the honour to forward an application by Mrs. Jerbanoo Jal R. Vakil for a building lease of the above plot at a rent calculated at 6% on Rs. 10 per sq. yard, with the usual reduction of 25% in the rent for the first five years of the lease term.

2. The area of the plot being 622 sq. yards, the concessional ground rent will amount to Rs. 280 per annum, and the ultimate ground rent to Rs. 372 per annum.

3. The applicant wishes to erect a building for her own residence.
4. The conditions on which the application is based are normal and acceptance is recommended."

**Resolution 5.**—The application is accepted.

5. Re: Scheme 41, (Undria Street Scheme)—Case No. 31—Temporary lease.  
( File No. Mis. 901/26. )

Considered the following:—

- (a) Land Manager's No. 10386, dated 18th December 1926:—

"I have the honour to forward herewith copy\* of an application, dated the 21st October 1926, from Mr. Cassum Yacoob for the temporary lease of the plot in the above case for a period of three years to erect a temporary shed.

2. The plot is situated at the junction of Grant Road and Khandia Street, as shown by the red lines in the accompanying plan\* and measures 72 sq. yards.
3. The offer is for a rent at the rate of Rs. 50 per 100:sq. yards per month, which gives to the land a rate of Rs. 100 per sq. yard on 6% basis.
4. Looking to the locality and the present depressed condition of the land market, the offer appears to be fair, and is recommended for favourable consideration.

If the offer be accepted, the applicant will be asked to enter into an agreement with the Board at his cost.

6. These papers are submitted through the Estate Agent, in order to enable that officer to make his remarks on the subject."

- (b) Estate Agent's No. 10154, dated 21st December 1926:—

"The undersigned concurs with the Land Manager's recommendation."

**Resolution 6.**—The recommendation made by the Land Manager in his No. 10386, dated 18th December 1926, is approved.

6. Re: Plots Nos. 1 and 2 at the junction of Parel Road and Clare Road—Temporary lease of.  
( File No. Mis. 40/27. )

Considered the following:—

- (a) Land Manager's No. 86, dated 6th January 1927:—

"I have the honour to state that one, Mr. F. Murtuza, has applied for plots Nos. 1 and 2 situated at the junction of Parel and Clare Roads, and shown by red boundary lines on the accompanying plan\* No. 5, dated 5th January 1927. The two plots have an aggregate area of 370 sq. yards for which the tenant offers to pay Rs. 185 per month as rent, which gives to the land a rate of Rs. 100 per sq. yard on the 6% basis, which is fair.

Mr. Murtuza wants to take up these plots for 3 years certain, and in addition he desires that he may be given an option of further two years. In other respects the conditions on which this offer is based are normal.

Mr. Murtuza's offer is therefore submitted to the Chief Officer for favour of approval and obtaining the sanction of the Improvements Committee."

- (b) Estate Agent's No. 110, dated 6th January 1927:—

2. The undersigned concurs with the Land Manager's recommendations, as it is considered that this tenancy will help to let the adjoining vacant land of the Trust."

\*Not printed.

**Resolution 7.**—The offer of Mr. Murtuza for a temporary lease of the above plots submitted by the Land Manager under his No. 86, dated 6th January 1927, is accepted.

7. Re: Dadar-Matunga—plot 616—proposed motor garage on.  
( File No. Mis. 21/27. )

Considered the following:—

(a) Trust Architect's No. 7 of 3rd January 1927:—

"I have the honour to forward herewith a set of plans\* received from the lessee's architects showing the motor garage proposed to be erected on the above plot and to state that the proposal may be allowed subject to the Board's usual normal conditions of Trustees' Resolution No. 296, dated 27th September 1918 and to there being no other opening except the entrance door.

The sinks shown on the plans may also be approved subject to a space of 5 feet all round being paved with Shahabad laddies on 4" lime concrete bed."

(b) Estate Agent's No. 115, dated 6th January 1927:—

"\* \* \* \* \*

2. The undersigned concurs with the Trust Architect's recommendations.

3. Extra ground rent will be payable at the rate of Rs. 25 per annum for every 100 sq. feet covered by the garage."

**Resolution 8.**—Sanction is accorded to the erection of the proposed motor garage subject to—

(i) the Board's usual normal conditions contained in Trustees' Resolution 296, dated 27th September 1918;

(ii) there being no other opening except the entrance door;

(iii) a space of 5 feet all round the sinks being paved with Shahabad laddies on 4" lime concrete bed and

(iv) the payment of extra ground rent at the rate of Rs. 25 per annum for every 100 square feet covered by the garage.

8. Re: Dadar-Matunga—plot 780—proposed motor garages on.  
( File No. Mis. 22/27. )

Considered the following:—

(a) Trust Architect's No. 3762, dated 23rd December 1926:—

"I have the honour to forward herewith a set of plans\* received from the lessee's architects, showing the two motor garages proposed to be erected on the above plot and to state that considering the large area of the plot, the two garages may be allowed as a special case subject to the Board's usual normal conditions of Trustees' Resolution No. 296 of 27th September 1918, double the rent being charged for the second garage and maximum height of the garage not to exceed 9 feet above the ground level."

(b) Estate Agent's No. 116, dated 6th January 1927:—

"\* \* \* \* \*

2. The undersigned concurs with the Trust Architect's recommendations.

\*Not printed.

3. Extra ground rent will be payable at the rate of Rs. 25 per annum for every 100 sq. feet covered by the first garage and Rs. 50 per annum for every 100 sq. feet covered by the second garage."

**Resolution 9.**—Sanction is accorded to the erection of the proposed two motor garages subject to—

- (i) the Board's usual normal conditions contained in Trustees' Resolution 296, dated 27th September 1918 ;
- (ii) the payment of extra ground rent at the rate of Rs. 25 per annum for every 100 square feet covered by the first garage and at Rs. 50 per annum for the second garage, and
- (iii) the maximum height not exceeding 9 ft. above the ground level.

9. Re: Chowpati West Estate—plot 10—proposed conversion of the coach-houses into two motor garages.

( File No. Mis. 20/27. )

Considered the following :—

(a) Trust Architect's No. 13, dated 3rd January 1927 :—

"I have the honour to forward herewith a plan\* showing the proposal to alter half the portion sanctioned as coach-houses into garages in the outhouse of the building on the above plot. It is proposed to alter the position of the doors facing east of these coach-houses, which are being used as motor garages, so as to open on the Babulnath First Cross Road. This will give an easy access to cars.

A similar proposal for converting half the portion of the adjoining stables on the west into garages was sanctioned as per Plans Sub-Committee's Resolution No. 11, dated 12th January 1921, as under :—

**RESOLUTION 11.**—Approved as a temporary measure for half the stables. The question to be again considered when any further portion of the outhouse is converted into a garage.

The former proposal for the garages opening on the Babulnath First Cross Road seems to have been sanctioned as a temporary measure presumably considering the then very slight traffic on this road. The condition of the traffic at present is such that the present proposal may also be allowed. Under the circumstances the plans for the motor garages may be sanctioned subject to there being no other opening except the entrance door."

(b) Estate Agent's No. 113, dated 6th January 1927 :—

"\* \* \* \* \*

2. The undersigned concurs with the Trust Architect's recommendations."

**Resolution 10.**—The conversion of the portion of coach houses into garages is approved:

- 2. The plans should be disposed of by the Plans Sub-Committee.

10. Re: Scheme 54, Kolbhatwadi—Plot 7—proposed tank and pump on open space.

(File No. Mis. 23/27.)

Considered the following :—

## (a) Trust Architect's No. 33, dated 5th January 1927 :—

"I have the honour to forward herewith a plan\* showing the storage tank in the open space on the east, an electric motor pump with X. P. M. enclosure underneath the stairs and the rear compound wall. The proposals are in order and may be approved. The tank and the pump have already been placed in position."

## (b) Estate Agent's No. 114, dated 6th January 1927 :—

\*\* \* \* \* \*

2. The undersigned can see no objection to the electric motor pump under the stairs and to the tank on the rear open space, and would suggest that the latter should be allowed free of extra ground rent as has been done in similar cases."

**Resolution 11.**—Sanction is accorded to the proposed electric motor pump under the stairs and to the tank on the rear open space the latter being allowed free of extra ground rent.

11. Re: Nowroji Hill Estate, Scheme 29—Plot 138—Storage tank and pump shed on reserved open spaces on.

(File No. Mis. 900/26.)

Considered the following :—

## (a) Trust Architect's No. 3684, dated 17th December 1926 :—

"I have the honour to forward herewith plans\* for the proposed storage tank and the pump shed over the same.

The proposal for the tank, the work of which is already carried out, is in order and may be approved.

The measurements for the pump shed as given on the plans are not correct. The shed as constructed at site measures 9 feet x 6'-6" x 8 feet in height including the thicknesses of the reinforced concrete walls and the roof-slab. The shed is larger in size than those usually allowed. The proposal may be allowed as a special case considering the size of the building, the large open spaces and the facility in constructing the structure exactly over one of the bays of the reinforced concrete tank."

## (b) Estate Agent's No. 10155, dated 21st December 1926 :—

" \* \* \* \*

2. The undersigned concurs with the recommendation of the Trust Architect for the reasons stated by him.

3. Extra ground rent has not hitherto been charged for pump sheds on reserved open spaces, as they are a necessity for large houses in this district, and it is therefore suggested that permission should be given free of charge."

## (c) Chief Officer's note, dated 23rd December 1926 :—

"There is no objection to this proposal. By their Resolution No. 406, dated the 19th July 1921, the Trustees decided that no extra rent should be charged in such cases."

**Resolution 12.**—Sanction is accorded to the proposed storage tank and the pump-shed without any extra ground rent.

\*Not printed.



12.

Re: National Baby Week, Bombay.

(File No. Mis. 37/27. Ref. No. T.R. 510/25.)

Considered letter, dated 17th December 1926 from the Chairman, National Baby Week, Bombay:—

“It has been decided to celebrate the National Baby Week Exhibition for the fourth year in succession during the early part of February 1927, realizing the advantage derived by the working classes by the educational propaganda for the welfare of all classes. The response that we received last year was beyond all our anticipations and it is estimated that no less than a lac of people visited the centres.

At a meeting which was held on the 15th December, it was resolved by the Committee that I should appeal on their behalf to the Bombay Improvement Trust, who being large employers of labour, will, they trust, grant a donation to our fund, as was so kindly done last year.

The objects of this movement are so well known that I do not think it necessary to repeat them but enclose a last year's report for your information.

As the next meeting of the Committee is to take place on Tuesday the 11th January 1927, I should feel grateful if I could have a reply before that date.”

Proposed by the Chairman—

“That sanction be accorded to the payment of Rs. 500 for hire of space for advertisements and to spend Rs. 250 for preparation of models.”

Mr. Nariman observed that before passing a resolution in this case the question should be considered whether donations should in future, be allowed to similar societies if and when they apply for donations.

Mr. Dumasia said that it is a deserving society but when the donation is given by the Municipal Corporation the grant of donation by the Trust to the said Society would amount to the payment of a second donation since the Improvement Trust is part and parcel of Municipal Corporation.

Mr. Clayton (the Municipal Commissioner) pointed out that the proposal is not for the payment of donation but for the hire of space and for expenditure for preparation of models.

After some discussion, the Chairman's proposition was put to the vote and was *carried*—8 voting *for* and 3 *against*.

**Resolution 13.**—Sanction is accorded to the payment of Rs. 500 for hire of space for advertisements and to spend Rs. 250 for preparation of models.

13.

Re: Scheme 57, Dhakti Sewri—Cases 112, 112 A, 114, 115, 117, 118, 677, 677 A (portions of)—(area about 9,000 sq. yards)—  
auction sale of right of cultivation in,

(File No. Mis. 544/26).

Considered Land Manager's No. 10328, dated 16th December 1926:—

“The land in the above cases is made available for cultivation,

Mr. Arjun Ganda has offered to take up the land, and is willing to pay a yearly rent of Rs. 700 (Seven hundred only) for three successive years.

It adjoins the area recently let to him (*vide* Improvements Committee's Resolution 110 of 10th August 1926), for a period of three years from 20th August 1926, having an area of about 9,060 sq. yds., at a yearly rental of Rs. 1,750.

It was suggested to him that the period should expire at the same time as the land already let to him, and the tenancy be on similar terms and conditions. He is agreeable.

The area though 9,000 sq. yards compares unfavourably in quality with the land already let.

It will require a good deal of dressing before it can be made useful for his purpose.

A portion is soft rock and moorum, another portion low, and some of it will only be productive in the dry season.

The only well on the land is a poor one, and is to be shared between the Executive Engineer and the cultivator. The applicant relies on the well on his land to answer his needs, until the rains, and takes the risk of its running dry.

Considering the above facts, the rate of Rs. 700 for the broken period of 8½ months, and Rs. 700 per annum for the succeeding two years is fair, and is recommended for Chief Officer's approval, and sanction of the Improvements Committee. Plan\* accompanies showing land proposed to be let bounded by yellow verge line."

**Resolution 14.**—The offer recommended by the Land Manager in his No. 10328, dated 16th December 1926, is accepted.

14. Re: Sydenham Road (Scheme 37)—Case No. 162—Demolition of building in.  
(File No. Mis. 41/27).

Considered Chief Officer's note, dated 23rd December 1926:—

"This building which was at one time used as a sugar refinery is entirely vacant. It consists mainly of ground floor and part of it stands on the site of the new road. Sanction is requested to demolish it. When this has been done the site will be available for letting for a period of five years and there should be no difficulty in finding a tenant."

**Resolution 15.**—Sanction is accorded to the demolition of the building.

15. Re: Lalbaug Estate—Plots 15 and 16—proposed to be acquired by Government for Parel Road Post Office.  
(File No. Mis. 10/27.)

Considered Estate Agent's No. 10211, dated 23rd December 1926:—

"I have the honour to state that the above two plots situated on Jeejeebhoy Lane together with the building consisting of a ground and three upper floors have been leased to Mr. Lalji Teju for a term of 999 years from the 20th March 1919 at a yearly ground rent of Rs. 748, which under the terms of the lease may be commuted at a sum of Rs. 16,643, being 22½ years' purchase of the ground rent. The ground floor of this property has been let to Government for the Parel Post Office, and the upper floors are used as residential purposes.

2. A notice dated the 2nd December 1926 addressed to the Trustees for the Improvement of the City of Bombay, as lessors of the above property, has been received from the Land Acquisition Officer stating that Government propose to acquire all interests in the above property, free from all restrictions, and asking if the Trust had any objections to the compulsory acquisition.

3. The Land Acquisition Officer was informed by the undersigned in reply that the height of all buildings and the sizes of all the open spaces on this Estate had been strictly regulated in accordance with the Trust's 63½<sup>o</sup> rule, and that therefore if this property is compulsorily acquired by Government free from all restrictions, Government or any of their assigns will have full power to raise or alter the building, and to build over the open spaces, which would be objectionable from the point of view of the Trust on account of the surrounding buildings belonging to the Trust's lessees.

He was therefore informed that, if Government decide to proceed with the compulsory acquisition of all the interests in this property, including that of the Trust; the Trust's objections could be met by making the award of the Land Acquisition Officer subject to the terms of an agreement, which would be previously entered into between Government and the Trust, whereby Government and their assigns would be bound by the following rights and restrictions which would be made to run with the land :—

- (a) no additions or alterations are to be made to the building at any time after the acquisition, except in conformity with the Trust's 63<sup>rd</sup> rule as to light and air, and in accordance with plans, etc., previously approved by the Trust,
- (b) the existing open spaces, coloured blue on the copy of plan\* No. 140, dated the 18th May 1921 forwarded herewith, are to be kept, paved and drained and are always to be so maintained as open spaces, and no storage of materials, etc., is to be allowed on the same,
- (c) the building is not to be used at any time for any other purpose than that of a post-office, shops and godowns on the ground floor, and the upper floors for residences only,
- (d) the Board and their lessee of plot No. 17 on the east of this property under acquisition, are to have the right at all times of support from the western half of the party wall between the buildings on plots Nos. 16 and 17, shown by the letters A and B, on which account the western half of this party wall should not be demolished, altered, or interfered with by Government in any way without the previous consent in writing from the Trust. A similar right is to be incorporated in respect of the common compound wall between the points B & C, and
- (e) Government will be required to pay to the Trust all the costs of the preparation, etc., of the proposed agreement referred to above, and also the said commutation amount of Rs. 16,643 plus 15 per cent. for compulsory acquisition.

5. A letter\* has since been received from the Postmaster-General, Bombay, in which he states that the terms and conditions, as set out above are accepted by Government, and he requests that the draft agreement may accordingly be sent to him without delay.

6. The undersigned has also been informed by the Land Acquisition Officer that Government intend to proceed with the compulsory acquisition of this property for the purpose of the Parel Post-Office, and the sanction of the Improvements Committee is therefore requested to the preparation of the agreement between Government and the Trust whereby Government and their assigns will be bound by the conditions and restrictions set out above."

**Resolution 16.**—Sanction applied for by the Estate Agent in para 6 of his No. 10211, dated 23rd December 1926, is granted.

16. Re : Scheme 57, Sewri-Wadala—work of excavating rock from the trenches of storm water drains and pipe sewers and carriage way along Road No. 42, Bhoiwada—cancellation of acceptance of tender of the late Mr. Manappa Yellappa.

(File No. Mis. 850/26. Ref : C. R. 277/26.)

Considered Engineer's No. 12494, dated 29th December 1926 :—

"On the 9th of October, I started calling for tenders for excavation work on Road 42, Scheme 57. On the 23rd of November, the Committee approved of the tender sent in by Mr. Manappa Yellappa (Your No. Mis. 851/26 of 30th November 1926), who was the

\* Not printed.

only applicant. I have it on good authority that Mr. Manappa Yellappa met with a fatal motor accident somewhere near Gokak, being killed on the spot.

In the meantime, this work has been carried out quite satisfactorily by departmental labour and I do not consider it necessary to call for further tenders as by the time I get sanction, etc., there will be very little work still remaining.

If you consider it necessary, the Committee may be informed that this contract has been cancelled and it is not considered necessary to fix up another one."

**Resolution 17.—Recorded.**

17. Re: Scheme 57, Sewri-Wadala—Sewri-quarry No. 2—suit to be filed in High Court for ejection.  
(File No. Mis. 758/23.)

Considered the Estate Agent's No. 112, dated 6th January 1927:—

"I have the honour to invite reference to the undersigned's report herein No. 5498, dated the 6th July 1926 and to the Chief Officer's note, dated the 7th idem, which are printed in the preamble to the Committee's Resolution No. 85, dated the 13th July 1926.

2. At that date, the lessee had under his contract to make regular monthly payments of Rs. 3,733-5-4, and was allowed to excavate 711 solid brass per month, and after 19 months' working he was Rs. 10,166 in arrears with his payments, but he had excavated 3027 brass less than he might have done, which at the contract rate of Rs. 5-4-0 per brass had a value of Rs. 13,892, or Rs. 5,726 more than the arrears at that date. In addition he had deposited Rs. 7,000 in 6 per cent. bonds 1931. Interest at 10 per cent. on his arrears then amounted to Rs. 1,139.

3. In the special circumstances, the Committee were pleased to resolve as follows:—

- (1) The licensee of quarry No. 2 should be granted an extension of 12 months (making 72 in all from 1st November 1924.)
- (2) The monthly instalment payable by him should be reduced from Rs. 3,733-5-4 to Rs. 2,500 subject to the condition that the monthly instalment would be increased if he at any time quarried more than 480 brass per month.
- (3) The licensee should be allowed to pay off the arrears at the rate of Rs. 500 per month.
- (4) The licensee should pay interest on arrears.
- (5) The concessions referred to in paras 1, 2, and 3 above should be embodied in a supplemental agreement which should be prepared at the licensee's cost.

4. The supplemental agreement referred to in the Resolution has been duly executed by both parties, and the position on the 11th December 1926 was as follows:—

5. From a detailed survey and sections, it has been computed that the lessee has taken out in all 13,070 brass, whereas under the terms of his contract, original and as amended, he might have taken out 16,780 brass. He is therefore short in his working by 3,710 brass solid, which at Rs. 5-4-0 per brass is equivalent to Rs. 19,477.

6. The lessee from the 1st July 1926 to the 11th December 1926 has quarried out 2581 brass solid, which gives an average of 484 brass solid per month.

7. His arrears on monthly payments have increased between these dates from Rs. 10,166 to Rs. 12,666 plus an additional amount of Rs. 1,687 for interest at 10 per cent. on his arrears, making a total of Rs. 14,353 which gives an average of Rs. 2,392 per month since the date of the Committee's Resolution.

8. A letter, dated the 1st December 1926, has been received from the Assessor and Collector of Municipal taxes, stating that the lessee owes for taxes for the period ending the 31st March 1927 a sum of Rs. 10,381, and calling on the Trust to see that due payment of the same is made.

9. Adding the monthly instalment of Rs. 3,000 due on the 1st January 1927, and not paid, the position for and against the Trust may briefly be summarised as follows:—

	Rs.
<i>Contra—</i>	
Arrears and interest on same ... ..	17,353
„ of Municipal taxes ... ..	10,381
Total ... ..	27,734
<i>Pro—</i>	
Value of stone under-quarried ... ..	19,477
„ of deposit in securities ... ..	7,500
Total Rs. ... ..	26,977

10. It will thus be seen that the lessee's position is getting worse from month to month, and he was therefore asked to call to discuss the whole matter with the undersigned.

Mr. Billimoria thereupon called with his Engineer on the 13th December 1926, and he stated that he had not paid the Municipal taxes as he was contesting the same as regards the payment of halalkhore and water taxes, as he was not supplied with either.

The undersigned pointed out that his position was getting rapidly worse and told him that his best course was to stop all quarrying work. The lessee however said that he would increase the amount of his payments, which he has not done.

11. The lessee himself employs 3 crowbars, and has sublet portions of the quarry to two contractors, one of whom employs 7 crowbars and the other 1 crowbar, for which they pay Rs. 350 per month per crowbar.

12. It was therefore thought necessary to at once consult the Trust Solicitors as to the best method of making the lessee stop his quarrying work, and for the Trust to regain possession of the quarry. The Trust Solicitors in reply advised that a notice should be served on the lessee calling on him to pay all arrears of monthly instalments, and of the arrears of interest, and arrears of Municipal taxes and on his failing to do so, the whole balance of the license money with interest will become payable by him. Non-payment of taxes is also a breach of covenant, which renders his rights under the license liable to forfeiture.

13. The Solicitors also point out that under the terms of the original license and also of the supplemental license the Board have a right to re-enter upon the quarry, and to seize and sell all or any stone and plant lying there, but they apprehend that this cannot peacefully be done owing to the sub-contractors, and that the Board will have to file a suit for ejection, arrears of rent and any other damages, and in the meantime to apply for orders for the appointment of a Receiver.

14. The Improvements Committee's sanction is therefore requested to taking the necessary steps, as advised by the Solicitors, for the purpose of ejecting the lessee, and regaining possession of the quarry, including the filing of the necessary suit in the High Court."

**Resolution 18.**—The Chief Officer is hereby authorised to take the necessary legal steps and to file a suit in the High Court, as advised by the Solicitors, for the purpose of ejecting the lessee and regaining possession of the quarry.

18. ~~Princess Street Estate, 13, Cadogan Street, A. 8~~  
 being the lot for the lease for the building on the above plot, pursuant to the clause 12 of the lease granted to him to allow him to use the first and third floors of his building for residential purposes and the second floor as a school.  
 (File No. Mis. 813/26.)

Considered the following :—

(a) Letter No. 780, dated 10th November 1926, from Messrs. Abdulla Peer Mahomed & Co., Lessee's architects :—

" With reference to the Trust Architect's letter No. T. A. 3154 of the 2nd ultimo, we have the honour to request you, on behalf of our client, the owner of the building on the above plot, pursuant to the clause 12 of the lease granted to him to allow him to use the first and third floors of his building for residential purposes and the second floor as a school.

Awaiting an early reply from you."

(b) Trust Architect's No. 3692, dated 18th December 1926 :—

" \* \* \* \* \*

As per clause 12 of the lease the building on plot No. 13, Princess Street Estate is allowed to be used as a 'workshop for the manufacture (with or without electric-power) of furniture and as a warehouse and for shops, offices and godowns only and to use in such manufacture machinery worked by hand or by electricity only.'

The first and the third floors are now being used for hostels for the Goan community. The user may be allowed as such.

The second floor is being used as a school for the same community. The accommodation normally allowed for a school is 2 water-closets and 2 urinals for 125 to 150 students. There are 2 water-closets and 2 baths provided on the second floor for the school, which has 100 students in all. The user as such is in order and may be approved."

(c) Estate Agent's No. 10, dated 3rd January 1926 :—

" \* \* \* \* \*

(2) The undersigned has inspected this building, which is kept in a clean and tidy condition, and in view of the fact that it overlooks the Queen's Road Burning Ground sees no objection to the first and third floors being used as hostels, and to the second floor being used as a school.

(3) The lease states that the premises may be used for residential purposes after the making of such alterations therein as shall in the opinion of the Board be necessary for adapting the demised premises for such purposes.

(4) It might therefore be desirable to grant the lessee a license to use the premises for the above purposes, and he would have to pay the cost of preparation, etc., of the necessary document."

**Resolution 19.**—The proposed change of user is permitted and the necessary license granted on condition that the cost of preparing the necessary documents, etc., is paid by the lessee.

19. Re : Scheme 43, Parel Road (Central)—Case No. 7, (Aga Building)—tenders for converting the basket system W. C.'s into water carriage system.

(File No. Mis. 38/27.)

Considered the Engineer's No. 12404, dated 23rd December 1926 :—

" I have to inform you that tenders for the above work were called for from 9 persons, out of whom only 3 have replied.

Messrs. Sanitary Goods and Hardware Stores have omitted to quote for two items and for one item they have quoted differently from what was required as mentioned in the tender form. For the sake of comparison, the rates quoted by the lowest

tenderer Messrs. Gagrat Marker & Co., are taken for these three items and the amounts of tenders are as under :—

			Rs.	a.	p.
1.	Messrs. Gagrat Marker & Co.	...	3,647	11	0
2.	Messrs. Sanitary Goods & Hardware Stores	...	3,907	0	6
3.	Mr. Hasanally Jiwaji	...	4,633	1	9

The tender of Messrs. Gagrat Marker & Co., viz. Rs. 3,647-11-0 is the lowest and sanction of the Improvements Committee may please be obtained for the same."

**Resolution 20.**—The tender of Messrs. Gagrat Marker & Co. is accepted.

**20. Re : Scheme 43, Parel Road (Central)—Case No. 7 (Aga Building)—Tenders for oil painting and colour washing and general repairs.**

( File No. Mis. 39/27. )

Considered Engineer's No. 12403, dated 23rd December 1926 :—

"I have to inform you that tenders for the above two works were invited from 10 and 13 persons respectively, out of whom only one person Mr. Abdul Gafur Kasum has quoted Rs. 1,997-2-11 for item No. 1 and Rs. 1,858-10-5 for item No. 2.

As Mr. Abdul Gafur Kasum had quoted in respect of one item in connection with the tender for general repairs, a very low rate, he was asked whether he meant to quote the same or not and he corrected Re. 1-6-0 per 100 sq. ft. to 6 annas per sq. ft. According to the subsequently quoted rate the amount of his tender for item No. 2 would be Rs. 1,894-12-5 instead of Rs. 1,858-10-5 first quoted.

As the tenders for both the works (Viz. Rs. 1,997-2-11 and 1,894-12-5) appear to be reasonable and are below the estimated rate, sanction may please be accorded to the same being accepted."

**Resolution 21.**—The tenders of Mr. Abdul Gafur Kasum are accepted.

**21. Re : Scheme 57, Sewri-Wadala—Case No. 438—repairs to the building on—estimates for.**

( File No. Mis. 18/27 ).

Considered the following :—

(a) Land Manager's No. 10528, dated 23rd December 1926 :—

The property in the above case consists of a bungalow with out-houses on 6026 sq. yards of hilly land near the Spring Mills. It was acquired on 3rd November 1924 for Rs. 1,00,390.

2. The bungalow is let to Mr. Bomanjee Aderjee at a monthly rent of Rs. 200. Mr. Bomanji has written a letter (copy enclosed \*) stating that the building needs repairs, painting and colour-washing.

3. The Engineer, who was requested to furnish estimates, sends the following alternative estimates :—

I.—for thoroughly overhauling and carrying out oil-painting, colour-washing, and varnishing with 2 coats ... .. Rs. 1,300

II.—for painting, colour-washing and minor repairs ... .. Rs. 980

III.—same as No. 11 but omitting external painting ... .. Rs. 630

Copies of estimates along with his forwarding letter\* are herewith annexed.

4. The tenant agrees to pay an extra rent of Rs. 25 per month, provided the Trust agree to grant him a two years' lease. It is for the Estate Agent to decide, while developing this Estate, if this bungalow can be allowed to stand.

\* Not printed.

5. If it is decided to retain the bungalow, it is submitted that sanction may be accorded to—

- (a) the carrying out of estimate No. 1.  
 (b) the granting of a two years' lease to the present tenant.”  
 (b) Estate Agent's No. 30, dated 4th January 1926:—

“ \* \* \* \* \*

2. The retention of this bungalow will not interfere with the development of this portion of Scheme 57. A strip of land 30 ft. in width out of the entire front length of the compound will however be required for widening Naigaum Road at some future date.

3. There is therefore no objection to the proposal to lease the property for 2 years, provided that the set-back land referred to above is handed over to the Trust at any time, if required, without a claim for reduction in rent.”

**Resolution 22.**—The estimate of Rs. 1,300 for overhauling and painting the building is approved and the property should be leased to the present tenant—Mr. Bomanjee Aderji—for a period of two years on condition that he pays extra rent of Rs. 25 per mensem and hands over to the Trust a strip of land 30 feet in width out of the entire length of the compound if and when required for set-back purposes without a claim for reduction in rent.

**22.** Re: Chief Officer's Report, dated 20th December 1926, on the notice of motion dated 16th September 1926, by Dr. S. S. Batliwala, L.M. & S., F. C. P. S., approved under C. R. 215 of 1926—recreation grounds for children—provision of swings, etc.

(File No. Mis. 754/26.)

“With reference to the Committee's Resolution No. 215, dated the 29th September last, requesting me to see that all open spaces set aside as recreation grounds for children are suitably prepared and equipped with swings and gymnastic apparatus, I have the honour to report that the recreation grounds in Sandhurst Road West and East, and the grounds in the Foras Road and Peons Chawls compounds have been so equipped and are in use.

2. I now submit plans\* shewing how it is proposed to equip three other grounds one of which is situate at Lalbaug and two on Dadar-Matunga Estate.

3. Plans shewing proposals for other grounds will be submitted as these grounds become available.”

**Resolution 23.**—The Chief Officer's report, dated 20th December 1926, is recorded.

**23.** Re: Establishment—Engineer's Department—Mr. A. N. Walker, A.M. Inst. C.E., —Executive Engineer—leave to—for 6 months.

Considered Chief Accountant's note, dated 21st December 1927:—

“Leave on full average salary for 6 months is due to Mr. A. N. Walker and it may be granted from 19th April 1927, with permission to prefix to it Easter holidays from 15th to 18th April 1927 subject to the sanction of the Improvements Committee.”

**Resolution 24.**—Leave on full average salary for 6 months is granted to Mr. A. N. Walker from 19th April 1927 with permission to prefix the Easter holidays (from 15th to 18th April 1927) to it.

\* Not printed.



24. Re: Establishment—Secretary's Department—Mr. Khodabux Nusserwanji Griffiths—Head Clerk (on leave preparatory to retirement)—advance of Rs. 1,000 from Provident Fund to.

(Ref. C. R. 192/26.)

Considered Chief Accountant's note, dated 7th January 1927:—

"Mr. Khodabux Nusserwanji Griffiths, late Cashier, who is on leave—preparatory to retirement—from 1st April 1926, was granted an advance of Rs. 1,000 from his Provident Fund money under Improvements Committee's Resolution 192, dated 16th September 1926.

He now applies for a further advance of Rs. 1,000.

Advances up to 90% of the amount in the Provident Fund are admissible to the employees on leave preparatory to retirement.

The Provident Fund account of Mr. Khodabux stood at Rs. 15,974 on 1st April 1926.

His request for a further advance of Rs. 1000 is admissible and requires the sanction of the Committee."

**Resolution 25.**—Sanction is granted to the payment to Mr. Khodabux N. Griffiths of a further advance of Rs. 1,000 from his Provident Fund money.

25. Re: Establishment—Land Manager's Department—Mr. E. L. Narasingham, (overseer retrenched)—request for reinstatement and grant of balance of furlough.

(File No. E. 300/26. Ref: C. R. 212, dated 28th September 1926.)

Considered Chief Officer's note, dated 16th December 1926:—

"On the 28th September last, the Committee considered a request by Mr. E. L. Narasingham lately an overseer in the Land Manager's Department who was retrenched last year. Mr. Narasingham joined the Land Manager's staff on the 7th July 1922.

2. Further consideration of the matter was postponed as Mr. Nariman suggested that I should report whether the Board could legally frame a special rule for regulating the grant of restricted amount of leave to retrenched men when the Trust service rules ordinarily allowed more leave and if the leave admissible under those rules were granted, how it would affect the other men retrenched.

3. Rule 5 (copied in the margin) of the Trust's service rules framed by the Board under Section 91 (1) of the old Act provides that in any case or matter not specially provided for, the Municipal rules will generally apply. Where specific provision is not found in the Municipal rules the Civil Service Regulations are generally followed and I have ascertained from the Chief Accountant of the Municipality that as no special rules relating to retrenchment have been framed by the Corporation, retrenched men were treated in accordance with the provisions of Article 436 of the Civil Service Regulations which prescribes that

(a) a reasonable notice of at least 3 months should be given to an officer in permanent employ before his services are dispensed with on abolition of his office;

(b) if in any case, notice of at least 3 months is not given, a gratuity not exceeding his emoluments for the period by which the notice actually given to him falls short of 3 months be granted, with the sanction of the authority competent to dispense with the officer's services, in addition to pension (which is not admissible for the period the gratuity is allowed) prescribed in Article 474 of the Civil Service Regulations and note 1 (copy herewith) to

this article states that the gratuity prescribed in this article is not granted as compensation for the loss of employment but is in lieu of notice of discharge with a view to mitigate the hardship caused to an officer by sudden loss of appointment.

Article 474 (a) of the Civil Service Regulations (copy attached) provides that after a service of less than 10 years a gratuity (not pension) not exceeding one month's emoluments (except in special cases and under the orders of the Government of India) for each completed year of service may be granted and that for not less than 10 years' service a pension according to the scale prescribed be granted *vide* Article 474(b).

4. It will be observed from the provision in the Civil Service Regulations that an officer retrenched after a service of less than 10 years is entitled to a gratuity in lieu of notice for such period as may have fallen short of 3 months plus a gratuity not exceeding one month's emoluments for each completed year of service since he is not entitled to the benefit of the pension rules which only apply to those who have completed service of 10 years and over and that the grant of gratuity in either case is subject to the sanction of the authority competent to dispense with the services of the retrenched officer on abolition of his post.

5. In the case of the Trust staff retrenched, the competent authority to dispense with the services of their employees affected by retrenchment was the Board and the Board alone could grant the gratuity admissible to them under the said provision in lieu of notice.

6. It is quite evident that, under the circumstances hereinbefore explained, and in view of the fact that the retrenched staff of less than 10 years' service was entitled to the full benefit of the Provident Fund which is ordinarily admissible on completion of 15 years' service under the Provident Fund rules framed by the Board under Section 91(6) of the old Act, the Board in their Resolution No. 68, dated 20th February 1925, classified the service of the said staff on the analogy of the provision in the Civil Service Regulations and sanctioned the grant of leave instead of gratuity which is allowed in lieu of notice under the provision of the said Civil Service Regulations.

7. The applicant Mr. Narasingham who had about 33 months' service was, before abolition of his post, given a month's notice and two months' leave according to the said Trustees' Resolution thus making a total of 3 months. Mr. Narasingham was therefore treated in the same way as Municipal servants who have been retrenched.

8. It will thus be observed that the Board have not framed any special rule restricting the grant of leave to their retrenched staff but have applied under rule 5 of the Trust service rules, the benefits admissible under the Civil Service Regulations to their retrenched staff in the shape of leave (the leave allowances being dependent upon the leave already enjoyed while in service) instead of gratuity allowed in lieu of notice.

9. It may be mentioned here that Article 474(a) provides that gratuity not exceeding (except in special cases and under the orders of the Government of India) one month's emoluments for each completed year of service may be granted and it is quite apparent from the exception that special cases can be made with the sanction of the Government of India and in the Trust by the Board.

10. A statement showing how it would affect the other men retrenched if the leave admissible under the Trust rules were granted to the applicant is put up herewith."

*Copy of note 1 to Article 436 referred to in para. 3 above :—*

"The gratuity prescribed in this Article is not granted as compensation for loss of employment but only in lieu of notice of discharge, with a view to mitigate the hardship caused to an officer by the sudden loss of employment. When, therefore, an officer discharged without notice is provided with some other employment on the date on which his services are dispensed with, whether that employment be in qualifying or non-qualifying service, he is not entitled to any gratuity."

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*Copy of Article 474 (part) referred to in para. 3 above:—*

“After a service of less than ten years, a gratuity not exceeding (except in special cases, and under the orders of the Government of India) one month’s emoluments for each completed year of service. If the emoluments of the officer have been reduced during the last three years of his service, otherwise than as a penalty, average emoluments may, at the discretion of the authority which has power to sanction the gratuity, be substituted for emoluments.”

Statement showing how, if the leave as calculated in accordance with the Trust service rules were granted to Mr. E. L. Narasingham, it would affect the other men similarly retrenched (C. R. 212/1926 & T. R. 570/1924).

Name of the person affected.	Date of joining Service.	Leave calculated under the Trust Service Rules.		Leave granted and enjoyed.		Balance—difference of columns 3 & 4.		Cost of leave allowances for the period of leave shown in column 5.		Total cost columns 6 and 7.
		Pr. L.	Furlo.	Pr. L.	Furlo.	Pr. L.	Furlo.	Leave allowance.	Provident fund.	
I	2	3		4		5		6	7	8
		Pr. L.	Furlo.	Pr. L.	Furlo.	Pr. L.	Furlo.	Rs. a. p.	Rs. a. p.	Rs. a. p.
1. Mr. S. Kodanda Raman ...	7-8-19	1-28	11-12	1-28	3-2	...	8-10	458 5 4 } 83 5 4 }	38 3 1	579 13 9
2. „ E. R. P. Aiyar ...	19-2-20	0-12	10-9	0-12	4-19	...	5-20	340 0 0 } 56 10 8 }	28 5 4	425 0 0
3. „ K. M. Gandhi ...	1-12-20	1-18	3-23	1-18	...	...	3-23	320 2 8 } 37 10 8 }	26 10 11	384 8 3
4. „ M. Srinivas ...	15-12-20	2-26	9-2	2-26	1-5	...	7-27	671 8 0 } 79 0 0 }	55 15 4	806 7 4
5. „ J. H. Karanjia ...	16-2-21	4-00	8-27	4-00	...	...	8-27	845 8 0 } 89 0 0 }	70 7 4	1,004 15 4
6. „ Sk. Ismail Majid ...	1-4-21	1-00	6-25	1-00	3-00	...	3-25	105 6 8 } 38 5 4 }	8 12 7	152 8 7
7. „ K. J. Randeria ...	2-4-21	2-5	8-10	2-5	1-26	...	6-14	614 5 4 } 64 10 8 }	51 3 1	730 3 1
8. „ S. P. Mahajan ...	8-4-21	3-12	6-22	3-00	...	0-12	6-22	395 8 0 } 75 5 4 }	32 15 4	503 12 8

**Statement showing how, if the leave as calculated in accordance with the Trust Service Rules were granted to Mr. E. L. Narasingham, it would affect the other men similarly retrenched (C. R. 212/1926 & T. R. 570/1924)—(contd.)**

Name of the person affected.	Date of joining Service.	Leave calculated under the Trust Service Rules.		Leave granted and enjoyed.		Balance—difference of columns 3 & 4.		Cost of leave allowances for the period of leave shown in column 5.		Total cost columns 6 and 7.
		Pr. L.	Furlo.	Pr. L.	Furlo.	Pr. L.	Furlo.	Leave allowance.	Provident fund.	
I	2	3		4		5		6	7	8
		Pr. L.	Furlo.	Pr. L.	Furlo.	Pr. L.	Furlo.	Rs. a. p.	Rs. a. p.	Rs. a. p.
9. Mr. R. Krishna Iyer ...	6-6-21	2-20	5-25	2-20	0-11	...	5-14	341 10 8 } 54 10 8 }	28 7 7	424 12 11
10. " B. E. Shastri ...	1-1-22	2-15	6-7	2-15	...	...	6-7	436 5 4 } 62 5 4 }	36 5 9	535 0 5
11. " T. V. Pitchu Iyer ...	26-1-22	2-21	6-24	2-21	0-9	...	6-15	308 12 0 } 65 0 0 }	25 11 8	399 7 8
12. " M. J. Shah ...	8-4-22	1-11	4-15	1-11	...	...	4-15	337 8 0 } 45 0 0 }	28 2 0	410 10 0
13. " E. L. Narasimham ...	7-7-22	1-6	5-20	1-6	0-25	...	4-25	338 5 4 } 48 5 4 }	28 3 1	414 13 9
14. " C. M. Parekh ...	9-10-22	1-23	4-17	1-23	...	...	4-17	342 8 0 } 45 10 8 }	28 8 8	416 11 4
15. " Kazi A. Aziz ...	4-9-23	1-9	2-6	1-00	...	0-9	2-6	60 3 2 } 28 0 0 }	5 0 3	93 3 5
							Total	6,789 0 6	493 0 0	7,282 0 6

**Resolution 26.**—The report of the Chief Officer, dated 16th December 1926, is recorded and Mr. Narasingham should be informed that the Committee see no reason to comply with his request.

26. Re: Police Accommodation Scheme at Naigaum (Scheme 46)—payment of rent by Government.

Read Government Resolution, Home Department, No. 1247/2, dated 27th December 1926:—

“Letter from the Superintending Engineer, Northern Circle, No. Pr. 14, dated the 15th October 1926:—

‘I have the honour to forward, herewith, a copy of letter No. Budget 1925-26 of 15th ultimo, from the Secretary and Chief Accountant, Bombay Improvement Trust, together with a statement of accounts of the Police Scheme named above, for favour of sanction to the payment of an annual rent of Rs. 43,817 to the Bombay Improvement Trust.

2. The statement has been verified by the Executive Engineer, Presidency Division, and found correct with the exception of the figures in columns 4 and 6, which can neither be checked in this nor in his office.

3. No details are available of the expenditure incurred by the Trust, viz. Rs. 130 and Rs. 363 shown in column 2 against the year 1922-23 and 1923-24.’

Endorsement from the Accountant General, Bombay, No. P. W. III/2216, dated the 27th November 1926:—

‘Forwarded to the Secretary to Government, Public Works Department, Buildings and Roads Branch, Bombay, with compliments, with the statement checked as far as possible.’

Memorandum from the Public Works Department, No. 1857H, dated the 10th December 1926:—Transferring the foregoing correspondence for disposal.

**RESOLUTION.**—Sanction is accorded to the payment to the Bombay Improvement Trust of rent amounting to Rs. 43,817 (Rupees Fortythree thousand eight hundred seventeen) per annum in respect of the Police Accommodation Scheme at Naigaum.

2. The charge involved should be met from the provision made for the purpose in the current year's budget under the head ‘26-Police-Presidency Police-City Police-Contingencies-Rents, Rates and Taxes.’ ”

**Resolution 27.**—Recorded.

27. Re: Notice of motion, dated 3rd January 1927, by Dr. A. G. Viegas, L.M. & S., re: reduction of salary of officers receiving Rs. 500 and over per mensem, and also continuance of the present strength of the Staff.

Dr. Viegas moved the following notice of motion which was seconded by Mr. Silam:—

“That the Chief Officer be requested to report whether time has not arrived to reduce the salaries of officers and employees drawing Rs. 500 and above to pre-war time salaries, (b) whether 4 Executive Engineers are now necessary, (c) whether the same number of Engineers, Assistant Engineers and other staff is now necessary, considering that the loan works programme is greatly reduced.”

Mr. Nariman pointed out that the question regarding assimilation of the Municipal Development Department with the Engineering Department of the Trust or *vice versa* is under consideration by the Bombay Municipality and the motion might well be held over for some time.

Mr. Horniman observed that as regards the first point raised by Dr. Viegas he was not in favour of reducing salaries.

The Chief Officer observed that the staff had been much reduced and that individually they were doing more work than before. It would be unwise to reduce salaries as the Board wanted willing workers and not men who were disappointed as the staff would be if their salaries were reduced. As to the second and third points the Chief Officer stated that his budget proposals would show what further reductions were proposed.

After some discussion, Dr. Batliwala moved and Mr. Dumasia seconded.

"That the notice of motion be allowed to stand over and be considered along with the forthcoming Budget Estimates."

This being put to the vote was *carried* and it was also *carried* as a substantive proposition.

**Resolution 28.**—The notice of motion by Dr. Viegas should be considered when considering the forthcoming Budget Estimates.

**28.** Re: Notice of motion, dated 5th January 1927, by Dr. A. G. Viegas, L.M. & S.,  
re: references made to the Finance and Establishment Sub-Committee  
for report.

"At the next meeting of the Improvements Committee I shall move:—

'That the Finance and Establishment Sub-Committee be requested to submit their reports early on the various references sent to them.'

**Resolution 29.**—Carried.

**29.** The following documents were executed:—

**1. Debentures:—**

- (i) Five debentures of the Loan of 1906 in favour of Mr. A. M. Bell for Rs. 5,000, in lieu of 5 cancelled.
- (ii) One debenture of the Loan of 1907 in favour of Sir Jamsetjee Jejeebhoy, Bart., and others for Rs. 2,000 in lieu of two cancelled.

**2. Lease and counterpart to:—**

- (i) Mr. Rustomji Merwanji Patel *re*: plot No. 568, Dadar-Matunga Estate.
- (ii) Mr. Vallamji Hunsraj and another *re*: plot No. 22, Lalbaug Estate.

**3. Agreement with Mr. Mahetabkhan Sher Khan for the building lease of plot No. 23, Sydenham Road Estate.**

**4. Acceptance of application for building lease by:—**

- (i) Mr. Nowroji Dorabji Dhakmarwala *re*: plot No. 751, Dadar-Matunga Estate.
- (ii) Mrs. Jerbanoo Jal R. Vakil *re*: plot No. 752, Dadar-Matunga Estate.
- (iii) Mr. Gustad Khodadad Kuchabiogi *re*: plot No. 215, Suparibaug Estate.
- (iv) Mr. Ardeshir Nusserwanji Khariwala *re*: plot No. 5, Parel Road South Estate.

**30.** The following papers were laid on the table:—

1. Purchase orders sanctioned by Chief Officer under section 22(1) of the Act.
2. Work Orders       do.       do.       do.       do.       do.
3. Temporary lettings do.       do.       do.       do.       do.
4. Sale of materials   do.       do.       do.       do.       do.
5. Government Resolution, General Department, No. 5112, dated 22nd November 1926, approving plan *re*: extension of the general office buildings of the B. B. & C. I. Railway Company on the Marine Lines Estate.



# Bombay Improvement Trust.

ESPLANADE ROAD,  
Bombay, 18th January 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 4-10 P.M. (S.T.) there were—

PRESENT :

1. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., *Chairman.*
  2. DR. K. E. DADACHANJI, L.M. & S.
  3. DR. ACCACIO. G. VIEGAS, L.M. & S.
  4. DR. S. S. BATLIWALA, L.M. & S., F.C.P.S.
  5. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
  6. MR. S. L. SILAM, B.A., LL.B.
  7. MR. NAOROJI M. DUMASIA, M.L.A.
  8. MR. HOSENALLY M. RAHIMTOOLA, B.A.
  9. MR. K. F. NARIMAN, B.A., LL.B.
  10. MR. HARRY T. GORRIE.
  11. MR. S. B. BILLIMORIA, M.B.E.
  12. MR. C. N. WADIA, C I E
  13. MR. W. H. NEILSON, O.B.E.
  14. MR. E. W. PERRY, I.C.S.
  15. MR. GANPAT KRISHNAJI BORADE.
- MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER AND THE AG. SECRETARY WERE ALSO PRESENT.

The proceedings of the meeting held on 11th January 1927, were signed.

1. Re : Sale of Quarry Materials.

Considered Engineer's No. 481, dated 14th January 1927 :—

"I have to forward herewith a copy \* of letter, dated the 11th instant from Messrs. Gannon Dunkerley and Company, Limited, and to request the favour of your sanction to my accepting the rates for quarry materials quoted therein.

*Kerbing 15" x 18" x 6".*—Our sanctioned rate for selling kerbing (dressed) to public is As. 12 per Rft. The dressing required by this firm, however, is superior both in extent and quality. I have got samples approved by the Company and I am giving the contract for dressing at As. 6 per Rft. leaving Re. 0-6-6 per Rft. for undressed kerbing which is the sanctioned rate for selling to the public. The firm wants about 17,000 Rft. of kerbing. I will try and supply about 7,000 Rft. to 8,000 Rft. from Dongri Quarry during the next three months and the rest will be supplied, if the firm agrees, from Sewri Quarry.

*Re : Water tables 12" x 18".*—The rate of Rs. 24 per 100 Rft. for undressed stones as offered is our usual one for the public. The only speciality is that we have to give to this firm water tables 12" wide instead of 9" to 10" according to our usual specifications. The firm wants about 4000 Rft. of these and hence I recommend this for acceptance.

*Setts 8" x 6" x 4".*—The rate offered by the firm for this material is normal."

\* Copy of letter above referred to in para 1—

"With reference to your letter No. 300 of 10th Instant we beg to reply as under :—

*Re : Kerbs 15" x 18" x 6".*—As mentioned to you this afternoon, we are prepared to accept your revised rate of Rs. 0-12-6 per Rft. dressed in accordance with sample approved by the Deputy Engineer, Bombay Municipality, Love Grove Works, Worli.

Re: *Water Tables and Setts*.—We accept your offer of Rs. 24 per 100 Rft. and Rs. 6 per 100 numbers for water tables and setts (8" x 6" x 4") respectively delivered undressed at the quarry.

We are arranging to place the necessary deposit tomorrow and trust you will kindly give instructions to start the delivery of the necessary materials as the same are urgently required."

**Resolution 30.**—The sanction applied for by the Engineer under his No. 481, dated 14th January 1927, is granted.

2. Re: *Kolbhatwadi Estate, Scheme 54—plots 3, 4 and 5—applications for lease.*

Considered the following :—

(a) Estate Agent's No. 369, dated 14th January 1927 :—

"Herewith I have the honour to forward three applications for 999 years' building leases of plots Nos. 3, 4 and 5 by Mr. Chaturbhuj Gordhandas Soonderdas at ground rents calculated at 6% on Rs. 145, Rs. 165 and Rs. 165 per sq. yard per annum respectively.

2. It will be remembered that the Improvements Committee by their, Resolution No. 76, dated 6th July 1926, refused offers for these plots at ground rents calculated at 6% on Rs. 140, Rs. 160 and Rs. 160 per sq. yard per annum respectively. Since then, however, many enquiries have been received for these plots, and in some cases application forms were handed out, but negotiations have in every case fallen through, and the plots are still lying unlet on the Trust's hands.

3. The total area of these plots is 1,519 sq. yards, and the total ground rent will amount to Rs. 14,572 per annum.

4. The applicant wishes to erect one building on these three plots as a private residence and for his offices, and a rough plan\* of his proposed building is forwarded herewith, on which the open spaces have been shown hatched in pencil. The open spaces on the east, west and south boundaries are according to the Trust's sanctioned building lines, but instead of the usual T shaped building, he proposes to have a central open space 18 ft. in width and 100 ft. in length.

5. The undersigned sees no objection to the proposed general arrangement of the building, provided that the rear block is not raised beyond a height of 36 ft. at any time.

6. The conditions on which these applications are based are normal and in view of the fact that these three plots have been lying vacant for so long it is recommended that these three offers should be accepted."

(b) Chief Officer's note, dated 15th January 1927 :—

"I agree with the Estate Agent that it would be advisable to accept the present offer. We might get more if we waited but on the basis of Rs. 165 per sq. yard each year's delay means a loss in ground rent of Rs. 9-9 per sq. yard."

**Resolution 31.**—The applications are accepted and the proposed general arrangement of the building area is approved subject to the condition that the rear block should not be raised beyond a height of 36 feet at any time.

3. Re: *Dadar-Matunga Estate—letting of land round the Septic Tanks—for cultivation*

Considered Chief Officer's note, dated 14th January 1927 :—

"In order to screen the tanks and beds from view a belt of quick growing trees (plantain and papaya) has been planted round them and an area of land enclosed. It is proposed to let these trees and the land for cultivation for a period of three years.

2. Several cultivators have been consulted and one Mavji Moolji has agreed to rent the land on the following conditions :—

(1) Subject as mentioned below the tenancy to be for 3 years,

(2) Rent Rs. 200 for the 1st year and Rs. 300 per annum for the second and third, payable in advance.

- (3) Fruit trees to be grown all round the land and vegetables to be grown in the centre. No grass to be grown.
- (4) If the cultivation should result in any nuisance being created the tenancy will be terminated at the end of the first year.
- (5) An agreement to be entered into at the cost of the tenant."

**Resolution 32.**—The proposal of the Chief Officer is approved and sanction is accorded to lease the land to Mr. Mavji Moolji for cultivation subject to the conditions detailed in the proposal.

**4.** Re: Marine Lines Maidan—Fencing, etc., of site occupied by dust bin carts on Mayo Road opposite the Queen's Statue.

( File No. Mis. 840/26. )

Considered Chief Officer's note, dated 13th January 1927:—

"The members of the Committee are aware that for many years past two dust bin carts have been placed on the Maidan opposite the Queen's Statue. These carts are unsightly and on occasions large quantities of waste paper is deposited in them. This paper is blown over the maidan and besides causing the land to look untidy it entails a certain amount of extra sweeping. I therefore asked the Health Officer whether he could arrange to pave the site and surround it with trellis work. He now asks for permission to do the paving and to surround the site with wire netting. I suggest that sanction be granted to this and when the work has been done I will see that creepers are grown over the screen so as to hide the carts from view."

**Resolution 33.**—Sanctioned.

**5.** Re: Marine Lines Estate—plot 13—proposed third storey to the servants' quarters of the building on.

( File No. Mis. 35/27. )

Considered the following:—

(a) Trust Architect's letter No. 43, dated 6th January 1927:—

"I have the honour to forward herewith plans\* showing the proposed third storey to the servants' quarters of the building on the above plot. It may be allowed subject to an extra water-closet being provided in the existing sanitary blocks for servants on ground floor and the final plans being sanctioned by the Plans Sub-Committee.

It is also proposed to do away with the staircase on the north-east of the main building and continue the existing main stairs on the south from the first to the second floor level. This may be allowed as it will give a better entrance to the upper floors.

A roof is also proposed on the open terrace at second floor level over the portion occupied by the porch. This is unobjectionable and may be allowed.

Sanctioned set of plans\* accompanies for reference and favour of return when done with."

(b) Estate Agent's No. 271, dated 12th January 1927:—

" \* \* \* \* \*

2. The undersigned sees no objection to the proposed alterations and additions.

3. This plot is held on a 99 years' lease from 22nd March 1901 by Mr. Tricumdas Gordhandas Khatau at a yearly rent of Rs. 1,226.

\* Not printed.

4. The Board's policy in respect of allowing extra storeys on the Marine Lines Estate is as set out in Estate Agent's Report in the case of plot No. 15, Marine Lines Estate, which was dealt with under Trustees' Resolution, No. 72, dated the 8th February 1921, and may be briefly summarised as follows:—

- (a) The Board makes no charge for a third floor being added to the main building so long as it does not exceed 42 feet in height, as allowed by the lease, and provided that the lessee gives an undertaking that not more than two lettings will be allowed. This undertaking was afterwards dispensed with in the case of No. 14, Marine Lines under Trustees' Resolution, No. 668, dated 6th December 1921.
  - (b) A third storey over the servants' quarters is allowed subject to the Engineer's report that the buildings will bear it, and to the payment of a sum equal to 10 per cent. additional rent capitalized.
5. As the lessee proposes to erect a third storey over the servants' quarters, he should be required to pay 10% increase on his rent viz., Rs. 122'6, capitalized for the remaining term of 73 years, on the 5% tables, which will amount to Rs. 2,382.
  6. The roof over the open terrace may be allowed as it does not exceed 42 feet in height.
  7. It is therefore recommended that the lessee's proposals as shown on the accompanying plans\* be accepted, provided the lessee pays a premium of Rs. 2,400. The building when completed will be occupied by the members of the one family, and it is therefore suggested that the undertaking, that not more than two lettings will be allowed, should be dispensed with."

**Resolution 34.**—Sanction is accorded to the construction of the proposed third storey over the servants' quarters of the building on the plot and to the proposed alterations subject to the conditions:—

- (i) that an extra water closet is provided in the existing sanitary block for servants on the ground floor, final plans being sanctioned by Plans Sub-Committee, and
- (ii) that a premium of Rs. 2,400 is paid by the lessee.

6.

Re: Sale of Steel Rails.

Considered Engineer's No. 440, dated 13th January 1927:—

"I have an offer from Messrs. Maneckchand Jivraj & Co., to purchase all the 41½ lb. steel rails above 15' in length that we can spare at Rs. 65 per ton. This is an extremely favourable rate and I shall be glad if you will get Committee's sanction for the sale. We have in all, approximately, 470 tons for disposal.

In addition, the Company is willing to purchase 25 tons of 60 lb. and 25 tons of 50 lb. full length rails at the same rate per ton. Of this, I have for disposal 25 tons of 60 lb. rails only. We have no 50 lb. rails to spare but if I can persuade them to purchase further 25 tons of the 60 lbs., I ask permission to do so at the same rate.

I may point out that this rate has already been approved in the case of a sale to Tatas: *vide* Improvements Committee's Resolution No. 209 of 28th September 1926."

\* Not printed.

**Resolution 35.**—The offer of Messrs. Maneckchand Jivraj and Co. for the purchase of 41½ lb. steel rails and of 25 tons of 60 lbs. steel rails at 65 per ton is accepted and the engineer is permitted to sell a further 25 tons of 60 lbs. rails to the same Company at the same rate.

7. Re: Scheme 52 worli—Reference No. 15 of 1921—Case No. 450—Withdrawal of.  
(File No. Mis. 45/27).

Considered Land Manager's No. 368 of 13th January 1927 :—

"The land in the above Case is a vacant plot of hilly land belonging to Sir Currimbhoy Ibrahim and others. It admeasures 7891 $\frac{5}{8}$  sq. yards and abuts on the west side of Worli Road, to which it has a frontage of about 55 feet and a depth of about 410 feet.

2. On behalf of the claimants, the land was valued at Rs. 1,12,259 before the Land Acquisition Officer, who awarded for the same Rs. 48,231 as total compensation inclusive of all interests. The claimants being dissatisfied with this award have demanded a reference in the Tribunal of Appeal.

3. On the opposite side of the land now under consideration and belonging to the same claimants, is situated another plot of land admeasuring 44,505 sq. yards (the subject of Case No. 456)—valued by the Land Acquisition Officer at Rs. 2,63,865—against the claimants' valuation of Rs. 9,76,757. A reference was also demanded in this Case and was keenly contested by the claimants. The Tribunal unanimously upheld the Land Acquisition Officer's award and dismissed the reference with costs.

4. Having regard to the Tribunal's above decision, the claimants' solicitors now write to say that their clients are willing to withdraw the present reference on condition that each party bear its own costs.

5. Except printing and correspondence charges no other expenditure has been incurred by the Trust.

6. The claimants' proposal to withdraw the Reference on the condition above-mentioned is reasonable and is therefore recommended for acceptance."

**Resolution 36.**—The proposed withdrawal of the Reference is sanctioned.

8. Re: Report of Financial Transactions in December 1926.

Considered Chief Accountant's note, dated 11th January 1927 :—

"Fixed deposits.—No transaction was made.

*Investment of Sinking fund money*—6 per cent Bombay Improvement Trust debentures of the nominal value of Rs. 5,500 were transferred (at par) from the general investment account to sinking fund investment account.

*Foreign remittance.*—£ 16,195-4-5 (= Rs. 2,18,606-4-6 at 1-5 $\frac{3}{8}$ ) were remitted to London for payment of interest on Sterling loans due 1st January 1927."

**Resolution 37.**—Recorded.

9. Re: Scheme 32, East Agripada Estate—Case No. 156—Demolition building in.

(File No. Mis. 706/26).

Considered the following:—

(a) Engineer's No. 12112, dated 17th December 1926:—

"I have the honour to request the favour of your obtaining Improvements Committee's sanction to the demolition of the following building in Scheme 32 as the same is required for the execution of the Scheme:—

Case No.	Ward No.	Street No.	Locality.	Remarks.
156	4010	197 (5)	Madanpura Lane (Ripon Road).	One building.

Through the Land Manager, Bombay Improvement Trust, with reference to his No. 10087 of 8th December 1926."

(b) Land Manager's No. 364, dated 13th January 1927:—

"\* \* \* \* \*

This refers to the building with the privy block in Case No. 156, Scheme 32, which is vacant and is proposed to be demolished by the Engineer's Department, as the site on which the building stands is to be leased to the claimant of the building in Case No. 157, Scheme 32.

A plan\* showing the building in question bounded and crossed red is attached herewith for information and favour of return.

This has a reference to Chief Officer's Mis. No. 706 of 18th October 1926."

**Resolution 38.**—Sanctioned.10. Re: Establishment Land Manager—Mr. M. S. Bharucha—Leave to, preparatory to retirement.

Considered the following:—

(a) Land Manager's No. 80, dated 6th January 1927:—

"I have the honour to request the favour of your kindly moving the Board to accord its sanction—

(a) for granting me from 1st April 1927, such special leave before retirement, as I may in your and the Board's opinion, be deemed to deserve, and

(b) for permitting me to retire from Board's service on the expiration of the said leave."

(b) Chief Officer's note, dated 14th January 1927:—

"Mr. Bharucha was in the service of the Corporation from the 30th March 1881 to the 31st July 1901; he joined the Trust on the following day and will therefore have been in continuous service for 46 years during which period he has had no leave of any kind. The value of Mr. Bharucha's services to the City is well known to all Members of the Committee.

By their resolution No. 86, dated the 26th February last, the Board granted Mr. Bharucha an extension of one year's service expiring on the 31st March next. In order that the Committee may grant him leave it will be necessary for the Board to extend his services for the period covered by that leave.

\*Not printed.

Under the Board's rules, the maximum amount of leave that may be granted to an Officer over 55 years of age is six months although under the Municipal rules nine months in all may be given. Mr. Bharucha is entitled, if his services be extended, to six months leave on full pay and provision for this has been made in the Budget which is now under consideration by the Finance and Establishment Sub-Committee."

The Chairman proposed—

"That the Committee desire to place on record their high appreciation of the valuable services rendered by Mr. M. S. Bharucha during his 25½ years' service in the Trust and in consideration of his meritorious services the Committee is pleased to grant him 6 months' privilege leave due to him from 1st April 1927, subject to the sanction of the Board to the grant of an extension of his services for a period of 6 months. A copy of this resolution be forwarded to the Board with the recommendation that an extension of service be granted to Mr. M. S. Bharucha, Land Manager, for a period of 6 months in consideration of the reasons stated above."

The Chairman in support of his proposition stated that the Board would be losing an honest and loyal officer who during his 46 years' service both in the Municipality and in the Trust worked energetically without taking a single day's leave and consequently he deserved more than 6 months' leave; but the Committee had no power to grant it since the Trust service rules did not permit of the grant of leave for more than 6 months.

Dr. Dadachanji observed that since Mr. Bharucha rendered meritorious service of 46 years and had had no leave during his service the reward in the shape of leave proposed was too meagre and he therefore moved the following *amendment*—

"That he should be granted 18 months' leave and the Board be recommended to grant an extension of service for the period of leave."

In support of his amendment, Dr. Dadachanji stated that similar concessions had been granted by the Municipality to their less deserving employees and that Government would have granted special pension in a case of this type. He pointed out that Mr. Ramasubba Iyer and the late Mr. Katrak were granted special leave.

Mr. Dumasia while seconding the amendment said that Mr. Bharucha had a record of long and devoted service and was responsible for securing an income of several lakhs of rupees to the Trust. He further said that this is an exceptional case deserving of at least 18 months' leave.

Mr. Billimoria supported the *amendment*.

Mr. Hoosenally and Mr. Mirza Ali Mahomed Khan enquired if the leave proposed in the amendment would be admissible under the rules.

The Trust and the Municipal service rules were then called for and shown to them.

After some discussion, the Chairman accepted the *amendment* and it was resolved—

**Resolution 39.**—The Committee desire to place on record their high appreciation of the valuable services rendered by Mr. M. S. Bharucha during his 25½ years' service in the Trust and, in consideration of his meritorious services, the Committee is pleased to grant him 18 months' leave from 1st April 1927 subject to the sanction of the Board to the grant of an extension of his services for a period of 18 months.

2. A copy of this resolution should be forwarded to the Board with the recommendation that further extension of service be granted to Mr. M. S. Bharucha, Land Manager, for a period of 18 months in consideration of the reasons stated above.

11. Re: Chief Officer's Report on the proposal to amalgamate the Land Manager's and Estate Agent's Departments.

"With reference to item No. 12 of the Improvements Committee's proceedings, dated 1st June 1926, asking me to report whether the two different departments of the Land Manager and Estate Agent are necessary and whether the work of the latter department could with advantage be transferred to the former without loss of efficiency I beg to observe as follows:—

2. As stated by me when the resolution was passed, I have for some time been considering the advisability of amalgamating the two Departments and as Mr. Bharucha has now informed me that it is his desire to retire from the active service of the Board at the end of this financial year, I consider that the time has now come when it might be done with advantage.
3. If the proposal is approved, the new Department will be responsible for the following duties (a) Acquisition (b) Development and disposal and (c) Collection of rent and management of acquired properties and chawls; (a) and (c) are now performed by the Land Manager and (b) by the Estate Agent.
4. It is proposed to abolish the post of Land Manager and to place the present Estate Agent in charge of the New Department. For the present it is proposed that he should be assisted by two Deputies and two Senior and two Junior Assistants he being personally in charge of development and disposal.
5. One of the Deputies will be in charge of acquisition and he will have under him one Senior Assistant.
6. In order to strengthen the revenue section I propose to place a Deputy in immediate charge, to divide the duties of Chief Clerk and Accountant leaving the Chief Clerk to look after the clerical and record work and to appoint an accountant to look after the rent registers and accounts.
7. As the new Department will be in charge of the estates and of acquisition work it should in my opinion be called the "Estates and Valuation Department."
8. A proposition statement is attached from which it will be seen that the mean cost of establishment will be reduced by Rs. 8,781 per month. I have provided for the minimum establishment possible and desire to place on record that if additional work is thrown on the Department another Deputy and more Assistants will be required.



**Statement of proposition of revision of Establishment—Land Manager's and Estate Agent's Departments (Permanent and Temporary).**

Nature of Charges.														Proposition.				Remarks.
Present Scale.					Proposed Scale.					Permanent.		Temporary.						
Number.	Designation.	Pay.			Average Cost.	Number.	Designation.	Pay.			Average Cost.	Increase per month.	Decrease per month.	Increase per month.	Decrease per month.			
		Minimum.	Increment.	Maximum.				Minimum.	Increment.	Maximum.		Average Cost.	Amt.	Amt.	Amt.	Amt.		
		Rs.	Rs.	Rs.	Rs.			Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.			
1	Land Manager ...	1,500	50	1,800	1,725	1	Estate Agent ...	2,000	50	2,250	2,187							
1	Estate Agent ...	2,000	50	2,250	2,187	1	Conveyance allowance ...	...	...	...	200							
	Conveyance allowance ...	...	...	...	400													
	Personal allowance ...	...	...	...	450													
2					4,762	1												
	<b>Superior Officers.</b>						<b>Superior Officers.</b>											
3	Deputy Land Managers ...	1,200	50	1,500	4,275													
2	Assistant Land Managers ...	750	50	1,000	1,874	2	Deputy Estate Agents ...	1,200	50	1,500	2,850							
1	Do. do. (E.A) ...					937	2	Senior Assistant Estate Agents.	750	50	1,000	1,874						
3	Junior Assistant Managers ...	450	50	600	1,686	2	Junior Assistant Estate Agents.	450	50	600	1,124							
	Conveyance allowance ...	...	...	...	1,350		Conveyance allowance ...	...	...	...	750							
	Personal allowance ...	...	...	...	100													
9					10,222	6												
	<b>Upper Subordinates.</b>						<b>Upper Subordinates.</b>											
2	Valuers (r E. A.) ...	300	30	450	824													
1	Head Surveyor ...	250	25	400	362	1	Head Surveyor ...	250	25	400	362							
7	Estate Superintendents ...	150	10	300	1,834	4	Estate Superintendents ...	150	10	300	1,048							
5	Overseers (3 E. A.) ...	100	10	150	687	5	Overseers ...	100	10	150	687							
1	Sanitary Inspector ...	100	5	150	125	1	Sanitary Inspector ...	100	5	150	125							
1	Building Inspector (E. A.) ...	100	5	150	125	1	Building Inspector ...	100	5	150	125							
	Conveyance allowance ...	...	...	...	495		Conveyance allowance ...	...	...	...	345							
17					4,452	12												
											2,692							
												1,760						

MEETING OF THE IMPROVEMENTS COMMITTEE OF 18TH JANUARY 1927.

Statement of proposition of revision of Establishment—Land Manager's and Estate Agent's Departments (Permanent and Temporary)—contd.

Nature of Charges.											Proposition.				Remarks.
Present Scale.					Proposed Scale.					Permanent.		Temporary.			
Designation.	Pay.			Average Cost.	Number.	Designation.	Pay.			Average Cost.	Increase per month.	Decrease per month.	Increase per month.	Decrease per month.	
	Minimum.	Increment.	Maximum.				Minimum.	Increment.	Maximum.		Amt.	Amt.	Amt.	Amt.	
Brought forward ...	Rs. ...	Rs. ...	Rs. ...	Rs. 19,436	19	Brought forward ...	Rs. ...	Rs. ...	Rs. ...	Rs. 11,677	Rs.	Rs. 7,759	Rs.	Rs.	
<b>Lower Subordinates.</b>						<b>Lower Subordinates.</b>									
Chawl Superintendents ...	70	5	125	683	7	Chawl Superintendents ...	70	5	125	683					
Surveyors ...	60	5	125	1,018	10	Surveyors ...	60	5	125	925					
Inspectors ...	40-3	70-5	125	539	6	Inspectors ...	40-3	70-5	125	462					
Conveyance allowance ...	...	...	...	270		Conveyance allowance ...	...	...	...	240					
				2,510	23					2,310		200			
<b>Office Staff.</b>						<b>Office staff.</b>									
Legal Assistant (E. A.) ...	350	30	500	462	1	Legal Assistant ...	350	30	500	462					
Chief Clerk and Accountant ...	300	20	400	375	1	Chief Clerk ...	250	20	350	325					
Head Clerks (1 E. A.) ...	200	10	250	712	1	Accountant ...	250	20	350	325					
Senior Clerks (5 E. A.) ...	125	5	175	1,200	3	Head Clerks ...	200	10	250	712					
Junior Clerks (10 E. A.) ...	40-3	70-5	125	2,849	9	Senior Clerks ...	125	5	175	1,350					
Draftsmen ...	40-3	70-5	125	305	37	Junior Clerks ...	40-3	70-5	125	2,849					
Tracers ...	40	5	80	180	3	Draftsmen ...	40-3	70-5	125	231					
					2	Tracers ...	40	5	80	120					
				6,086	57					6,374	288				
War allowance for 84 ...	...	...	...	1,680		War allowance for 81 ...	...	...	...	1,620		60			
<b>Lower Subordinates—Temporary.</b>						<b>Lower Subordinates—Temporary.</b>									
Treasurer ...	40	3	70	55		Rent Collectors ...	40	...	40	600					
Rent Collectors ...	40	...	40	720	15					600		190			
Conveyance allowance ...	...	...	...	15											
				790	15					600					
Carried over ...	...	...	...	30,502	114	Carried over ...	...	...	...	22,581	288	8,209			

32 MEETING OF THE IMPROVEMENTS COMMITTEE OF 18TH JANUARY 1927

Nature of Charges.														Proposition.				Remarks.
Present Scale.						Proposed Scale.						Permanent.		Temporary.				
Number.	Designation.	Pay.			Average Cost.	Number.	Designation.	Pay.			Average Cost.	Increase per month.	Decrease per month.	Increase per month.	Decrease per month.			
		Minimum.	Increment.	Maximum.				Amt.	Amt.	Amt.		Amt.						
		Rs.	Rs.	Rs.	Rs.			Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.			
129	Brought forward ...				30,502	114	Brought forward ...				22,581	Rs. 288	Rs. 8,209					
	<b>Office Staff (Tempy.)</b>						<b>Office Staff.</b>											
27	Clerks ...	40	3	70	1,485	27	Clerks ...	40	3	70	1,485							
27					1,485	27					1,485							
	<b>War allowance for 46 Inferior Staff—Permanent.</b>				920		<b>War allowance for 42 Inferior Staff—Permanent.</b>				840		80					
1	Havildar ...	22	1	24	23	1	Havildar ...	22	1	24	23							
3	Naiks ...	19	1	21	60	3	Naiks ...	19	1	21	60							
29	Peons ...	16	1	18	493	25	Peons ...	16	1	18	425							
33					576	29					508		68					
	House Rent to 33 peons Temporary and Provisional allowance ...				198		House Rent to 29 peons Temporary and Provisional allowance ...				174							
					99						87							
					297						261		36					
	<b>Inferior Staff—Temporary.</b>						<b>Inferior Staff—Temporary.</b>											
20	Naiks (Chainmen) ...	19	1	21	400	20	Naiks (Chainmen) ...	19	1	21	400							
10	Peons ...	16	1	18	170	10	Peons ...	16	1	18	170							
70	Lascars ...	16	1	18	1,190	44	Lascars ...	16	1	18	748							
100					1,760	74					1,318		442					
	House Rent Temporary and Provisional Allowance ...				600		House Rent Temporary and Provisional Allowance ...				444							
					300						222							
					900						666		234					
289	Grand Total ...				36,440	241	Grand Total ...				27,659	288	9,069					

The Chairman proposed that the Chief Officer's proposal for the amalgamation of the Land Manager's and Estate Agent's Departments be approved.

Dr. Viegas suggested that the proposal should be considered in detail and on the suggestion of the Chief Officer, it was resolved—

**Resolution 40.**—The suggestion made by the Chief Officer is approved in principle.

2. The Finance and Establishment Sub-Committee should consider details and report to the Committee.

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12. Re: Draft Administration Report for the year ending March 1926.

**Resolution 41.**—Consideration postponed.

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13. Re: Notice of motion, dated 14th January 1927, by Dr. A. G. Viegas, L.M. & S.,  
re: scheme works and staff engaged therein.

“ At the next meeting of the Improvement Committee I shall move—

‘ That the Chief Officer be requested to report (1) in which schemes works are being carried out by the Engineering Department; (2) the Staff engaged in the said schemes mentioning their designations as given in the Budget Estimates of 1926-27 and in the Budget Estimates 1927-28; and (3) the number of buildings which are in the course of construction on the leased plots.’ ”

**Resolution 42.**—Carried.

2. The report should be submitted through the Finance and Establishment Sub-Committee.

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14.

Re: Municipal bye-election in A Ward.

The Chairman mentioned that an application had been received for the Trust vote from one of the three candidates in the forthcoming bye-election for the Corporation and requested the Committee to decide in whose favour the vote should be cast. The Committee gave the necessary instructions.

## 15. The following documents were executed:—

1. *Debentures*:—

Name of Holder.	Year of loan.	Amount.	New issued.	Old cancelled.
		Rs.		
Dr. Miss A. M. Benson ...	1901	10,000	10	10
	1904	2,500	3	3
Imperial Bank of India ...	1901	1,000	1	1
	1906	1,000	1	1
Mr. Ananta Pootoba and another.	1902	2,000	2	2
„ J. H. Gonsalves ...	1903	1,000	1	1
„ Darasha Muncherji Kooka and another ...	1904	500	1	1
The Deputy Comptroller of Currency ...	1904	1,500	2	2
Sir Jamsetjee Jejeebhoy Bart. and others ...	1904	25,000	1	27
Total ...	.....	44,500	22	48

2. *Lease and Counterpart to*—

(i) Bai Mithibai wife of Sha Anandji Ladha, *re* : Plot No. 20, Lalbaug Estate.

(ii) Bai Luxmibai, wife of Gopal Dinkar Potbhare, *re* : Plot No. 30, Dadar-Matunga Estate.

3. *Supplemental Agreement and Duplicate with Messrs. McKenzies, Ltd.*, varying the terms of the license in respect of Sewri Quarry No. 1, Scheme 57, Sewri-Wadala Estate.

4. *Acceptance of the three applications by Mr. Chaturbhuj Gordhandas Soonderdas* for building lease of plots Nos. 3, 4 and 5, Kolbhatwadi Estate.

## 16. The following papers were laid on the table:—

1. Estate Agent's No. 65, dated 5th January 1927, informing that the passage leading to Lamington Road from the Foras Road Chawls and referred to in Chairman's minute, dated 18th July 1924, printed in the preamble to Trustees' Resolution 442, dated 5th August 1924, was closed from 6 a.m. on 1st January to 6 a.m. on the following day.

2. Purchase orders sanctioned by the Chief Officer under section 22(1) of the Act.

3. Work orders sanctioned by the Chief Officer under section 22(1) of the Act.

4. Temporary lettings sanctioned by the Chief Officer under section 22(1) of the act.

5. Sale of materials sanctioned by the Chief Officer under section 22(1) of the Act.

6. Statement for the quarter ending 31st December 1926 of plots on the Board's Estates handed over to the charge of tenants.

Estate.	Plot No.	Date.	Remarks.
Nowroji Hill Scheme 29 ...	113 Case 327	22-10-26	
Scheme 47, Parel Road North ...	3 Case 125	10-11-26	
Parel Road South ... ..	7	19-11-26	
Dadar-Matunga North ... ..	99 to 113 & 121 to 125	25-11-26	

# Bombay Improvement Trust.

ESPLANADE ROAD,  
Bombay, 25th January 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 4-10 P.M. (S.T.) there were—

PRESENT:

1. SIR VASANTRAO ANANDRAO DABHOLKAR, Kt., C.B.E., *Chairman.*
  2. DR. K. E. DADACHANJI, L.M. & S.
  3. DR. ACCACIO. G. VIEGAS, L.M. & S.
  4. DR. S. S. BATLIWALA, L.M. & S., F.C.P.S.
  5. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
  6. MR. S. L. SILAM, B.A., LL.B.
  7. MR. B. G. HORNIMAN.
  8. MR. NAOROJI M. DUMASIA.
  9. MR. HOOSENALLY M. RAHIMTOOLA, B.A.
  10. MR. K. F. NARIMAN, B.A., LL.B.
  11. MR. HARRY T. GORRIE.
  12. MR. C. N. WADIA, C I E.
  13. MR. W. H. NEILSON, O.B.E.
  14. MR. G. A. THOMAS, C I E., I C.S.
  15. MR. GANPAT KRISHNAJI BORADE.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.  
MR. R. H. A. DELVES, F.S.I., CHIEF [OFFICER AND THE AG. SECRETARY WERE ALSO PRESENT.

Before the minutes of the last meeting were signed, Mr. Hoosenally and Mr. Mirza Ali Mahomed Khan observed with reference to the preamble of the Resolution 39, that the service rules which were called for were shown to them after the resolution was passed and not as stated in the minutes. The Chairman replying to their observation held that the minutes of the meeting held on 18th January 1927, were substantially correct and signed them.

1. Re : Quarry materials from Dongri Quarry.

(File No. MIs. 88/27.)

Considered Engineer's No. 739, dated 22nd January 1927 :—

"I have an offer from Messrs. Krishnaji Kondaji & Co., Government Contractors, Aga Khan Building, Dalal Street, Fort, to buy from Dongri Quarry the following materials, subject to their not having made previous arrangements :—

	Rate as offered.	Present sanctioned rate for sale to public.
200 Brass of Metal No. 1 free from dust	Rs. 29 per brass.	Rs. 30 per brass.
300 " " " 2 ... ..	Rs. 14 " "	Rs. 15 " "
200 " " " 3 ... ..	Rs. 11-8 per brass.	Rs. 12-8-0 per brass.

Though they are not agreeable to take delivery of materials on advance payment system, they will deposit Rs. 1,000 in cash and settle their accounts on or before the 5th of every month.

As this is a large order, I am prepared to recommend the reduction in rates shown above and shall be glad of a very early sanction in the matter, as the contractors are pressed for time in making arrangements for their own contract."

**Resolution 43.**—The offer of Messrs. Krishnaji Kondaji & Co. for the purchase of quarry materials recommended by the Engineer under his No. 739, dated 22nd January 1927, is accepted.

2. Re : Dadar-Matunga—plot 307B (part of)—temporary lease of.  
(File No. Mis. 53/27.)

Considered the following :—

(a) Land Manager's No. 465, dated 18th January 1927 :—

"Messrs. Merwanji Bana & Co. have offered, on behalf of Mr. K. R. Irani, to take on temporary lease the plot of land shown bounded red on the accompanying plan\* No. 15, dated 17th January 1927.

The area of the plot is 167 sq. yards. It is suggested that ground rent of Rs. 35 per month should be charged, which gives to the land a rate of slightly over Rs. 40 per sq. yard on the 6 per cent basis, and that a temporary lease for 3 years be granted on the following terms :—

- (1) Rent of Rs. 35 per month shall be paid every month in advance.
- (2) The tenant shall deposit a sum equal to 6 months' rent.
- (3) The tenant will not use the premises for any purpose other than shops—not being liquor or toddy shops or godowns.
- (4) Only ground floor structures subject to the sanction of the Municipality shall be erected on the land.
- (5) The tenancy will be subject to an agreement on these and other usual terms for temporary occupations and will be stamped, executed and registered at the tenant's costs.

If the Chief Officer approves of the proposal it will be necessary to obtain the Improvements Committee's sanction."

(b) Chief Officer's note, dated 18th January 1927 :—

"Recommended."

**Resolution 44.**—The offer of Messrs. Merwanji Bana & Co., on behalf of their client Mr. K. R. Irani for the temporary lease of a portion of the plot is accepted subject to the conditions contained in para 2 of the Land Manager's No. 465, dated 18th January 1927.

3. Re : Dadar-Matunga—plot 697 (part of)—temporary lease of.  
(File No. Mis. 54/27.)

Considered the following :—

(a) Land Manager's No. 466, dated 18th January 1927 :—

"As there were several applications for the temporary occupation of the land shown bounded red on the accompanying plan\* No. 13, dated 17th January 1927, the plot was put up to auction on 13th January 1927, when 5 persons were present. The

\*Not printed.



highest bid was at Rs. 18 per month per 100 sq. yards and it was offered by Mr. Bhau Manglia. The rate per sq. yard on the basis of this rent works out to Rs. 36 on the 6 per cent. table. The area of the plot being about 130 sq. yards the rent per month will amount to about Rs. 24.

It is proposed to give a 3 years' temporary lease on the following terms :—

- (1) Rent of Rs. 24 per month should be paid every month in advance.
- (2) The tenant shall deposit a sum equal to 6 months' rent.
- (3) The tenant will not use the premises for any purpose other than shops— not being liquor or toddy shops or godowns.
- (4) Only ground floor structure subject to the sanction of the Municipality shall be erected on the land.
- (5) The tenancy will be subject to an agreement on these and other usual conditions for temporary occupations, and will be stamped, executed and registered at the tenant's cost.

It is requested that the Improvements Committee's sanction may be obtained to the proposal."

(b) Chief Officer's note, dated 18th January 1927 :—

"Recommended."

**Resolution 45.**—The highest bid at Rs. 18 per month per 100 sq. yards offered by Mr. Bhau Manglia for temporary lease of a portion of the plot is accepted subject to the conditions contained in para 2 of the Land Manager's No. 466, dated 18th January 1927.

4. Re : Worli Estate, Scheme 52—plot 70—proposed change in the proviso in the lease.  
( File No. Mis. 59/27. )

Considered Estate Agent's No. 518, dated 20th January 1927 :—

"I have the honour to state that under the terms of a building agreement, dated the 4th November 1924, Mr. S. N. Pochkhanawalla agreed with the Trust to erect a building on the above plot. The building has now been completed, and the draft has been prepared in accordance with the lease form attached to the building agreement above referred to.

2. Proviso 5 in the lease form states that, 'Nothing herein contained shall prevent the Board or their lessees or tenants from erecting buildings close to or adjoining the boundary of the land hereby demised (except where the same abuts on any road or street) and that although such buildings may as to the demised premises obstruct light and air.' This proviso appears in all leases granted by the Trust.

3. Mr. Pochkhanawalla through his solicitors now objects to this proviso and asks that the following rider should be added to the same :—

'Provided that no buildings hereafter constructed on the front plots shall obstruct the view of the sea at present enjoyed by the demised premises.'

4. Mr. Pochkhanawalla has been interviewed by the undersigned and he states that when he took up this plot he was largely influenced by the position of the same in relation to the buildings on either side of him, and also between his plot and the sea, and he therefore wishes the Trust to bind themselves to strictly follow the development as shown on the plan\* for this Estate.

5. The undersigned however pointed out that he could not recommend the Improvements Committee to bind the Board and their successors in the manner suggested by

\* Not printed.

Mr. Pochkhanawalla, and the latter therefore stated that he would be satisfied if the Trust agree to bind the building tenant of Plot No. 71 on the south-west of his plot to build strictly within the lines shown on the development plan, a copy of which is forwarded herewith\*, and in accordance with the building rules already sanctioned for this Estate. For the Improvements Committee's reference, a blue print of plan\* No. 192, dated the 17th November 1922 is forwarded herewith, on which Mr. Pochkhanawalla's plot and building have been shown surrounded by red lines, and the sanctioned building area of plot No. 71 by yellow lines.

6. The applicants of plots on this Estate have been informed that the building areas of plots have been so arranged as to give the best view of the sea on the hit-and-miss principle, and it is therefore considered that there is a good deal of force in Mr. Pochkhanawalla's contention that there should be some reference to the same in his lease.

7. The undersigned, therefore, though unable to recommend that the Trust should go so far as to bind themselves regarding the future position of all buildings on plots between Mr. Pochkhanawalla's building and the sea, is of opinion that the Committee might reasonably agree to meet the applicant's request by allowing a rider to be added to proviso No. 5 whereby the Trust would covenant not to allow any building or structure to be erected on the open space denoted by the letters A B C D on plan other than a boundary wall, and such porticoes, galleries, bay-windows and other architectural features customarily allowed on the Trust's Estates."

The Chairman proposed that a rider be added to proviso 5 in the lease as suggested by the Estate Agent in para 7 of his No. 518, dated 20th January 1927.

Mr. Nariman observed that since the proposal was to change the proviso in the lease it should be considered and on the Chairman's suggestion, it was resolved—

**Resolution 46.**—Referred to the Land Sub-Committee for consideration and report.

2. Mr. Nariman is appointed an additional member on the Land Sub-Committee for the purpose.

5. Re : The Flats—plots 1(g) and 1(i)—portion of—agreement with owner of private property abutting on the East of the above plots regarding the enjoyment of light and air from the above Trust land.

( File No. Mis. 49/27. )

Considered Estate Agent's No. 392, dated 15th January 1927 :—

"I have the honour to report that Mr. H. P. Warden, the owner of a private property abutting on the East of the above plot, has erected a building with 10 doors and 10 windows overlooking the Trust land from which they derive light and air as shown on the accompanying plan.\*

2. He was therefore written to on the subject and has interviewed the undersigned when he requested that he should be granted a license for the enjoyment of light and air to these doors and windows from Trust land.

3. It is therefore suggested that, as in previous cases, he should be granted an agreement on the following conditions :—

- (a) that the said doors and windows overlooking Trust land shall be deemed to have been opened or kept open with the express license and consent of the Board and the enjoyment hereafter by him, his heirs, executors, administrators or assigns or any person or persons claiming under him

\* Not printed.

or them, of the use of light and air to the premises belonging to him shall be deemed to be with the express license and consent of the Board to the intent that he shall not acquire any easement or right in respect thereof,

- (b) that he shall pay to the Board by way of acknowledgment for the license to keep open the said doors and windows a yearly rent of Re. 1 for each door and Re. 1 for each window, viz., Rs. 20 in all,
- (c) that he shall not without the previous consent in writing of the Board enlarge the said doors and windows,
- (d) that the Board may determine the agreement at any time by giving him notice in writing in that behalf,
- (e) that upon the determination of the agreement he shall, to the satisfaction of the Board and at his own expense, block up and keep blocked up in a permanent manner the doors and windows overlooking the said Trust land, and
- (f) that all costs and expenses of and incidental to the preparation etc., of the agreement shall be borne by him."

**Resolution 47.**—Sanction is accorded to grant a license to Mr. H. P. Warden for the enjoyment of light and air through the doors and windows overlooking the Trust land subject to the conditions contained in para 3 of the Estate Agent's No. 392, dated 15th January 1927.

6. Re : Foras Road Chawls—blocks 2 and 4—leased to the B.B. & C. I. Railway Co.—determination of tenancy by the Railway Co. and request for refund of premium etc.

(File No. Mis. 23/21.)

Considered Chief Officer's note, dated 17th January 1927:—

"By their Resolution No. 99, dated the 22nd February 1921, the Board agreed to lease to the Bombay Baroda and Central India Railway blocks Nos. 2 & 4 of these chawls for a period not exceeding five years and by another resolution, dated the 8th May 1923, an extension of two years was granted subject to either side being at liberty to determine the tenancy on giving six months' notice expiring at any time between the 31st March 1926 and 31st March 1928.

2. The Company have given notice to determine the tenancy on the 1st May 1927.

3. In accordance with the terms of the agreement with the Company, the Board will have to refund to them the premium of Rs. 2,96,000 which was paid when they went into possession and also a sum of about Rs. 1,400 which they spent on providing certain screens to some of the ground floor windows.

4. Provision has been made in the budget of 1927-28 for the payment of the amount."

**Resolution 48.**—Sanction is accorded to determine the tenancy as from 1st May 1927 and to refund the premium of Rs. 2,96,000 paid by the Railway Company when they took possession of the blocks together with the cost of construction of window screens less depreciation at Rs. 100 per annum.

7. Re: Scheme 37—Junction of Pydhowni and Sydenham Roads—Suit for ejectment to be filed in High Court against tenant of temporary shed on.

(File No. Mis. 31/27.)

Considered the following:—

(a) Land Manager's No. 277, dated 11th January 1927:—

"I have the honour to state that Mr. Tyeb Peer Mahomed has taken up the land in the above Case and erected a temporary shed thereon paying a rental of Rs. 100 per mensem.

2. He has all along been a very irregular paymaster, and suits had to be filed in the Small Causes Court, and decrees obtained.

3. Even after the passing of the decrees, the tenant evades payments, and pays only when executions are issued.

4. He has now again run into arrears to the extent of Rs. 600 from July to December 1926.

5. The tenant was therefore served with a notice to vacate which expired on the 30th November 1926.

6. Even this notice has no effect on him, and he has neither vacated the land nor seen his way to pay up the arrears.

7. As the tenant has all along been troublesome, there is no other help but to eject him through Court, and a suit will have to be filed in the High Court as the structure is of a permanent nature.

8. I have, therefore, to request the favour of your getting the Improvements Committee's sanction to my instructing the Trust Solicitors to file an ejectment suit in the High Court."

(b) Chief Officer's note, dated 17th January 1927:—

"I have discussed this with the Land Manager and agree that in the circumstances the only thing to do is to file a suit in the High Court."

**Resolution 49.**—The Chief Officer is authorized to file an ejectment suit in the High Court against the tenant, Mr. Tyeb Peer Mahomed.

8. Re: Dadar-Matunga—plot 617—alteration of layout.

(File No. Mis. 74/27.)

Considered Estate Agent's No. 570, dated 22nd January 1927:—

"Herewith I have the honour to forward an application with plans\* by the building tenant's architect for the alteration in the building area of the above plot.

2. The proposal is to extend the depth of the main building from 40 ft. to 60 ft., and to do away with the ground-floor outhouse site, which is 20 ft. in depth. The correct sanctioned building areas are shown by red dotted lines on the plan. The building tenant's architect explains that owing to an error the building has been shown 25 ft. away from the road whereas it will be 30 ft. back, and that therefore the proposed building will be 5 ft. less in depth than shown on the plan.

3. The Zoroastrian Building Society were asked to obtain letters from the building tenants of plots Nos. 616 and 618 on either side, stating that they will have no objection to the building tenant of plot No. 617 extending the depth of his building by 20 ft. The tenant of plot No. 618 has no objection, and the tenant of plot No. 616 has written to say that he has no objection to this alteration provided:—

(a) that no outhouse shall be built in future on the open space proposed to be left in the rear of the main building,

\* Not printed.

(b) that the front open space shall be 30 ft. as shown on the sanctioned development plan, and

(c) that the motor garage is to be built in the north-east corner of the plot, and not attached to the main building as shown on the architect's plan.

4. The Trust Architect's report No. 173, dated the 20th January 1927, is forwarded herewith, in which he states that he sees no objection to the proposal subject to certain conditions.

5. A similar proposal was allowed in the case of plot No. 794, under Trustees' Resolution No. 304, dated the 27th May 1924, subject to extra ground rent being paid in proportion to the additional floor area gained, and it is suggested that the same condition should be applied to this case.

6. By adding 20 ft. to the depth of this building on each of the 3 floors, the floor area will be increased by 2,160 sq. ft. which is equivalent to an increase of 2/7ths over the sanctioned floor area, after allowing for the fact that the ground floor outhouse will not be built. The ultimate ground rent of the main building is Rs. 508 per annum, and the additional rent worked out proportionately to the increase on the site of the main building will therefore amount to Rs. 144 per annum.

7. It is therefore suggested that the proposed extension to the main building for a depth of 20 ft. in the rear for the full height may be permitted subject to the following conditions—

(a) payment of extra ground rent amounting to Rs. 144 per annum,

(b) plans to be approved by the Plans Sub-Committee,

(c) no outhouse to be built at any time on the realigned 30 ft. rear open space,

(d) the front open space to be 30 ft. as shown on the sanctioned plan, and

(e) a separate application should be submitted for the two motor garages, which will not be allowed to be attached to the main building, and for which further additional ground rent will have to be paid."

*Trust Architect's No. 173, dated 20th January 1927, referred to in para 4 above ;—*

"In returning herewith the accompaniments forwarded with your letter No. E. A. 142, dated 7th instant, I have the honour to state that there is no objection to the proposed extension of the main building for a depth of 20 ft. in the rear for the full height in place of the building area of the outhouse. The proposal may be allowed subject to extra ground rent being paid in proportion to the additional floor area gained and to separate proposal being submitted for the motor garages.

The building and outhouse areas as shown in yellow dotted lines by the architect are not correct. The corrections as shown in red dotted lines are as per Trust layout."

**Resolution 50.**—Sanction is accorded to the proposed extension of the main building on the plot for a depth of 20 feet in the rear for the full height in place of the building area of the outhouse subject to the conditions contained in para 7 of the Estate Agent's No. 570, dated 22nd January 1927.

9. Re : Sewri-Wadala, Scheme 57—proposed exchange of land with the Acworth Leper Asylum.

(File No. Mis. 739/26.)

Considered Estate Agent's No. 524, dated 20th January 1927:—

"Herewith I have the honour to forward a copy of a letter, No. ALA/52, dated the 22nd December 1926, from the Honorary Secretary, Acworth Leper Asylum, together with a copy of the plan\* referred to therein, on which is shown by yellow lines the proposed new boundaries of the Acworth Leper Asylum on the basis of a land for land settlement.

\* Not printed.

2. The proposal is that the Leper Asylum will receive an area of about 3,847 sq. yards of Trust back land near the old Matunga Road and on the west of its existing boundary, in exchange for an equal area of land to be given to the Trust out of the eastern end of its grounds adjacent to the Harbour Branch Railway.

3. This exchange is in the interest of both parties as the land which the Trust will receive is required for the purpose of forming plots of good depth abutting on the new 60 ft. road, which the Trust propose to construct in the future running parallel with the Harbour Branch Railway; while the land which the Leper Asylum will receive is required for the segregation of the non-leper servants' quarters and kitchen, which are at present too adjacent to the Leper wards.

4. The principle of exchanging area is recommended for the Committee's approval as the land in each case is back land and of equal value, namely Rs. 7 per sq. yard.

It is considered, for the reasons given above, that both parties will benefit by the proposed revision of the Leper Asylum boundaries.

5. As the proposal in the first place originated with the Leper Asylum Board, and as it is considered that neither party will benefit to a greater extent than the other, the undersigned sees no reason why the Trust should agree to pay the cost of the removal of the heavy iron Asylum fences from the existing to the proposed new boundary, and it is thought that this expense should be borne by the Leper Asylum.

6. The undersigned would, however, suggest that the cost of the necessary conveyance of the land to be given by the Asylum to the Trust should be borne in equal shares between the Trust and Government as the Asylum Board hold the land from Government on a 99 years' lease only.

7. It is, however, pointed out that as the land proposed to be given by the Leper Asylum to the Trust lies outside the boundaries of Scheme No. 57 as notified, the proposed exchange of land will constitute an alteration in the scheme under section No. 37(2)(b) of the new Trust Act which lays down that if any alteration to a scheme involves the acquisition by agreement of any land other than that specified in the statement of the land to be acquired sanctioned under the original scheme, the Improvements Committee shall not without the previous approval of the Board proceed to execute the scheme as altered.

8. If, therefore, the Improvements Committee approve of this proposed exchange of land it will be necessary for the sanction of the Improvement Trust Board to be obtained to the same before Government can be approached by the Leper Asylum Board in this matter."

*\*Copy of letter No. ALA/52, dated 22nd December 1926, above referred to in para 1.—*

"In continuation of my letter, No. ALA/52 of 1926/27, dated 3rd September, I have the honour to request you to obtain the formal consent of the Bombay City Improvement Trust to the exchange of land provisionally agreed to. The nature of the exchange of land provisionally agreed to by the Board of Management of the Asylum has been indicated in yellow lines on the blue print which accompanied your letter of July 30th, 1926, addressed to Mr. Davis, Honorary Secretary of the Board, and it is to the revised proposals mentioned in para (1) of that letter that the consent of the Bombay City Improvement Trust is now required.

The President of the Asylum Board is of the opinion that the formal approval of the Trust must be obtained before Government can be approached.

I may further call your attention to the letter of 4th June 1926, addressed to you by Mr. Davis, Honorary Secretary, in which he suggested that the cost of removing the railings from the present to the new boundary line should be borne by the Trust."

**Resolution 51.**—Referred for consideration and report to the Special Sub-Committee constituted under Resolution No. 105, dated 20th July 1926.

10. Re : Establishment—Engineer's Department—Mr. S. M. Desai, Sub-Engineer—privilege leave to, for 6 days with permission to prefix Christmas holidays to the leave.

( File No. E. L. 4/27. )

Considered Chief Accountant's note, dated 9th January 1927:—

" Mr. Sunderlal Motilal Desai, B. E., a Sub-Engineer on permanent establishment on Rs. 400 in the grade of Rs. 250—25—400 has applied through the Engineer for 6 days' privilege leave from 3rd January 1927, with permission to prefix the Christmas holidays.

Privilege leave applied for is due and admissible and requires to be sanctioned by the Improvements Committee."

**Resolution 52.**—Privilege leave for 6 days is granted to Mr. S. M. Desai from 3rd January 1927, with permission to prefix Christmas holidays (from 24th December 1926 to 2nd January 1927) to it.

11. Re : Administration Report for the year ending March 1926.

The draft Administration Report copies of which had been furnished to the members on the Committee on 15th January 1927, was then considered.

The Chairman moved that the report be approved.

Dr. Viegas proposed an *amendment* that consideration be postponed.

The amendment was *lost*.

Mr. Nariman observed that the Trust had failed to achieve the two primary objects for which the Trust was brought into existence *viz.*, to remove the slums and to provide sanitary houses for the poor. He also suggested the abolition of the Tribunal of Appeal and made a very lengthy speech on these points.

Dr. Viegas stated that the Trust had done nothing to improve the insanitary areas and considered that the activities in the past had resulted in worsening the condition of the poor people. He also said that steps should be taken to amalgamate the Trust with the Municipality.

Mr. Mirza Ali Mohamed Khan said that the Tribunal of Appeal had not only compensation cases to dispose of but also many cases in which moneys had been deposited with them and that the President of the Tribunal was, he knew, doing his best to bring the work to an end.

Mr. Hoosenally pointed out that it was not worth while moving in the matter of the Tribunal of Appeal since it would automatically cease its existence by September next under the provision of the Act.

Dr. Batliwala pointed out that the Trust had made much improvement in the slum areas such as Nagpada, Mandvi Koliwada, Agripada etc. and remarked in favour of the Tribunal of Appeal.

The Chief Officer and the Chairman spoke in reply to the observations made.

On the Chairman putting his original proposition to the vote, it was *carried* and resolved—

**Resolution 53.**—The draft Administration Report prepared by the Chief Officer is approved.

## 12. The following documents were executed :—

I. *Debentures*—

Name of Holder.	Year of Loan.	Amount.	New issued.	Old cancelled.
	Rs.			
Mr. D. G. S. daSilva Lobo and another	1901	1,000	1	1
The Empire of India Life Assurance Co., Ltd. ...	1902	3,000	1	3
	1903	1,11,000	1	3
	1905	5,500	1	6
The Comptoir National D'Escompte de Paris ...	1903	4,500	9	9
Mr. Fardoonji Roostomji Sethna and another ...	1904	500	1	1
The National Bank of India, Ltd. ...	1904	7,000	3	3
	1905	6,000	3	7
Messrs. D. E. Vacha and others ...	1904	500	1	1
Mithibai J. D. Jamsetjee...	1905	1,000	1	1
Messrs. Nusserwanji Rustomjee Toddywala and another ...	1906	10,000	2	2
Mr. T. H. Fraser ...	1906	500	1	1
The Oriental Government Security Life Assurance Co., Ltd. ...	1907	36,000	2	2
	1908	500	1	1
	...	1,87,000	28	41

2. *Agreement* with Mr. Arjun Ganda *re* : right of cultivation of land in Cases of Nos. 112, 114, 118, 119, 120, 136, 137, 150 & 151 (portions of) in Scheme 57.

3. *Lease and Counterpart* to Mr. Pooranmal Goolji Singhanee *re* : plot No. 426 Dadar-Matunga Estate.

## 13. The following papers were laid on the Table:—

1. Purchase orders sanctioned by the Chief Officer under Section 22(1) of the Act.
2. Work Orders ditto ditto.
3. Temporary lettings ditto ditto.
4. Sale of materials ditto ditto.



# Bombay Improvement Trust.

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ESPLANADE ROAD,

*Bombay, 31st January 1927.*

At a special meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 2-30 P.M. (S.T.) there were—

**PRESENT :**

1. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., *Chairman.*
  2. DR. K. E. DADACHANJI, L.M. & S.
  3. DR. ACCACIO G. VIEGAS, L.M. & S.
  4. DR. S. S. BATLIWALA, L.M. & S., F.C.P.S.
  5. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
  6. MR. S. L. SILAM, B.A., LL.B.
  7. MR. B. G. HORNIMAN.
  8. MR. NAOROJI M. DUMASIA.
  9. MR. HOOSENALLY M. RAHIMTOOLA, B.A.
  10. MR. K. F. NARIMAN, B.A., LL.B.
  11. MR. W. H. NEILSON, O.B.E.
  12. THE HON'BLE MR. G. A. THOMAS, C.I.E., I.C.S.
  13. MR. GANPAT KRISHNAJI BORADE.
- MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE ACTING SECRETARY WERE ALSO PRESENT.

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The proceedings of the meeting held on 25th January 1927 were signed.

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**Revised Estimates for 1926-27 and Budget Estimates for 1927-28.**

The Chairman stated that the Finance and Establishment Sub-Committee had considered the budget estimates prepared by the Chief Officer and had gone into each and every item. They had suggested two changes in the budget estimates for 1927-28. He observed that the Sub-Committee had held seven meetings for the purpose. He then explained the budget estimates and invited the Members of the Committee to offer their remarks.

A general discussion then took place and it was decided to discuss the details of the budget, on Tuesday the 1st February.

2. The following documents were executed:—

1. *Debentures*:—

Name of Holder.	Year of loan.	Amount.	New issued.	Old cancelled
The Official Trustee, Bombay ...	1902	1,000	1	1
	1903	4,000	4	4
	1905	1,000	1	1
	1908	5,000	1	1
Messrs. Madhavji Virji & others ...	1912	1,000	1	1
	1914	1,000	1	1
		13,000	9	9

2. *Agreement in duplicate with Mr. Meherali Haji Jetha re : contract for the supply of Petty Stores during the year 1926-27.*

# Bombay Improvement Trust.

ESPLANADE ROAD,

Bombay, 1st February 1927.

At a special meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 4 P.M. (S.T.) there were—

## PRESENT :

1. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., *Chairman.*
  2. DR. K. E. DADACHANJI, L.M. & S.
  3. DR. ACCACIO C. VIEGAS, L.M. & S.
  4. DR. S. S. BATLIWALA, L.M. & S., F.C.P.S.
  5. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
  6. MR. S. L. SILAM, B.A., LL.B.
  7. MR. B. G. HORNIMAN.
  8. MR. NAOROJI M. DUMASIA.
  9. MR. HOSENALLY M. RAHIMTOOLA, B.A.
  10. MR. HARRY T. GORRIE.
  11. MR. S. B. BILLIMORIA, M.B.E.
  12. MR. C. N. WADIA, C.I.E.
  13. MR. W. H. NEILSON, O.B.E.
  14. THE HON'BLE MR. G. A. THOMAS, C.I.E., I.C.S.
  15. MR. GANPAT KRISHNAJI BORADE.
- MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE ACTING SECRETARY WERE ALSO PRESENT.

The minutes of the meeting held on 31st January 1927 were signed.

1. Resumed consideration of the Revised Estimates for 1926-27 and Budget Estimates for 1927-28, which were approved by the Finance and Establishment Sub-Committee with one change *viz.*, reduction of Rs. 7,500 in the leave allowances of the Chief Officer.

## Revised Estimates 1926-27.

The Chairman moved—

### *General Account.*

1. That the revised estimate of Revenue be adopted at Rs. 81,03,998.

**Resolution 54.—Carried.**

2. That the revised estimate of expenditure be adopted at Rs. 103,72,273.

**Resolution 55.—Carried.**

*Capital Account.*

1. That the revised estimate of Capital Receipts (including the opening balance) be adopted at Rs. 155,73,817.

**Resolution 56.**—Carried.

2. That the revised estimate of Capital Expenditure be adopted at Rs. 72,52,294.

**Resolution 57.**—Carried.

**Original Estimates 1927-28.**

The Chairman moved—

*General Account.***Receipts.**

1. That the estimate of Land Revenue be adopted at Rs. 50,29,337.

**Resolution 58.**—Carried.

2. That the estimate of the Municipal Contribution be adopted at Rs. 23,73,000.

**Resolution 59.**—Carried.

3. That the estimate of Miscellaneous receipts be adopted at Rs. 4,50,000.

**Resolution 60.**—Carried.

**Expenditure.**

1. That the estimate of expenditure on estates be adopted at Rs. 12,63,803.

**Resolution 61.**—Carried.

2. That the estimate of interest and sinking fund charges be adopted at Rs. 91,35,000.

**Resolution 62.**—Carried.

*Capital Account.***Receipts.**

1. That the estimated opening balance of Rs. 83,21,523 be adopted.

**Resolution 63.**—Carried.

2. That the estimate of sale proceeds amounting to Rs. 1,02,287 be adopted.

**Resolution 64.**—Carried.

3. That the estimated loan requirements be adopted at Rs. 25 lakhs.

**Resolution 65.**—Carried.

**Expenditure.**

1. That the estimated expenditure on Land Acquisition be adopted at Rs. 14,92,200.

**Resolution 66.**—Carried.

2. That the estimated expenditure on Works be adopted at Rs. 15,70,144.

**Resolution 67.—Carried.**

3. That the deficit on General Account be adopted at Rs. 25,46,466.

**Resolution 68.—Carried.**

4. That the estimated expenditure of Rs. 13,95,600 on cost of management and establishment be adopted.

Dr. Viegas then moved the following amendment—

- (1) That the Trust Engineer's Office should be transferred from Matunga to Head Office.
- (2) That the Drawing Section under the Engineer and the amalgamated Departments of the Land Manager and Estate Agent should be amalgamated.
- (3) That the Engineer's Accounts Section be transferred to the Chief Accountant's Department.
- (4) That the Committee is strongly of opinion that the Trust Architect's Department should be amalgamated with that of the Municipality before the end of 1925-27.

After hearing the Chief Officer on each of the above, each was put to the vote and *lost* by a large majority.

Dr. Viegas then moved his second notice of motion—

- (1) That no extension of service should be granted to those who are 55 years of age and above.
- (2) That these who are on extension should be asked to go.
- (3) That Government pensioners in the Trust service should be asked to go as early as possible.
- (4) That those whose service has been lent by Government should be sent back as early as possible.
- (5) That these on the temporary establishment should be asked to go before those on the permanent establishment, length of service in hard cord cases should be considered.
- (6) That the juniors on the permanent staff should be asked to go first and then the seniors.
- (7) That those in service for 25 years and above and are short of 30 years' service should be given the option of retirement and allowed full gratuity as if they had completed 30 years' service or 55 years of age.
- (8) That the Chief Officer be requested not to grant extension of service to officers and servants (except the inferior staff) drawing Rs. 300 and below.

After some discussion, the Chairman ruled that items 2 and 8 were out of order in view of the provision contained in Section 111 of the Trust Transfer Act, 1925, and of resolution No. 42, dated 21st October 1926, passed

by the Board. He then put each of the remaining items to vote and each was *lost* by a large majority.

Dr. Viegas then moved his last notice of motion—

"That the Committee are of opinion that the Arthur Road Motor Garage and the Agripada Lorry Workshop should be amalgamated with the Municipal Workshops before the end of 1926-27."

The Chairman pointed out that the question had already been discussed by the Sub-Committee who had heard both the Chief Officer and the Municipal Commissioner on the point and enquired if Dr. Viegas would withdraw his motion. On his replying in the negative, the motion was put to the vote and *lost* by a large majority.

The Resolution was then put to the vote and *carried*, only Dr. Viegas voting against it.

**Resolution 69.**—Carried.

**Resolution 70.**—The Revised Estimates for 1926-27 and Budget Estimates for 1927-28 prepared by the Chief Officer and approved by the Finance and Establishment Sub-Committee subject to a reduction of Rs. 7,500 in the leave allowances of the Chief Officer are approved under Section 99 of the Trust Transfer Act, 1925, and should be submitted to the Board as required by Section 100 of the Act.

2. The following document was executed :—

- (1) *License and duplicate to Sir Jansetjee Jeejeebhoy, Bart., and others permitting the laying of drain through the Trust land in Mahalaxmi Street Scheme, Scheme No. 66.*

# Bombay Improvement Trust.

ESPLANADE ROAD,  
Bombay, 8th February 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 4-10 P.M. (S.T.) there were—

## PRESENT :

1. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., *Chairman.*
2. DR. K. E. DADACHANJI, L.M. & S.
3. DR. ACCACIO G. VIEGAS, L.M. & S.
4. DR. S. S. BATLIWALA, L.M. & S., F.C.P.S.
5. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
6. MR. S. L. SILAM, B.A., LL.B.
7. MR. B. G. HORNIMAN.
8. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
9. MR. HOSENALLY M. RAHIMTOOLA, B.A.
10. MR. K. F. NARIMAN, B.A., LL.B.
11. MR. HARRY T. GORRIE.
12. MR. S. B. BILLIMORIA, M.B.E.
13. MR. W. H. NEILSON, O.B.E.
14. MR. E. W. PERRY, I.C.S.
15. MR. GANPAT KRISHNAJI BORADE.  
AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.  
MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE ACTING SECRETARY WERE ALSO PRESENT.

The proceedings of the meeting held on 1st February 1927 were signed.

The Chairman read letter, dated 3rd February 1927, received from the Chairman of the National Baby Week expressing thanks to the members of the Committee for their kind and generous donation of Rs. 500, paid to the Society in pursuance of the Committee's Resolution No. 13, dated 11th January 1927.

1. Re : Sale of materials.

Considered Engineer's No. 1259, dated 4th February 1927 :—

"I have to request the favour of your obtaining Improvements Committee's

- (1) W. I. Scrap at Rs. 20 per ton.
- (2) 16 Tip Waggon 2' gauge at Rs. 65 each.
- (3) 12 old steel barrels at Rs. 2 each.
- (4) 5 tip waggons (broken) frames in good order at Rs. 30 each.
- (5) Old and rusty binding wire at Rs. 10 per ton.
- (6) 13 H. P. Blackstone Kerosine Oil Engine at Rs. 1,800.

sanction to the sale of marginally noted articles to Messrs. William Laws

and Company at the price quoted against each.

The commission of 5% as sanctioned in Committee's Resolution No. 182, of 16th September 1926 will be paid as usual."

**Resolution 71.—Sanctioned.**

2. Re: Sale of Machinery.

Considered Engineer's No. 1024 of 31st January 1927 :—

Name of article to be sold.	Quantity	Rate and amount.	Name of purchaser.	Scheme No.	Remarks.
Black-stone Oil Engines 18 B.H.P. complete.	2	Rs. 1,800 each 3,600	Messrs. Savale & Co., Import and Export Mer- chants, 474, Sandhurst Road, Girgaum.	52	
Novo Oil Engine 1½ B.H.P. complete.	1	56-4-0			

**Resolution 72.—Sanctioned.**

3. Re: Lalbaug Estate—plots 27-28—agreed to be leased for the Parel Post Office—  
application for lease of.

( File No. Mis. 743/26. Ref. C. R. 300, dated 14-12-26.)

Considered Estate Agent's No. 896, dated 1st February 1927 :—

"I have the honour to inform you that the Improvements Committee by their Resolution No. 300, dated the 14th December 1926, resolved as follows :—

'The Postmaster General should be informed that the Board will be prepared to permit the surrender of the plots in question on Messrs. Raoji Sojpal and others entering into an agreement to become the Board's tenants and to—

(i) Pay the ground rent of Rs. 1,532 per annum from the date on which Government shall hand back these plots to the Board,

(ii) pay a deposit in Securities equivalent to two years' rent, and a cash deposit of Rs. 500 towards the cost of preparing etc., the necessary agreement and lease, and

(iii) erect a building to be used as shops, offices, godowns and residential purposes, costing not less than Rs. 50,000 before the 30th June 1928.'

2. In accordance with the above resolution, an application for a 999 years' building lease for the above plots has now been received from the Trustees of the adjoining Jain Temple on the terms and conditions laid down in the Resolution.

3. The Improvements Committee's formal acceptance of the accompanying application is therefore requested."

**Resolution 73.—**The application by Messrs. Raoji Sojpal and others for the lease of the plots is accepted and the Post Master General is permitted to surrender the plots.



**4. Re: Scheme 52, Worli—plot 7—situated at Fergusson Road—temporary lease of.**

(File No. Mis. 106/27.)

Considered Land Manager's No. 996, dated 2nd February 1927 :—

"I have the honour to forward herewith copy of plan \* No. 25, dated 31st January 1927 on which is shown by red boundary lines plot No. 7, which comprises 200 sq. yards of land. About 133 sq. yards. out of this plot, were let on a monthly tenancy to one Mr. E. H. Ismail, who now requests the Trust that he should be given a three years' lease of the land let to him at a rent calculated at the rate of Rs. 21 per 100 sq. yards per month which is the rate at which the adjoining plots Nos. 1, 2 & 3 have been let by the Trust. He was informed that his request would be granted if he was prepared to take up 200 sq. yards. To that he has agreed and wants to take up the plot herein on the usual conditions for a 3 years' lease.

The offer of Rs. 21 as rent per 100 sq. yards per month gives to the land a rate of Rs. 42 per sq. yard on 6 per cent. basis which is fair.

The offer is therefore submitted for your approval and for obtaining the Committee's sanction."

**Resolution 74.**—The application is accepted.

**5. Re: Scheme 60, Naigaum—plot E at the junction of Roads Nos. 7 and 13—temporary lease of.**

(File No. Mis. 79/27.)

Considered the following :—

(a) Land Manager's No. 602, dated 22nd January 1927 :—

"Mr. F. G. Bootwalla applied for the above plot, which is to the south of plot C recently let to Mr. Popat Jamal, on a rental of Rs. 67 per mensem, for occupation of an area of 275 sq. yards (vide Improvements Committee's Resolution No. 315 of 21st December 1926.)

2. The above plot has an equal area, for which the applicant is willing to pay Rs. 70 p.m., which gives to the land a rate of Rs. 51 per sq. yard on the 6% table.

3. He has paid in a month's rent in advance and a deposit equal to six months' rent in anticipation of sanction.

4. The period is for 3 years from date of acceptance of offer and the lease will be on normal conditions.

5. Plan \* showing plot E bounded red accompanies.

6. The offer is fair and is recommended for Chief Officer's approval and Improvements Committee's sanction."

(b) Chief Officer's note, dated 24th January 1927 :—

"The offer is a good one and is recommended for acceptance."

**Resolution 75.**—The application is accepted.

**6. Re: Sydenham Road Estate—Proposed development into building plots of the portion lying between Pydhoni Road and Masjid Bunder Road.**

(File No. Mis. 94/27.)

Considered Estate Agent's No. 835, dated 28th January 1927 :—

"Herewith I have the honour to forward a copy of plan \* No. 7, dated the 7th January 1927, on which is shown a proposed arrangement of the building plots on the

\* Not printed.

portion of Sydenham Road lying between Pydhoni Road on the North and Musjid Bunder Road on the South, as well as the arcading on those plots abutting on Sydenham Road.

This plan has been drawn out in consultation with the Acting Trust Engineer and the Acting Trust Architect, and the development is governed to a considerable extent by existing roads, the Minera Mosque, and private properties on the fringes of the Scheme.

2. The development also includes 5 plots on the North of Pydhoni Road, and 3 plots between Musjid Bunder Road and Bibijan Lane. The development of the latter 3 plots has, however, already been sanctioned under Trustees' Resolution No. 158, dated the 30th March 1926.

3. The new lines of road for Narayan Dhuru Street, and Khoja Mohalla Street, have been laid down in consultation with the Municipal Authorities, and the new lines as shown on the plan have been recently adopted by the Corporation.

It will be noticed that Narayan Dhuru Street is to be widened to 40 ft., Khoja Mohalla Street to 25 ft., Musjid Bunder Road to 60 ft., portion of Memonwada Road to 40 ft. and Pydhoni Road to 50 ft. It is proposed to give the valuable set-back land required for the widening of these streets to the Municipality free of cost.

4. Service passages have been provided for the benefit of the private properties on Kambekar Street and Memonwada Road in accordance with the terms of agreements made at the time of the acquisition by the Trust of the adjoining properties, over which these private properties had certain rights of light, air and drainage.

5. In order to obtain the best architectural effect, it has been found necessary to project the terminal arcaded features marked A and B on the plan, into portions of the existing Nagdevi Street and Memonwada Road, for which purposes the two small plots of land hatched yellow will have to be acquired from the Municipality, and thrown into plots Nos. 47 and 53B for building purposes.

Were it not for these projecting terminal features, the arcading at these points would have to be finished on the curve, which would altogether spoil the architectural effect of the arcading at the junctions of Memonwada Road and Nagdevi Street with Sydenham Road. It will be seen from the plan that the proposed junction of these two streets with Sydenham Road will be 70 ft. in width instead of from 30 to 40 ft. as at present existing. It will also be seen that a large number of the plots have an arcading-frontage of 60 ft. or thereabouts, which measurement is advisable in order to obtain the best appearance for the arcade as a whole. Excluding plot No. 25, which is very small and only suitable for inclusion with the land occupied by the adjacent Mosque, the areas of the proposed plots vary from 185 sq. yards in the case of plot No. 56A at the junction of Nagdevi Street and Sydenham Road, to 579 sq. yards in the case of plot No. 47 at the junction of Khoja Moholla Street and Sydenham Road. These areas are exclusive of the portion of the footpath 16 ft. in width to be covered by the arcading, for which it is suggested that half the rate paid for the main plot should be paid, as adopted by the former Trustees in their Resolution No. 300, dated the 21st July 1925, in the case of the development of the portion of the Sydenham Road Estate between Chunam Kiln Road and Sandhurst Road East.

It should be mentioned that plots Nos. 48, 52, 55 and 58 have already been disposed of at rates of Rs. 250, Rs. 250, Rs. 411 and Rs. 426 per sq. yard respectively, under Trustees' Resolutions Nos. 253 and 458, dated the 10th June 1919 and the 17th November 1925 and under Improvements Committee's Resolution Nos. 189 and 158, dated the 16th September 1926 and the 30th March 1926.

6. In deciding the general lay-out of these building plots, the building rules and lay-out for the Northern portion of this Estate which were adopted by Trustees' Resolution No. 300 dated 21st July 1925 have been followed.

It is therefore proposed, in the case of this section also, that the height of the buildings should be governed by the Municipal Bye-laws and the Trust's 63½° rule as to light and air, and the plots and their open spaces have been so arranged as to permit of

the buildings for the most part being carried up to their full height of 70 ft. with the exception of some small portions abutting on the narrow part of Memonwada Road opposite plots Nos. 28 and 29 where the full height would not be possible under the 63½° rule and the Municipal Bye-Laws.

It is proposed to allow buildings of a single storey, and upto the first floor level only, on the hatched portions of plots, as has been allowed on the Northern portion of this Estate, and on the Sandhurst Road and Nowroji Hill Estates.

7. Owing to the high prices expected to be realized for these plots, they have been kept as small as is consistent with the general architectural effect required for this imposing thoroughfare.

8. A copy of the building rules adopted by the Trustees for the Northern portion of this Estate referred to above is forwarded herewith for the information of the Committee, and it is recommended that they should be made to apply in the case of the buildings on the plots under consideration, as they have been found in practice to give the desired effect in the case of the new buildings under erection on the northern section.

9. The following additional conditions have, however, been found necessary, and have been agreed upon in consultation with the Municipal Commissioner and the Executive Engineer :—

(a) That no balconies or galleries shall be projected below second floor level, but architectural projecting features will be allowed upto a maximum of 18 inches at first floor level, and

(b) that the colour wash for the buildings is to be in accordance with that fixed by the Trust, in order to get the best appearance for the arcaded elevations, and a covenant to this effect will be inserted in all leases.

10. For the information of the Committee the general features of the building rules for the Sydenham Road Estate and arcading are given below.

11. Generally speaking the first floor level and the top of the arcade will be about 18 ft. above road level, but as Sydenham Road will vary considerably in levels it has been found necessary, in order to get the best architectural effect, to fix the height of the first floor level for plots between Chunam Kiln Street and Pydhoni Street, at 112°00 T.H.D., between Pydhoni and Nakhoda Street at 112°50 T.H.D., between Nakhoda Street and Nagdevi Cross Lane at 113°00 T.H.D. and the height of the arcade itself will, therefore, vary from 17'—9" to 18'—9".

At a height of 44 ft. above first floor level, normally 62 ft. above ground level, a chajja or string course is required to be provided, and in accordance with the Trustees' Resolution No. 162, dated 17th March 1922, the elevations of the buildings will be required to be in the oriental style of architecture.

12. As regards the arcade a definite silhouette has been fixed for the arch openings, so that the arcade may have the appearance of regularity throughout, although the various buildings may all be different in design.

The clear opening proposed is 8 ft. in width and 14 ft. in height to the apex of the arch (this latter dimension of course will vary in accordance with the differences in the level of the road).

The arches will then naturally fall into a regular spacing of approximately 11 ft. centre to centre, and the piers between the arches will become approximately 3 ft. in width.

The arcade upto the first floor level is required to be carried out in cut-stone. It is considered that this arrangement will give the maximum amount of light consistent with the convenience of the shopkeepers, economy of construction, and dignity of architectural effect.

13. It is recommended that shops, offices and godowns be permitted on the ground floor of the buildings, and residences and offices on the upper floors. All open spaces will be required to be properly paved and drained.

14. It is pointed out that there will be no arcading in front of plots Nos. 25, 26 and 27 on the new Road, as the adjoining property on the North up to Chunam Kiln Road consists of a mosque and other private property, which has been excluded from the Scheme, and the architectural effect of a short length of arcading in front of these plots would be bad, as one of the foremost rules for arcading is that it should be continuous.

15. The lease forms for the plots with arcades abutting on Sydenham Road have been so drawn as to include in the leases not only the main plot, but also the land covered by the arcade, reserving to the Public and the Trust rights of way over the foot-path to be formed under the arcade, and also reserving the necessary rights for the laying of the various Utility Companies' service mains under the foot-path, which latter will be maintained by the Trust. Only the carriage way admeasuring 70 ft. in width will be handed over to the Municipality when completed.

16. The proposed development as shown on plan No. 7, dated the 7th January 1927, and the building rules forwarded herewith together with the additions to the latter, as set out in para 9 above, are therefore recommended for the Improvements Committee's sanction."

**Resolution 76.**—Referred to the Land Sub-Committee for consideration and report.

2. Mr. Hoosenally M. Rahimtoola is appointed an additional member of this Sub-Committee for this purpose.

7. Re: Agripada West Estate—Plots 25, 26 and 27—insertion of the words  
"including a school" in the user clause of the lease—  
permission for.

( File No. Mis. 68/27 .)

Considered Estate Agent's No. 532, dated 21st January 1927 :—

"I have the honour to inform you that the building on the above plots is completed and the lease of the same is to be granted to the Executive Board of the Methodists Episcopal Church.

2. In accordance with the terms of the agreement the user is restricted to residential purposes only, but on the draft lease being forwarded to the lessees' solicitors for approval they state that though the greater portion of the building is used as a hostel, in 1923 a small school consisting of about 20 children was opened on the premises and they request that the words "including a school" may be inserted in the user clause of the lease.

3. As there are several other schools in the vicinity and no complaint regarding the same has been received it is considered that the lessees' solicitors' request may be acceded to."

**Resolution 77.**—The change in the user clause recommended by the Estate Agent in his No. 532, dated 21st January 1927, is permitted.

8. Re: Work order in favour of Mr. T. B. Chavan, re: crushing and stacking  
2,500 brass of rubble in Scheme 52, Worli.

( File No. Mis. 135/27 .)

Considered the following :—

(a) Engineer's No. 1008, dated 29th January 1927 :—

"Owing to the contract for the supply of crushed metal with the Municipality for its contractors sanctioned under Improvements Committee's Resolution No. 310 of

14th December 1926, which was not known when the above work order No. 7 of Book No. 88 for crushing metal was given to Mr. T. B. Chavan as the result of tenders called in August 1926, it has become necessary to make further arrangements immediately for the crushing of metal to increase the rate of output.

The present work order No. 7 of Book No. 88, dated 12th October 1926 for 1,600 Brass does not expire until 20th February 1927, but under this work order, the rubble was to be removed from behind the Hindoo Temple and crushed in the South set of crushers 800 feet away. These crushers alone cannot turn out crushed metal at a sufficient rate. Therefore the North set of crushers must be brought into immediate use and we cannot wait until the present work order expires.

In order to avoid the inconvenience of dealing with two contractors employed on the same class of work side by side, it would appear advisable to give an additional work order to the present contractor who would also be able to employ his labour on either set of crushers in case of a break-down.

The present rate of Rs. 4-7-0 per brass includes cartage of rubble by Trust's light railway for a lead of 800 feet, crushing and stacking within 200 feet.

Under the above circumstances, I have to request the favour of your obtaining Improvements Committee's sanction to my issuing a new work order in favour of the present contractor Mr. T. B. Chavan covering the cartage of not more than 2,500 brass of rubble from other areas by Light Railway for 400 feet average lead, crushing and stacking within 200 feet.

The difference in the lead of the proposed work order will be a cartage of 400 ft. I consider As. 6 to be a fair deduction for this and the rate of Rs. 4-1-0 per brass is recommended.

The work of Mr. Chavan has been found satisfactory and he is prepared to accept this rate which gives a total expenditure of Rs. 2,500 × Rs. 4-1-0 = Rs. 10,156-4-0."

(b) Chief Accountant's note, dated 4th February 1927:—

"Tenders for crushing and screening of 1,600 brass of metal were invited and lowest tender of Mr. T. B. Chavan was accepted by the Committee under their Resolution No. 208, dated 28th September 1926.

Subsequently the Committee in their Resolution No. 310, dated 14th December 1926, sanctioned the arrangement for the sale of about 4,000 brass of metal to the Municipality through their contractors.

In order to meet the Municipal requirements the Engineer recommends that a new work order in favour of the present contractor for crushing and screening of 2,500 brass of metal at a reduced rate of Rs. 4-1-0 per brass may be issued.

The proposal requires the Committee's sanction."

**Resolution 78.**—An additional Work Order, as proposed by the Engineer in his No. 1008, dated 29th January 1927, should be granted in favour of Mr. T. B. Chavan.

9. Re : Work Order No. 6, Book No. 88, for Rs. 4450—in favour of Messrs. The Tata Construction Co., Ltd.  
( File No. Mis. 472/23. )

Considered the following:—

(a) Engineer's No. 601, dated 18th February 1927:—

"With reference to correspondence ending with your No. W. A. 4576 of 14th October 1926, regarding execution of the work order above referred to, I have to request the favour of your obtaining Improvements Committee's sanction to the extension of the period of the above work order from 30th September 1926 to 31st May 1927 as the

work contracted for has not been finished within the specified time, due to earth not being available with the original period of the work order.

Work order No. 31/62 for Rs. 8,400 in favour of the same contractors for plot No. L has already been extended up to 31st May 1927 (*vide* Improvements Committee's Resolution No. 250 of 2nd November 1926) and I recommend that contractors may be given facilities for filling from both the portions of pipe line by extending the period of the work order above referred to."

(b) Chief Accountant's note, dated 3rd February 1927 :—

"The Municipal Corporation decided in 1923 to construct a road 100' in width over their Tulsī pipe line and to acquire the frontages along the road wherever expedient.

A portion of the Trust property at Haines Road required for the purpose was taken over by the Municipality in terms of the arrangement sanctioned under Trustees' Resolution No. 294, dated 27th May 1924. One of the conditions of this arrangement was that the Board shall purchase from the Municipality any surplus spoil out of their Tansa trenches required for filling the low lying land along the Haines Road.

The contract for filling in plot L was given to Messrs. Tata Construction Company who were doing the work for the Municipality in connection with their Tansa Main Trenches, under Work Order No. 51/62, dated 18th March 1926 for Rs. 8,400 at a rate of Rs. 4 per brass, the period of the work order being 18th March 1926 to 31st May 1926.

The Engineer subsequently reported that only 1200 brass of spoil for filling in would be available from the Municipal Trenches and the balance of 890 brass will have to be obtained from another site close by. Since Messrs. Tata Construction Company quoted a rate of Rs. 5 per brass for the latter the Engineer applied for Committee's sanction for the increased rate and for extension of the period of the original Work Order to end of September 1926. This was obtained under Committee's Resolution No. 144, dated 10th August 1926.

The Engineer accordingly issued another Work Order in favour of Messrs. Tata Construction Company under No. 6/88 to cover the increased rate the period being fixed to end of September 1926.

As the earth was not available during the period of the original work order the Committee in their Resolution No. 250, dated 2nd November 1926, extended the period to 31st May 1927 and the Engineer now recommends, for the same reason, that the period of the other work order (No. 6/88) may be similarly extended to 31st May 1927.

The proposed extension of the period requires the sanction of the Committee."

**Resolution 79.**—The period of the Work Order is extended to 31st May 1927.

10. Re : Report of the Finance and Establishment Sub-Committee No. 1, dated 1st February 1927, re : amalgamation of the Land Manager's and Estate Agent's Departments to.

"By their Resolution No. 40, dated 18th January 1927, the Committee approved, in principle, the Chief Officer's proposal to amalgamate these two Departments and referred the details to us for consideration and report.

2. The details are set out in the Chief Officer's notes, dated the 12th and 19th January ; the former has already been before the Committee and a copy of the latter is attached hereto. We have given careful consideration to these details and are of

opinion that they should lead to efficiency and economy. We recommend that they be given effect to and the schedule of establishment be amended accordingly.

Sd. V. A. Dabholkar,  
*Chairman.*

„ H. T. Gorrie.  
„ S. B. Billimoria.  
„ Naoroji M. Dumasia.  
„ C. N. Wadia.  
„ Hoosenally M. Rahimtoola.

Subject to alterations, modifications and retrenchment in the schedule of establishment.

Sd. Accacio G. Viegas.

*Chief Officer's note, dated 19th January 1927 :—*

“ The proposition statement attached to my note on the amalgamation of the Land Manager's and Estate Agent's Departments shews the present sanctioned strength of the existing Departments and the proposed strength of the new one.

2. Sanction is requested to abolish the following posts :—

**A.—Permanent Staff.**

*(i) Superior Officers.*

- (a) Land Manager as from the date (yet to be settled) on which Mr. Bharucha will retire.
- (b) One Deputy Land Manager which has been kept vacant since Mr. Matbar retired in October last.
- (c) One Assistant Land Manager from the date of expiration of the leave granted to Mr. A. D. N. Smith.
- (d) One Junior Assistant Land Manager. (vacant.)

*(ii) Upper Subordinates.*

- (e) Two Valuers (vacant).
- (f) Three Estate Superintendents (vacant).

*(iii) Lower Subordinates.*

- (g) One Surveyor.
- (h) One Inspector (vacant.)

*(iv) Office Staff.*

- (i) One Chief Clerk and Accountant.
- (j) One Draftsman (vacant).
- (k) One Tracer (vacant).

*(v) Menials.*

- (l) Four Peons.

**B.—Temporary Staffs.**

*(i) Lower Subordinates.*

- (a) One Measurer (vacant).
- (b) Three Rent Collectors (vacant).

*(ii) Inferior Staff.*

- (c) Twenty-six Lascars.

## 3. Sanction is requested to the following :—

## (a) Change in designation.

- (i) Two Deputy Land Managers to be Deputy Estate Agents.
- (ii) Two Senior and two Junior Assistant Land Managers to be Senior and Junior Assistant Estate Agents.

## (b) Creation of new posts.

- (i) Chief Clerk on Rs. 250-20-350.
- (ii) Accountant on Rs. 250-20-350.
- (iii) Senior Clerk on Rs. 125-5-175.

Posts (i) and (ii) have already been referred to in my note, dated the 12th instant. The Examiner of Local Fund Accounts has suggested the creation of the third post as he considers it necessary to appoint a man in this grade to check the revenue accounts etc. I concur in this.

## (c) Revision of Schedule.

The proposed schedule is given in the proposition statement already circulated.

## (d) Appointments to two posts.

- (i) It is proposed to appoint Mr. G. H. Mhatre a Junior Assistant Land Manager as one of the Senior Assistant Estate Agents.

Mr. Mhatre has served the Board for a considerable number of years and in addition to being the Senior of the Junior Assistant Land Managers he has worked under the Estate Agent on several occasions.

- (ii) It is also proposed to appoint Mr. D. N. Bamji as Chief Clerk on Rs. 290- plus a personal allowance of Rs. 10. Mr. Bamji is at present acting (on Rs. 300) as Chief Clerk and Accountant.

4. The proposition statement shews that the mean cost of the present sanctioned staff will be reduced by Rs. 8,781 per month. This is in addition to the retrenchment effected in 1925 as follows :—

Posts.	Mean pay per month.
	Rs.
1. Junior Assistant Land Manager ... ..	562
Conveyance allowance ... ..	50
2. Overseers ... ..	275
Conveyance allowance ... ..	60
5. Surveyors ... ..	462
Conveyance allowance ... ..	75
7. Measurers ... ..	385
Conveyance allowance ... ..	105
4. Rent Collectors ... ..	160
5. Junior Clerks ... ..	385
11. Clerks ... ..	605
5. Tracers ... ..	275
10. Peons ... ..	170
25. Lascars ... ..	425
Allowances totalling ... ..	1,095
Total ... ..	5,089

Resolution 80.—Report No. 1 of the Finance and Establishment Committee, dated 1st February 1927, is



11.7. Re; Revision of Establishment—Engineer's Department.

Considered report of the Finance and Establishment Sub-Committee No. 2, dated 3rd February 1927 :—

"We have considered the Chief Officer's note, dated the 24th January giving the information asked for by the Committee in their Resolution No. 42, dated the 18th idem and also his proposals regarding the revision of the Engineer's Department.

2. We recommend that sanction be given to the request to abolish the posts set out in para 4 of the note and to the proposals contained in paras 5, 6 and 7 thereof.

3. We understand that the Chief Officer hopes to be able to suggest means whereby the motor lorry garage may be abolished in the course of a few months and that he is of opinion that it will be possible to effect a further reduction in the staff at the end of 1927-28.

4. We have considered the proposition statement printed on pages 11 to 17 of the Chief Officer's note. We consider that the maximum pay of the Engineer should not exceed Rs. 2,000 per mensem which is the maximum payable to the Executive Engineer in the Municipality ; with this exception we recommend that the proposition statement be approved and that the Schedule of Establishment be amended accordingly.

5. We are informed that some members of the temporary staff have asked that they may be made permanent ; this matter will be considered by us and reported on in due course.

**Engineer's Department-Establishment.**

With reference to the Committee's Resolution No. 42, dated 18th January 1927, asking me to report through the Finance and Establishment Sub-Committee (1) in which schemes works are being carried out by the Engineer's Department, (2) the staff engaged in the said schemes mentioning their designations as given in the Budget Estimates of 1926-27 and in the Budget Estimates of 1927-28 and (3) the number of buildings which are in course of construction on leased plots, I beg to observe as follows :—

As to (1)—the information is given in the Budget Estimates but for ready reference I attach hereto schedules giving it in another form.

As to (2)—five schedules are attached hereto showing (a) the general establishment and (b) the staff engaged in the four sections into which for convenience sake the schemes are divided.

As to (3)—The number of buildings actually under construction on leased plots at the present time is 43 but the Architect's Section of the Engineer's Department has to watch and keep in repair 921 acquired buildings, 142 blocks of chawls and 151 blocks of semi-permanent sheds. In addition the Architect has to inspect 1022 buildings belonging to the Board's lessees to see that the covenants are observed and unauthorized alterations not carried out.

2. During the last few years the Engineer's Department has been greatly reduced. Some posts have been abolished and many have been kept vacant as it has been my policy to refrain from filling up posts when men have left to take up other appointments. The actual cost of the Department is as follows :

	1924-25	1925-26	1926-27 (Revised)	1927-28 (Budget)
Permanent ... ..	Rs. 3,64,807	3,62,587	3,11,700	3,11,000
Temporary ... ..	„ 2,30,598	1,65,292	1,13,000	55,000
Total ... ..	Rs. 5,95,405	5,27,879	4,24,700	3,66,000

The cost in 1927-28 is less than that of 1924-25 by Rs. 2,29,405 and the reduction would have been still greater had it not been necessary to provide a sum of Rs. 38,500/- to cover the cost of allowances to men on or going on leave preparatory to retirement. At the end of last year the Board lost Mr. Watson's services as he went on leave preparatory to

retirement and in May last Mr. Katrak, who had taken over Mr. Watson's work, died. Mr. Kynnersley was appointed to act for Mr. Katrak and instead of having a Chief Engineer and three Executive Engineers, 1st grade, we have now an Engineer and one Executive Engineer, 1st grade. I mention this in order to draw attention to the fact ( which, I fear, is sometimes apt to be overlooked ) that the Board lost the services of their two senior engineers within a period of less than two months and that the vacancies caused thereby have not been filled. Mr. Kynnersley as Ag. Engineer has had a very heavy burden thrown on him and I cannot speak too highly of the way in which he has carried out his duties ; he has been loyally supported by the members of his staff all of whom have endeavoured to cut down expense in every possible way.

3. A study of the map of Bombay shewing the position of Board's Schemes and a glance at the schedules shewing the expenditure on those schemes will shew that the work in hand covers a very large area and extends from Duncan's Causeway on the North to Crawford Market on the South. By the end of 1927-28 the bulk of the work in schemes 43 and 47 will be completed and ( unless the demand for land extends northwards ) work in scheme VI will have to be shut down; it will then be possible to effect some further retrenchment on establishment. Up to the present, retrenchment has been mainly in the Temporary Establishment and in the proposals made later on, the same principle is followed.

4. I attach hereto a proposition statement shewing the present sanctioned strength of the Department, the posts proposed to be abolished and the proposed strength for 1927-28.

Sanction is requested to abolish the following posts.

#### Permanent Staff.

##### Senior Officers.

- 2 Executive Engineers ( vacant )
- 2 Assistant Engineers ( 1 vacant )
- 1 Cost Superintendent ( vacant )

##### Upper Subordinates.

- 7 Sub-Engineers ( 3 vacant and 3 proposed to be provided as Assistant Engineers )
- 8 Overseers ( 7 vacant ).

##### Drawing Branch.

- 5 Draftsmen ( 3 vacant ).

##### Office Staff.

- 1 Senior Clerk.

##### Inferior Staff.

- 1 Peon ( vacant ).
- 1 Boy peon ( vacant ).

#### Temporary Staff.

##### Schemes 51, 52, 58 and 61.

##### Executive Staff.

- 1 Assistant Engineer ( vacant ).
- 3 Sub-Engineers ( 2 vacant ).
- 1 Workshop Foreman.
- 6 Junior Overseers ( vacant ).

##### Office Staff.

- 1 Store-keeper.
- 1 Accountant ( vacant ).
- 5 Clerks ( 3 vacant ).
- 1 Draftsman ( vacant ).

**Special Workmen.**

- 1 Foreman (vacant).
- 1 Permanent Way Inspector (vacant).

**Permanent Housing Scheme.****Executive Staff.**

- 2 Junior Assistant Engineers (1 vacant and 1 provided on permanent establishment).
- 8 Overseers (7 vacant).

**Office Staff.**

- 1 Store Account-keeper (vacant).
- 7 Clerks (vacant).

**Sion-Matunga and Sewri-Wadala.****Executive Staff.**

- 1 Junior Assistant Engineer (vacant).
- 2 Sub-Engineers (vacant).
- 5 Senior Overseers (2 vacant).
- 1 Permanent Way Inspector (vacant).

**Office staff.**

- 3 Clerks (vacant).

**Medical Staff.**

- 1 Medical Officer.

**Dharavi.****Executive Staff.**

- 1 Executive Engineer (vacant).
- 1 Junior Assistant Engineer (vacant).
- 1 Mechanical Assistant Engineer (vacant).
- 1 Sub-Engineer.
- 3 Senior Overseers (2 vacant).
- 1 Works Foreman (vacant.)

**Office Staff.**

- 3 Clerks (2 vacant).

**General-Additional.****Executive Staff.**

- 13 Overseers (12 vacant).
- 2 Permanent Way Inspectors (vacant.)
- 1 Sanitary Inspector.
- 2 Surveyors (vacant).
- 2 Quarry Masters (vacant).
- 1 Camp Superintendent (vacant)
- 2 Supervisors (1 vacant).
- 1 Labour Supervisor.

**Office Staff.**

- 7 Clerks (4 vacant and one proposed to be transferred to the permanent establishment).
- 9 Clerks (5 vacant).
- 4 Draftsmen (3 vacant).
- 2 Tracers (vacant).

**Inferior Staff.**

- 11 Lascars.

5. It is proposed to change the designation of some of the officers and sanction is requested to the following :—

- 1 Executive Engineer 1st grade to be Deputy Engineer.
- 1 Executive Engineer 1st grade to be Architect (he has always been known as such).
- 3 Executive Engineers, 2nd grade, to be Senior Assistant Engineers (as in the Municipality).
- 4 Assistant Engineers to be Junior Assistant Engineers (as in the Municipality).
- 1 Petty Stores Purchasing Officer to be Petty Sales and Stores Purchasing Officer.

6. It is proposed to create the following posts :—

- 1 Senior Assistant Engineer in the grade of Rs. 650-50-1200 with efficiency bar at Rs. 800.

(There will then be three such posts but it is proposed that the holders [of only two of them shall be allowed to pass the efficiency bar).

- 1 Assistant Accountant on Rs. 200 (for six months only).

7. Mr. A. N. Walker, Executive Engineer, 1st grade, to be Deputy Engineer (Vide para 5 ante).

Mr. Framji to continue to act as Architect.

Mr. J. J. Engineer, Assistant Engineer, as Senior Assistant Engineer (vide para 6 ante.)

Mr. Sant Ram, Sub-Engineer and S. P. T. Assistant Engineer (on Rs. 550 per mensem) who will continue to hold this post until February 28th, to be Junior Assistant Engineer on Rs. 450.

Mr. Vakil, Sub-Engineer and S. P. T. Assistant Engineer (Temporary—on Rs. 500/- per mensem) who will continue to hold this post till February 28th, to act as Junior Assistant Engineer on Rs. 450/- per mensem, the minimum pay of the appointment.

Mr. Marathe, Sub-Engineer, as acting Assistant Engineer (Temporary on Rs. 550/- per mensem) from date of his return from leave till February 28th, and thereafter as Junior Assistant Engineer on Rs. 450/- per mensem.

8. The proposition statement shews that the mean cost of the present sanctioned (not working) staff will be reduced by Rs. 33,458 per month. This is in addition to the posts abolished in 1924-25 as follows :—

Posts.		Mean Pay.			
		Rs.			
2	Executive Engineers, 1st grade	...	...	...	3,250
1	Assistant Engineer Mechanical	...	...	...	762
1	Foreman ... ..	...	...	...	700
1	Assistant Engineer Mechanical	...	...	...	475
	Permanent Way Inspector ...	...	...	...	300
2	Medical Officers	...	...	...	366
4	Clerks ... ..	...	...	...	308
	General ( additional)				
1	Mechanical Foreman	...	...	...	167
1	Overseer ... ..	...	...	...	180
3	Clerks ... ..	...	...	...	231
	War Allowance...	...	...	...	220
					Total Rs. 6,959 per month

R. H. A. DELVES.

*Chief Officer,*

Bombay Improvement Trust.

**Section No. 1.**  
Expenditure on General and Capital Accounts.

Scheme No.	1926-27.			1927-28.		
	General account.	Capital account.	Total.	General account.	Capital account.	Total.
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
4	7,300	3,300	10,600	8,200	5,000	13,200
11	3,100	1,000	4,100	3,500	16,500	20,000
13	...	2,236	2,236	...	...	..
52	27,600	5,63,900	5,91,500	34,500	1,12,000	1,46,500
53	1,850	1,900	3,750	800	1,000	1,800
58	800	2,746	3,546	1,025	...	1,025
61	3,004	3,402	6,406	2,800	...	2,800
65	5,653	...	5,653	6,000	...	6,000
71	600	12,950	13,550	500	2,000	2,500
The flats ...	12,750	11,495	24,245	11,125	5,000	16,125

**Section No. 2.**  
Expenditure on General and Capital Accounts.

Scheme No.	1926-27.			1927-28.		
	General account.	Capital account.	Total.	General account.	Capital account.	Total.
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
5	42,500	2,00,000	2,42,500	38,000	1,86,000	2,24,000
6	33,000	1,82,700	2,15,700	31,000	1,27,000	1,58,000
31	13,550	86,000	99,550	13,500	80,000	93,500
56	...	79,000	79,000	...	75,000	75,000
57	5,000	4,35,000	4,40,000	5,000	2,00,000	2,05,000
60	19,000	43,700	62,700	13,000	35,000	48,000

**Section No. 3.**  
Expenditure on General and Capital Accounts.

Scheme No.	1926-27.			1927-28.		
	General account.	Capital account.	Total.	General account.	Capital account.	Total.
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
1	500	...	500	200	...	200
2	3,000	...	3,000	3,500	...	3,500
3	2,600	4,040	6,640	2,600	28,000	30,600
8	1,700	400	2,100	1,600	...	1,600
27	300	...	300	400	...	400
29	1,600	55,900	57,500	500	16,300	16,800
32	200	8,400	8,600	400	21,000	21,400
37	1,000	99,400	1,00,400	2,944	1,15,000	1,17,944
43	1,300	53,600	54,900	1,000	1,08,000	1,09,000
47	4,200	1,28,400	1,32,600	1,650	1,60,000	1,61,650
50	...	12,700	17,700	...	500	500
54	100	700	800	300	2,900	3,200
62	...	17,200	12,200	...	3,500	3,500
69	2,400	2,60,200	2,62,600	200	15,000	15,200
Schedule lands.	6,460	...	6,460	2,620	...	2,620

**Section No. 4.**  
Expenditure on General Account.

Scheme No.	1926-27.	1927-28
	Rs.	Rs.
3	5,943	2,000
5	690	450
6	1,032	2,500
29	2,147	1,500
31	5,057	4,000
32	6,794	4,000
37	21,374	11,000
41	1,569	2,000
43	4,047	20,700
47	13,700	2,500
52	3,827	3,000
54	330	100
56	5,658	3,500
57	13,202	7,000
58	949	1,100
59	313	350
60	9,009	5,000
Chawls ...	1,04,368	81,150
S. P. Sheds ...	8,797	3,150
	2,08,806	1,55,000

Engineer's Department—Establishment.

(i) General, (ii) Preparation Department and (iii) Drawing Office.

1926-27.				1927-28.			
Name.		Designation.		Name.		Designation.	
Mr. Watson (on leave) ...	...	Chief Engineer	...	Mr. Watson ...	...	(On leave.)	
" Katrak (till May 1926)	...	Ag. Chief Engineer	...	Mr. Kynnersley ...	...	Ag. Engineer.	
" Kynnersley	...	Do.	...	" Donde ...	...	Sales and Purchasing Officer.	
" Donde	...	(P) Purchasing Officer	...				
<i>Preparation Department.</i>							
Mr. Engineer ...	(P)	Assistant Engineer	...	Mr. Engineer...	...	Senior Assistant Engineer.	
" Desai ...	(P)	Sub-Engineer...	...				
" Kanga ...	(P)	Do.	...				
" Iyengar ...	(P)	Overseer	...				
" Muzumdar ...	(P)	"	...				
" Shah ...	(P)	"	...				
<i>Drawing Office.</i>							
Mr. Wadke ...	(P)	Sub-Engineer...	...	Mr. Des ...	(P)	Sub-Engineer.	
" Soloman ...	(P)	Estimator	...	" Soloman ...	...	Estimator.	
9 Draftsmen ...	(P)	Draftsmen	...	5 Draftsmen ...	(P)	Draftsmen.	
I " ...	(T)	"	...				
<i>Mumbra Sand</i>							
Mr. Taraporewala ...	(T)	Overseer	...				

NOTE.—(P) Permanent Establishment and (T) Temporary Establishment.



**Engineer's Department—Establishment.**  
Section No. 1.

Schemes.	1926-27.		1927-28.	
	Names.	Designation.	Names.	Designation.
All Schemes noted below.	Mr. Walker.	Ex. Engineer 1st grade.	Mr. Walker.	Deputy Engineer.
52, 58 & 61 ...	Mr. Nadirshah	(P) Asstt. Engineer	...	...
	„ Dias	(T) Sub-Engineer	...	...
	„ Wadia	(P) Overseer	... Mr. Wadia	Overseer.
	„ Khanna	(P) „	...	...
	„ Panvalker	(P) „	... „ Panvalker	Overseer.
	Dr. Shanbag	(T) Sanitary Insptr.	...	...
	Mr. Gould	(T) Workshop Foreman	...	...
4, 11, 13, 30, 53, 66 & 71.	„ Rege	(T) Overseer	... Mr. Masani	(P) Overseer.
Motor Lorry Garage.	„ Watson	(T) Superintendent.	„ Watson	Superintendent.
Agripada Workshop.	„ Balliah	(P) Overseer ( „ )	„ Balliah	„
Gardens and Trees.	„ Kelkar	(P) „ ( „ ) (of Garden.)	„ Kelkar	„

NOTE.--(P) Permanent Establishment.  
(T) Temporary Establishment.

## Engineer's Department—Establishment.

## Section No. 2.

Scheme.	1926-27.		1927-28.	
	Names.	Designation.	Names.	Designation.
All Schemes noted below.	Mr. Baria (P)	Ex. Engineer (2nd grade.)	Mr. Baria.	Senior Asstt. Engineer.
56 & 57 ...	Mr. Dighe (P)	Asstt. Engineer	Mr. Dighe ...	Jnr. Asst. Engr.
5, 6 (pt.) 31, 60	„ Marathey (T)	Do.	„ Marathe (P)	„ „ „
6 (pt.) 56 ...	„ Attavar (P)	Sub-Engineer...	„ Attavar ...	Sub-Engineer.
5 & 6 (pt.) ...	„ Dalaya (P)	Overseer ...	„ Dalaya ...	Overseer.
31 & 60 ...	„ Bhakta (T)	„ ...	„ Bhakta ...	„
56 & 57 ...	„ Richardson (T)	„ ...	„ Muzumdar (P)	„
	„ Spetts (T)	„ ...	.....	...
57 ...	„ Sant (T)	„ ...	„ Iyengar (P)	„
57 ...	„ Chandulal (P)	„ ...	„ Kanga (P)	Sub-Engineer.
6 ...	„ Desai (T)	„ ...	.....	...
6 ...	„ R. Khan (T)	Labour Super-visor.	.....	...
Medical Officer	Dr. Naik (T)	Medical Officer	Dr. Naik or	... Medical Officer.
„	„ Mudliar (T)	„	Dr. Mudliar	... „ „
Sanitary Inspector.	Mr. Latif (T)	Sanitary Inspector.	Mr. Latif	... Sanitary Inspr.
Sewage-Disposal.	„ Patil (P)	Head Fitter ...	Mr. Patil	... Head-fitter.
Asphalt ...	„ Murphy (P)	Sub-Engineer	Mr. Murphy	... Sub-Engineer.

Note.—P—Permanent Establishment and T—Temporary Establishment.

**Engineer's Department—Establishment.**

## Section No. 3.

Schemes.	1926-27.		1927-28.	
	Name.	Designation.	Name.	Designation.
All Schemes noted below.	Mr. Abhyankar (P)	Ex. Engineer (2nd Grade)	Mr. Abhyankar.	Senior Asstt. Engineer.
2,3,8,27,32,33,54,62,69. }	Mr. Sant Ram (P)	Asstt. Engineer	Mr. Sant Ram	Junior Asstt. Engineer
Do.	„ Kulkarni (T)	Sub. Engineer	.....	...
47	„ Modak (P)	Overseer	Mr. Modak	Overseer
29,37,43,50	„ Vakil (T)	Asstt. Engineer	„ Vakil ( P )	Junior Asstt. Engr.
37&43	„ Masani (P)	Overseer	„ Shah ( P )	Overseer

Note (P)—Permanent Establishment ; (T)—Temporary Establishment.

**Engineer's Department—Establishment.**

## Section No. 4.

Schemes	1926-27.		1927-28.	
	Name	Designation	Name	Designation
All Schemes	Mr. Cable	Architect	...	...
Do	Mr. Framji (P)	Asstt. Engineer	Mr. Framji	Ag. Architect
All Chawls & acquired buildings }	Mr. A. Kadar (P)	Sub-Engineer	Mr. A. Kadar.	Sub. Engineer
Do	„ Vidwans (P)	Overseer	Mr. Vidwans	Overseer
Do	„ Sujan Singh (P)	Do	„ Sujansingh	Do
Lessee's Buildings Northern Section. }	„ D'Souza (P)	Sub-Engineer	„ D'Souza.	Sub. Engineer
Do Central Section }	Mr. Nanavati (P)	Overseer	Mr. Nanavati	Overseer
Do Southern Section. }	Mr. Taylor (P)	Do	Mr. Taylor	Do

Note (P)—Permanent Establishment.

Statement of proposition of revision of Establishment—Engineer's Department (Permanent).

Nature of Charges.														Proposition.				Remarks.
Present Scale.						Proposed Scale.						Permanent.		Temporary.				
Number.	Designation.	Pay.			Average Cost.	Number.	Designation.	Pay.			Average Cost.	Increase per month.	Decrease per month.	Increase per month.	Decrease per month.			
		Minimum.	Increment.	Maximum.				Minimum.	Increment.	Maximum.		Amt.	Amt.	Amt.	Amt.			
		Rs.	Rs.	Rs.	Rs.			Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.			
1	Engineer ... ..	1,750	50	2,250	2,000	1	Engineer ... ..	1,750	50	2,250	2,000							
<b>Superior Officers.</b>																		
4	Executive Engineers, 1st grade	1,200	50	1,500	5,700	2	Dy. Engineer and Architect ...	1,200	50	1,500	2,850							
2	Do. do. 2nd grade	650	50	1,200*	1,850	3	Senior Assistant Engineers ...	650	50	1,200*	2,775							
6	Assistant Engineers ...	450	50	600	3,372	4	Junior Assistant Engineers ...	450	50	600	2,248							
1	Costing Superintendent ...	700	30	850	812		Conveyance allowance ...				930							
	Conveyance allowance ...				1,715													
13					13,449	9					8,803		4,646					
<b>Upper Subordinates.</b>																		
1	Petty Stores Purchasing Officer	300	30	450	412	1	Petty Sales and Stores Purchasing Officer.	300	30	450	412							
13	Sub-Engineers ... ..	250	25	400	4,706	6	Sub-Engineers ... ..	250	25	400	2,172							
24	Overseers (including one Garden Supervisor and one Head Fitter) ... ..	100	10	200†	3,600	16	Overseers (including one Garden Supervisor and one Head Fitter) ... ..	100	10	200†	2,400							
	Conveyance allowance ...				1,225		Conveyance allowance ...				745							
18					9,943	23					5,729		4,214					
<b>Drawing Branch.</b>																		
0	Draftsmen ... ..	150	10	250	2,000	5	Draftsmen ... ..	150	10	250	1,000							
0					2,000	5					1,000		1,000					
12	Carried over ... ..				27,392	38	Carried over ... ..				17,532		9,860					

\* Efficiency bar at 800.

† Efficiency bar at 150.

**Statement of proposition of revision of Establishment—Engineer's Department (Permanent)—contd.**

Nature of Charges.												Proposition.				Remarks.
Present Scale.						Proposed Scale.						Permanent.		Temporary.		
Number.	Designation.	Pay.			Average Cost.	Number.	Designation.	Pay.			Average Cost.	Increase per month.	Decrease per month.	Increase per month.	Decrease per month.	
		Minimum.	Increment.	Maximum.				Minimum.	Increment.	Maximum.		Amt.	Amt.	Amt.	Amt.	
62	Brought forward Office Staff. ...	Rs. ...	Rs. ...	Rs. ...	Rs. 27,392	38	Brought forward Office Staff. ...	Rs. ...	Rs. ...	Rs. ...	Rs. 17,532	Rs. ...	Rs. 9,860			
1	Superintendent ...	300	20	400	375	1	Superintendent ...	300	20	400	375					
1	Accountant ...	250	20	350	325	1	Accountant ...	250	20	350	325					
7	Senior Clerks ...	125	5	175	1,050	1	Assistant Accountant ...	200	10	250	237					
25	Clerks ...	40	3-70	5-125*	1,925	6	Senior Clerks ...	125	5	175	900					
	Conveyance allowance to one Senior Clerk ...	...	...	...	30	25	Clerks ...	40-3-70-5-125*	...	...	1,925					
							Conveyance allowance to one Senior Clerk ...	...	...	...	30					
34	War allowance for 66 Inferior staff. ...	...	...	...	3,705 <sup>1</sup>	34	War allowance for 52 Inferior staff. ...	...	...	...	3,792	87	280			
					1,320	...					1,040					
1	Havildar ...	22	1	24	23	1	Havildar ...	22	1	24	23					
3	Naiks ...	19	1	21	60	3	Naiks ...	19	1	21	60					
21	Peons (including 2 hamals and 2 Ramoshis) ...	16	1	18	357	20	Peons (including 2 hamals & 2 Ramoshis) ...	16	1	18	340					
4	Boy-peons ...	11	to	14†	50	3	Boy-peons ...	11	to	14†	37					
29	House Rent to peons (25) Temporary and Provisional allowance ...	...	...	...	490	27	House Rent to peons (24) Temporary and Provisional allowance ...	...	...	...	460		30			
					150						144		6			
					87						81		6			
125	Grand total ...	...	...	...	33,144	99	Grand total ...	...	...	...	23,049	87	10,182			
												10,095				

\*Efficiency bar at 70 and 100.

† According to age and smartness.

MEETING OF THE IMPROVEMENTS COMMITTEE OF 8TH FEBRUARY, 1927.

Statement of proposition of revision of Establishment—Engineer's Department (Temporary).

Nature of Charges.											Proposition.				Remarks.	
Present Scale.					Proposed Scale.					Permanent.		Temporary.				
Number.	Designation.	Pay.			Average Cost.	Number.	Designation.	Pay.			Average Cost.	Increase per month.	Decrease per month.	Increase per month.		Decrease per month.
		Minimum.	Increment.	Maximum.				Minimum.	Increment.	Maximum.		Amt.	Amt.	Amt.		Amt.
	<b>Establishment for Worli works, etc.</b>	Rs.	Rs.	Rs.	Rs.		<b>Establishment for Worli works, etc.</b>	Rs.	Rs.	Rs.	Rs.				Rs.	
	<b>Executive staff.</b>						<b>Executive staff.</b>									
1	Assistant Engineer ...	450	50	600	562	...		...	...	...	...					
1	Work-shop Foreman ...	450	...	450	450	...		...	...	...	...					
1	Sub-Engineer ...	250	25	400	362	...		...	...	...	...					
2	Sub-Engineers ...	av. 300	...	av. 300	600	...		...	...	...	...					
6	Junior Overseers ...	100	10	200*	900	...		...	...	...	...					
	Coveyance allowance ...	...	...	...	355	...		...	...	...	...					
<b>11</b>					<b>3,229</b>	<b>...</b>									<b>3,229</b>	
	<b>Office staff.</b>						<b>Office staff.</b>									
1	Store-keeper ...	av. 300	...	av. 300	300	...		...	...	...	...					
1	Accountant ...	200	...	200	200	...		...	...	...	...					
2	Pay clerk and one clerk for grain shop.	150	...	150	300	...		...	...	...	...					
4	Clerks ...	40-3	70	5-125†	308	1	Clerk ...	40-3	70	5-125†	77					
1	Draftsman ...	150	10	200	200	...		...	...	...	...					
<b>9</b>					<b>1,308</b>	<b>1</b>					<b>77</b>				<b>1,231</b>	
	<b>Special Workmen.</b>						<b>Special Workmen.</b>									
1	Foreman on Steam Navies ...	av. 700	...	av. 700	700	...		...	...	...	...					
1	Permanent Way Inspector ...	av. 300	...	av. 300	300	...		...	...	...	...					
<b>2</b>					<b>1,000</b>	<b>...</b>									<b>1,000</b>	
<b>22</b>	Carried over ...	...	...	...	<b>5,537</b>	<b>1</b>	Carried over ...	...	...	...	<b>77</b>				<b>5,460</b>	

\* Efficiency bar at 150.

† Efficiency bar at 70 and 100.

Statement of proposition of revision of establishment—Engineer's Department (Temporary)—*contd.*

Nature of Charges.														Proposition.				Remarks.
Present Scale.						Proposed Scale.						Permanent.		Temporary.				
Number.	Designation.	Pay.			Average Cost.	Number.	Designation.	Pay.			Average Cost.	Increase per month.	Decrease per month.	Increase per month.	Decrease per month.			
		Minimum.	Increment.	Maximum.				Minimum.	Increment.	Maximum.		Amt.	Amt.	Amt.	Amt.			
22	Brought forward ...	Rs. ...	Rs. ...	Rs. ...	Rs. 5,537	1	Brought forward ...	Rs. ...	Rs. ...	Rs. ...	Rs. 77	Rs. ...	Rs. ...	Rs. ...	Rs. 5,460			
<b>Establishment for Permanent Housing, etc. Executive staff.</b>																		
2	Junior Assistant Engineers ...	av. 500	...	av. 500	1,000		<b>Establishment for Permanent Housing, etc. Executive staff.</b>											
8	Overseers ...	100	10	200*	1,200													
	Conveyance allowance ...	...	...	...	370											2,570		
<b>Office staff.</b>																		
10					2,570													
1	Store Account keeper ...	av. 150	...	av. 150	150		<b>Office staff.</b>											
7	Clerks ...	40	3-70-5-125 †		592													
8					742											742		
<b>Establishment for Sion—Matunga and Sewri—Wadala. Executive staff.</b>																		
1	Junior Assistant Engineer ...	450	50	600	562		<b>Establishment for Sion—Matunga and Sewri—Wadala. Executive staff.</b>											
2	Sub-Engineers ...	250	25	400	724													
5	Senior Overseers ...	100	10	200	750													
1	Permanent Way Inspector ...	300	...	300	300													
	Conveyance allowance ...	...	...	...	260													
9					2,596										2,596			
49	Carried over ...	...	...	...	11,445	1	Carried over ...	...	...	...	77	...	...	...	11,368			

\* Efficiency bar at 150.

† Efficiency bar at 70 and 100.

Statement of proposition of revision of Establishment—Engineer's Department (Temporary)—contd.

		Nature of Charges.										Proposition.				Remarks.	
		Present Scale.				Proposed Scale.						Permanent.		Temporary.			
Number.	Designation.	Pay.			Average Cost.	Number.	Designation.	Pay.			Average Cost.	Increase per month.	Decrease per month.	Increase per month.	Decrease per month.		
		Minimum.	Increment.	Maximum.				Minimum.	Increment.	Maximum.							Amt.
49	Brought forward ...	Rs.	Rs.	Rs.	Rs.	1	Brought forward ...	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
	<b>Office staff.</b>				11,445		<b>Office staff.</b>				77						11,368
1	Store-keeper ...	200	...	200	200	1	Store-keeper ...	200	...	200	200						
6	Clerks ...	40-3	70-5	125†	462	3	Clerks ...	40-3	70-5†	125	231						
	Conveyance allowance ...	...	...	...	20		Conveyance allowance ...	...	...	...	20						
7					682	4					451						231
	<b>Medical staff for Labourers.</b>						<b>Medical staff for Labourers.</b>										
2	Medical officers ...	150	10	200	366	1	Medical officer ...	150	10	200	183						
2					366	1					183						183
	<b>Establishment for Dharavi.</b>						<b>Establishment for Dharavi.</b>										
	<b>Executive Staff.</b>						<b>Executive staff.</b>										
1	Executive Engineer, 1st grade.	1,200	50	1,500	1,425												
1	Junior Assistant Engineer ...	450	50	600	562												
1	Mechanical Assistant Engineer.	400	25	500	475												
1	Sub-Engineer ...	250	25	400	362												
1	Works Foreman ...	250	25	400	362												
3	Senior Overseers ...	100	10	200*	450												
	Conveyance allowance ...	...	...	...	370												
8					4,006												4,006
66	Carried over ...	...	...	...	16,499	6	Carried over ...	...	...	...	711	...	...	...	...	...	15,788

† Efficiency bar at 70 and 100.

\* Efficiency bar at 150.



Statement of proposition of revision of Establishment—Engineer's Department (Temporary)—contd.

Nature of Charges.														Proposition.				Remarks.
Present Scale.						Proposed Scale.						Permanent.		Temporary.				
Number.	Designation.	Pay.			Average Cost.	Number.	Designation.	Pay.			Average Cost.	Increase per month.	Decrease per month.	Increase per month.	Decrease per month.			
		Maximum.	Increment.	Maximum.				Minimum.	Increment.	Maximum.		Amt.	Amt.	Amt.	Amt.			
		Rs.	Rs.	Rs.	Rs.			Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.			
66	Brought forward ...	...	...	...	16,499	6	Brought forward ...	...	...	...	711	...	...	...	15,788			
3	Office staff, Clerks ...	40	3	70	5	125†	231											
3	Establishment—Additional Upper and Lower Subordinates.				231										231			
1	Motor Lorry Superintendent ...	250	25	300	275	1	Motor Lorry Superintendent ...	250	25	300	275							
14	Overseers ...	100	10	200*	2,100	1	Overseer ...	100	10	200*	150							
2	Permanent Way Inspectors ...	100	to (fixed)	120	220	1	Sanitary Inspector Conveyance allowance ...	130	...	130	130							
2	Supervisors ...	75	5	120	194													
1	Sanitary Inspector ...	130	5	150	143													
1	Do. ...	130	...	130	130													
1	Surveyor ...	150	10	250	200													
1	Do. ...	50	...	50	50													
1	Quarry Master ...	150	...	150	150													
1	Do. ...	70	5	105	87													
1	Camp Superintendent ...	95	...	95	95													
1	Labour Supervisor ...	65	5	85	75													
	Conveyance allowance ...	...	...	...	420													
27					4,139	3					585				3,554			
96	Carried over ...	...	...	...	20,869	9	Carried over ...	...	...	...	1,296	...	...	...	19,573			

† Efficiency bar at 70 & 100.

\* Efficiency bar at 150.

MEETING OF THE IMPROVEMENTS COMMITTEE OF 8TH FEBRUARY 1927.

Statement of proposition of revision of Establishment—Engineer's Department (Temporary)—*concl'd.*

Nature of Charges.												Proposition.				Remarks.
Present Scale.						Proposed Scale.						Permanent.		Temporary.		
Number.	Designation.	Pay.			Average Cost.	Number.	Designation.	Pay.			Average Cost.	Increase per month.	Decrease per month.	Increase per month.	Decrease per month.	
		Minimum.	Increment.	Maximum.				Minimum.	Increment.	Maximum.						
96	Brought forward ...	Rs. ...	Rs. ...	Rs. ...	Rs. 20,869	9	Brought forward ...	Rs. ...	Rs. ...	Rs. ...	Rs. 1,296					19,573
	<b>Office staff.</b>						<b>Office staff.</b>									
21	Clerks (including 1 Stores-Issuer).	40-3-70-5-125*			1,617	14	Clerks (including 1 Stores-Issuer).	40-3-70-5-125*			1,078					
10	Do. do.	30	5	100	650	1	Clerk ...	30	5	100	65					
4	Draftsmen ...	50	5	80	260	3	Tracers ...	40	5	80	180					
5	Tracers ...	40	5	80	300		Conveyance allowance ...				10					
	Conveyance allowance ...				10											
40					2,837	18					1,333					1,504
	War allowance for 116 ...				2,320		War allowance for 26 ...				520					1,800
	<b>Inferior staff.</b>						<b>Inferior staff.</b>									
	Menial staff ...				200											
20	Lascars ...	16	1	18	340	9	Lascars ...	16	1	18	153					
20					540	9					153					387
	House Rent to Lascars ...				120		House Rent to Lascars ...				54					66
	Temporary and Provisional allowance.				60		Temporary and Provisional allowance.				27					33
56	Grand total ...				26,746	36	Grand total ...				3,383					23,363

\* Efficiency bar at 70 and 100.

**Resolution 81.**—Report No. 2 of the Finance and Establishment Sub-Committee, dated 3rd February 1927, is adopted.

12. Re: Establishment—Secretary and Chief Accountant—Mr. C. P. Gorwalla, B.A.,—  
leave to—extension of, by one month.

(File No. E. 333/26. Ref: C. R. 238/26 and T. R. 33/26.)

Considered Chief Officer's note dated 4th February 1927 :—

“Mr. C. P. Gorwalla, Secretary and Chief Accountant, who was granted, under Committee's Resolution No. 238, dated 12th October 1926, leave on average pay for 4 months with effect from 1st November 1926 has applied for an extension of his leave by one month.

The Accountant-General, Bombay, certified on the last occasion that leave on average pay for 5 months and 28 days was due to him subject to the sanction by the Improvements Committee to the grant of leave upto 4 months and by the Auditor-General in India to the leave of longer duration.

This is required to be sanctioned by the Improvements Committee in the first instance and then by the Auditor General in India.

The acting arrangement is required to be sanctioned by the Board under Section III of the Trust Transfer Act, 1925.”

**Resolution 82.**—Subject to the sanction of the Auditor-General in India, the extension of leave applied for by Mr. C. P. Gorwalla is granted.

2. Mr. Narayan Trimbuk Chawathey should continue to act as Secretary and Chief Accountant until the return from leave of Mr. Gorwalla.
3. The Board should be recommended to sanction Mr. N. T. Chawathey continuing to act as Chief Accountant until the return from leave of Mr. Gorwalla.

13. Re: Establishment—Land Manager's Department—Mr. J. B. Wadekar—clerk—  
advance of Rs. 500 from Provident Fund to.

(File No. E. 28/27.)

Considered Chief Accountant's note, dated 5th February 1927 :—

“Mr. J. B. Wadekar, a junior clerk in the Land Manager's Department, applies for the grant of an advance of Rs. 500 from his Provident Fund Subscription to enable him to meet heavy expenses incurred in connection with his own and his son's illness. A medical certificate has been produced.

The applicant joined the Trust on 1st December 1906 and in receipt of pay of Rs. 110 plus Rs. 20 War Allowance.

He has had advances from his Provident Fund Subscription as under :—

1st advance of Rs. 120	...	paid on 5th July 1917 and repaid on 1st March 1919.
2nd     "     "     300	...	paid on 10th May 1920 and repaid on 1st January 1922.
3rd     "     "     300	...	paid on 18th April 1923 and repaid on 1st December 1924.
and the 4th     "     "     500	...	paid on 1st May 1925 and repaid on 1st January 1927.

A sum of Rs. 1,637-11-6, stands to the credit of the applicant in the Provident Fund Account on account of his own subscription and an advance of Rs. 500 is admissible.

The applicant and his son are reported to be still ill and the request for the grant of the advance has been recommended by the Land Manager.

As twelve calendar months have not elapsed since the complete recovery of the last advance the grant of the present advance would require the sanction of the Committee. In case the advance is sanctioned the recovery will be effected in 20 monthly instalments."

**Resolution 83.**—Sanction is accorded to the grant to Mr. J. B. Wadekar of an advance of Rs. 500 out of his Provident Fund Subscription repayable in 20 monthly instalments.

14. Re: Establishment—Secretary's Department—Mr. A. H. Chaubal—clerk, advance of Rs. 200 from Provident Fund to.

(File No. E. 465/25.)

Considered Chief Accountant's note, dated 5th February 1927 :—

"Mr. A. H. Chaubal, a junior clerk in my Department, applies for the grant of an advance of Rs. 200 from his Provident Fund Subscription to enable him to meet heavy expenses incurred during his daughter's illness and has produced a medical certificate.

The applicant joined the Trust on 1st December 1920 and his present pay is Rs. 85 plus Rs. 20 War Allowance.

He had an advance of Rs. 150 in November 1925 in connection with the illness of his wife. This advance has not yet been repaid and a sum of Rs. 45 is outstanding.

A sum of Rs. 467-7-11 stands to the credit of the applicant in his Provident Fund Account on account of his own subscription and thus an advance of Rs. 200 is admissible.

As the last advance has not been repaid the sanction of the Committee will be required to the grant of the second advance of Rs. 200. In case the advance is sanctioned it will be paid after deducting the outstanding balance of the first advance and the recovery will be effected in 20 monthly instalments."

**Resolution 84.**—Sanction is accorded to the grant to Mr. A. H. Chaubal of an advance of Rs. 200 out of his Provident Fund Subscription repayable in 20 monthly instalments after deducting the outstanding balance of Rs. 45 against the previous advance.

15. Re: Notice of motion by Dr. Accacio G. Viegas, L. M. & S., dated 2nd February 1927, regarding tabling of communications addressed to Chairman.

"At the next meeting of the Improvements Committee I shall move—

1. That communications addressed to the Chairman of the Improvements Committee should immediately on the receipt thereof be tabled for the perusal of the members.

2. That all such communications which have not been brought to the notice of the members should now be tabled."

Dr. Viegas moved the above notice of motion and pointed out that a copy of letter, dated 27th November 1926, addressed to the Chairman of the Committee was received by him but it was not brought to the notice of the Committee.

The Chief Officer observed that if it was the desire of the Committee that all letters addressed to the Chairman should be forthwith submitted to the Committee he would see that it was done but he observed that many people appeared to be unaware of the change in the constitution of the Trust and addressed letters requiring executive action to the Chairman instead of to Heads of Departments. Such letters as required the orders of the Committee were placed before them with the necessary information.

The Chairman desired Dr. Viegas to produce the letter under reference for the perusal of the Committee but Dr. Viegas expressed his unwillingness to do so.

Mr. Horniman while agreeing with Dr. Viegas said that such letters with their disposal should be tabled.

Mr. Nariman observed that letters addressed to the Chief Officer might be dealt with by him but those addressed to the Chairman of the Committee being the property of the Committee should be tabled, the Chairman's order being obtained on any which were written in abusive language.

Mr. Clayton explained the Municipal procedure and stated that the Chief Officer had to exercise certain executive powers. He suggested that letters containing complaints against the Chief Officer or the other Officers, appeals or matters outside his jurisdiction should be placed before the Committee.

Mr. Mirza Ali Mohammed Khan observed that letter which fell within the jurisdiction of the Chief Officer were disposed of by him and those beyond his jurisdiction were placed before the Committee. He considered that this procedure was quite in order but if it was desired that this procedure should now be changed he suggested that the words "immediately on receipt thereof" should be omitted from the notice of motion,

Dr. Viegas agreed with the suggestion and Mr. Silam seconded the motion as amended.

Mr. Hoosenally then moved and the Hon'ble Sir Phiroze C. Sethna seconded the following amendment—

"That communications, which are by way of appeal or complaint against the Executive, addressed to the Chairman of the Committee, should on receipt thereof, ~~be tabled for the perusal~~ *be placed on the agenda of the next m* of the members of the Committee."

The amendment on being put to the vote was *carried* 8 voting for and 4 against and was also *carried* as a substantive proposition.

**Resolution 85.**—Communications which are by way of appeal or complaint against the Executive addressed to the Chairman of the Committee should on receipt thereof, ~~be tabled for the perusal~~ *be placed on the agenda of the next m* of the Committee.

16. Re: Notice of Motion by Dr. Accacio G. Viegas, L.M. & S., regarding payment of salary to the clerical and inferior staff according to the scale in vogue in the Municipal Corporation.

"At the next meeting of the Improvements Committee I shall move—

'That the salaries of the clerical staff and those of the inferior staff for the year 1927-28 should be on the same scale as those of the Bombay Municipal Corporation.' "

Dr. Viegas moved and Mr. Silam seconded the above motion but the Chairman suggested that the motion be referred to the Finance and Establishment Sub-Committee.

Dr. Viegas and Mr. Silam accepted the suggestion and it was accordingly resolved.

**Resolution 86.**—Referred to the Finance and Establishment Sub-Committee for consideration and report.

17. Re: Notice of motion by Mr. Hoosenally M. Rahimtoola, B.A., dated 28th January 1927, re: nomination to the Committee vice the Director of Development, resigned.

(File No. Mis. 848/26.)

"Please note that at the next meeting of the Committee it is my intention to move—

'That the Chief Officer be requested to draw the attention of Government to section 14 of the Transfer Act and to the fact that though about two months have elapsed since the resignation of the Director of Development they have not nominated anyone in his place.'

Mr. Hoosenally M. Rahimtoola moved the above notice of motion which was seconded by Dr. Batliwalla.

After some discussion the notice of motion was put to the vote and carried by the casting vote of the Chairman as 5 voted for and 5 against it.

**Resolution 87.**—Carried.

18. Re: Notice of motion by Sir Vasantao Anandrao Dabholkar, Kt., C.B.E., Chairman of the Improvements Committee.

(a) That the Committee's Resolution No. 39, dated the 18th January 1927, be rescinded.

(b) That the Committee do pass the following resolution:—

"The Committee desire to place on record their high appreciation of the valuable services rendered by Mr. M. S. Bharucha during his 25½ years' service in the Trust and in consideration of his meritorious services the Committee is pleased to grant him 6 months' privilege leave from 1st April 1927, subject to the sanction of the Board to the grant of an extension of his services for that period. A copy of this resolution should be forwarded to the Board with the recommendation that an extension of service be granted to Mr. Bharucha, for a period of 6 months in consideration of the reasons stated above."

Note:—

Resolution No. 39 is as follows:—

"The Committee desire to place on record their high appreciation of the valuable services rendered by Mr. M. S. Bharucha during his 25½ years' service in the Trust and, in consideration of his meritorious services, the Committee is pleased to grant him 18 months' leave from 1st April 1927 subject to the sanction of the Board to the grant of an extension of his service for a period of 18 months.

2. A copy of this resolution should be forwarded to the Board with the recommendation that further extension of service be granted to Mr. M. S. Bharucha, Land Manager, for a period of 18 months in consideration of the reasons stated above."

The Chairman moved the above notice of motion.

Dr. Dadachanji drew the attention of the Committee to the provision contained in part (procedure relating to pensions) of the Civil Service Regulations and pointed out that Section 321(a) thereof provides that if any interpretation of the rule is involved or if any indulgence not provided for by the rules is proposed, the Local Government should submit the case, with its opinion and recommendation, to the Government of India in the Administrative Department concerned. He further observed that the Trust's Local Government is the Improvements Committee and the Government of India is the Board. He therefore considered that the proposal of the Committee in granting to Mr. Bharucha the indulgence not provided for in the Trust Service Rules should be submitted to the Board, and moved the following amendment:—

- (i) That the Trust leave rules be amended so as to empower the Improvements Committee to deal with cases of leave after 55 years of age on their merits.
- (ii) That pending amendment of rules in this respect consideration of Mr. Bharucha's case be postponed.
- (iii) That the Finance and Establishment Sub-Committee be requested to give effect to this matter and frame rules within a fortnight.

The amendment was ruled out of order by the Chairman.

The Hon'ble Sir Phiroze C. Sethna observed that since the Committee raised no opposition to the recommendation on the last occasion it implied that the recommendation was accepted by the Committee but if it were considered that the proposed concession was not covered by any provision in the Trust Service Rules, the Trust Solicitors should be consulted.

The Chief Officer pointed out that the former resolution was out of order in as much as it proposed that the Board should grant Mr. Bharucha an extension of 18 months and the Committee should grant leave for that period whereas all the Committee could do under the rules was to grant six months' leave.

Mr. Billimoria proposed that consideration of the matter be postponed and in the meantime legal opinion be obtained as to whether the Committee or the Board could grant more than six months' leave.

Dr. Bathwalla agreed with the above suggestion.

Mr. Clayton pointed out that the concession as proposed was not permitted by the Corporation rules and since the Board desired to place the Trust staff on the same level as that of the Municipal staff it would be difficult to admit the proposed concession.

Dr. Viegas mentioned that nobody voted for the proposition when it was last under discussion and considered that the Committee should not go beyond what is permissible under the rules. He also said that it was not desirable to grant 18 months' leave when the Committee was retrenching their staff and that a body making a rule could not relax it and that if they did so in one case it would form a bad precedent.

The Chairman read the following letter received from the Examiner, outside Audit, for the information of the Committee.

Accountant General's No. O. A. 10-521, dated 5th February 1927:—

"I have the honour to invite a reference to the Committee's Resolution No. 39, dated the 18th January 1927, and to point out that the grant of 18 months' leave to Mr. M. S. Bharucha, the Land Manager, is opposed to the provisions of the statutory rules, *vide* rule 67 of the Trust's Leave Rules. As a relaxation of this kind is provided for neither in the Rules nor in the Act under which they have been framed, I beg to request that the matter may be reconsidered before action is taken as laid down in clause 2 of the Resolution."

He then put the proposition of Mr. Billimoria to the vote and it was lost 6 voting for and 7 against.

The original notice of motion having been put to the vote was *carried* and it was resolved—

**Resolution 88.**—The Committee's Resolution No. 39, dated 13th January 1927, is rescinded. The Committee desire to place on record their high appreciation of the valuable services rendered by Mr. M. S. Bharucha during his 25½ years' service in the Trust and in consideration of his meritorious services the Committee is pleased to grant him 6 months' privilege leave from 1st April 1927, subject to the sanction of the Board and to the grant of an extension of his services for that period.

2. A copy of this resolution should be forwarded to the Board with the recommendation that an extension of service be granted to Mr. Bharucha for a period of 6 months in consideration of the reasons stated above.

19.

Re: Supplementary Budget for 1926-27.

Considered Chief Accountant's note, dated 5th February 1927:—

"The Committee have, under their Resolution No. 70, dated 1st February 1927, sanctioned the revised estimates for the year and the Budget Estimates for 1927-28, which was approved by the Finance and Establishment Sub-Committee after due consideration of the details explained by the Chief Officer in respect of each item of expenditure under General and Capital Accounts.

Formal sanction is now requested to the anticipated excesses over the original budget estimates for the current year.

Owing to the heavy monsoon, exceptional repair work had to be carried out to some of the old acquired buildings in several schemes and this work accounts for the bulk of the additional grants now asked for. They are as follows:—



Head of account.	Present grant 1926-27.	Supplementary grant 1926-27.	Reduction in Original grants 1926-27.	Revised grants 1926-27.
<b>General Account Expenditure.</b>	Rs.	Rs.	Rs.	Rs.
<i>Schedule C.</i>				
Flats ... ..	13,450	250	...	13,700
Cooperage ... ..	2,250	1,000	...	3,250
Marine Lines ... ..	1,650	170	...	1,820
Wellington Lines ... ..	2,800	...	118	2,682
Parel Estate ... ..	550	...	100	450
<i>Schedule D.</i>				
Agripada Estate ... ..	700	200	...	900
<b>Other Lands &amp; Buildings.</b>				
Scheme 2 ... ..	...	300	...	300
" 3 ... ..	7,400	1,725	...	9,125
" 5 ... ..	1,100	250	...	1,350
" 6 ... ..	3,350	...	300	3,050
" 29 ... ..	5,700	...	850	4,850
" 31 ... ..	9,500	2,900	...	12,400
" 32 ... ..	11,300	1,570	...	12,870
" 37 ... ..	33,000	4,200	...	37,200
" 43 ... ..	5,300	1,200	...	6,500
" 47 ... ..	33,500	...	8,000	25,500
" 50 ... ..	100	...	100	...
" 52 ... ..	6,500	1,500	...	8,000
" 54 ... ..	950	...	120	830
" 56 ... ..	8,000	1,950	...	9,950
" 57 ... ..	19,200	5,700	...	24,900
" 59 ... ..	600	175	...	775
" 60 ... ..	12,800	2,050	...	14,850
Carried over ... ..	1,79,700	25,140	9,588	1,95,252

Head of account.	Present grant 1926-27.	Supplementary grant 1926-27.	Reduction in Original grants 1926-27.	Revised grants 1926-27.
	Rs.	Rs.	Rs.	Rs.
Brought forward ...	1,79,700	25,140	9,588	1,95,252
<b>Chawls—Permanent.</b>				
<i>Scheme No—</i>				
1 Agripada (4 Blocks) ...	4,500	2,102	...	6,602
1 Agripada (12 Blocks) ...	12,600	2,473	...	15,073
1 Nagpada (2 Blocks) ...	2,000	200	...	2,200
2 Princess Street ...	1,500	200	...	1,700
3 Six additional Blocks at Agripada.	5,500	2,613	...	8,113
3 One block at Nagpada ...	2,000	610	...	2,610
5 Staff quarters ...	1,450	250	...	1,700
6 Workmen's Cottages ...	550	100	...	650
6 Staff quarters ...	1,850	1,550	...	3,400
8 Mandvi Koliwada ...	5,900	900	...	6,800
29 Nowroji Hill ...	6,300	900	...	7,200
31 Suparibaug ...	7,438	2,000	...	9,438
32 Kalapani Chawls ...	5,000	150	...	5,150
32 Mahar Chawls ...	5,500	350	...	5,850
37 Chawls in (Scheme 43) ...	5,300	...	1,300	4,000
50 Mazagaon Chawls... ..	21,000	1,775	...	22,775
53 Foras Road Chawls ...	18,000	...	500	17,500
62 Love Lane Chawls ...	12,200	...	1,600	10,600
Carried over ...	2,98,288	41,313	12,988	3,26,613

Head of account.	Present grant 1926-27.	Supplementary grant 1926-27.	Reduction in Original grants 1926-27.	Revised grants 1926-27.
	Rs.	Rs.	Rs.	Rs.
Brought forward ...	2,98,288	41,313	12,988	3,26,613
<b>Semi-permanent sheds.</b>				
31 Suparibaug ... ..	3,700	500	...	4,200
32 East Agripada ... ..	6,075	500	...	6,575
57 Sewri-Wadala ... ..	600	...	200	400
66 Mahaluxmi ... ..	1,800	575	...	2,375
	3,10,463	42,888	13,188	3,40,163
<b>Maintenance of Streets.</b>				
Wodehouse Road ... ..	800	1,050	...	1,850
West Agripada ... ..	2,400	700	...	3,100
<i>Scheme No.</i>				
1 First Nagpada ... ..	200	300	...	500
4 Gamdevi ... ..	5,000	2,300	...	7,300
6 Sion-Matunga ... ..	36,000	...	3,000	33,000
8 Mandvi Koliwada ... ..	1,500	200	...	1,700
29 Nowroji Hill ... ..	1,000	600	...	1,600
43 (Parel Road Central) ...	1,000	300	...	1,300
47 (Parel Road Northern) ...	3,700	500	...	4,200
50 Mazagaon ... ..	100	...	100	...
52 Worli ... ..	32,800	...	5,200	27,600
53 Foras Road ... ..	300	1,550	...	1,850
61 Fergusson Road ... ..	3,750	...	746	3,004
66 Mahaluxmi ... ..	5,000	653	...	5,653
69 Byculla Bridge widening...	800	1,600	...	2,400
71 Chowpaty ... ..	100	500	...	600
	4,04,913	53,141	22,234	4,35,820
<b>Total excess under General Account.</b>		Rs. 30,907		

The net excess of Rs. 30,907 (Rs. 4,35,820 revised grants minus Rs. 4,04,913 original grants) after reappropriation of the amount of reduction in items shown above is proposed to be met by reappropriation from the saving under Capital Account Scheme No. 37 works for which Rs. 83,500 have been provided in the revised estimate as against the original estimate of Rs. 1,25,000.

#### Municipal Rates and Taxes.

Payment of Municipal rates and taxes is dependent upon the percentage of taxes and the valuation that may be fixed by the Municipality and also upon the number of properties held. A sum of Rs. 3,83,700 was provided for payment of these rates and taxes under General Account but owing to the payment of old bills which were settled in the year a sum of Rs. 4,09,794 has been provided in the revised budget estimate. The supplementary grant of Rs. 26,094 is required to be sanctioned. This cost will be met from saving on Capital Account expenditure works Scheme No. 60 Naigaum for which a sum of Rs. 43,700 has been provided in the revised estimate as against the original estimate of Rs. 75,000.

#### Cost of Management and Establishment.

Under Section 94 of the Trust Transfer Act, 1925, the cost of Management and Establishment is first chargeable to a suspense head under General Account and at the close of the year it is charged, with the sanction of the Committee to Capital and Revenue at a certain rate to be ascertained on the basis of the percentage formerly sanctioned for permanent and temporary revenue collected during a year and for expenditure incurred on acquisition and works as also on the value of the lands disposed of and the sale proceeds realised in a year. Under the circumstances the provision of Rs. 3,36,000 has been made in the revised estimate under General Account as against the original estimate of Rs. 3,03,200. It is merely an adjustment of the distribution of the cost of Management and Establishment already provided in the original estimate there being no excess over the original total estimate.

#### Capital Account.

The following supplementary budget grants for 1926-27 under Capital Account "Works" require similar sanction.

Chawls.		Budget grant 1926-27.	Supplementary grant 1926-27.	Reduction in original grant 1926-27.	Revised grant 1926-27.
Chawls.	Rs.	Rs.	...	Rs.	
Scheme No. 3	...	...	1,640	...	1,640
" 32	...	...	2,500	...	2,500
" 37	...	...	15,900	...	15,900
" 50	...	...	11,350	...	11,350
" 53	...	...	1,900	...	1,900
" 62	...	...	17,200	...	17,200
<b>Works.</b>					
Scheme No. 3	...	2,000	600	...	2,600
" 8	...	...	400	...	400
" 13	...	...	2,236	...	2,236
" 47	...	1,00,000	28,400	...	1,28,400
" 58	...	...	2,746	...	2,746
" 61	...	...	3,402	...	3,402
" 69	...	2,16,000	44,200	...	2,60,200
" 71	...	4,000	8,950	...	12,950
<b>Improvement of vested lands.</b>					
Flats ...	...	...	11,495	...	11,495

The supplementary grants are necessary in respect of the above on account of extra expenditure due to transport charges, extra rates for cement fixed under the contract and payment of old bills.

Scheme 47—It is proposed to pave some of the footpaths on Parel Road now as the water main has been laid by the Municipality.

Scheme 69—Payment to the G.I.P. Railway Company for part cost of widening Byculla Bridge which could not be made in the last year.

Flats—Work of filling in of land under Plot L not provided in the original has to be done during the year as sanctioned by the Committee in their Resolution No. 14, dated 10th August 1926.

**Resolution 89.**—Consideration postponed.

20. The following documents were executed :—

- (1) *One debenture in favour* of Mr. Z. M. Fernandes and another of the Loan of 1906, for Rs. 1,000 in lieu of one cancelled.
- (2) *Lease and Counterpart to*—
  - (i) Mr. Ahmed Bajid Gulab and another, *re* : plot No. 3, Sydenham Road Estate.
  - (ii) Mr. Manekji Pirozsha Kerawala *re* : plot No. 32B Chaupati West Estate.
  - (iii) Bai Zaverbai Mulraj daughter of Chaturbhuj Khimji and wife of Mulraj Karsondas, *re* : plot No. 96B, Gamdevi Estate.
- (3) *Acceptance of application* by Messrs. Raoji Sojpal and others for building lease of plot Nos. 27 and 28 Lalbaug Estate.
- (4) *Licence and Duplicate* to Mr. Hormasji Sorabji to erect under-ground petrol tank with delivery pump on plot No. 5, Chaupati East Estate.
- (5) *Supplemental Agreement* in six copies with the Dwarka Cement Company, Ltd., (in liquidation) and others for supply of cement.
- (6) *Agreement in duplicate* by Mr. T. V. Chavan, *re* : Work Order No. 10, Book No. 88, for quarrying work at Sewri Quarry Scheme No. 57.

21. The following papers were laid on the Table :—

1. Purchase orders sanctioned by Chief Officer under Section 22(1) of the Act.
2. Work orders sanctioned by Chief Officer under Section 22(1) of the Act.
3. Sale of materials sanctioned by Chief Officer under Section 22(1) of the Act.
4. Temporary lettings sanctioned by Chief Officer under Section 22(1) of the Act.
5. Charge reports, *re*: lands handed over to the Municipality.
6. Municipal Secretary's No. 10959, dated 25th January 1927, *re* : appointment of Mr. M. E. Joshi, L.C.E., as Assessor on the Tribunal of Appeal vice Mr. M. S. Patkar, B.A., L.C.E., resigned.

# Bombay Improvement Trust.

ESPLANADE ROAD,  
Bombay, 22nd February 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 4-10 P.M. (S.T.) there were—

PRESENT :

1. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., *Chairman.*
2. DR. K. E. DADACHANJI, L.M. & S.
3. DR. ACCACIO G. VIEGAS, L.M. & S.
4. DR. S. S. BATLIWALA, L.M. & S., F.C.P.S.
5. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
6. MR. S. L. SILAM, B.A., LL.B.
7. MR. B. G. HORNIMAN.
8. MR. NAOROJI M. DUMASIA.
9. MR. HOSENALLY M. RAHIMTOOLA, B.A.
10. MR. K. F. NARIMAN, B.A., LL.B.
11. MR. HARRY T. GORRIE.
12. MR. S. B. BILLIMORIA, M.B.E.
13. MR. W. H. NEILSON, O.B.E.
14. MR. E. W. PERRY, I.C.S.
15. MR. GANPAT KRISHNAJI BORADE.

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AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.

MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE ACTING SECRETARY WERE ALSO PRESENT.

Before the minutes of the meeting held on 8th February 1927 were signed, Mr. Hoosenally observed that the amendment moved by him in the discussion on item 15 was as under—

“Communications which are by way of appeal or complaint against the Executive addressed to the Chairman of the Committee should on receipt thereof be placed on the agenda of the next meeting of the Committee.”

The minutes were corrected accordingly.

1. Re: Dadar-Matunga—plot 753—application for lease.

(File Mis. 117/27.)

Considered Estate Agent's No. 1089, dated 8th February 1927 :—

“Herewith I have the honour to forward an application by Mrs. Albertina Pais for a 999 years' building lease of the above plot on payment of a premium of Rs. 9 per sq. yard within three months from the date of the application, together with a nominal rent of Re. 1 per annum. This is equivalent to a ground rent calculated at 6% on Rs. 10 per sq. yard.

2. The applicant wishes to erect a building for her own residence here.
3. The area of the plot being about 622 sq. yards the premium will amount to Rs. 5,598.
4. The conditions on which the application is based are normal and acceptance is recommended."

**Resolution 90.**—The application is accepted.

2. Re: Scheme 60, Naiganm—Cases 4 & 6—temporary lease of.  
(File No. Mis. 142/27.)

Considered Land Manager's No. 1331, dated 14th February 1927 :—

"Mr. Habib Bawasaheb requests permission to erect a fuel shed and depot on portions of land on the above cases occupying an area of 200 sq. yards.

He is willing to pay a rent of Rs. 15 per mensem per 100 sq. yards exclusive of Municipal taxes on our usual conditions of tenancy, which gives to the land a rate of Rs. 30 per sq. yard on the 6 per cent. table.

The offer is fair and is recommended for Chief Officer's approval and sanction of the Improvements Committee.

The tenancy is for a period of 3 years on our usual terms.

A month's rent in advance and a deposit equal to six months' rent is received.

Plan \* accompanies showing the land proposed to be let bounded red, for favour of reference and return."

**Resolution 91.**—Mr. Habib Bawasaheb is permitted to erect a fuel shed and depot on the land on the terms and conditions mentioned by the Land Manager in his No. 1331, dated 14th February 1927.

3. Re: Dadar-Matunga—plot 801—motor garages on.  
(File No. Mis. 125/27.)

Considered the following :—

- (a) Trust Architect's No. 298, dated 7th February 1927 :—

"I have the honour to forward herewith a plan \* received from the lessees' architects showing two motor garages proposed to be erected on the above plot.

The proposal may be allowed as a special case considering the large area of the plot subject to the Board's usual normal conditions of Trustees' Resolution 296 of 27th September 1918 and to double rent being charged for the second garage."

- (b) Estate Agent's No. 1106, dated 8th February 1927 :—

" \* \* \* \* \*

2. The undersigned concurs with the Trust Architect's recommendations.

3. Extra ground rent will be charged for the first garage at the rate of Rs. 25 per annum for every 100 sq. feet of the open space covered, and at the rate of Rs. 50 for the second garage."

- (c) Chief Officer's note, dated 9th February 1927 :—

"I see no objection to allowing two garages in this case."

**Resolution 92.**—Sanction is accorded to the erection of the proposed two motor garages as a special case subject to—

- (i) the Board's usual normal conditions contained in Trustees' Resolution No. 296, dated 27th September 1918, and
- (ii) the payment of extra ground rent at the rate of Rs. 25 per annum for every 100 sq. feet covered by the first garage and at Rs. 50 per annum for the second garage.

4. Re: Dadar-Matunga—plot 787—proposed further variation of layout—sanction for.  
(File No. Mis. 782/26. Ref. C. R. 260/26.)

Considered the following:—

(a) Letter No. 1591, dated 19th January 1927, from Messrs. K. P. Davar & Co., lessee's architects:—

"With reference to your letter No. E. A. 8953, dated 15th November 1926, addressed to the Joint Honorary Secretary of the Zoroastrian Building Society, Ltd., informing him of the sanction granted by the Improvements Committee to the variation in the sanctioned layout of the above plot, we have the honour to submit herewith another amended plan \* in triplicate showing the proposed further variation in the layout. On second thoughts, our client the lessee of the plot has thought it fit to considerably reduce the building area of the plot to the lines shown on the accompanying plan\*. The yellow lines show the realignment sanctioned by the Improvements Committee and the white lines show the newly proposed layout. It will be seen from the plan that our client proposes to considerably curtail the building area, and in exchange proposes to build two motor garages and a "Mali's" living room. The latter is absolutely essential, as a garden of a considerable area is to be maintained and a "mali" will have to be employed permanently. Our client's request for a "mali's" room is, in our opinion, far from unreasonable, and we trust you will be good enough to recommend it to the Committee. The garages also are very necessary for the use of the tenants. We trust therefore that our new proposal will be placed before the Improvements Committee for favour of their early sanction."

(b) Trust Architect's No. 307, dated 7th February 1927:—

"With reference to Improvements Committee's Resolution No. 260, dated 2nd November 1926, I have the honour to forward herewith copy of letter\* No. 1591, dated 19th January 1927, from Messrs. K. P. Davar and Co., together with an amended plan showing proposed further variation in the layout.

The building area sanctioned as per above Committee's Resolution is shown bounded yellow and the proposed area is shown in white.

It is proposed to have a spiral staircase with galleries on upper floors in the rear for the servants. The proposal appears to be necessary and may be allowed.

A mali's room and a water-closet are proposed in the open spaces. These as a rule are not allowed on the open spaces on the Trust plots and may not be allowed in the present case.

Two motor garages and the washing place may be allowed as a special case in the south corner subject to the Board's usual normal conditions of Trustees' Resolution No. 296 of 27th September 1918 and to double rent being charged for the second garage.

The layout plan \* as sanctioned under Committee's Resolution No. 260 of 2nd November 1926, is forwarded herewith which may please be returned when done with."

(c) Estate Agent's No. 1173, dated 9th February 1927:—

\* \* \* \* \*



2. The undersigned concurs with the Trust Architect's recommendation. The Improvements Committee by their Resolution No. 260 of 2nd November 1926, sanctioned the realignment of the building area as shown by yellow lines on the plan\* herewith on condition that the building tenant agreed to pay additional ground rent amounting to Rs. 96 per annum, as the building area was increased by 16 per cent.

3. The realignment as now proposed is an increase of 6 per cent. only over the original sanctioned building area, and the proportionate increase of 6 per cent. on the original ground rent of Rs. 600 will therefore amount to Rs. 36 per annum, which amount should be charged as extra ground rent for the main building.

4. Mali's rooms and water-closets on the open spaces have not been allowed on this Estate, as they will prove a nuisance to the tenants of the adjoining plots. The undersigned sees no objection to allowing two motor garages in the south corner of this plot, but further additional ground rent will be chargeable for the same at the rate of Rs. 25 per annum for every 100 sq. ft. covered by the first garage and at Rs. 50 for the second garage."

(d) Chief Officer's note, dated 10th February 1927:—

"I concur with the observations of the Estate Agent and Architect."

**Resolution 93.**—The realignment of the building area and the erection of the two motor garages recommended by the Estate Agent in his No. 1173, dated 9th February 1927, are sanctioned subject to the payment of the extra ground rent—

- (i) of Rs. 36 per annum in respect of the realignment of the building area and
  - (ii) at the rate of Rs. 25 per annum for every 100 square feet covered by the first motor garage and at Rs. 50 per annum for the second motor garage.
2. Mali's room and water-closet cannot be permitted.
  3. Detail plans should be considered by the Plans Sub-Committee as usual.

5.

Re: Dadar-Matunga—plots 664 & 665—re-layout of.  
(File No. Mis. 131/27.)

Considered the following:—

(a) Trust Architect's No. 315, dated 8th February 1927:—

"I have the honour to forward herewith two blue prints\* received from the lessees' architects, showing the re-layout for the above plots in red. The original layout and the drainage arrangements for the proposed buildings are shown in yellow. Plans\* have also been forwarded herewith for the proposed buildings on the said plots.

It is proposed for both the plots not to build on the outhouse area but to add the same to the building area.

As will be seen from the eighth-scale plans it is proposed to have more tenements on each floor than would have been possible to arrange within the original building area. This necessitates larger building areas as proposed.

The proposal is in order and may be approved subject to the following:—

1. That proportionate ground rent shall be paid for the additional area as proposed.
2. That the plans shall be considered by the Plans Sub-Committee."

\* Not printed.

(b) Estate Agent's No. 1200, dated 10th February 1927 :—

\* \* \* \* \*

2. The undersigned concurs with the Trust Architect's recommendations. There are two proposals shown on the plan\* *vis.*—

(a) to change the shapes of plots 664 and 665, and

(b) to change and enlarge the building areas of these plots.

Both the plots are scheduled at ground rents calculated at  $4\frac{1}{2}$  per cent. on Rs. 14 per sq. yard per annum. The proposed change in the boundaries between the two plots will make the plot area of 664 less by 9 sq. yards, and that of plot 665 more by 9 sq. yards. The reason for the proposed change is partly because the shape of plot 664 is considered unlucky, and partly because it can have a bigger building area.

(3) The details are as follows :—

Plot No.	Existing area sq. yards.	Existing ultimate Rent.	Rate per sq. yard.
		Rs.	Rs.
664 ...	1,961	1,236	14
665 ...	1,539	972	14
Total ...	3,500	2,208	

The areas and rents as now proposed are as follows :—

Plot No.	New area sq. yards.	New ultimate rent.	Rate per sq. yard.
		Rs.	Rs.
664 ...	1,952	1,228	14
665 ...	1,548	980	14
Total ...	3,500	2,208	

(4) The undersigned sees no objection to the proposed change in the shapes of these two plots.

(5) It is proposed to increase the floor area of the building on plot 664 from 11,470 sq. ft. to 19,471 sq. ft. which is an increase of no less than 61 per cent. over the sanctioned building area, as the entire character of the building on this plot will be changed and greatly added to. The ultimate rent of this plot *viz.* Rs. 1,228 should, therefore, be increased by 61 per cent. amounting to Rs. 748 per annum. This will of course be a big increase, but the undersigned considers that it is warranted by the great increase in the size and accommodation of the proposed new building.

(6) It is proposed to increase the floor area of the building on plot 665 from 10,411 sq. ft. to 11,594 sq. ft. which is an increase of 1,183 sq. ft. or an increase of 11 per cent. over the sanctioned building area. The proportionate increase in the rent of this plot should therefore be Rs. 108 per annum."

\* Not printed.

**Resolution 94.**—Sanction is accorded to change the shape and to enlarge the building areas of the plots provided the ultimate ground rent is paid at the rate of Rs. 1,976 per annum for plot No. 664 and at Rs. 1,088 per annum for plot No. 665.

2. Detail plans should be considered by the Plans Sub-Committee as usual.

6. Re : Board's Resolution No. 7, dated 27th January 1927, approving of the notice of motion by Mr. L. R. Tairsee, re : insurance of Trust properties.

( File No. Mis. 60/27. )

Considered the excerpt from Board's proceedings, *re* : above, dated 27th January 1927 :—

“ In accordance with notice of motion it was proposed by Mr. Tairsee :—

“ That the Board are of opinion that the insurance of the moveable and immoveable properties of the Board should be, all other things being equal, placed with Insurance Companies registered in India.

- No. 7. That the Board are also of opinion that in cases where the Chief Officer does not think it desirable to have properties insured with Indian Registered Companies he should take the orders of the Improvements Committee in the matter.”

The motion was seconded by Mr. Mohanlal M. Desai and *carried*.”

**Resolution 95.**—Referred to the Finance and Establishment Sub-Committee for consideration and report.

7. Re : Dadar-Matunga—plot 291—Surrender by the executors of the deceased building tenant and fresh agreement with one Mr. Ramji Ladha.

( Ref. T. R. 254/27. File No. Mis. 143/27. )

Considered the following :—

- (a) Estate Agent's No. 1329, dated 15th February 1927 :—

“ I have the honour to state that the above plot was let under a building agreement, dated 5th March 1919, to Mr. Purbhudas Hurakchand, since deceased, at a ground rent calculated at  $4\frac{1}{2}$  per cent. on Rs. 8 per sq. yard.

2. The area of the plot is 903 sq. yards.
3. The deposit paid is Rs. 1,000 in  $3\frac{1}{2}$  per cent. Government Promissory Notes and the interest accrued thereon is Rs. 299-8-8 upto the 30th December 1926.
4. Possession of the plot was given to the deceased building tenant on the 7th March 1919 and the building period of 36 months expired on the 7th March 1922. Building plans\* were approved by the Trust on the 7th April 1920.
5. The ultimate ground rent is Rs. 324 per annum. Rent commenced to accrue to the Board on the 8th March 1921 and the same is in arrear to the extent of Rs. 81 for one quarter ending 7th March 1927.
6. A letter\* has now been received from the executors of the will of the deceased building tenant stating that the deceased laid the foundation of the structure he intended to build on the plot but he died before completing the building. The executors further state that they have agreed to sell the structure thereon, which consists of the foundation, to one Mr. Ramji Ladha for Rs. 5,000 and to transfer the plot to him without any premium.

\* Not printed.

7. The Executors, therefore, request the Trust's consent to the above proposal.

∞. The purchaser has also sent a letter\* agreeing to take up the plot with the foundation structure thereon.

9. As it is in the Trust's interest that the building on the above plot should be completed it is suggested that the Committee should pass a resolution agreeing :—

(a) to accept a surrender of the existing agreement from the Executors who should bear all the costs incidental thereto and pay all arrears of rent upto the date of the surrender, and

(b) to enter into a fresh agreement with Mr. Ramji Ladha on the same terms as those of the existing agreement except that the building period should be extended upto the 7th March 1928 and on the further condition that he agrees to pay the usual deposits in cash and securities."

(b) Chief Officer's note, dated 16th February 1927 :—

"Recommended."

**Resolution 96.**—Sanction is accorded—

(i) to accept a surrender of the existing agreement from the Executors who should bear all the costs incidental thereto and pay all the arrears of rent upto the date of surrender, and

(ii) to enter into a fresh agreement with Mr. Ramji Ladha on the same terms as those of existing agreement except that the building period should be extended upto the 7th March 1928 and on the further condition that he agrees to pay the usual deposits in cash and securities.

-8. Re : Scheme 60, Naigaum—plot A (opposite Kohinoor Mills)—change of user—  
permission for.

( File No. Mis. 111/27. )

Considered Land Manager's No. 1022, dated 3rd February 1927 :—

"The above plot admeasuring 884 square yards was put up to auction on 26th May 1924, for the erection of shops and godowns to be used in connection with shops for a period of 5 years.

2. Messrs. M. Essack & Co., were the highest bidders at a rate of Rs. 10-10 per 100 square yards. They entered into an agreement commencing from 31st May 1924 and are paying Rs. 93-15 from 15th August 1924 regularly upto date.

3. The shops and godowns erected by them have been mostly vacant, and they complain that they are incurring great loss in the venture. They requested that a reduction in rent might be made (*vide* copy of this letter,\* dated 12th January 1927) but when they were told that the rent could not be reduced, they ask for permission to convert the rooms for residential purposes (copy of letter,\* dated 25th January 1927, is enclosed.)

4. It is true the lessees are suffering a great loss by many of the shops remaining vacant. To enable them to tide over the difficulty, permission to use the shops and godowns as living rooms may be granted."

\* Not printed.

**Resolution 97.**—Permission is granted to use the shops and godowns erected on the plot as living rooms.

9. Re: Report of the Land Aquisition Sub-Committee No. 1, dated 3rd February 1927,  
re: Scheme No. 52, Worli—Case No. 18—Reference No. 46 of 1923—  
Settlement.

(File No. Mis. 847/26.)

"The property in the above Case is shown bounded by red lines on the accompanying plan \* No. 176 of 18th November 1926. It consisted of 849 2/9 sq. yards of land, a bungalow, 3 sheds and a few trees, and was situated in the Sambhu Pakhadi village at Worli, close to Worli Road, from which it was accessible by a passage—the subject of Case 19 as shown in thick white lines on the plan.\*

2. The bungalow was erected by the claimant to be used only as a family residence about 9 years prior to the date of declaration. It was substantially built with good materials and superior workmanship, and was provided with all modern sanitary requirements, as it was meant for the owner's use.

3. Before the Land Acquisition Officer, the claimant put in a claim for Rs. 33,800.. The Land Acquisition Officer awarded as total compensation Rs. 10,610 made up as follows:—

Building	...	...	...	...	...	Rs.
						7,237
Land admeasuring 849 2/9 sq. yards at Rs. 3-8 per sq. yard	...	...	...	...	...	2,973
2 sheds	...	...	...	...	...	300
Trees	...	...	...	...	...	50
Cost of removal	...	...	...	...	...	50
						10,610
					Total compensation	...

4. In awarding Rs. 7,237 for building, the Land Acquisition Officer adopted reinstatement basis. He estimates the cost of building new at Rs. 10,338 and deducted therefrom Rs. 3,101 for depreciation, and brought out the present value of building at Rs. 7,237.

5. The claimant being dissatisfied with the Land Acquisition Officer's award demanded a Reference in the Tribunal. He has now modified his original claim of Rs. 33,800 to Rs. 21,848 as detailed in his engineer Mr. Batley's valuation report, dated 26th January 1923, prepared for being put in before the Tribunal.

6. The claimant objects to the award mainly on two grounds. He contends that the Land Acquisition Officer has gone wrong in his calculations and has erred in working out the amount of depreciation, which, he points out, has been over-estimated, and is not commensurate with the actual age of the building, which has been admitted to be 9 years. He also urges that the table adopted by the Land Acquisition Officer for calculating depreciation is of 4 per cent. instead of 4½ per cent.

7. His second contention is that the rate of Rs. 3½ per sq. yard awarded for his land is low, and does not represent its true market value at the date of declaration (30th October of 1919), when landed properties had appreciated a good deal and their value was, if anything, rising still.

8. As the building under reference stood in the line of one of the roads to be constructed by the Trust, it was urgently required to be demolished. The Tribunal were therefore requested to view the property, and give their sanction for demolition before the Reference came on for hearing. They accordingly inspected the premises on 12th March 1923, when they were favourably impressed with the substantial premises on of the building and the condition in which it was kept. They expressed their opinion that the building was above the average run of houses in the neighbourhood, and that as a family residence it had to be valued on the reinstatement basis.

\* Not printed.

9. When they were discussing some of the items of the Land Acquisition Officer's valuation, their attention was drawn by the claimant's engineer Mr. Batley, who was also present at the time of inspection, to the amount of depreciation which the Land Acquisition Officer had estimated at Rs. 3,101. The Assessors thereupon observed that there must have been an arithmetical error in calculating the amount of depreciation, which, they said, should not in their opinion exceed Rs. 200 or thereabouts, having regard to the admitted age of 9 years of the building. They suggested that the Trust would do well to consider and agree to rectify the error, which would thus narrow down the points of dispute, even if it did not lead to a settlement.

10. There is no doubt that the Land Acquisition Officer has somehow over-estimated the amount of depreciation. It may also be conceded that he has based his figure of depreciation on the 4 per cent. table instead of  $4\frac{1}{2}$  per cent., which the Tribunal have adopted in other References for properties declared in the year 1919.

11. If the error in depreciation be rectified and  $4\frac{1}{2}$  per cent. table be used, the present value of the building works out to  $(10,338 - 196) = \text{Rs. } 10,142$  instead of  $(10,338 - 3,101) = \text{Rs. } 7,237$ , erroneously calculated by the Land Acquisition Officer, and therefore the award on this account *alone* is capable of bearing an increase of  $(10,142 - 7,237) = \text{Rs. } 2,905$ , which, it is certain, the Tribunal will award, even if they disallowed the claimant's other contentions.

12. Besides the amount of depreciation, the claimant disputes the Land Acquisition Officer's estimate of Rs. 3-8 per sq. yard for the value of his land, which his engineer puts down at Rs. 12 per sq. yard.

13. In support of his contention that the Land Acquisition Officer has underestimated the value of his land, he points to Case No. 17 marked by yellow lines on the plan,\* and situated in its immediate vicinity for which a rate of Rs. 3-8 per sq. yard was awarded by the Land Acquisition Officer.

14. Land in Case No. 17, had no right of way over the passage in Case 19, which gave access to the land now under reference. The said passage has been held by the Land Acquisition Officer in his award for the same to be a private passage over which Case 17 had no right of way. Therefore the claimant argues that if Rs. 3-8 was considered fair for land in Case 17, without access from Worli Road, his land could not be put in the same category but could command a higher rate than Rs. 3-8, being accessible from Worli Road by means of the said passage over which it had a right of way.

15. The claimant also seeks to support his claim by the instance of a sale of land in Case No. 61, also delineated on the plan by yellow boundary lines. The land in that Case admeasuring 833 sq. yards was agreed to be purchased on 22nd August 1919 at Rs. 4 per sq. yard. That land was further away from Worli Road from which it had no access by any passage. The claimant contends that as it actually fetched Rs. 4 per sq. yard, his land ought to have been assessed at a higher rate than Rs. 4 per sq. yard.

16. In this issue also it is, more probable than not, that the claimant would succeed if the Reference were allowed to be contested.

17. Under the circumstances after lengthy negotiations with the claimant's engineer, the claimant has sent in an offer to settle the Reference on receipt of Rs. 2,000 (Two thousand) inclusive of all interests, and in full satisfaction of all his claims, in addition to what the Land Acquisition Officer has awarded, on the understanding that each party bears its own costs.

18. It will be seen that the figure at which it is proposed to settle the case *viz.* Rs. 2,000 is less than the figure of Rs. 2,905 referred to in para 11. It is also to be borne in mind that the settlement figure does not allow any probable increase in the value of land which is likely to be allowed by the Tribunal, or any interest which the claimant would be entitled to on the excess he would get from the date of possession to the date of payment of such excess.

19. We are of opinion that the offer is fair and we beg to recommend its acceptance."

**Resolution 98.**—Report No. 1 of the Land Acquisition Sub-Committee, dated 3rd February 1927, is adopted.

10. Re: Report No. 2, of the Land Acquisition Sub-Committee dated 3rd February 1927—re: Scheme No. 5—Case No. 505.

( File No. Mis. 51/26.)

"1. The property comprised in the above Case, shown bounded by red lines on the accompanying plan\* No. 201, dated 22nd December 1926, consists of 3663 sq. yds. of Toka land abutting on Matunga Road, three old buildings marked A, B & C on plan and a new temple. There was formerly an old temple on the land, which the claimant has removed and a new temple more costly than the old one, has been erected by the claimant, leaving set-back land unbuilt upon.

2. Negotiations have been carried on with the claimant's engineers for the last 14 years, and eventually the claimant has sent in an offer to settle the case subject to the following conditions :—

(A) On receipt of an intimation from the Land Manager that the Improvements Committee have sanctioned the settlement of the Case above referred to, (hereinafter called the claimant's property) the owner of the Case (hereinafter called the claimant) shall consent :—

- (a) to an award being made for the claimant's property, and immediate possession thereof being taken by the Land Acquisition Officer;
- (b) to the compensation in money to be awarded in respect of all interests in the claimant's property being equal to Rs. 17000, and the benefit of the lease mentioned in Head (B);
- (c) to hand over to the Engineer vacant possession of the chawl and building abutting on the Naigaum Road and marked C & A on plan, within 3 months of the Land Acquisition Officer's award,
- (d) to pay Rs. 2000, into the office of the Chief Accountant of the Board on the same day the compensation money is received from the Land Acquisition Officer and to continue in possession of the school building marked B on plan, paying all municipal taxes thereof for a period of twelve months, it being understood that the deposit amount is to be returned by the Trust on vacant possession of the buildings being given to the Engineer for demolition,
- (e) to be a monthly tenant of the Board on payment of a monthly rent calculated at 6% on Rs. 15,000, until such time as the vacant possession of the chawl and building marked C & A on plan is handed over to the Engineer for demolition.

(B) The Improvements Committee shall, subject to the special conditions herein-after referred to, and subject to the conditions and provisions usually inserted in the form of building lease for 999 years adopted by the Board for their Estates, lease to the claimant for a term of 999 years at a nominal rent of Re. 1 per annum :—

- (a) the plot coloured red and green on the plan and admeasuring about 3292 sq. yds. subject to the following conditions :—
  - (1) The user of the buildings to be restricted to temple buildings and residential purposes only, except along the frontage of the Old Matunga Road, where shops may be constructed,
  - (2) The height of the buildings not to exceed a ground and two upper floors,
  - (3) An open space 15 ft. in width is to be left along the north, south and west boundaries of this land, and

(4) The building rules and the lease are to be in the Trust usual form of the Dadar-Matunga Estate.

(C) Within a week from the receipt of an intimation from the Board's Estate Agent that the plot is available, the claimant shall appoint a surveyor to meet the Board's surveyor to ascertain the correct area of the plot coloured red & green, it being understood that if the area exceeds the area mentioned in Head (B) (a), the claimant shall pay for the excess area at the rate of Rs. 6 per sq. yd. and that if the area falls short, the Board shall pay to the claimant for the deficit at the same rate.

(D) The claimant shall get the land to be leased to him filled in with sweet earth to the levels of the centres of the adjoining streets and shall cover in the well in the compound with a properly designed concrete cover, leaving an opening not more than 2 ft. square, such opening to be fitted with mosquito proof trap door and erect a pump to draw water from the well, within 6 months of the plot being handed over to him.

(E) The layout of the plot shall be in accordance with the plans to be approved of by the Improvements Committee.

(F) These preliminary negotiations are subject to the terms of an agreement with forms of lease annexed to be prepared by the Board's Solicitors, and

(G) The cost incurred by the Board of and incidental to the agreement, the lease and any other required documents shall be borne by the claimant, it being understood that the claimant shall deposit with the Secretary a sum of Rs. 500 within a week from the date of intimation to him that the Improvements Committee have accepted these terms and on the receipt of this deposit the Board's Solicitors will be instructed to take in hand the work of drawing up the agreement.

3. Under the proposed arrangement, the claimant will retain the newly erected temple, and the land coloured red and green on plan admeasuring 3292 sq. yds., which is equal to the area of the whole Case, minus the area of set-back on Matunga Road scored red on plan.

4. The claimant has to be compensated for his old temple, and the buildings marked A, B & C on plan and the compound wall. Allowing for betterment of the land abutting on the now proposed street, we have satisfied ourselves that the fair amount of compensation for all interests would be Rs. 17,000 inclusive of all interests.

5. We are of opinion that the settlement of the Case on the terms detailed in para 2 of this report is fair, and we beg to recommend its acceptance."

**Resolution 99.**—Report No. 2 of the Land Acquisition Sub-Committee, dated 3rd February 1927, is adopted.

11. Re: Arrears of rent of plots Nos. 1, 2 and 4 (Tulsirampada) let to Mr. D. R. Contractor—Transfer of interest in the present leases, and grant of fresh leases from the dates of expiry of the present leases, to one Mr. S. P. Bharucha, and withdrawal of High Court suit—sanction for.  
( File No. Mis. 108/26. Ref. C. R. 97/26. )

Considered the following :—

(a) Land Manager's No. 1049, dated 4th February 1927 :—

"Under Improvements Committee's Resolution No. 97 dated the 20th July 1926 the Chief Officer was authorized to take action against the tenant of the above plots both for the recovery of the rents and ejecting him. The tenant was in arrears at this date for rent amounting to a little over Rs. 5,400. Mr. Contractor, however, paid Rs. 3420 out of this on 25th September 1926 before any action was taken and promised to clear up the arrears in a short time. He, however, failed to pay and the Trust Solicitors were requested on 1st November 1926 to proceed against him.



2. Consequently on the 7th of January 1927 Mr. Burge was appointed an Interim Receiver and he took possession of the structures on the plots on the 11th idem. On 13th, Mr. Contractor consented to the confirmation of the appointment of Mr. Burge as Interim Receiver.

5. Subsequently on the 26th January 1927 Messrs. Vachha & Co., Solicitors, wrote that one of their clients Mr. Sorabji P. Bharucha with the consent of Mr. D. R. Contractor was willing to pay off all arrears of rent, costs of suits &c., provided the Trust agreed to grant Mr. Bharucha fresh leases of these plots for a term of further 3 years from the respective dates of expiry of the present terms of leases and to allow Mr. Bharucha to enter into possession of the plots as a transferee of the interest of Mr. Contractor in the existing leases and transfer his deposit of Rs. 2,115 to the former's name.

4. Mr. Contractor owes to the Board upto the end of January 1927 a sum of Rs. 6,000, approximately including costs. This amount is only provisional and will be subject to deductions of the amounts recovered by the Receiver from Mr. Contractor's sub-tenants. Messrs. Vachha & Co. were, therefore, asked to deposit a sum of Rs. 6,000 and were informed that on the amount being deposited their proposal would be submitted for the approval of the Chief Officer and the sanction of the Committee.

5. Messrs. Vachha & Co., have guaranteed the payment of Rs. 6,000 on behalf of Mr. S. P. Bharucha. The Trust Solicitors were, therefore, consulted and they advise, that the guarantee may be accepted and the proposal considered favourably.

6. Under the circumstances it is suggested, if the Chief Officer approves, that the Committee's sanction may be obtained to the grant of fresh leases to Mr. Bharucha for a period of 3 years from the dates of the expiry of the present leases which are for plot 1, (9th January 1928), No. 2, (16th April 1928) and for No. 4, (28th August 1927) and to allow Mr. Bharucha to enter into possession of the said plots as a transferee of the interest of Mr. Contractor, on his paying up all arrears and costs due by the latter.

7. On the Committee's sanction being obtained, the suit pending in the High Court will be withdrawn by consent."

(b) Estate Agent's No. 1169, dated 9th February 1927 :—

" \* \* \* \* \*

2. The undersigned concurs with the Land Manager's recommendations.

3. These temporary structures are situated on narrow strips of land in front of acquired buildings, and the undersigned sees no objection to the sites being let for this purpose for a further 3 years from the expiration of the existing tenancies. A blue print\* showing the same is forwarded herewith.

4. A sum of Rs. 370 only has been recovered in rents to date, from which amount the Trust expenses will have to be deducted."

(c) Chief Officer's note, dated 11th February 1927 :—

" Recommended for sanction. A sum of Rs. 4,000 out of the Rs. 6,000 has since been deposited with the Trust and the Attorneys of the intending lessee have personally guaranteed payment of the balance."

**Resolution 100.**—Sanction is accorded—

- (i) to the grant of fresh leases of the plots to Mr. Sorabji P. Bharucha for a period of 3 years from the dates of the expiry of the present leases ;
- (ii) to allow Mr. Bharucha to enter into possession of the said plots as a transferee of the interest of Mr. Contractor on his paying up all the arrears and costs due by the latter, and
- (iii) to withdraw the suit pending in the High Court by consent on compliance with the above terms.

12. Re : Scheme 57, Sewri-Wadala—Cases 678, 678E, (part)-678F, 678G, 678H, 689, 682, 681, 678A and 678B—Right of cultivation in—extension of period by 2 years.

Considered the following :—

(a) Land Manager's No. 1214, dated 10th February 1927 :—

“ The area comprised in the above cases and admeasuring about 10,000 square yards was let to Rukhad Premji for a period of one year from 1st April 1926 for Rs. 1,850.

2. The tenant has now applied for an extension of the period for two years from 1st April 1927 at the same rent. A copy of the application is forwarded herewith with compliments for favourable consideration.

3. In view of the expense and labour involved in the first year in bringing virgin soil under cultivation, it is considered that the request made by the applicant is reasonable and may be granted.

4. The accompanying plan\* shows the land let bounded red. A further area of 2,500 square yards in Cases 678 and 678D is lying vacant and unproductive and is shown scored red.

The tenant has been asked to take up this area also for cultivation in addition to the area already let. This land is rocky and bears no comparison to the larger area ; it is therefore proposed to charge a rent of Rs. 200 per annum for this area and let it out with the larger area for a period of two years. The cultivator tenant is willing to accept the proposal.

The Improvements Committee's sanction may kindly be obtained, if the Chief Officer approves, for the extension of the period upto 31st March 1929 at Rs. 1,850 per annum and grant of the fresh area at Rs. 200 per annum for the same period.”

(b) Chief Officer's note, dated 11th February 1927 :—

“ Recommended. We shall not require the land during the next two years.”

**Resolution 101.**—The recommendation made by the Land Manager in the last para of his No. 1214, dated 10th February 1927, is approved.

\* Not printed.

13. Re : Dadar-Matunga—plot 614 (agreed to be leased to the Zoroastrian Building Society, Ltd.)—detailed building plans showing the proposed variation in the building area.

( File No. Mis. 130/27. )

Considered the Estate Agent's No. 1211, dated 10th February 1927 :—

" Herewith I have the honour to forward a block plan\* in triplicate as also detailed building plans\* showing the proposed variation in the building area of the above plot together with a copy of the Trust Architect's report No. 3659, dated 13th December 1926 herein.

2. It will be seen that the building tenant proposes to do away with the rear ground floor outhouse and to project two wings on the back of the main building on to the reserved open space. He also proposes to project an open verandah on each floor 34 ft. in length by 3 ft. wide on to the front open space, but the undersigned is of opinion that these projecting verandahs may be allowed free of charge as an architectural feature. The Zoroastrian Society has written to say that the building tenant of plot No. 613 on the south has no objection to the proposed increase in the depth of the main building on plot No. 614.

3. The sanctioned building area including the outhouse amounts to 10,180 sq. ft. of floor space, which under the proposed variation will be increased to 10,953 sq. ft. an increase of 773 sq. ft. which is about 8 per cent. more than the sanctioned floor area. The ultimate ground rent is Rs. 564 per annum and the proportionate increase of 8 per cent. will amount to Rs. 44 per annum.

4. It is therefore suggested that the Society and its building tenant should be allowed to vary the building area as shown on the plans forwarded herewith on condition that the ground rent of the plot is increased by Rs. 44 per annum and subject to the detailed building plans being passed by the plans Sub-Committee."

Letter dated 27th November 1926, from Messrs. K. P. Daver & Co., architects, addressed to the Estate Agent :—

"Herewith we have the honour to enclose three copies of block plan\* of the above-said plot. The building site as sanctioned by you is shown in yellow and our client the lessee does not intend to build the outhouse but he desires to extend the building of ground and two upper floors as shown by brown dotted lines on the plan. The extension in the front is only 3 feet of open verandah on all floors. On your approving of this, we shall forward detailed plans to the Trust Architect for his approval."

Copy of Trust Architect's No. T. A. 3659, dated 13th December 1926 :—

\* \* \* \* \*

The proposal is to throw about two-thirds of the area of the outhouse which is restricted to ground floor only into the main building as well as 3 feet wide extension of open verandahs to the main block on the front open space.

As this is a corner plot the realignment in the front may be allowed subject to proper architectural treatment being given to the elevations facing 40 feet and 100 feet roads and the verandahs so designed as to keep them permanently open.

As regards the proposal at the rear, the same may be allowed subject to proportionate extra ground rent being charged and provided the sub-lessee of plot No. 613 has no objection."

**Resolution 102.**—The recommendation made by the Estate Agent in para 4 of his No. 1211, dated 10th February 1927, is approved.

14

*Re : Premises occupied by the Tribunal of Appeal.*

( File No. Misc. 121/27. )

Considered the Chief Officer's note dated 8th February 1927:—

" In February 1923, the Board decided to rent premises in the Central Bank building for a period of three years at a rent of Rs. 725 per month for accommodating the Tribunal of Appeal.

2. In December 1925, it was decided to continue the tenancy for one year at the reduced rent of Rs. 450 and this tenancy will expire at the end of March.

3. As it is not certain for how long the premises will be required by the Tribunal, I have enquired of Mr. Pochkhanawlla whether he will continue the tenancy from month to month on the same terms as to rent. He is willing to do this and the sanction of the Committee is requested to the arrangement being entered into."

**Resolution 103.**—The arrangement proposed by the Chief Officer in para 3 of his note, dated 8th February 1927, is approved.

15.

*Re : Report of financial transactions in January 1927.*

Considered Chief Accountant's note, dated 11th February 1927:—

" Fixed deposits ... .. Rs. 4 lakhs from surplus cash balances were placed @ 5½ per cent. per annum as a deposit at call with the Lloyds Bank (Cir. No. 10, dated 27th January 1927).

Investment of sinking fund money. 6 per cent. Bombay Improvement Trust debentures of the nominal value of Rs 3,32,000 were transferred (at par) from general investment account to sinking fund investment account:

Foreign remittance ... .. £1,000 (=Rs. 13,333-5-4 @ 1/6) were remitted to London for current account with the Chartered Bank, London (vide Cir. No. 9 of 27th January 1927)."

**Resolution 104.**—Recorded.

16.

*Re : Supply of Asphalt and Flux Oil during 1927-28.*

Considered Engineer's No. 1735, dated 17th February 1927:—

"In supersession of my letter No. 1398 of 9th February 1927, I have the honour to inform you that the representative of the Barber Asphalt Company, who had an interview with me in my office on 12th February 1927, informed me that the Municipality are prepared to take 1880 tons of Asphalt and Messrs. McKenzies, Ltd., will take 520 tons as an absolute maximum. This leaves 600 tons of asphalt and 50 tons of Flux Oil to bring the total shipment up to Rs. 3,000 tons which is the minimum quantity on which we can get reduced rate: *vide* letter\* in original, dated 14th February 1927, from the engineering representative of the Barber Asphalt Company.

The prices of Asphalt and Flux Oil on the quotations work out as under:—

*Asphalt—*

For a consignment <i>under</i> 3000 tons at £ 7-16-6 per ton at 1s. 6d. rate of exchange for rupee ...	104.33 (A)
For a consignment <i>over</i> 3,000 tons at £ 7-8-3 per ton at 1s. 6d. rate of exchange for rupee ...	98.83 (B)

\* Not printed.

*Flux Oil—*

For an order for 30 tons at £ 9-13-10 per ton at 1s. 6d. rate of exchange for rupee ... ..	129.22 (C)	
For an order for 50 tons at £ 9-9-1 per ton at 1s. 6d. rate of exchange for rupee ... ..	126.06 (D)	
Cost of 500 tons of asphalt at rate required for 1927-28 ... ..	(A)=Rs. 52,165	} Difference Rs. 7,133
Cost of 600 tons of asphalt at rate requirement of 1927-28 and 100 tons more ... ..	(B)=Rs. 59,298	
Cost of 30 tons of Flux Oil at rate required for 1927-28 ... ..	(C)=Rs. 3,876	} Rs. 2,427 Rs. 9,560
Cost of 50 tons of Flux Oil at rate requirement of 1927-28 and 20 tons more ... ..	(D)=Rs. 6,303	
Total cost of 500 tons of Asphalt plus 30 tons of Flux Oil—Requirement of 1927-28 at higher rate would be ... ..	Rs. 52,165 Rs. 3,876	
	Rs. 56,041 (E)	
Total cost of 600 tons of Asphalt plus 50 tons of Flux Oil—requirement of 1927-28 plus 100 tons of Asphalt and 20 tons of Flux Oil.	Additional { Rs. 59,298 Rs. 6,303 Rs. 65,601 (F)	

Difference between (E) and (F) = Rs. 9,560 (G) amount which the Trust would have to spend and lock up in buying the additional quantities.

The amount saved on the 500 tons of Asphalt and 30 tons of Flux Oil, the actual requirements of the next year, by way of reduction in the rates by going in for larger quantities will be Rs. 2,845 as detailed below:—

500 tons of Asphalt × (104.33 - 98.33) =	Rs. 2,750
30 tons of Flux Oil × (129.22 - 126.06) =	Rs. 95
Total ...	<u>Rs. 2,845</u>

against loss of interest for one year at 6% per annum on the amount of Rs. 9,560, that will be locked up = Rs. 574.

From the above details, it will be seen that the Trust will eventually be at an advantage in buying the larger quantities at lower rates rather than by going in for the exact quantities required for the next year at higher rates, side by side benefiting the Corporation considerably.

I have, therefore, to recommend that early sanction of the Improvements Committee be obtained to buy 600 tons of Asphalt and 50 tons of Flux Oil at the reduced rates offered."

P. S.—Further letter\* dated 15th February 1927 from the engineering representative of the Barber Asphalt Company confirming the above quotation accompanies in original, from which it will be seen the above quotations are subject to a discount of 4 per cent. for payment to the account of the Trinidad Lake Asphalt Operating Company Ltd., at Barclay's Bank, Dominion, Colonial and Overseas, No. 29, Grace Church Street, London, in exchange for shipping documents.

As the time limit for the acceptance of these quotations expires on the 22nd instant, Improvements Committee's sanction may please be obtained by circulation."

**Resolution, 105.**—Sanction applied for by the Engineer under his No. 1735, dated 17th February 1927, is granted.

17. Re : Establishment—Land Manager's Department—Mr. E. B. Writer—Surveyor—  
leave and gratuity to, preparatory to retirement.

( File No. E. L. 40/27. )

Considered the following :—

(a) Chief Accountant's note, dated 11th February 1927 :—

" Mr. E. B. Writer, a surveyor on Land Manager's permanent establishment applies for the grant of—

(i) Leave for 2 years from 1st April 1927, i. e. Privilege leave for 6 days and the rest furlough on half average salary.

(ii) Provident Fund due to him.

(iii) Gratuity.

The applicant joined the Trust service on 9th November 1898 and is in receipt of pay of Rs. 105 plus Rs. 20 War allowance.

His request for the grant of leave and Provident Fund due to him is admissible and has been recommended by the Land Manager.

Gratuity is admissible subject to sanction of the Board for good, efficient and faithful service of complete 30 years or on attaining the age of 55 years.

The applicant has completed 28 years service. He will put in more than 30 years service on expiry of the 2 years leave applied for if sanctioned and will thus be entitled to the benefit of the gratuity rules. The Land Manager recommends the grant of gratuity for his good, efficient and faithful services and if the gratuity is sanctioned it will be paid on his retirement from the Trust service.

In the proposal for retrenchment of the Land Manager's Establishment recently sanctioned by the Improvements Committee under their Resolution No. 80, dated 8th February 1927 one post of surveyor has been reduced. If the Committee consider that the opportunity should be taken to reduce the appointment of the applicant on the expiry of the leave applied for instead of—

(i) retrenching the services of another surveyor with the benefit of the leave admissible under Trustees' Resolution No. 68 of 1925 and

(ii) engaging a substitute for the applicant during his absence on leave their sanction would be necessary to do so and to grant the request of the applicant."

(b) Chief Officer's note, dated 14th February 1927 :—

" Recommended."

**Resolution 106.**—The proposal made by the Chief Accountant in the last para of his note, dated 11th February 1927, is approved.

18. Re : Establishment—Engineer's Department—Mr. S. R. Kulkarni—Sub-Engineer  
on Scheduled Temporary Establishment—resignation of post by and leave to,  
with permission to take service elsewhere during leave.

( File No. E. L. 29/27. )

Considered the following :—

(a) Chief Accountant's note, dated 11th February 1927 :—

" Mr. S. R. Kulkarni a Sub-Engineer on scheduled temporary establishment under the Engineer on Rs. 400 in the grade of Rs. 250-25-400, has applied through the Engineer for privilege leave for 2 months and one day from 22nd January 1927 with permission to resign his post on the expiry of the leave and take up a job which he has secured in the G. I. P. Railway during the period of the leave.

The leave and the permission applied for are admissible and have been recommended by the Engineer.

The post held by Mr. Kulkarni, has been proposed to be retrenched and if he had not applied for the leave he would have been entitled under the orders of the Board in the matter to the privilege leave for the same period as has been applied for by him plus one month's notice.

The leave and permission applied for require the sanction of the Committee."

(b) Chief Officer's note, dated 14th February 1927 :—

"Recommended."

**Resolution 107.**—The leave and permission applied for by Mr. Kulkarni are granted.

19. Re: Establishment—Secretary's Department—Mr. H. R. Turner, clerk—advance of Rs. 175 from Provident Fund to.

(File No. E. 54/27.)

Considered Chief Accountant's note, dated 18th February 1927 :—

"Mr. H. R. Turner, a junior clerk in my Department, applies for the grant of an advance of Rs. 175 from his Provident Fund subscription to enable him to meet the expenses incurred in connection with his own and his family's illness and has produced a medical certificate.

He joined the Trust service on 17th March 1921 and his present pay is Rs. 67 plus Rs. 20 war allowance.

He had taken an advance of Rs. 150 in June 1926 in connection with the prolonged illness of his mother. This advance has not been repaid and a sum of Rs. 30 is outstanding.

A sum of Rs. 373-4-11 stands to the credit of his subscription to the Provident Fund and the advance of Rs. 175 applied for by him is admissible.

As the last advance has not been repaid the sanction of the Committee will be required to the grant of second advance of Rs. 175. In case the advance is sanctioned, it will be paid after deducting the outstanding balance of the first advance and the recovery will be effected in 20 monthly instalments."

**Resolution 108.**—Sanction is accorded to the grant to Mr. H. R. Turner of an advance of Rs. 175 out of his Provident Fund subscription repayable in 20 monthly instalments after deducting the outstanding balance of Rs. 30 against the previous advance.

20. Re: Establishment—Engineer's Department—Mr. Krishnarao V. Navalkar, clerk—90% advance from the Provident Fund.

Considered Chief Accountant's note, dated 18th February 1927 :—

"Mr. Krishnarao Vinayak Navalkar, junior clerk on Permanent Establishment under the Engineer, has applied for payment of an advance of 90% of the Provident Fund money standing to his credit.

The applicant joined the Trust service on 1st September 1905 and has been granted combined leave due from 6th October 1926 preparatory to retirement from Trust service.

The advance has been recommended by the Engineer and is admissible under Trustees' Resolution 77, dated 6th February 1923. This requires to be sanctioned by the Committee."

**Resolution 109.**—Payment of 90 per cent. of the Provident Fund money is sanctioned.

21. Re: Establishment—Engineer's Department—Mr. B. P. Wadke, Sub-Engineer—  
request to be continued in Trust service and not to be retrenched.

Considered the following:—

- (a) Mr. Wadke's application, dated 14th February 1927:—

"I beg most humbly and respectfully to submit the following few lines for your kind consideration. I have been serving on the permanent establishment as a Head in charge of Drawing Office in the Improvement Trust Engineer's Department on a salary of Rs. 400 per month, since the post of Rs. 800 per month of Mr. Cervello in this office, was abolished.

I am a Licentiate of the Royal Institute of the British Architects, a holder of the Government of Bombay Diploma in Architecture, the winner of the Mayo Medal, and one of the winners of the Improvement Trust Competition for Designs in Indian Architecture, with an excellent service record throughout for the last about 8 years (the best part of my life); not only this, but in some cases, I was given special increments as an inducement to remain in the service of the Trust.

I have also worked as a special hand for Improvement Trust Schemes such as British Empire Exhibition, National Baby Weeks' Exhibitions, and the housing schemes constructed by the Board with general office work. In spite of my all abovementioned works and qualifications and the saving of Rs. 400 per month made by the Trust by appointing me in place of Mr. Cervello, I am given to understand, that I am to be sent away from my present appointment. I have zealously and conscientiously worked throughout entirely for the interest of the Trust on indoor duties and this fact may not make me a loser and therefore I may kindly be retained in the service of the Trust Departments on a suitable job. If you think that my services are not necessary in the section of indoor duties, I may be transferred to some other section. I may also point out that some of my juniors in service are to be retained and in some cases are even transferred on some other jobs. I submit I am entitled to similar opportunities.

If my present job suddenly comes to an end, the consequences will be disastrous and will almost lead to the ruin of my career and of my family consisting of myself and 12 dependents. It is a hardship for a middle aged person like myself to start a business afresh or to seek an employment when employment is extremely scarce.

I most respectfully submit that the intended retrenchment ought to be made on judicious lines, so as not to cause injustice to any particular individual. I am constrained to observe that in view of the abovementioned facts and my clean record of faithful service of about 8 years, it will be an act of gross injustice to me, if I am at this stage asked to go away.

Under the circumstances, I have again to request your honours duly to consider my claim to the continuance of my service and favourably decide the question which I will, apart from the merits of my case, consider as an act of personal favour upon me."

- (b) Chief Officer's note, dated 17th February 1927:—

"I suggest this be referred to the Finance and Establishment Sub-Committee who are considering the question of what officers and servants should be retrenched."

**Resolution 110.**—Referred to the Finance and Establishment Sub-Committee for consideration.

22. Re: Member of Committee—Secretary to Government, Development Department,  
to be Director of Development for purposes of Section 10 of the City of Bombay  
Improvement Trust Transfer Act, XVI of 1925.

Considered Government Resolution, Development Department, No. S. D. 267, dated 11th February 1927:—

"The post of the Director of Development, Bombay, having been abolished, the Governor in Council is pleased to designate the Secretary to the Government of Bombay,



Development Department, as the Director of Development, Bombay, for the purpose of Section 10 of the City of Bombay Improvement Trust Transfer Act, 1925 (Bombay Act No. XVI of 1925)."

Proposed by the Chairman—

"That Government Resolution, Development Department, No. S. D. 267, dated 11th February 1927, be recorded."

*1st Amendment*—Dr. Viegas moved and Mr. Silam seconded the following *amendment*—

"That the Government Resolution be recorded and it should be respectfully brought to the notice of Government that the post of Director having been abolished as admitted in their Resolution it would not be correct unless the appointment is recreated to designate the Secretary to Government of Bombay, Development Department, as the Director of Development for the purpose of Section 10 of the City of Bombay Improvement Trust Transfer Act, 1925, or unless the section is amended."

*2nd Amendment*—Mr. Hoosenally moved and Mr. Dumasia seconded the following *amendment*—

"That the Committee most strongly protest against the Government Resolution, Development Department, No. S. D. 267, dated 11th February 1927.

That Government be informed that the Committee are of opinion that their action in designating the Secretary to Government, Development Department, as the Director of Development for the purpose of Section 10 of the City of Bombay Improvement Trust Transfer Act is objectionable and irregular as the post of the Director of Development has been abolished by Government and should not be recreated merely for the purpose of complying with the provisions of the Act.

The Committee are further of opinion that if such an appointment was allowed it would be open to Government to nominate any subordinate officer in the Department to the Improvements Committee designating him as the Director which was never contemplated by the Act."

*3rd Amendment*—Mr. Mirza Ali Mahommed Khan moved and Dr. Batliwala seconded the following *amendment*—

"That consideration be postponed and Counsel's opinion be obtained as to whether the Government Resolution is in order."

After some discussion, the third *amendment* was put to the vote and was *lost* 3 voting for and 8 against it.

The second *amendment* was then put to the vote and was *lost* 4 voting for and 9 against it.

The first *amendment* was then put to the vote and was also *lost* 6 voting for and 7 against it.

The original proposition by the Chairman on being put to the vote was *carried* and it was also *carried* as a substantive proposition.

It was then resolved—

**Resolution 111.**—Government Resolution, Development Department, No. S. D. 267, dated 11th February 1927, is recorded.

23. Re: Supplementary Budget for 1926-27.

(Ref. C. R. 89, dated 8-2-27.)

Considered Chief Accountant's note, dated 5th February 1927.

**Resolution 112.**—The supplementary Budget Estimate for 1926-27 is approved and recommended to the Board for sanction under Section 102 of the Trust Transfer Act, 1925.

*Note.*—Only Dr. Viegas dissenting.

24. Re: Notice of motion by Dr. Accacio G. Viegas, L. M. & S., re: retrenchment of temporary staff.

"At the next meeting of the Improvements Committee I shall move—

'That in effecting retrenchment in the clerical staff on the temporary establishment the services of clerks on daily wages should be dispensed with before those on the temporary schedule establishment, and those of persons on non-continuous temporary staff before those on the continuous temporary staff.'

Dr. Viegas moved and Mr. Silam seconded that in effecting retrenchment in the clerical staff on the temporary establishment the services of clerks on daily wages should be dispensed with before those on the temporary schedule establishment and those of persons on non-continuous temporary staff before those on the continuous temporary staff.

On the suggestion by the Chairman, Dr. Viegas and Mr. Silam agreed to refer his notice of motion to the Finance and Establishment Sub-Committee and it was accordingly resolved—

**Resolution 113.**—Referred to the Finance and Establishment Sub-Committee who are considering the question of retrenchment of the staff.

25. Re: Retirement of Members of the Improvements Committee by rotation.

*Copy of Rules made by the Chairman for selection by lot of members who are to retire :—*

"Under Section 12(x) of the Act, five of the members of the Committee elected by the Board have to retire at noon on the 20th April 1927. The selection of these members is required to be made by lot at such time previous to 1st March 1927 and in such manner as the Chairman may determine. The following procedure may be adopted for the purpose :—

- (i) Eleven cards of equal size shall be prepared. On five of these shall be written the word "Retire" and on the remainder the word "Remain". Each card shall be enclosed in a sealed envelope and placed in a bag provided for the purpose.
- (ii) Each member elected by the Board shall draw a sealed cover containing a card as aforesaid from the bag. Members drawing cards bearing the word "Retire" shall be the retiring members.
- (iii) Should any member be absent at the time of drawing lots the Secretary shall draw a card for each such absent member in such order of drawing as the Chairman shall at the time determine and immediately after each such drawing he shall write, under his signature, on the card drawn the name of the member for whom the card was drawn.

- (iv) Every member drawing a card shall affix his signature below the word "Remain" or "Retire" on the card and hand it over to the Secretary who shall prepare a list of the retiring members and submit the said list to the Chairman who shall sign it in the meeting.
- (v) The result of the selection shall be recorded in the minutes of the meeting and reported to the Board.
- (vi) The Secretary shall retain the drawing cards for three months and destroy them thereafter."

In accordance with the above rules the cards were drawn by the Members present and by the Secretary for the Hon'ble Sir Phiroze C. Sethna, Kt., O.B.E., who was absent, with the result that the cards marked "Retire" were drawn by the undermentioned members—

1. Sir Vasantrao Anandrao Dabholkar, Kt., C.B.E.
2. The Hon'ble Sir Phiroze C. Sethna, Kt., O.B.E.
3. Dr. S. S. Batliwalla.
4. Mr. Naoroji M. Dumasia.
5. Mr. S. L. Silam.

It was then resolved—

**Resolution 114.**—The result of the drawing should be communicated to the Board with a request to elect fresh members of the Committee as provided for in Section 13 of the Trust Transfer Act, 1925.

26.

Re: Supply of Kerosene Oil during 1927-28.

Considered Engineer's No. 1756, dated 18th February 1927 :—

"I have the honour to forward herewith a copy of this office letter\* No. 1051 of 1st February 1927, inviting quotations for the supply of kerosene oil required by this Department during the year 1927-28, together with the three quotations in original received in response to the same.

A comparative statement\* showing the rates as tendered and the conditions offered by the three Oil Companies accompanies.

Rates marked 2, 9 & 8 in the comparative statement for the full supply of 200 gallons of Superior Grade Oil, and half the total quantity of the Medium Grade (2650 gallons) and Low Grade (425 gallons) oils respectively from Messrs. The Burmah Oil Company, and Nos. 12 & 15 for the supply of the other half of the Medium Grade and Low Grade Oils from Messrs. The Asiatic Petroleum Co., subject to the conditions mentioned in their quotations are recommended for acceptance and sanction by the Improvements Committee.

The rate quoted by Messrs. The Burmah Oil Co., for the Superior Grade Oil and recommended for acceptance is the lowest.

As regards the Medium Grade Oil though the rates quoted by all the three companies for supplies in bulk is the same, viz., Rs. 6-1-6 per 8 Imperial gallons, the quotation of Messrs. The Standard Oil Co., (No. 18) has not been recommended for acceptance even in part, since they offer to make the supply in cart load quantities only at a time, whereas the other two firms do not lay down such a stipulation. It is for this reason that the supply of the total quantity of the Medium Grade Oil has been divided between the two other Companies.

\* Not printed.

Messrs. The Standard Oil Co. do not quote for the Low Grade Oil and the supply of this as well has been equally divided between the remaining two Companies.

Messrs. The Burmah oil Co., (for the full supply of Superior Grade Oil and half the quantity of each of the Medium and Low Grade Oils) and the Asiatic Petroleum Co., (for the supply of the remaining half of the Medium Grade and Low Grade Oils) are the contractors for the current year, rates being for—

Superior Grade Oil	...	Rs. 8-11-0	per case of two tins.
Medium     "     "	...	" 5-11-6	per 8 Imperial gallons in Company's drums.
Low     "     "	...	" 4-10-6	"     "     "     "

The quotation of Messrs. The Burmah Oil Co., holds good for acceptance up to 31st March 1927."

**Resolution 115.**—The recommendation made by the Engineer in his letter No. 1756, dated 18th February 1927, is approved.

27. The following documents were executed:—

(1) *Debentures*—

Name of Holder.	Year of Loan.	Amount.	New issued.	Old cancelled.
		Rs.		
The National City Bank of New York ...	1901	10,000	1	1
	1905	2,000	1	2
	1908	1,25,000	5	5
Sir Jamssetjee Jeejeebhoy Bart. and others	1902	2,000	2	2
	1903	1,000	1	1
	1904	1,000	1	1
Bai Bachoobai Shapurji and others ...	1907	1,000	1	1
	1902	2,000	2	2
Mr. Behramji Nowroji Gamudia and others	1902	2,000	2	2
	1904	4,000	4	4
	1908	2,000	2	2
Mrs. Krishnagauri Chimanlal Setalvad ...	1902	2,000	1	2
The Imperial Bank of India ...	1902	3,000	3	3
	1904	1,000	1	1
Mr. Bejan Kersasp Dadachanji and others	1903	3,000	3	3
Dr. Accacio Gabriel Viegas and others ...	1903	1,000	1	1
	1906	500	1	1
	1908	500	1	1
Mr. Sohrab Rustomji Davar ...	1903	1,000	2	2
Mr. Adarjee Muncherji Dalal and others...	1903	1,500	2	2
	1904	2,000	2	2
Mr. Cawasji Pallonji Mistry ...	1904	500	1	1
The Bombay Mutual Life Assurance Society Limited ...	1904	5,000	6	6
Mr. Dhunji Gopalji and others ...	1904	3,000	3	3
Rao Bahadur Harjivan Bhagvanbhai Kotak and another ...	1904	1,000	1	1
Mr. Pratap Sitaram Pandit and others ...	1904	5,000	1	1
	1904	5,000	1	1
	1905	2,000	2	2
Mr. H. M. Haller and another ...	1906	18,000	6	6
	...	...	...	...
Carried over ...	...	...	...	...

Name of Holder.	Year of Loan.	Amount.	New issued.	Old cancelled.
		Rs.		
<del>Brought forward</del> ...	...	...	...	...
Mr. Waderao Wahidbuxkhan Illahibuxkhan Bhutto and another ...	1904	6,000	6	6
	1908	500	1	1
Mr. W. H. Deakin and another ...	1904	2,000	2	2
Sir Jamsetjee Jejeebhoy, Bart. & others ...	1904	6,000	6	6
	1905	5,000	5	5
	1906	1,000	1	1
Messrs. Chugandas and Co. ...	1904	500	1	1
The Empire of India Life Assurance Company, Limited ...	1904	40,000	1	1
	1908	500	1	1
Mr. Byramjee Jejeebhoy and others ...	1905	1,000	1	1
Mr. M. M. S. Gubbay, I.C.S. ...	1906	2,000	2	2
Mr. Sohrab R. Davar ...	1906	2,000	2	2
Mr. V. N. Sathaye and others ...	1906	500	1	1
Sir Dinshaw Maneckjee Petit, Bart., and others ...	1906	500	1	1
Bai Shirinbai Bezanji Kapadia and others	1906	16,000	4	4
Mr. Nusserwanji Rustomjee Toddywalla and another ...	1906	1,000	1	1
Mr. Gordhandas Tribhowandas Mungaldas and others ...	1906	500	1	1
Mr. Vishnu Ramchandra Hardikar ...	1907	500	1	1
Total ...	...	2,92,500	98	100

(2) *Lease and Counterpart* to Sir Lalubhai Samaldas, Kt., C.I.E., and others, *re*: plots Nos. 202 and 203 Suparibaug Estate.

(3) *Agreement and Duplicate* to Mr. Kurshedji Sorabji Dhondy and another for the building lease of plot No. 2, Parel Road North Estate.

(4) *Acceptance of application* by Mrs. Albertina Pais for building lease of plot No. 753, Dadar-Matunga Estate.

(5) *Conveyance and Duplicate* to Mr. Hajee Adam Hajee Usman Noorani and others, *re*: plot No. 54C, First Nagpada Estate.

(6) *Agreement in duplicate* with Messrs. Khilji and Co., *re*: contract for filling in low-lying land in Scheme No. 57.

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28: The following papers were laid on the Table:—

1. Estate Agent's No. 1095, dated 8th February 1927, informing that re-entry was effected on 8th February 1927, upon plot 5, Parel Road South Estate, in pursuance of Committee's Resolution 313, dated 21st December 1926.

2. Charge Receipt, dated 6th January 1927, re: handing over to the Municipality of certain portions of paved footpath on the west of plots 2 to 5, Scheme 37, admeasuring about 80 sq. yards as per plan\* forwarded under Engineer's No. 1347, dated 8th February 1927.

3. Purchase Orders sanctioned by the Chief Officer under Section 22(1) of the Act.

4. Work Orders sanctioned by the Chief Officer under Section 22(1) of the Act.

5. Sale of materials sanctioned by the Chief Officer under Section 22(1) of the Act.

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\* Not printed.

# Bombay Improvement Trust.

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ESPLANADE ROAD, ]

Bombay, 28th February 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 1-30 P.M. (S.T.) there were—

PRESENT :

1. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., *Chairman.*
  2. DR. K. E. DADACHANJI, L.M. & S.
  3. DR. ACCACIO G. VIEGAS, L.M. & S.
  4. DR. S. S. BATLIWALA, L.M. & S., F.C.P.S.
  5. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
  6. MR. S. L. SILAM, B.A., LL.B.
  7. MR. B. G. HORNIMAN.
  8. MR. NAOROJI M. DUMASIA.
  9. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
  10. MR. HOOSENALLY M. RAHIMTOOLA, B.A.
  11. MR. HARRY T. GORRIE.
  12. MR. C. N. WADIA, C.I.E.
  13. MR. W. H. NEILSON, O.B.E.
  14. MR. E. W. PERRY, I.C.S.
  15. MR. GANPAT KRISHNAJI BORADE.
- MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE ACTING SECRETARY WERE ALSO PRESENT.
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The minutes of the meeting, held on 22nd February 1927, were signed.

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1. At the outset, the Chairman referred to the sad death of Mr. T. G. S. Little who was the Solicitor of the old Board and an Advocate of the Committee and moved the following resolution which was unanimously *carried* :—

**Resolution 116.**—The Committee desire to place on record the deep regret with which they have heard of the death of Mr. T. G. S. Little, who, as the Solicitor of the old Board and an Advocate of the Improvements Committee, rendered valuable services to the Trust.

2. A copy of this resolution should be forwarded to the family of the deceased with an expression of the Committee's sympathy in their sad bereavement.
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2. The Chairman read letter dated 8th February 1927 received from Mrs. S. M. Edwardes thanking the members of the Committee for their expression of sympathy in their irreparable loss sustained by the death of Mr. S. M. Edwardes, C.S.I., C.V.O.

3. Re: Dadar-Matunga Estate—plot No. 301—application for lease of.

(File No. Mis. 178/27.)

Considered Estate Agent's No. 1699, dated 25th February 1927:—

"Herewith I have the honour to forward an application \* by Mr. Hathibhai Sakerchand for a 999 years' building lease of the above plot at a ground rent calculated at 6% on Rs. 9 per sq. yard per annum.

2. The area of the plot being 707 sq. yards the ground rent will amount to Rs. 380 per annum.

3. This plot was originally let in the year 1917 to Mr. Khimchand Annopchand Mehta at the same ground rent, and the Trustees by their Resolution No. 328, dated the 11th August 1925, agreed to permit him to surrender this plot on condition that he forfeited his deposit amounting to two years' ground rent. Mr. Mehta paid ground rent upto the date of the surrender, viz., 22nd February 1926, and taking into account the two years' rent forfeited, the Trust will receive full ground rent for this plot up to the 22nd February 1928.

4. If, therefore, the Improvements Committee are willing to accept this offer, the effect will be as if the original tenant had been allowed to transfer his interest to the present applicant, as even after allowing for the usual 12 months free period the Trust will not lose ground rent for this plot except for a week or two only. The applicant is willing to forego the usual reduction of 25% in the ground rent for the first 5 years of the lease term and his offer is therefore equivalent to Rs. 9-8-0 per sq. yard.

5. The conditions on which this application is based are normal and acceptance is recommended."

**Resolution 117.**—The application is accepted.

4. Re: Scheme 52, Worli—land sold to the Century Spinning and Manufacturing Co., Ltd., for construction of shops and dwelling houses—request for leasing the same to the Indian Broadcasting Co. for a Broadcast station.

(File No. Mis. 179/27.)

Considered the following:—

(a) Letter, dated 25th February 1927, from the Agents of the Century Spinning and Manufacturing, Co., Ltd:—

"With reference to the land we purchased from the Improvement Trust under Scheme 52 for the construction of shops and dwelling houses, we find that there is no demand for such in that locality. Under the circumstances, as we have an offer from the Indian Broadcasting Co., for a Broadcast station which will in no way detract from the amenities of the locality, we shall be glad if the Improvement Trust Committee will permit us to lease the said land to them. Please treat the matter as urgent as we require to let them know immediately. The installation consists of two masts and a small building only."

(b) Chief Officer's note, dated 25th February 1927:—

"There is no objection."

**Resolution 118.**—The permission applied for is granted, subject to the condition that the amenities are in no way detracted.

5. Re: Scheme 37, Sydenham Road Estate—Case No. 148—agreement with the Trustees of the Minora Mosque.

(File No. Mis. 154/27.)

Considered the following:—

(a) Estate Agent's No. 1392, dated 17th February 1927:—

"By an arrangement originally come to and sanctioned by the Board under Trustees' Resolution No. 253, dated 10th June 1919, the Trust agreed to lease to the Trustees of the Mosque the whole of the land comprised in Case No. 148, excluding the set-back required for the construction of the New Sydenham Road which was then intended to be only 100 ft. wide. Since then, the Board decided to provide arcades and to increase the total width of the road from 100 to 108 ft. This necessitated the setting back of the ground floor building line on this side of the road to an extent of 4 ft. which was to be thrown in the arcade area.

2. The Trustees of the Mosque agreed to the proposal and also to pay for the arcade area at Rs. 125 per sq. yard on getting credit for the additional area out of their land to be thrown into the arcade at Rs. 250 per sq. yard.

3. The agreement, dated the 3rd November 1925, which is forwarded herewith for reference and return provides under Clause 5C, for the payment of Rs. 2,000 by the Mosque trustees for the arcade area. This sum was arrived at on the then alignment of the road which was shown only approximately on the plan \* attached to the agreement.

4. When the road was actually laid out it was found that a further strip of 4 ft. was required out of the area agreed to be leased. This final alignment is shown on plan No. 133, dated 27th August 1926.

5. According to the actual survey, the Mosque trustees are entitled to be given credit and compensated for a further loss of land with the result that instead of having to pay Rs. 2,000 for the arcade area, they will have only to pay Rs. 375 as they get 35 sq. yards of arcade area instead of 32 sq. yards according to this agreement, but lose a further area of 8 sq. yards.

6. As this variation of the provision of the agreement requires the sanction of the Improvements Committee, I have the honour to request you to please obtain the same."

(b) Chief Officer's note, dated 18th February 1927:—

"Recommended for sanction."

**Resolution 119.**—The sanction applied for by the Estate Agent is granted.

6. Re: Dadar-Matunga—plot 797—re-layout.

(File No. Mis. 186/27.)

Considered the following:—

(a) Trust Architect's No. 502, dated 24th February 1927:—

"I have the honour to forward herewith plans \* re: the re-layout of the building area of the above plot received from the Architects, Messrs. Mistri and Bhedwar showing the original layout in yellow.

It is proposed to throw the area of the outhouse into that of the main building extending the latter in the rear. Two bay windows are proposed beyond the boundaries of the frontage and sides. It may be pointed out that two galleries for the upper floors are also proposed in the rear. Considering the large amount of open spaces for this as well as for plot No. 804 in the rear facing Kingsway, the latter being considerably larger

\*Not printed.

in area, the plans may be sanctioned subject to proportionate extra rent being paid for the additional building area and plans being passed by the Plans Sub-Committee.

For the same consideration as stated above, the two motor garages as proposed on side open spaces may be allowed as a special case subject to double rent being paid for the second garage."

(b) Estate Agent's No. 1719, dated 25th February 1917:—

" \* \* \* \* \*

2. The undersigned concurs with the Trust Architect's recommendations.

3. The area of the whole plot is 1,144 sq. yards and the ground rent for the same has been calculated at 4½% on Rs. 8-8-0 per sq. yard, amounting to Rs. 436 per annum.

4. It is proposed to increase the depth of the main building by 15 feet on each floor and to have to octagonal bays projecting on the front open spaces. The Zoroastrian Society in reply to the undersigned's queries states that the building tenant of plot 796 is desirous of relinquishing his plot, and that the Society has no objection to the proposed extension of the main building on plot No. 797. The Society have however been unable to obtain any reply from the building tenant of plot No. 798, and the Society was therefore informed on the 10th instant that unless a letter was received from their tenant objecting to the proposed extension of the building on plot No. 797 within 10 days from that date, it would be assumed that he has no objection.

5. Under the proposal, the sanctioned floor area of the building will be increased from 6,960 sq. ft. to 9,216 sq. ft. which is an increase of 32%. The ground rent should therefore be increased by 32% which will amount to an additional Rs. 140 per annum.

6. The undersigned sees no objection to allowing two motor garages on this plot, but further additional ground rent will be chargeable for the same at the rate of Rs. 25 per annum for every 100 sq. ft. covered by the first garage, and at Rs. 50 for the second garage."

**Resolution 120.**—Sanction is accorded to the proposed relayout of the building area subject to the plans being passed by the Plans Sub-Committee and to the lessee paying an additional ground rent of Rs. 140 per annum.

2. Permission to erect two motor garages as proposed on the side open spaces is granted, as a special case, subject to—

(i) the Board's usual normal conditions contained in Trustee's Resolution No. 296, dated 27th September 1918 and

(ii) the payment of extra ground rent at the rate of Rs. 25 per annum for every 100 sq. feet covered by the first garage and at Rs. 50 per annum for the second garage.

7. Re: Scheme 37, Sydenham Road Estate—Cases 91-95—reduction of rent of shops in  
(File No. Mis. 145/27.)

Considered the following:—

(a) Tenants' application received dated 14th February 1927:—

"We the undersigned Abdul Aziz Rahemtulla, Nanji Jhaver and others, your tenants occupying shops in cases Nos. 91 to 95 of Scheme 37 at Bhindi Bazar, Parel Road, beg to submit the following facts for your kind consideration and prompt action thereon:—

We have been occupying these shops as your monthly tenants now for the last several years. Many of us occupied these shops even before the buildings were acquired by the Trust. The Trust authorities enhanced the rents of these premises twice or thrice after they acquired these properties prior to the last enhancement which took place in the beginning of the year 1925.

2. On account of the enhancements prior to that of 1925, the rents of the shops occupied by us had already gone up by 60 to 80 per cent. over the former rents, while the last enhancement, *viz.* that of 1925 has taken the rental from 100 to 150 per cent. over the original rents.

3. Before the rents of our tenements were increased in the year 1925, we were given to understand that you had passed a resolution authorising an increase of 10 per cent. of the then existing rents. We, however, could not understand, why, over the head of that resolution the rents of the shops occupied by us were increased by 35 to 60 per cent. The only reason for such action on the part of the Trust authorities, that we can think of, may be the then existing rents of the shops, in the locality situated in the buildings owned by private landlords. However, as fate would have it, just at the time when the Trust authorities were thinking of enhancing the rents, the private owners were thinking of reducing the same. Because even prior to the beginning of 1925, the depression in the various trades and the slump in the various markets were so great and constant that neither the wholesale merchant nor the retail dealer could make both ends meet. The landlords, therefore, in order to retain the old tenants cut down the rents. Strangely enough, however, the Trust authorities shut their eyes to this fact and enhanced the rents of our shops as stated above.

4. Waiting for the times to improve, and unwilling to leave our old places of business we went on paying the enhanced rents through the burden was really heavy and crushing and we all felt its weight. Times, however, did not bring any improvement in the trade conditions which went from bad to worse, and to-day, as regards our trade and market, we stand on the hopeless rock of sands.

5. The landlords round about us realising the situation have gone on applying the axe to their rent incomes from time to time, which action of theirs is both human and wise. We hope that the Trust authorities would also realise the situation and would restore the rents of our shops to the condition in which they existed at the time when the properties were acquired by the Trust. But nothing of that kind has happened till now, though we have gone on groaning under the heavy burden having had at times to avoid even the expenses for the necessities of life in order to meet the payments of rents and to preserve our credit.

6. We, however, find it impossible to go on in this fashion any longer and one cannot say when it may happen that you may lose your rent and some of us our credit. In short, the rents as they now stand are a very heavy burden which we can no longer shoulder without danger to our credit. The economic conditions now prevailing in Bombay and the country have affected the business to an extent undreamt of. You, at least will not like to be instrumental, howsoever distantly or indirectly in snatching away the morsel of bread from mouths that we feed, by forcing us to leave these shops simply because of their very high rents.

7. Under the aforesaid circumstances, we all the undersigned tenants most humbly and respectfully submit this petition to you and invite your earnest and prompt attention to reduce the rents of the shops to a reasonable extent, taking into consideration all the circumstances mentioned above."

(b) Land Manager's No. 1638, dated 23rd February 1927 :—

" \* \* \* \* \*

2. The applicants are the tenants of shops in buildings in Cases 91, 92, 93 and 94, Scheme 37, on Bhendy Bazar Road.

3. The property in Case 91 was acquired in 1925, and those in Cases 92, 93 & 94 in 1913.

4. Since acquisition, the rents of the shops were first increased in 1919 by 10% as allowed by the Rent Act.

5. They were then increased in 1922 by 2½% owing to the increase in the Municipal Taxes, and again in 1923 from 5% to 10% as permissible also under the Rent Act.

6. When the Rent Act ceased operating in respect of the rents of shops in the City in 1924, the question of the increase of rents was brought before the Board, who by their Resolution No. 593 of 25th January 1924, ordered forthwith a provisional increase of 10 per cent. in respect of all tenements other than living rooms, in acquired buildings, and asked the Land Manager to furnish further information on the subject, scheme by scheme.

7. This information was supplied in respect of the shops in question under this office No. 2876\* of 26th March 1925 to the Chairman with the statement marked A to which a reference is invited.

8. It will be seen from that statement that while the rents of 48 shops in private buildings, round about the buildings in question worked out on an average to a rate of Rs. 42·84 per 100 sq. ft., the Trust increased the rents of the shops in question to an extent which brought the rate per 100 sq. ft. to Rs. 32·08 only, which meant that the increased rent charged for the Trust shops amounted to only 75 per cent. of those charged by private owners for their similar buildings in the locality. No further increase has been made in the rents of these shops by the Trust since this last increase in the middle of 1925.

9. The statement made by the applicants in para marked 2, in their application, that the enhancement of 1925 has taken their rental from 100 to 150 per cent. over the original rent, is incorrect. The rent of none of the shops of the applicants has been increased more than 75 per cent. over the original rent at the time of acquisition about 12 to 14 years back, and of some of them not even to that extent.

10. Another statement made by the applicants in the first part of para 3, that the Board had resolved to increase the rents of the shops by only 10 per cent. and not more is also incorrect.

11. As stated above in para 6 of this report, the increase of 10 per cent. was only provisional, and the Board had resolved for further increases, after getting full particulars in all the Schemes. A copy of Board's Resolution No. 593 of 25th November 1924 on the subject is herewith forwarded for information.\*

12. A second statement made in the same para by the tenants that their rents were increased from 35 to 60 per cent. is also incorrect as the rents were raised by only 40 per cent. including the provisional 10 per cent.

13. The statements of the applicants that while the Trust authorities were thinking of enhancing the rents, the private owners were thinking of reducing them, and that the landlords round about have done so, seems to be not quite correct.

14. Since the receipt of the application, inquiries have been made on the spot about the rents of the same shops in private buildings, which were embodied in statement A, submitted in 1925, and, it appears that no doubt the rents of some of the shops have been decreased, as alleged, but that there are other shops in the same statement, of which the rents have been increased.

15. From the accompanying statement marked X, which is a part of the original statement A, where rents of shops in private buildings as ascertained in February 1927 have been substituted for those in 1925, it will be seen that the average monthly rent per 100 sq. ft. comes to Rs. 40·23 on the present rents against Rs. 42·84 in the previous statement.

\* Not printed.

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16. It will thus be seen that the rate of Rs. 32'08 per 100 sq. ft. which is the rate given in the statement A, and worked out on the increased rents of the applicants' shops, is still lower than the rate of the present rents of shops in private buildings. This latter rate, viz. Rs. 40'23 is higher than the Trust shops' rate of Rs. 32'08 by 25 per cent.

17. Taking all these circumstances into consideration, it is submitted, that the applicants have made out no case for the reduction of the rents of their shops. It may also here be pointed out, that not one of the shops in the Trust buildings at Bhendy Bazar, where the applicants' shops are situated, is vacant."

**SCHEME No. 37.**

**X. Rents of shops in private buildings at Bhendy Bazar ascertained in February, 1927.**

Shops in private buildings on Parel Road, Bhendy Bazar.	No. of shops.	Area Sq. Ft.	Average area for each shop Sq. Ft.	Total monthly rent of all shops ascertained in February 1927.	Average monthly rent of shops per 100 sq. ft.
				Rs.	Rs.
(a) Between Banian Street and Ghoghari Cross Lane ...	25	7,917	317	2,758	34'83
(b) Between Banian Street and Musjid ...	7	1,668	238	950	56'95
(c) Included in the Sheme but proposed to be retained ...	16	3,941	246	1,734	44'00
Total ...	48	13,526	282	5,442	40'23

Proposed by the Chairman that the matter be referred to the Land Sub-Committee and Mr. Hoosenally M. Rahimtoola be appointed as an additional member of the Sub-Committee for this purpose.

Dr. Viegas objected to the matter being referred to the Sub-Committee as it had been fully explained in the report.

The Chairman referred the para 12 of the Land Manager's report on the petition by the tenants and stated that it would be better to refer the matter to the Sub-Committee for consideration.

Dr. Viegas then moved that the Chief Officer be requested to submit his report for consideration of the Committee.

Mr. Horniman observed that it was a matter where some enquiries would be necessary in fairness to the tenants and after some discussion the motion by Dr. Viegas was put to the vote and was *lost*.

The original proposition having then been put to the vote was *carried* and it was resolved—

**Resolution 121.**—Referred to the Land Sub-Committee for consideration and report.

2. Mr. Hoosenally M. Rahimtoola is appointed an additional member of this Sub-Committee for this purpose.

8. Re : Scheme 37 (Sydenham Road)—Cases Nos. 129 and 225—sale of materials—sanction for.

( File No. Mis. 181/27. )

Considered Engineer's No. 2023, dated 25th February 1927 :—

“ The buildings in the following cases were put up to public auction for purchasing the right of demolition and removal materials thereof and the highest bid received in each case is shown below. The offers are fair and sanction of the Improvements Committee may please be obtained for their acceptance.

Serial No.	Scheme No.	Case No.	Date of auction.	Reserve price.	Price realised at auction.	Remarks.
				Rs.	Rs.	
1	37	129	22-2-27	3,200	13,525	Debris to be removed.
2	37	225	22-2-27	6,000	7,000	Do.

**Resolution 122.**—The offers are accepted.

9. Re : Hire of pumps to the public.

Considered the Engineer's No. 1785, dated 18th February 1927 :—

“ I have to state that one Mr. H. M. Rao of Tayabi House, Princess Street, Bombay, has applied to me to let him have one 3" or 4" centrifugal pump on hire.



We have got in all three pumps at Scheme 6. out of which one can be spared on hire. Your sanction is accordingly requested to the hire of pumps to the public on the attached conditions.\*"

**Resolution 123.**—Sanction is accorded to the hire of pumps to the public on conditions prescribed by the Engineer under his No. 1785, dated 18th February 1927.

10. Re : Change of name of the " International Banking Corporation " on the approved list into " The National City Bank of New York."

Considered the following excerpt from the proceedings of the Finance and Establishment Sub-Committee, dated 25th February 1927 :—

" Considered letter, dated 20th December 1926, from the Manager, International Banking Corporation :—

' The National City Bank of New York, who have been the owners of the International Banking Corporation for several years past have now decided to operate the International Bank branches in India, Straits Settlements, Java, China and Japan under their own name as of 1st January 1927. The National City Bank of New York will assume all liabilities of the Branches transferred and the change of name will otherwise involve no change in the personnel or staff or in the operation or conduct of the business.

The National City Bank of New York will carry on business in Bombay in the premises at present occupied by the International Banking Corporation.

We propose to transfer at the close of business on 30th instant your current deposit account to the National City Bank of New York and shall be glad if you will confirm this at your earliest convenience by signing and returning to us the enclosed letter.\*

We shall also be obliged if you will return to us any unused cheques of the International Banking Corporation in your possession on that date when we shall be pleased to issue you a national City Bank of New York cheque book giving credit for the unused cheques."

**RESOLUTION 11.**—The letter should be submitted to the Improvements Committee for their approval."

**Resolution 124.**—Approved.

11. Re : Half-yearly Balance Sheet for the period ending September 1925.

( Cir. No. 26/27. )

**Resolution 125.**—The Balance Sheet should be recorded and a copy thereof should be forwarded to the Government and to the President of the Board.

12.

Re : Retrenchment of Officers and Servants.

Considered the following Report of the Finance and Establishment Sub-Committee No. 3, dated 25th February 1927 :—

“ We considered, in view of the Committee's Resolution No. 113, dated 22nd February 1927, the Chief Officer's proposals contained in the list attached to his note dated 5th February 1927, a copy of which is annexed hereto, for the retrenchment of the Officers and servants of the Board employed in the Engineer's Department except some on the clerical establishment and some in the Drawing Office.

We recommend that the following officers and servants be brought under retrenchment :—

1. Mr. B. P. Wadke, Sub-Engineer on Permanent Establishment.
2. „ S. R. Kulkarni, „ „ Temporary „
3. „ F. E. Dias, „ „ „ „
4. „ F. Gould, Workshop Foreman, „ „
5. „ C. R. Khanna, Overseer on Permanent „
6. „ D. Y. Rege, „ Temporary „
7. „ J. W. Richardson, „ „ „
8. „ D. V. Sant, „ „ „
9. „ A. Spetts, „ „ „
10. „ J. E. Tarapurwalla, „ „ „
11. „ D. B. Desai, „ „ „
12. „ N. C. Satheye, Supervisor, „ „
13. „ M. L. Khan, Labour Supervisor, „ „
14. „ M. R. Jariwalla, Draftsman „ „
15. Dr. S. R. Mudliar, Medical Officer, „ „
16. Mr. K. B. Shanbhaug, Sanitary Inspector, „ „
17. „ D. A. Silva, Clerk „ „
18. „ G. V. Sane, „ „ „
19. „ S. K. Godshay, „ „ „
20. „ F. S. Merchant, „ „ „
21. „ P. S. Gadkari, „ „ „
22. „ J. K. Randelia, Ag. Clerk, „ „
23. „ G. R. Patankar, „ „ „

We propose to offer to Mr. B. P. Wadke a suitable vacancy should one occur while on leave that will be granted to him and to submit the proposals in respect of the remaining men as soon as possible.”

*Chief Officer's note, dated 5th February 1927 referred to above—*

“ Hereto I attach a list of Officers and Servants, other than those on the Clerical Establishment, which it is proposed should be retrenched.

Where a selection has to be made from among a number of men full information is given as to the reasons leading up to the particular proposals.

Proposals as to the clerical establishment will be submitted shortly.

It is suggested that the same concessions as regards leave and provident fund as were made last year under Trustees' Resolution No. 68, dated 20th February 1925, should be granted.”

**Permanent Establishment.***Junior Assistant Engineer.*—(The holder of one post to be retrenched.)

Name.	Date of 1st appointment.	Date of appointment to post.	Pay. Rs.
Mr. M. Framji ... ..	1-8-20	1-8-20	600
Mr. J. J. Engineer ... ..	11-8-13	1-10-20	600
Mr. V. A. Dighe ... ..	1-10-20	1-10-20	600
Mr. E. A. Nadirshah ... ..	8-8-23	8-8-23	600
Mr. Sant Ram ... ..	25-11-19	2-1-24 (S. P. T.)	550

**Acting appointments (Temporary).**

Mr. G. G. Marathe ... ..	10-11-19	1-8-22	550
Mr. J. N. Vakil ... ..	1-11-20	1-12-23	500

One of the above has to be retrenched.

Mr. Framji is acting as Architect on Rs. 840.

Mr. Engineer is proposed to be appointed a Senior Assistant Engineer.

Mr. Dighe remains in his present post.

Of the remainder, Mr. Nadirshah is junior in the service of the Trust although he has been an Assistant Engineer for slightly a longer period than Messrs. Sant Ram and Vakil.

The proposal is to dispense with the services of Mr. Nadirshah (whose work at Worli is now completed) and to appoint Mr. Sant Ram permanently on the minimum pay (Rs. 450) of the appointment and to appoint Messrs. Marathe and Vakil to act also on minimum pay. It will be noted that the pay drawn by these three men will be less than they are now receiving.

**Sub-Engineers—**

Name.	Date of 1st appointment.	Date of appointment to post.	Pay. Rs.
1. Mr. S. Abdul Kadar ... ..	11-6-07	1-4-20	400
2. Mr. J. P. DeSouza ... ..	1-9-17	1-4-20	400
3. Mr. C. Attawar ... ..	1-12-17	1-4-20	400
4. Mr. S. M. Desai ... ..	19-11-18	1-4-20	400
5. Mr. B. P. Wadke ... ..	1-9-19	15-2-21	400
6. Mr. L. C. Murphy ... ..	1-10-12	1-2-23	400
7. Mr. G. G. Marathe ... ..	10-11-19	1-4-20	400
8. Mr. Sant Ram ... ..	25-11-19	1-4-20	350 (1-1-25)
9. Mr. J. N. Vakil ... ..	1-11-20	1-11-20	400
10. Mr. J. R. Kanga ... ..	31-5-23	3-1-24	325

One of the above is to be retrenched.

Numbers 7, 8 and 9 are now acting as Assistant Engineers on the Temporary Staff.

Number 6 has been specially trained in and is engaged on asphalt work.

The choice therefore lies between No. 5 (Mr. Wadke) and No. 10 (Mr. Kanga).

Mr. Wadke has been in the Engineer's Drawing Office and is an Architectural Draftsman and has no engineering qualifications.

Mr. Kanga has been in the Preparation Department and is a qualified engineer.

As we do not now require an Architectural Draftsman I have been obliged to propose Mr. Wadke for retrenchment. He is an excellent man at his work but the amount of work in hand does not justify his retention.

**Overseers**—There are 17 overseers on the Permanent Establishment and one has to be retrenched.

The two juniors are—

Name.	1st appointed.	Appointed to post.	Pay. Rs.
Mr. C. R. Khanna	... 7-11-21	18-3-24	200
Mr. D. I. Taylor	... 10-7-25	10-7-25	110

In addition one (Mr. Bhakta) on the Temporary Establishment is proposed to be retained. Mr. Bhakta, was appointed on 27th May 1921 and is therefore senior to both the others.

Mr. Taylor is a Building Inspector working under the Architect and has experience which the others do not possess. The choice, therefore, lies between Mr. Bhakta and Mr. Khanna. Both are good at their work but the former knows the area (Schemes 31 and 60), where the man retained will have to work while the latter does not. It is also highly desirable that the one retained should be one who has been accustomed to studying the convenience of the public and as in this respect Mr. Bhakta has superior qualifications it is proposed to dispense with Mr. Khanna's services.

#### Temporary Establishment.

**Workshop Foreman**—

Mr. Gould.

**Sub-Engineers**—

Mr. Dias.

Mr. Kulkarni.

**Overseers**—(Seven Posts filled—six to be abolished and holders thereof to be retrenched).

Name.	Date of appointment.	Present pay. Rs.
Mr. Richardson	... 3-1-21	200
Mr. Bhakta	... 27-5-21	190
Mr. Spetts	... 19-9-22	160
Mr. Desai	... 1-12-23	170
Mr. Taraporewalla	... 7-12-23	170
Mr. Sant	... 16-2-24	170
Mr. Rege	... 14-7-24	160

It is proposed to retain Mr. Bhakta instead of Mr. Richardson as the former is required to work in Schemes 31 and 60 where he has been since he was first appointed. He is better qualified for this class of work than Mr. Richardson who has always been employed on work (mainly filling in in Schemes 6 and 57) requiring less technical skill.

**Supervisors**—

Mr. Sathye.

Mr. Khan.

**Sanitary Inspectors**—(Two posts—one to be abolished).

Dr. Shanbhag appointed 4-5-21 Pay Rs. 145.

Mr. Latiff " 11-3-21 " " 130.

It is proposed to retain the services of Mr. Latiff as besides being the senior man (in point of service) he is better qualified to control the large camp in Scheme 6.

**Medical Officers**—(Two posts—one to be abolished),

Dr. Mudliar appointed 1-3-21 Pay Rs. 200

Dr. Naik " 3-3-21 " " 200

It is proposed to retain Dr. Naik. There is no difference in their qualifications and both have done good work, but Dr. Naik has a family to maintain whereas Dr. Mudliar has no children.

*Draftsmen and Tracers—*

Name.	Date of appointment.	Pay.
Mr. Kale ... ..	2-3-06	80
Mr. Boriwalikar ... ..	3-1-08	80
Mr. Jariwalla ... ..	1-11-22	80
Mr. Phillips ... ..	4-6-24	80

One has to be retrenched.

Mr. Jariwalla ranks as a draftsman and the others as tracers.

Mr. Phillips was in the employment of the Trust for several years before 1924, but he had a break of service. He is deaf and dumb and although good at his work would find it very difficult to obtain a post elsewhere. In consideration of these facts it is proposed to retain him and to retrench Mr. Jarivalla."

The Chairman proposed that the recommendation made by the Finance and Establishment Sub-Committee in their Report No. 3, dated 25th February 1927, be sanctioned and read the petition, dated 27th February 1927, received this day from Mr. B. P. Wadke, a Sub-Engineer on the Permanent Establishment.

Dr. Viegas pointed out that some time ago, Mr. Kynnersley spoke very highly about the work of Mr. Wadke. He therefore moved that in consideration of the views expressed by the Engineer, Mr. Wadke should be allowed to continue in service of the Trust and Mr. Kanga, a junior in service should be retrenched.

Mr. Dumasia observed that the matter was fully discussed in the Finance and Establishment Sub-Committee after hearing the Engineer, who expressed that Mr. Kanga was suitable for the work in hand and that there was no suitable work for Mr. Wadke. He therefore desired that the recommendation made by the Finance and Establishment Sub-Committee be allowed to stand.

Mr. Silam stated that when Mr. Wadke had no engineering qualifications how he was designated as Sub-Engineer and why Mr. Kanga who is junior in service by 3 years should not be retrenched. He, further, stated that Mr. Wadke is a qualified Architect and he should therefore be offered the post of an Architect on the same pay he is drawing now thus saving Rs. 450 per month.

Mr. Wadia stated that the Engineer had already expressed his opinion that Mr. Kanga was better suited for Engineering works and that it would be a mistake to retain Mr. Wadke an Architect instead of Mr. Kanga. He therefore desired that the Committee should depend on the advice of the officials rather than dictating them.

The Chief Officer stated that there was nothing against Mr. Wadke who was an excellent architectural Draftsman. They did not want a man of this stamp but one with Engineering qualifications. He referred to Section 112 of the Trust Transfer Act 1925 and stated that if Mr. Wadke resigned under that section he would obtain more leave than if he were retrenched.

Mr. Mirza Ali Mahommed Khan thereupon suggested that the consideration of the case of Mr. Wadke should be deferred and the Chief Officer be requested to report further in this case.

The suggestion was approved and it was resolved—

**Resolution 126.**—The recommendation made by the Finance and Establishment Sub-Committee in their Report No. 3, dated 25th February 1927, is approved except that relating to Mr. Wadke, consideration of which is deferred. The Chief Officer is requested to report further in that case.

13 Re : Establishment—Land Manager's Department—menial staff—peons.

Considered Land Manager's No. 1782, dated 25th February 1927 :—

“With reference to the retrenchment proposal dispensing with the services of four permanent peons, I have the honour to state as follows.

The services of Peon Ramrao Gunaji have already been dispensed with from the 1st January 1927 on account of his irregular habits.

It is proposed to abolish the post of a peon held by Sk. Abdulla Sk. Mahomed, who is now working in place of a Naik in the arrangement of Havildar Krishna Pandu retired.

Peon Amritta Daji has already been served with a month's notice, stating that his services will not be required from the 1st proximo, and the privilege leave due to him is 1 month and 13 days, which may please be granted to him from the 1st proximo prior to retirement.

Peon Tanu Ganu on Estate Agent's Schedule is already on furlough on medical certificate since 13th instant, and as no privilege leave is due to him his service will be terminated from the 8th proximo, the day on which his leave expires.

Sanction of the Improvements Committee may please be obtained for all the abovementioned cases with reference to your No. E. I. 23 of 1927, dated the 22nd instant, addressed to the Estate Agent.”

**Resolution 127.**—The proposals made by the Land Manager in his letter No. 1782, dated 26th February 1927 are sanctioned.

14. Re : Love Lane Chawls—representation for reduction of rents of single room tenements in.

( File No. Misc. 150/27. Ref. T. R. 411/25. )

Considered the following :—

(a) Letter from Mr. Sumbhajeo Suttooji Waggmare, President of the public meeting of the Depressed Classes resident in the Love Lane Bombay Improvement Trust Chawls held on 15th February 1927 :—

" A public meeting of the residents of Bombay Improvement Trust Chawls was held under my presidentship on Tuesday the 15th instant at 10 a.m., when the following resolution was passed :—

' That this public meeting of the depressed classes resident of Love Lane Bombay Improvement Trust Chawls, request the Chairman and the members of the Improvements Committee to reduce the rent of single room tenements to Rs. 7 (seven) per month at Love Lane.' "

(b) Chief Officer's note, dated 26th February 1927 :—

" These chawls were erected to accommodate persons dishoused when the old and insanitary buildings in Guzri Bazaar were demolished. The floor area of the rooms varies from 165 sq. ft. to 185 sq. ft.

The economic rent is about Rs. 16-8 per month.

Displaced tenants are charged rents of Rs. 9 to Rs. 13-8 per month according to the class of room occupied ; most of them occupy the lower rented rooms.

Persons who have not been dishoused by the Trust are charged from Rs. 10-8 to Rs. 14.

The total number of rooms is 779 and on the 31st January, only 96 were vacant.

These chawls are most popular of the post-war chawls and I do not consider that a case has been made out for reducing the rents."

**Resolution 128.**—Referred to the Land Sub-Committee for consideration and report.

15. The following documents were executed :—

(1) *Debentures*—

Name of holder.	Year of Loan.	Amount.	New.	Old.
		Rs.		
Mrs. Cooverbai Jeeebhoy Munchorjee and another ... ..	1901	1,000	1	1
The Central Bank of India, Limited ...	1902	1,000	1	1
	1903	1,000	1	1
The Imperial Bank of India, Limited ...	1904	30,000	9	1
Mr. Yeshwant Vinayak Randive ... ..	1906	4,000	4	4
Total Rs. ... ..	...	37,000	16	8

(2) *Acceptance of application* by Mr. Hathibhai Sakerchand for building lease of plot 301, Dadar-Matunga Estate.

(3) *Agreement* by Mr. V. T. Kelker in respect of temporary occupancy of plot No. 70, Scheme 60.

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**16.** The following papers were laid on the table :—

1. Charge receipt, dated 24th January 1927 re : handing over to the Municipality of the latrine and urinal on Haines Road opposite Fire Brigade, Scheme 69, Byculla Bridge.
  2. Purchase Orders sanctioned by the Chief Officer under Section 22(1) of the Act.
  3. Work Orders sanctioned by the Chief Officer under Section 22(1) of the Act.
  4. Sale of materials sanctioned by the Chief Officer under Section 22(1) of the Act.
  5. Temporary lettings sanctioned by the Chief Officer under Section 22 (1) of the Act.
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# Bombay Improvement Trust.

ESPLANADE ROAD,

Bombay, 8th March 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 4-10 P.M. (S.T.) there were—

## PRESENT :

1. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., *Chairman.*
2. DR. K. E. DADACHANJI, L.M. & S.
3. DR. ACCACIO G. VIEGAS, L.M. & S.
4. DR. S. S. BATLIWALA, L.M. & S., F.C.P.S.
5. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
6. MR. S. L. SILAM, B.A., LL.B.
7. MR. B. G. HORNIMAN.
8. MR. NAOROJI M. DUMASIA.
9. MR. HOSENALLY M. RAHIMTOOLA, B.A.
10. MR. HARRY T. GORRIE.
11. MR. S. B. BILLIMORIA, M.B.E.
12. MR. W. H. NEILSON, O.B.E.
13. MR. E. W. PERRY, I.C.S.
14. MR. GANPAT KRISHNAJI BORADE.

MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE ACTING SECRETARY WERE ALSO PRESENT.

Before the minutes of the last meeting were signed, Dr. Viegas drew attention to the Committee's Resolution No. 126 and to para 4 on page 131 of the preamble thereof and observed that he moved that Mr. Wadke should be allowed to continue in service in consideration of his seniority and not in consideration of the views expressed by the Engineer as stated therein.

The Chairman pointed out that the para read as a whole indicated correctly what Dr. Viegas now observed and held that the minutes of the last meeting held on 28th February 1927, were substantially correct and signed them.

On suggestion by the Chairman, it was decided that the consideration of the application from the President of the Gate of Mercy Synagogue for the lease of plot 29 in Scheme 29 should be taken last.

1. Re: Mathew Road Estate, Scheme 27—plots 10 & 11—Motor garages on.  
(File No. Mis. 203/27.)

Considered the following:—

(a) Trust Architect's No. 544, dated 28th February 1927:—

"I have the honour to forward herewith plans\* for the proposed motor garages for the above plots received from the lessee's architects, Messrs. Taraporewalla, Bharucha and Co.

Both the plots Nos. 10 & 11 are leased to the Bombay Cycle and Motor Agency, Ltd. On plot No. 10, the building consists of a ground and three upper floors. There is a motor workshop on the ground floor with flats on the upper floors. There is a ground floor structure only used also as a motor workshop on plot No. 11, which is a double plot formerly consisting of two separate plots. The motor garages are intended for the tenants living in the flats on plot No. 10.

The motor garage proposed on the North of plot No. 10 is intended for housing two cars lengthwise, one behind the other. It is set forward so as to escape the limit of an underground water tank in the side open spaces. Similarly the large garage as proposed between plots Nos. 10 and 11 is intended for four cars and the one proposed on the South of plot No. 11 for two cars. This garage to the South of plot No. 11 cannot be allowed, as the combined open spaces of this and the adjoining plot on the South are less than the minimum of 30 feet as per Trust's normal rules for motor garages as per Trustees' Resolution No. 296 of 27th September 1918.

Under the circumstances, the motor garages on the North of plot No. 10 and between plots Nos. 10 and 11 may be allowed subject to the usual normal conditions of Trustees' Resolution No. 296 of 27th September 1918 and to party wall being provided so as to divide the large garage into two."

(b) Estate Agent's No. 1870, dated 4th March 1927:—

"\* \* \* \* \*

2. The undersigned concurs with the Trust Architect's recommendations.

3. The leases for these 2 plots having been granted, premia will be payable for the proposed garages at the rate of Rs. 750 for every 100 sq. ft. of the reserved open spaces covered by the garages, and also the cost of the preparation etc., of the necessary license in the case of each plot."

(c) Chief Officer's note, dated 5th March 1927:—

"Inspected. I agree with the recommendations."

**Resolution 129.**—Sanction is accorded to the erection of the proposed motor garages on the north of plot 10 and between plots 10 and 11 subject to—

- (i) the Board's usual normal conditions contained in Trustees' Resolution No. 296, dated 27th September 1918;
  - (ii) a party wall being provided so as to divide the garage between plots 10 and 11 into two;
  - (iii) the payment of a premium at the rate of Rs. 750 per every 100 square feet of the reserved open spaces covered by the garages; and
  - (iv) the payment of the cost of the preparation, etc., of the necessary license in the case of each plot.
2. The garage to the south of plot No. 11 should not be allowed.

2. Re: Bhatwadi Estate—plot 8—motor garage on.

(File No. Mis. 7/27.)

Considered the following:—

(a) Letter, dated 27th December 1926, from Mr. Shapurji N. Buchia, lessee's architect:—

"My client Mr. Parmanand Zeenabhoj proposes to build a motor garage in the compound of his above property situate at Bhatwadi Road. Plan\* showing the site for the proposed motor garage is sent herewith for your information.

Necessary designs for the structure will be submitted to the Trust Architect on hearing from you.

I hope you will please sanction the proposal at an early date and oblige."

(b) Trust Architect's No. 263, dated 31st January 1927:—

"It appears that the Board considered a petition, dated 11th March 1912, from the temple authorities on the south of the present plot No. 8 Bhatwadi Estate as per Trustees' Resolution No. 58, dated 19th March 1912.

An open space of 3½ feet in the temple premises was allowed to be included in the 15 feet compulsory open space on that side, on the owner of the temple agreeing never to build on the strip in question.

Under the circumstances, the proposed motor garage may not be allowed in the said 15 feet compulsory open space."

(c) Estate Agent's No. 940, dated 2nd February 1927:—

\* \* \* \* \*

2. There are three temples abutting on the southern boundary of this plot out of which one was owned in 1912 by the then lessees of this plot Messrs. Ramchandra Bhasker and Balkrishna Purshottam Mantri who agreed to leave a space 3'-4" in width open and unbuilt upon out of the temple compound.

3. The petition referred to by the Trustees' Resolution is printed in the fourth para of the preamble, and was from the owners of the other 2 temples, which still exist in their original form.

4. Although the resolution does not specifically state so, it would appear from the Chairman's notes on memos at that time that it was the intention of the Board to grant the temple authorities' request that an open space of 15 ft. would be left out of plot No. 8 at the rear of the temples in question.

5. The proposed motor garage will abut on the rear wall of one of these temples. It is, therefore, suggested that the motor garage should not be allowed, as it is considered that the temple authorities might look on it as a breach of faith on the part of the Trust, although there is no actual reference to this particular open space either in the building agreement or the lease."

(d) Chief Officer's note dated 28th February 1927:—

"I have inspected this and am of opinion that the erection of the garage on the reserved open space should not be permitted."

**Resolution 130.**—The erection of the proposed motor garage on the reserved open space should not be permitted.

3. Re : Scheme 47, Parel Road Northern—Case No. 63—Guzri Bazar Market—auction sale of right of collecting rents for one year from 1st April 1927.

( File No. Misc. 197/27. )

Considered Land Manager's No. 1860, dated 3rd March 1927 :—

" I have the honour to state that an auction for the right of collecting rents for one year from 1st April 1927 from the market herein was held in the Head Office on the 25th ultimo at 4 p. m.

2. There were about 10 bidders present and the highest bid of Rs. 467 as rent per month was given by one Mr. Sayyad Mukarram Peerzada as against Rs. 345 for the year ending 31st March 1927.

3. The offer of Rs. 467 is fair and may, if approved by you, be submitted to the Improvements Committee for sanction."

The Chairman mentioned that a letter had been received from Mr. Karim Lalbhai offering Rs. 500 per month as against the highest bid of Rs. 467 per month obtained in the auction and observed that the offer, having been received after the auction should not be accepted. It was then resolved—

**Resolution 131.**—The bid of Rs. 467 per month offered by Mr. Syed Mukarram Peerzada for collecting rents for one year from 1st April 1927, is accepted.

4. Re : Scheme 32, (Agripada)—Case No. 118—Shop Nos. 3, 4 & 5—complaint in respect of the decree obtained by the Trust for recovery of arrears of  
rent due by the tenant of.

( File No. Misc. 116/27. )

Considered the following :—

(a) Mr. Haji Mulla Cassum's complaint, dated 3rd February 1927 :—

" I understand that the Improvement Trust has obtained a decree for Rs. 270 and costs in respect of a summons issued against me by your Trust a few days ago.

In this connection, I regret to have to complain about the procedure adopted by your subordinates in the manner in which the writ was served by them. When your men came with the summons (so I am informed), they went to a wrong address, where they were told that the defendant, that is myself, did not live there and was not there. In fact, they were rightly informed about my not being there; for at that time I was away at Poona on private business. Your men, then, instead of making further inquiries, affixed the summons to the door-post of a wrong person. I was quite unaware of this till this morning when I happened to return to Bombay. Moreover, previous to the issue of the summons, no notice from your Trust had ever reached me in the matter. It seems very odd that such a body as the Improvement Trust should proceed to sue a person, rightly or wrongly, for monies due *without first serving a notice on him to that effect*; for a notice ordinarily always precedes the issue of a summons. Had such a notice been taken out or had I been served the summons upon in the proper way, I certainly should have taken notice of either, and would either have communicated with you regarding the matter or been present in Court at the time the suit came up for hearing before the learned judge.

Further, regarding this matter, I will say that when the said shops were transferred to my name from the possession of one Ebrahim, I had to pay your Trust a sum of Rs. 300 on account of the arrears of rent due to your Trust by the said Ebrahim. Now, Sir, from this you will readily see that when I readily paid the dues of an absconding tenant of your Trust, I certainly would have considered any notice that could have come from your Trust, and even argued the suit decreed had I been properly served with a summons in the right way.

In addition to this sum of Rs. 300 I had also to pay your Trust the rent of one shop that remained unoccupied for full one year. Your men know all this.

Lastly, I may mention that when I last went to Poona during the season there, I left instructions with one of your men, by name, Kazi, to collect, during my absence, rent from a tailor, who occupied one of the abovementioned shops. I do not know whether Mr. Kazi collected the rent from the said tailor, month by month as asked to do so; but one thing is certain, that when I came down here after a few months' stay at Poona, I was informed that the tailor had absconded. Whether he paid his rent duly or not, I am at a loss to say anything definitely at present. All I know is that I am saddled with a decree for about Rs. 300 more by your Trust for the faults and misdeeds of others! Why, a milkman has also absconded without paying me his two months' rent!

It is because of these out-standings, which I have not been able to collect that the amount payable by me to your Trust in respect of the said shops has remained unpaid so long.

Under these circumstances, and in view of the fact that I was *not* served with any summons *in the proper way*, I would beg that you will be pleased to give me an opportunity to appear before you personally, or with my legal adviser, to explain the matter fully to you; and I feel sure that should such an opportunity be vouchsafed to me, I shall try to convince you to your satisfaction that I have all the time been unjustly treated, and that I shall be hard hit by this order should its execution be determined upon; and that if I cannot induce you to set aside the decree wholly or in part, I shall at least convince you that I am wrongly and unjustly dealt with."

(b) Land Manager's No. 1695, dated 24th February 1927:—

" \* \* \* \* \*

Mr. Haji Mulla Cassum occupied 3 shops in the above building at a monthly rent of Rs. 54. He had sublet all these shops to different sub-tenants, from whom he collected rents.

2. All these shops were vacated at the end of September 1926 and the tenant informed of this to this office. Five months' rent amounting to Rs. 270 was in arrears, and the tenant failed to pay the same, though repeatedly demanded by this office rent clerk.

3. A suit was, therefore, filed against him for the recovery of the amount, and the rent collector concerned was asked to serve the summons on the defendant. The rent collector along with the bailiff went to serve the summons at the place where he was known to be residing, and after having satisfied himself from enquiries, the bailiff of the Small Causes Court pasted the summons on the premises.

4. The fact that the defendant had engaged a pleader to defend the suit would show that he was aware of the service of the summons. The judge passed a decree against him for Rs. 295-14 with costs after hearing the defendant's pleader.

5. As regards the payment of Rs. 300 it appears that the tenancy of the premises was originally in the name of one Mr. Ebrahim, who did not pay the rent regularly, and a suit in ejectment had to be filed against him. Mr. Cassum, the present complainant, was at the time a sub-tenant carrying on his business on the premises. He apprehended that he would be compelled to vacate, and therefore paid the arrears due by and on behalf of Mr. Ebrahim, and, it appears, induced him to have the tenancy transferred to his own (Cassum's) name. It would, therefore, be clear that the payment of Rs. 300 was a sort of a consideration to Mr. Ebrahim for getting the tenancy transferred, and not a favour to the Trust as stated.

6. It is not understood why Mr. Kazi a rent collector of the section and an employee of the Trust should take instructions from Mr. Haji Mahomed Cassum to recover rents during his absence from his sub-tenants, and account to him for them afterwards. Mr. Kazi was perfectly justified in not doing the collection at Mr. Cassum's bidding. In fact, he was never asked to do it, and the allegation is apparently an attempt to throw an aspersion on Mr. Kazi that the loss of the rent from the absconding sub-tenant was due to Mr. Kazi's neglect.

7. The defendant only complains about the service of the summons, but does not deny the claim. The decree having been passed against him, the defendant is now bound to pay the amount.

8. The applicant is now attempting to have the amount of the decree reduced. It is, therefore, suggested that if the Chief Officer approves, Mr. Cassum may be informed that—

‘He had ample opportunity to prove that the summons was not properly served at the hearing of the case at the Court. He has failed to prove it to the satisfaction of the judge. It will, therefore, serve no useful purpose to give him an opportunity to explain the matter to the Chairman.’ ”

(c) Chief Officer's note, dated 2nd March 1927 :—

“From the Land Manager's report, it appears that the summons was properly served and that Mr. Cassum was represented in Court by his pleader who it must be presumed presented his client's case in a proper manner. The judge having granted a decree it now remains for Mr. Cassum to pay.”

**Resolution 132.**—The applicant Mr. Haji Mulla Cassum should be informed that his request cannot be complied with and that he should pay the Trust dues forthwith failing which the decree passed against him by the Court will be executed.

5. Re : Scheme 32, Agripada—Peons' Chawl—application for reduction of rent.

( File No. Misc. 561/26. )

Considered the following :—

(a) Petition, dated 2nd February 1927, by tenants of Peons' Chawl :—

“We, the underwriters, tenants from Bombay Improvement Trust Peon Chawl at Byculla, Bombay, have forwarded two applications about the reduction of the rent, but the decision is not sympathetic.

We are all millhands, and when the chawl was built, we were getting Rs. 50 per month, but as the occupation is slack we hardly get Rs. 30 per month. In this chawl there are 80 per cent. millhands. The rent of our rooms is very high. As the majority of us is drawing small salary, we find it very hard to make both the ends meet after paying off your such high rent.

Under the foregoing circumstances, we beg of your good-self to reduce the rent by a few rupees in the above chawl. In addition to this we are to draw your kind attention to the monthly rent of the other Improvement Chawls in the vicinity, i. e. Rs. 7-5 a month. We hope we will also be treated in the same way.

Commending this again to your prompt and careful attention.”

(b) Chief Officer's note, dated 2nd March 1927 :—

“A similar request was considered and refused in August last. Since then the number of vacant rooms has increased from 21 to 31. The Land Manager suggests that the rents be reduced from Rs. 13-13 to Rs. 11 per month and in view of the increase in the number of vacancies I support his recommendation.”

Proposed by the Chairman that the matter be referred to the Land Sub-Committee for consideration and report.

Dr. Viegas observed that the Chief Officer being Head of the Executive of the Board the Committee should have confidence in the recommendations made by him. He was, therefore, of opinion that the reduction having been recommended by the Chief Officer the matter should not be referred to the Sub-Committee as proposed by the Chairman.

The Chairman stated that it is necessary that the Committee should consider both the sides before deciding the matter and therefore he proposed that it should be referred to the Land Sub-Committee.

After some discussion, the Chief Officer stated that two similar cases had been referred to the Land Sub-Committee and he considered that this might also be referred to the said Sub-Committee. It was then resolved—

**Resolution 133.**—Referred to the Land Sub-Committee for consideration and report.

6. Re: Sale of quarry materials from Dongri Quarry, Scheme No. 29.

Considered Engineer's No. 2162, dated 1st March 1927 :—

"I have the honour to forward herewith a copy of letter \* dated 22nd February 1927, from Mr. Hassanally Keshawji offering to buy 300 brass of No. 2 metal from our Dongri Quarry at Rs. 14 per brass within the next three months.

Our normal rate to outsiders for No. 2 metal is Rs. 15 per brass.

The party undertakes to deposit Rs. 300 with us as a guarantee and in case he fails to remove 300 brass in three months' time, we can adjust the extra charges against this deposit.

I have to refer to Improvements Committee's Resolution No. 43 of 25th January 1927, wherein a similar concession was granted to Mr. Krishnaji Kondaji Thorat.

My object in recommending such concessions in the case of big orders is to popularize our Dongri Quarry materials which will enable us to keep our crushers going without any break.

I shall be glad to receive an early sanction in the matter."

**Resolution 134.**—The offer of Mr. Hassanally Keshawji, for the purchase of quarry materials, recommended by the Engineer under his No. 2162, dated 1st March 1927, is accepted.

7. Re: Removal of sand from the seashore at Juhu.

(File No. Mis. 885/26.)

Considered the following :—

(a) Engineer's No. 2217, dated 4th March 1927 :—

"With reference to your No. Misc. 885/26 of 16th February 1926, I have to inform you that according to the orders of the Collector of Salsette, all supply of Juhu sand was stopped as from January 1st, 1927. Messrs. N. Purshotam & Co. held a contract with the Trust to supply 1500 brass in all. Of this, they had supplied by the 1st of January 636 brass. There was no other source of supply available at a rate anywhere in the neighbourhood of Rs. 13-4 per brass which was their old rate. I therefore consulted Mr. Annett of the Municipality who informed me that he was calling for tenders on the open market. The lowest tender subsequently received by him was from the Hindustan Construction Company for sand supplied free at his works for Rs. 21-12 per brass. I understand this is for screened river sand.

I have now received an offer from Messrs. N. Purshotam & Co. to continue to supply the remainder of the amount, 1,500 brass - 636 brass = 864 brass, due on their contract, from Navapur (Boisar) at the rate of Rs. 19 - 12 per brass supplied free at the Trust Asphalt Plant at Dadar; it will cost the Trust Rs. 2 a brass for sand bags.

I beg to recommend this for sanction partly as I think it is extremely doubtful if we could get such good sand nearer Bombay and partly as we are under a partial obligation to Messrs. N. Purshotam & Co. who had their contract stopped through no fault of their own."

\* Not printed.

(b) Chief Officer's note, dated 5th March 1927 :—

"As the cost to us would be equal to the lowest rate tendered in the case of the Municipal contract, I recommend that the Engineer's proposal be agreed to.

The Engineer informs me that the sand is satisfactory in point of quality."

The Chief Officer mentioned that an offer had been received from Mr. Usman Hajee Mahomed and that it was less by Rs. 1-12 per brass than the rate offered by our present contractors. He observed that this offer was received after the original offer appeared on the agenda.

The Chairman said that we should follow the same principle in this case as was followed in the case of the offer received for the contract for Dongri Market.

Mr. Mirza Ali Mohammed Khan suggested that we should offer the contract to our present contractors at the rate of Rs. 18 as against Rs. 19-12 per brass quoted by them.

The Chief Officer stated that, in December last, the representatives of the Municipal Roads Engineer and of the Trust Engineer had searched for suitable sand and found that that now proposed to be supplied by our contractors was suitable to our requirements.

Mr. Gorrie pointed out that the excavation of the sand from Juhu foreshore was stopped by the Collector and that the proposed recommendation was to allow the contractors to complete their contract already made.

After some discussion, it was resolved—

**Resolution 135.**—The offer of <sup>Messrs</sup> N. Purshotam & Co., for the supply of the remaining quantity of sand, due under their contract, at the rate of Rs. 19-12 per brass with free delivery at asphalt plant at Dadar is accepted. The Trust will supply the necessary bags free of cost.

8. Re : Tenders for the supply of stationery and drawing materials during 1927-28.

( File No. Mis. 194/27. )

Considered the following :—

(a) Engineer's No. 2111, dated 28th February 1927 :—

"With reference to this office No. 1212 of 4th February 1927, I have the honour to forward the following tenders received on the 17th idem in response to the advertisement given in the local papers and to make the following remarks :—

**Stationery.**

- Only two tenders
- (1) from Messrs. Gulamhusein Ahmedally & Co. Ltd., amounting to Rs. 16,639-14-6 and the other
  - (2) from Messrs. The Reliance Stationery Stores; these men have not quoted for a number of items and it is therefore impossible to take their tender into consideration.

The tender of Messrs. Gulamhusein Ahmedally & Co., is therefore recommended for approval and acceptance by the Improvements Committee.



**Drawing Materials.**

Only one tender from Messrs. Gulambusein Ahmedally & Co., Ltd., amounting to Rs. 12,842-4-6 having been received, the same is recommended for approval and acceptance of the Improvements Committee.

The three tenders in original together with two comparative statements\* showing the accepted rates for 1926-27 as also those now quoted by Messrs. Gulambusein & Co. Ltd., accompany."

(b) Chief Officer's note, dated 4th March 1927:—

"Messrs. Navlakhi & Co. also sent in a tender which reached the Engineer's Office at 5 p.m. on the 17th February. As tenders have to be in before 1 o'clock on that day, it was not received.

Messrs. Navlakhi brought the tender to me on the 18th idem and explained that their man while travelling to Matunga by rail went to sleep and was carried on to a station further down the line. Otherwise it would have been delivered in time. The unopened tender is with me."

Mr. Silam suggested that the tender of Messrs. Navlakhi & Co. should be opened to see if their rates were favourable.

The Chairman stated that on principle the tender should not be opened since it was received after the time fixed for receiving tenders.

Mr. Neilson was of opinion that, as the tender had been received after the fixed time, it would not be considered and Mr. Silam not objecting, it was resolved—

**Resolution 136.**—The tenders of Messrs. Gulambusein Ahmedally & Co., Ltd., for the supply of stationery and drawing materials during the year 1927-28, are accepted.

9. **Re: Supply of country blasting powder during 1927-28.**

Considered Engineer's No. 1813, dated 19th February 1927:—

"In continuation of this office No. 1153 of the 2nd instant, I have the honour to inform you that out of the 12 leading firms dealing in country blasting powder of

No.	Name.	Rate per maund of 28 lbs. 1st quality; 2nd quality.
1.	Mr. Jehangir Shapurji ... ..	Rs. 7-4-0 Rs. 6-12-0
2.	Mr. Karimbhai Mulla Taibally Daruwalla ... ..	Rs. 8-0-0 Rs. 7-8-0
3.	Mr. Taherally Esuffalli Daruwalla ... ..	Rs. 8-0-0 Rs. 7-8-0

whom quotations were invited only three responded giving quotations as shown in the margin.

The rates quoted by No. 1 Mr. Jehangir Shapurji being the lowest are recommended for acceptance and sanction of the Improvements Committee may be obtained thereto.

Approved contractors and rates for the current year are:—

For 1st quality, Mr. Taherally Esuffally Daruwalla at Rs. 8-0-0 per maund  
For 2nd quality, Mr. Karimbhoy Mulla Taibally at Rs. 7-8-0 per maund

The three tenders \* in original together with the translations from vernacular into English of Nos. 2 and 3 accompany."

\* Not printed.

Comparative statement of tenders received on 15th February 1927 for the supply of country blasting powder. 1st quality 65 maunds, 2nd quality 780 maunds. Reference E. R. O. 1152, of 2nd February 1927, copy to Secretary. E. R. O. 1153 of 2nd February 1927.

No.	Name of Tenderer.	1st quality rate	2nd quality rate	Remarks.
		per maund of 28 lbs.	per maund of 28 lbs	
		Rs. a. p.	Rs. a. p.	
1	Mr. Jehangir Shapurji ... ..	(1) 7 4 0	(2) 6 12 0	Freedelivery upto maga- zine.
2	„ Karimbhai Mulla Taibally Daru- walla.	8 0 0	7 8 0	
3	„ Taberally Esuffally Daruwalla ...	8 0 0	7 8 0	

(1) In the proportion of 70 to 75% saltpetre as per requirements of the Engineer in charge or as per his specification whichever is convenient for and on behalf of the Trust.

(2) Containing 60 to 64% of saltpetre or as may be required by the Quarry Superintendent. Both the qualities will be as per British specification or as per requirements of the Board."

**Resolution 137.**—The tender of Mr. Jehangir Shapurji, for the supply of country blasting powder of the first and second quality during the year 1927-28 at the rate of Rs. 7-4 and Rs. 6-12 per maund respectively, is accepted.

10. Re : Supply of 1450 tons of Bengal Steam Coal (good second class) during 1927-28.

Considered Engineer's No. 1812, dated 19th February 1927 :—

"With reference to this office No. 966, of the 29th ultimo, I have the honour to inform you that out of the 17 copies of specification and conditions of tender sold in connection with the above only 8 tenders were received. These along with a comparative statement are herewith forwarded with a recommendation that Improvements Committee's sanction may please be obtained to the acceptance of the rate of Rs. 17-7-0 per ton which is the lowest quoted by Messrs. Nuserwanji Ruttonji Nazir and Sons for Bengal Steam Coal.

Though No. 6 from the comparative statement, Messrs. Shiavax C. Cambata & Co., Ltd., have quoted for a variety "Cambata's PENCH Steam Coal" at a very low rate of Rs. 15 per ton the same cannot be recommended as it is not Bengal Coal.

The approved contractor for the current year are Messrs. Hiralal Himatlal and Sons (approved contractors for the period between 15th July 1924 to 31st March 1925 which period has since been extended to 31st March 1927 due to the full minimum contracted quantity not having been drawn) who supply the coal at Rs. 21-6-0 per ton of 2240 lbs."

Comparative Statement of Tenders received on 14th February 1927 for the supply of 1450 Tons of Bengal Steam Coal Good 2nd Class for the period from 1st April 1927 to 31st March 1928.

Reference E. R. O. 961 of 28th January 1927. Copy to Secretary 966 of 29th January 1927.

No.	Name of Tenderer.	Bengal Steam Coal	Coal other than	Remarks.
		Good 2nd class rate per ton.	Bengal Coal rate per ton.	
		Rs. a. p.	Rs. a. p.	
1	Messrs. Hiralal Himatlal & Sons.	19 8 0	...	*(a)
2	„ Kalyanji Mawji & Co. ...	18 10 0	...	*(b)
3	„ Nusserwanji Ruttonji Nazir and Sons.	17 7 0	...	*(c)
4	„ Chunilal Girdharlal & Co.	18 7 0	...	
5	„ Gandhi & Co. ... ..	20 0 0	...	*(d)
6	„ Shiavux C. Cambata & Co. Ltd.	18 14 0	15 0 0 (1)	(1) (e)
7	„ S. D. Shethia & Co. ...	18 14 0 (2)	...	(2)
8	„ Madhavlal & Co. Ltd. ...	18 11 0	...	(f)

\*(a) If asked to screen the coal before weighment by any of the works, extra actual charges for screening will have to be borne by the Trust in case the size of coal supplied is as per Trust specification. The screen will have to be supplied by the Trust.

\*(b) Will send the sample for testing if called for.

\*(c) *Lowest.* Are contractors to the Royal Indian Marine both for all Government ships bunkered and as to the ports under Royal Indian Marine Control; supply also to various big mills.

\*(d) Free delivery at site.

(1) \*(e) Cambata's Pench Steam Coal. Extensively used by Municipalities, Public Works Departments and other concerns of public utility and the Railways.

This coal was recently consumed by the Bombay Municipality and attach copy of Road Engineer's letter. Attach analysis of this coal.

(2) \*(f) Jeenagarh Steam Coal.

Attach copy of analysis."

**Resolution 138.**—The tender of Messrs. Nusserwanji Ruttonji Nazir & Sons for the supply of good second class Bengal Steam Coal during the year 1927-28 at the rate Rs. 17-7 per ton, is accepted.

11. Re : Supply of cotton waste during 1927-28.

Considered Engineer's No. 1699, dated 17th February 1927 :—

" In connection with the supply of cotton waste during the next official year, I have to inform you that quotations were asked for from nine firms of whom only two responded giving quotations as shown in the margin and forwarding their samples.

No.	Name of tenderer.	Rate per cwt. for No. 2 waste white.		Rate per cwt. for No. 3 waste coloured.	
		Rs.	a. p.	Rs.	a. p.
1.	Mr. A. T. Poonawalla ...	21	8	14	8 0
2.	Messrs. Madhavlal & Co. Ltd. ...	21	15 0	15	11 0

The rates quoted by Mr. A. T. Poonawalla being lower than those offered by the other firms, are recommended for acceptance and sanction of the Improvements Committee may be obtained thereto.

The two tenders\* in original accompany. Though Mr. A. T. Poonawalla has sent in 6 samples and quoted for 6 varieties, rates and samples of the only two qualities for which quotations were invited, have been considered and they are quite good.

Mr. A. T. Poonawalla is the approved supplier for the current year and the rates sanctioned are Rs. 24-8-0 and Rs. 15-8-0 respectively.

Sealed covers containing samples received from both the tenderers accompany."

**Resolution 139.**—The tender of Mr. A. T. Poonawalla for the supply of cotton waste during 1927-28 at the rate of Rs. 21-8 for No. 2 white and of Rs. 14-8 for No. 3 coloured, per cwt., is accepted.

12. Re : Supply of petrol during 1927-28.

Considered Engineer's No. 1700, dated 17th February 1927 :—

" In connection with the supply of petrol required for the next year, I have to report that quotations were asked for from three leading companies for a supply of 22,000 gallons.

It will be seen from the accompanying comparative statement that Messrs. The Asiatic Petroleum Co. (India) Ltd., quote more favourable terms than those quoted by Messrs. Shaw Wallace & Co. for the Burma Oil Company.

The Asiatic Petroleum Co. offer to give on their wholesale rate on the date of each delivery a rebate of anna one per gallon on packed supplies and a rebate of annas two on the wholesale rate on the date of each delivery for supplies in bulk. For the latter rebate though they have in their quotation made a stipulation that a contract should be entered into by the Trust to take the whole or a definite portion of our requirements of petrol, they were written to in the matter and they have now agreed to supply at rates quoted by them unconditionally, giving us annas two rebate on supplies in bulk, as will be seen from their letter\* No. P. 2319, of 11th February 1927 in original.

Messrs. Shaw Wallace & Co. do not offer any rebate at all on their supplies.

Messrs. The Indo-Burmah Petroleum Co. did not quote.

The quotations of Messrs. The Asiatic Petroleum Co. being favourable are recommended for acceptance for the full supply and the Improvements Committee's sanction may be obtained thereto.

The approved suppliers of the current year in equal quantities of 20,000 gallons each are Messrs. The Asiatic Petroleum Co., and the Burmah Oil Co., each of them giving a rebate of annas two on packed supplies and annas three on bulk supplies.

The two tenders\* and letter\* No. P. 2319, dated 11th February 1927, from the Asiatic Petroleum Co. all in original (to be returned please) accompany."

\* Not printed.

Comparative statement of Tenders received for the supply of petrol during 1927-28. E. R. O. 896 of 27th January 1927 for the supply of 22,000 gallons of Petrol either whole or  $\frac{1}{3}$ rd to  $\frac{1}{2}$  of the whole quantity during 1927-28.

Name of Firm.	Quantity whole or $\frac{1}{3}$ to $\frac{1}{2}$ .	Rate.	Mode and means of delivery.	Remarks.
1. Messrs. The Asiatic Petroleum Co. (India), Ltd.	Willing to supply whole or $\frac{1}{3}$ to $\frac{1}{2}$ of the whole quantity.	The wholesale rate (i. e. Bombay retail rate less one* anna per gallon rebate) prevailing on the date of each delivery against the contract.	Packed supplies.	Free delivery within the Island of Bombay.
		The wholesale rate (i. e. Bombay retail rate less one anna per gallon rebate prevailing on the date of each delivery.)  Further rebate of one anna per gallon provided a contract is entered into to take the whole or a definite portion of the total requirements of Petrol from them.	Bulk supplies.	Free delivery within the Island of Bombay.
2. Messrs. The Burmah Oil Co., Ltd., Agents Shaw Wallace & Co.	Willing to supply whole or part of the requirements.	At their current wholesale rates ruling on the dates of deliveries for supplies taken in ..... and for supplies in.....	Two-gallon cans.  Bulk or in the Co.'s or Trust tank lorries.	Free delivery at Motor Lorry Garage Agripada or within the limits of the Island of Bombay.

\* For the current year the rebate allowed is annas two.

Messrs. The Indo-Burmah Petroleum Co. did not quote.

Quotation No. 1 is decidedly favourable.

For the current year's supply also the Asiatic Petroleum Co. had put in a similar condition *re*: further rebate of one anna *re*: bulk supplies, but they were written to under this office No. 828 of 26th January 1926 enquiring if they were willing to supply half the quantity at the rates quoted subject to the condition as originally offered by this office, *i. e.* the Trust do not bind themselves to buy the quantity to the full extent, whereupon they withdrew the condition laid down under their letter P. 1360 of 27th January 1926.

The Asiatic Petroleum Co. were like last year written to under E. R. O. 1454 of 10th February 1927 and they have now withdrawn the condition *vide* their letter\* dated 11th February 1927."

**Resolution 140.**—The tender of the Asiatic Petroleum Co., Ltd., for the supply for petrol during 1927–28 at their wholesale rate on the date of delivery with a rebate of anna one on packed supplies and of annas two on supplies in bulk is accepted.

13. Re: Marine Lines Estate—plot 4—additions and alterations to the building on.

Considered the following :—

(a) Trust Architect's No. 44, dated 6th January 1927 :—

"I have the honour to forward herewith plans showing the proposed second storey over one of the two motor garages in the rear and a water-closet proposed over the existing water-closet for servants on the ground floor. The proposal is unobjectionable and may be allowed.

It is also proposed to have an additional space enclosed outside the rear verandahs of the main building for the ground and first floors only, which may be used as a pantry or for stores. It may be allowed as there is no objection to the proposal.

Sanctioned set of plans\* accompanies for reference and favour of return when done with."

(b) Estate Agent's No. 272, dated 12th January 1927 :—

" \* \* \* \* \*

2. This plot is leased for a term of 99 years from the 5th December 1901 to Mr. Rustom D. N. Wadia and others at an yearly rent of Rs. 1,226-10 $\frac{1}{2}$ .

3. This lease, unlike others, contains a special proviso that no stabling or servants' quarters in addition to those as shown on the plan already approved will be permitted.

4. From a careful inspection of the premises, it is not understood why this special proviso was included in the lease, and the examination of the old files shows that these restrictions were included by the Trust's Solicitors at the Trust's Engineer's request; but he gives no reason for these restrictions. It is possible that owing to the prevalence of plague at that time, it was desired to restrict the number of horses to be kept in the compound, and to limit the accommodation for servants in the quarters adjoining the stables.

5. At the present time conditions are different. The stables have been turned into motor garages and the undersigned can see no objection to allowing a second storey containing two rooms to be erected over the garages, as the size of the original block of servants' quarters, which is separate from the garages, will not be increased.

6. The undersigned sees no objection to allowing the proposed alterations and additions as shown on the plans \* forwarded herewith.

7. The undersigned is further of opinion that had present conditions existed at the time of passing the original building plans, the proposals now put forward would have been allowed, and it is therefore suggested that no premium should be charged in this case for granting the necessary permission."

(c) Chief Officer's note, dated 7th March 1927 :—

"The special proviso referred to by the Estate Agent was inserted under instructions from the Engineer but I can find no authority for it although I have searched all the files.

In 1910, the Board decided that a 3rd storey might be allowed on servants' quarters in Marine Lines on payment of a premium and it was then pointed out that in practically every case there was a second floor.

I can see no objection to the proposal now submitted."

The Chairman proposed that permission be granted to erect over one of the two motor garages a second storey containing two rooms and water closet over the existing water closet for servants on the ground floor. Detail plans should be considered by the Plans Sub-Committee.

Dr. Viegas observed that the old Board was particularly strict in the matter of building on this Estate and the Committee should therefore be very careful in considering the present case in view of the principles observed by the old Board; otherwise concessions in one case would lead to many more applications in future for similar concessions.

The Chief Officer while explaining the case pointed out that the concessions applied for were not more than those granted to others on this Estate and it was then resolved—

**Resolution 141.**—Permission is granted to erect over one of the two garages a second storey containing two rooms and a water closet over the existing water closet for servants on the ground floor.

2. Detail plans should be considered by the Plans Sub-Committee.

14. Re: Write-off of irrecoverable rent of Rs. 4-2-6, due from the tenants of rooms Nos. 305, 231 & 631 in the "C" ward of the labour camp in

Scheme 6, Sion-Matunga.

Considered Engineer's No. 988, dated 29th January 1927 :—

"I have to request the favour of your obtaining Improvements Committee's sanction to write off Rs. 4-2-6, being the rent which could not be recovered from tenants of rooms Nos. 305, 231 and 631 in the Labour Camp in Scheme 6 as shown in the attached statement.\*

In all the three cases, the tenants absconded after locking their respective rooms and without paying the rents due by them. The rooms had to be broken open in the presence of panch and the articles found inside were afterwards auctioned, the proceeds being Rs. 1-14-0 each in case of the first two and Rs. 0-1-6 in case of the last one, in all Rs. 2-15-6 against the aggregate amount of Rs. 8 due from them.

A copy of the Camp rules on the subject was forwarded to you with my letter No. 6937 of 13th July 1926, which were approved by the Chief Officer on 16th July 1926, vide your No. W. A. 4074 of 23rd July 1926."

\* Not printed.

Serial No. 1	No. of room in "C" Ward	Name of occupants.	Date of unlocking the rooms.	Number of weeks for which the L. charges due.	Arrears due.	Arrears recovered.	Balance unrecovered.	Remarks.
					Rs. a. p.	Rs. a. p.	Rs. a. p.	
1	305	Bhaga ... ..	20-3-26	28-2-26, 7-3-26 and 14-3-26 ...	3 0 0	1 14 0	1 2 0	
2	231	Sajan ... ..	15-4-26	14-3-26, 21-3-26 and 28-3-26 ...	3 0 0	1 14 0	1 2 0	
3	631	Chuni Lall ...	15-4-26	4-4-26 and 11-4-26 ... ..	2 0 0	0 1 6	1 14 6	
Total Rs. ...:					8 0 0	3 13 6	4 2 6	

**Resolution 142.**—The irrecoverable rent of Rs. 4-2-6 should be written off.



15. Re: Nowroji Hill Estate, Scheme 29—plot 88—application for lease of.

(File No. Mis. 175/27.)

Considered the following :—

(a) Letter, dated 24th February 1927, from the President, Gate of Mercy Synagogue :—

"We have the honour to approach you with the following representation and a request to you that the same may be placed before the Improvements Committee for favourable consideration.

The Gate of Mercy Synagogue was the first synagogue to be built by the Bene-Israel Community of Bombay. It was founded in the year 1796. The congregation attending the synagogue are mostly members of the Bene-Israel community residing in localities round about the 'synagogue. A large number of this Bene-Israel community live at Dongri, Umakhadi and other places in the vicinity of J. J. Hospital. The acquisitions made by the Improvement Trust dishoused many of the members of the Bene-Israel community and they were compelled to put up in various parts of the City and pay high rents for indifferent accommodation. The synagogue aforesaid is situated at Samuel Street. Another synagogue which is known as the New Synagogue and the 'Etz Haeem' Prayer Hall are situated at Khadak and Umakhadi respectively. Many of the members of the Bene-Israel community are artizans and clerks and occupy rooms in houses and chawls. They have a natural desire to be near their places of worship and it is now proposed by us that they should be housed in the Nowroji Hill Scheme.

The families so dishoused and scattered as aforesaid number roughly about 300. Buildings built on the Improvement plots in this area are being occupied by tenants belonging to our community.

The community has lately largely increased in number with the result that the Gate of Mercy Synagogue has not sufficient accommodation for the congregation. On holidays and special occasions the Managing Committee have been compelled to rent temporary halls, etc., for prayers and other religious ceremonies.

The funds of the synagogue in question are applied not only for the purposes of prayers etc. but also for defraying the expenses of a charitable dispensary, a library and reading-room, and a Hebrew school. These activities are being conducted in rented buildings situated in different centres in Umakhadi.

We have the honour now to approach you on behalf of the Central Hall Committee of the said Gate of Mercy Synagogue with a request that a plot on the Nowroji Hill Estate of the Improvement Trust be given to us at Rs. 50 per sq. yard to erect a building thereon for the following purposes :—

1. A Prayer Hall. This is a great necessity and is required to supplement the existing accommodation in the Gate of Mercy Synagogue. The Prayer Hall when not required for the purposes of prayer will be utilized for public lectures and performance of marriage ceremonies etc.

2. A portion of the building will be occupied by the charitable dispensary. Another portion will be used as a Hebrew school for imparting religious and secular education according to Jewish traditions.

3. The building will also be used for providing lodgings to members of our community at moderate rentals.

The ground floor of the building is proposed to consist of shops, the rent of which will go to meet the expenses and the outgoings such as the City Improvement Trust rent, Municipal Bills, etc. as well as for the upkeep of the building.

Under the circumstances, we apply that plot No. 88 of Nowroji Hill be granted to us for Rs. 50 per sq. yard on behalf of the Central Hall Committee of the Gate of Mercy Synagogue. This being a charitable institution and though the moneys are collected the necessary amount is not yet reached owing to financial stringency due to trade depression.

I beg to apply, therefore, that some concession should be granted in giving us a free building period for at least two years, as the work of constructing the building is to be done departmentally and some of the members of our community who carry on the profession of carpenters etc., are going to devote their time by rendering us free services.

In conclusion, I beg to point out that the Improvements Committee is always considerate in respecting the religious feelings of the citizens of Bombay and have also given necessary facilities and monetary help for temples, mosques, churches, etc.

I hope, therefore, that my petition will be considered most sympathetically because it is a poor community and consists of working classes. For this act of kindness, my community will ever feel grateful."

(b) Estate Agent's No. 1869, dated 4th March 1927 :—

" \* \* \* \* \*

2. This is an application on behalf of the Central Hall Committee of the Gate of Mercy Synagogue for a lease of plot No. 88 of the Nowroji Hill Estate at a ground rent calculated at 6% on Rs. 50 per sq. yard per annum. The plot is required for the purpose of the Bene-Israel Community residing in the surrounding localities.

3. The applicants propose to erect a building on this plot, the ground floor of which will be used for shops and godowns, and the upper floors for Prayer Hall, Charitable Dispensary, Hebrew School and for housing members of the Bene-Israel Community at moderate rentals. The proposal may, therefore, be considered as a semi-charitable one.

The area of plot No. 88 is about 841 sq. yards, and similar plots Nos. 134 and 138 on the same road have been let within the last two years at rates of Rs. 130 and Rs. 125 per sq. yard respectively. The market value of plot No. 88 is, therefore, considered to be at least Rs. 125 per sq. yard, as shop frontages on this road are valuable.

4. The former Trustees by their Resolution No. 663, dated the 6th December 1921, considered a similar proposal by the Ismaili Central Board of Education for the lease of plot No. 42 Sandhurst Road East Estate for the purposes of the Ismaili Cadi Moholla Girls' Schools on the upper floors, and for shops and godowns on the ground floor.

5. The applicants in that case offered the same rate of Rs. 50 per sq. yard, although the value of that plot was Rs. 150 per sq. yard. The Trustees discussed the matter at length and decided that the plot should be offered to the applicants at a rate of Rs. 120 per sq. yard. The applicants in reply requested that the Board should reduce the rate to Rs. 100 per sq. yard, but the Board by their further Resolution No. 283, dated the 9th May 1922, regretted that they were unable to reduce the rate of Rs. 120 per sq. yard. The plot was thereupon taken up for the Girls' School at that rate, the building completed and the lease granted.

6. The rate of Rs. 120 per sq. yard for the Sandhurst Road East plot was arrived at by allowing a reduction of 20% on the market value in consideration of the purpose being a semi-charitable one, and it is suggested that as the present case is similar the same reduction of 20% might be allowed, which will reduce the rate to Rs. 100 per sq. yard.

7. Negotiations have, therefore, been taking place with the applicants' architects since November last on this basis, and it was understood that the Bene-Israel Society were willing to pay on the basis of Rs. 80 per sq. yard, whereas they now only offer Rs. 50 per sq. yard.

8. The instructions of the Improvements Committee are requested."

(c) Chief Officer's Note, dated 5th March 1927 :—

"This case appears to be very similar to that referred to by the Estate Agent and I recommend that the applicants be informed that the Committee will be prepared to let the plot at a rent based on Rs. 100 per sq. yard.

The applicants ask for a free period of 2 years. In the case before referred to, the usual period of one year was granted. Bearing in mind the difficult times now prevailing, I am inclined to recommend that two years be granted."

The Chairman said that he agreed with the recommendation of the Chief Officer for granting free building period of two years and observed that the Board had in past assisted charitable concerns. He further observed that the site of the plot referred to in the Chief Officer's note in respect of which a concession was given by the old Board was in close proximity to the Sandhurst Road and consequently it was more valuable than that now applied for. He, therefore, did not agree with the recommendation of the Chief Officer in fixing the rate at Rs. 100 and proposed that the plot be let at a rent based on Rs. 60 per sq. yard.

Mr. Gorrie observed that the rate offered by the applicant's architect was Rs. 80 per sq. yard.

The Chairman stated that the President—the applicant—saw him and mentioned that the Society had very limited funds.

Dr. Dadachanji enquired what the land had cost the Trust to acquire and the Chief Officer stated that he had not the figures before him but it was probably about Rs. 100.

Mr. Perry pointed out that the proposed reduction in rent would amount to giving large concession to a single community and after some discussion the proposal of fixing the rate of Rs. 60 per sq. yard with free building period of 2 years was put to the vote and was *carried*, 7 voting for and 3 *against* it.

It was then resolved—

**Resolution 143.**—Dr. B. Reuben, President of the Gate of Mercy Synagogue, be informed that the Committee will be prepared to let the plot at a rent based on Rs. 60 per square yard with a free building period of two years.

(Mr. Mirza Ali Mohammed Khan did not vote.)

16. Re: Notice of motion by Dr. Viegas re: re-employment of retrenched staff.

Dr. Viegas moved and Mr. Silam seconded—

“ That the Chief Officer be requested to employ retrenched clerks according to seniority and merit in the places of clerks engaged on daily wages.”

The Chairman stated that the Chief Officer had already explained that the clerks on daily wages were required to do the work of chappawallas, time-keepers, etc., and that the work of this nature would not be suitable to the clerks now retrenched. He therefore suggested that the words ‘as far as possible’ be added after the words ‘retrenched clerks.’ The Chief Officer having explained that he had already given instructions that retrenched clerks were to be employed wherever possible, the mover of the motion agreed with the suggestion and the motion as amended was *carried*.

17. Re : Notice of motion by Dr. Viegas re : agreement with the officers and servants of the Board.

Dr. Viegas moved—

“That the Chief Officer be requested to place on the Table agreements entered into by the Board with officers and servants at present in the service of the Board.

2. That Chief Officer be requested to inform the Committee what steps have been taken or are proposed to be taken to terminate these agreements by giving due notice as provided for in the said agreements.”

The Chief Officer stated that almost all the agreements were out of date and they were placed on the Table. He further stated that he had no power to issue notices unless the Committee decided to effect further retrenchment and to issue instructions to him to give notices to the staff that would be affected by such retrenchment.

After some discussion, Dr. Dadachanji proposed that the motion be put to vote in 2 parts and this proposal on being put the vote was *carried*.

The first portion of the motion was put to the vote and was *carried*.

The second portion having then been put to the vote was *lost*.

Dr. Viegas having demanded a poll, the result was as under :-

<i>For.</i>	<i>Against.</i>
1. Dr. A. G. Viegas.	1. Dr. K. E. Dadachanji.
2. Mr. S. L. Silam.	2. Mr. Mirza Ali Mahomed Khan.
3. Mr. B. G. Horniman.	3. Mr. Husseinally M. Rahimtoola.
	4. Mr. Harry T. Gorrie.
	5. Mr. S. B. Billimoria.
	6. Mr. W. H. Neilson.
	7. Mr. E. W. Perry.
1. Mr. Naoroji M. Dumasia,	2. Dr. S. S. Batliwalla,
3. Mr. G. K. Borade and 4. the Chairman	did not vote.

## 18. The following documents were executed :—

(1) *Debentures*—

Name of holder.	Year of Loan.	Amount.	New Issued.	Old Cancelled.
		Rs.		
Mr. S. Torcatto and another ... ..	1902	4,000	4	4
	1903	1,000	1	1
	1904	500	1	1
Mr. Atmaram R. Jadhav ... ..	1902	3,000	3	3
The Union Bank of India, Ltd. ... ..	1903	2,000	2	2
Mrs. Motibai Dinshawji Noria and others Mr. Samaldas Purbhoodas and others ...	1906	4,000	4	4
	1912	500	1	1
The Hongkong and Shanghai Banking Corporation ... ..	1914	2,000	2	2
Total Rs. ...	...	17,000	18	18

(2) *Agreement in duplicate* with Mr. T. B. Chawan re: contract under Work Order No. 11, Book No. 88 for crushing rubble into metal.

## 19. The following papers were laid on the table:—

1. Estate Agent's No. 9603, dated 4th December 1926, informing that as regards Dadar-Matunga, Scheme 5, plot 518, re-entry was effected on the plot on 4th December 1926, as per Committee's Resolution No. 273, dated 23rd November 1926.

2. Government Memorandum, Finance Department, No. 4356E., dated 21st February 1927, informing that the rate of interest in respect of advances taken up by the Improvement Trust during 1925-26 is 5½%.

3. Government Resolution, Development Department, No. S. D. 267, dated 11th February 1927, re: appointment of Secretary to Government, Development Department, on the Improvements Committee of the Board of Trustees for the Improvement of the City of Bombay, substituted for the Government Resolution of the same number and date recorded in Committee's Resolution 111, dated 22nd February 1927.

4. Purchase orders sanctioned by Chief Officer under Section 22(1) of the Act.

5. Work orders sanctioned by Chief Officer under Section 22(1) of the Act.

6. Sale of materials sanctioned by Chief Officer under Section 22(1) of the Act.

7. Temporary lettings sanctioned by Chief Officer under Section 22(1) of the Act.

# Bombay Improvement Trust.

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ESPLANADE ROAD,

*Bombay, 24th March 1927.*

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 2-30 P.M. (S.T.) there were—

PRESENT :

1. SIR VASANTRAO ANANDRAO DABHOLKAR, Kt., C.B.E., *Chairman.*
2. DR. K. E. DADACHANJI, L.M. & S.
3. DR. ACCACIO G. VIEGAS, L.M. & S.
4. DR. S. S. BATLIWALA, L.M. & S., F.C.P.S.
5. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
6. MR. S. L. SILAM, B.A., LL.B.
7. MR. NAOROJI M. DUMASIA.
8. MR. HOOSENALLY M. RAHIMTOOLA, B.A.
9. MR. HARRY T. GORRIE.
10. MR. S. B. BILLIMORIA, M.B.E.
11. MR. C. N. WADIA, C.I.E.
12. MR. W. H. NEILSON, O.B.E.
13. MR. E. W. PERRY, I.C.S.
14. MR. GANPAT KRISHNAJI BORADE.

AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.

MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE ACTING SECRETARY WERE ALSO PRESENT.

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The minutes of the meeting held on 8th March 1927 were signed.

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1. The Chairman mentioned that a letter, dated 10th March 1927, had been received from Lady Willcocks, thanking the members of the Committee for their resolution of sympathy.

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2. Re: Member of Committee—Mr. C. N. Wadia, C.I.E., resignation of membership.

(File No. Misc. 254/27.)

Considered the following letter from Mr. C. N. Wadia, C.I.E., dated 17th March 1927 :—

“As I am shortly leaving for Europe, I have to tender my resignation as from March 26th as the Millowners' representative on the Improvements Committee.”

**Resolution 144.—Recorded.**

The Mill Owners' Association should be informed of the resignation of Mr. C. N. Wadia, C.I.E.

The Committee desire to place on record their high appreciation of the valuable services rendered by Mr. C. N. Wadia, C.I.E., as a member of the old Board from 22nd December 1925 and as a member of the Committee.

A copy of this resolution should be forwarded to Mr. C. N. Wadia, C.I.E.

3. Re: Member of Committee—Mr. Harry T. Gorrie—resignation of.

Considered the following letter, dated 21st March 1927, from Mr. Harry T. Gorrie :—

“As I am proceeding on leave out of India from the 26th instant I beg to tender my resignation as representative of the Bombay Chamber of Commerce on the Improvements Committee.”

**Resolution 145.—Recorded.**

The Bombay Chamber of Commerce should be informed of the resignation of Mr. Harry T. Gorrie.

The Committee desire to place on record their high appreciation of the valuable services rendered by Mr. Gorrie, as a member of the old Board from 1st April 1920 and as a member of the Committee.

A copy of the resolution should be forwarded to Mr. Harry T. Gorrie.

4. Re: Dadar-Matunga—plot 807—application for lease of.

(File No. Mis. 222/27.)

Considered the following :—

(a) Estate Agent's No. 2028, dated 10th March 1927 :—

“Herewith I have the honour to forward an application for a 999 years' building lease of the above plot by Mr. G. K. Kuchabiogi, at a ground rent calculated at 6% per annum on Rs. 18 per sq. yard.

2. This is one of the 4 plots at the Dadar Tram Terminus which the Improvements Committee under their Resolution No. 28, dated the 1st June 1926, decided should be utilized for the erection of shops.

3. The area of this plot being about 3,956 sq. yards, the ground rent will amount to about Rs. 4,272 per annum. The applicant is the building tenant of plots Nos. 214 and 215 of the Suparibaug Estate, and he intends to erect a substantial building on this corner plot at the entrance to the Parsi Colony, and the building will contain shops and godowns on the ground floor and residences on the upper floors.

4. In view of the fact that over two-thirds of the whole plot has to be left unbuilt upon, the offer of Rs. 18 per sq. yard is considered to be a good one.

5. The conditions on which this offer is based are normal and acceptance is recommended.”

(b) Chief Officer's note, dated 11th March 1927 :—

"It is possible that we should obtain more for this plot if we waited a few years but I consider it would be wise to accept this offer. We have three similar plots to dispose of in addition to this one."

**Resolution 146.**—The application is accepted.

5. Re: Dadar-Matunga, Scheme 5—plot 641—application for leasing the plot to the Parsi Central Association on the former terms and conditions—  
sanction for.

(File No. Mis. 211/27. Ref. C. R. 62/26.)

Considered the following:—

(a) Estate Agent's No. 1934, dated 7th March 1927 :—

"I have the honour to state that the above plot admeasuring 607 sq. yards is situated in the midst of the Parsi Colony on the Dadar-Matunga Estate, but owing to the existence of an old well on this plot the former Trustees by their Resolution No. 62, dated the 9th February 1926, allowed the Zoroastrian Building Society to relinquish this plot to the Board, and returned the deposit paid by them for the same.

2. The ultimate yearly ground rent for the plot was Rs. 232, calculated at 4½% on Rs. 8-8-0 per sq. yard per annum. The plot is at present vacant and unlet.

3. The Zoroastrian tenants of this Estate are afraid that this plot might be taken up by a member of another community, and have at last found a Zoroastrian who is willing to take up and build on the plot as sub-tenant of the Parsi Central Association on the same terms and conditions as before, except that the rent-free period will run from the date from which possession is given to the Association.

4. A copy \* of a letter, dated the 28th ultimo from the Honorary Secretary of the Association is forwarded herewith together with a copy of the site plan \* on which are shown by yellow lines the old building lines which cut a portion of the well, and the proposed new building lines in red. The building area will be about the same but the North-Eastern building line has been moved 5 ft. further towards the boundary of plot No. 642. In the circumstances the undersigned sees no objection to this.

5. Sanction is therefore requested to the letting of this plot to the Parsi Central Association on the former terms and conditions. This plot will then be included with the other plots taken up by the Association, and will be subject to the same restrictions *viz.*, limitation of rent to a net 6% return, and the occupation of the building by Parsi Zoroastrians only."

(b) Chief Officer's note, dated 12th March 1927 :—

"I see no objection to the proposal."

**Resolution 147.**—The plot should be leased to the Parsee Central Association on the former terms and conditions except the rent free period which shall run from the date the possession of the plot is given to the Association.

2. The plot should be included with the other plots leased to the Association subject to the same restrictions as regards net return of rent at 6 per cent. and occupation of the building by Parsee Zoroastrians only.



6. Re: Sandhurst Road East, Scheme 3—plot 108—Temporary lease of.

( File No. Mis. 252/27. )

Considered the following :—

## (a) Land Manager's No. 2210, dated 15th March 1927 :—

"I have the honour to forward herewith copy \* of an application, dated 9th March 1927, from Mr. Vithoba Krishnaji for a temporary lease for 5 years of plot No. 108, shown on the accompanying plan \* by red lines and situated at the junction of Sandhurst Road and Jail Road East, at the rate of annas 8 per sq. yard per month, which works out to Rs. 100 per sq. yard on 6% basis.

2. The plot measures about 1100 sq. yards and the monthly rent will be about Rs. 550.

3. The plot has three frontages and is near the Dongri market, but looking to the present state of the market, the rent appears to be fair and the offer is therefore submitted for favourable consideration."

4. The applicant has lodged 6% Port Trust Bond for the face value of Rs. 4,000 as deposit, and paid in cash one month's rent in advance, and has signed the usual conditions of the Board.

## (b) Estate Agent's No. 2262, dated 16th March 1927 :—

\* \* \* \* \*

2. The undersigned is of opinion that in view of the present depressed state of the land market, the offer is worthy of favourable consideration."

## (c) Chief Officer's note, dated 17th Mach 1927 :—

"All things considered, I am of opinion that it would be advisable to accept this offer."

**Resolution 148.**—The application by Mr. Vithoba Krishnaji for a temporary lease of the plot for a period of five-years at a rent of annas 8 per square yard per month submitted by the Land Manager with his No. 2210, dated 15th March 1927, is accepted.

7. Re: Dadar-Matunga—plot 516—further extension of building period—sanction for.

( File No. Mis. 217/27. )

Considered Estate Agent's No. 1987, dated 8th March 1927 :—

"I have the honour to state that the former Trustees by their resolution No. 279, dated the 14th July 1925 granted permission to Mr. Burjor S. N. Cooper, the building tenant of the above plot, to transfer his interest in the building agreement to Mr. Sorabji Cowasji Dinshaw and the building period was extended until 6th December 1926.

2. Great delay was experienced in arranging for the new deposits to be lodged with the Board and the matter has only recently been completed.

3. The agreement with the new building tenant is now to be prepared and as no construction work has yet commenced it is suggested that the Improvements Committee's sanction be obtained to the building period being further extended until 1st June 1928."

**Resolution 149.**—Sanction is accorded to the further extension of the building period until 1st June 1928.

8. Re: Sandhurst Road, West—plot 80 (Nos. 80A & 80B)—surrender of present lease, grant of two separate leases, apportionment of rent, and erection of staircase encroaching on compulsory open space.

(File No. Mis. 196/27. Ref. T. R. 187/26.) 16

Considered Estate Agent's No. 1788, dated 1st March 1927 :—

"I have the honour to state that the above plot is held by Messrs. Devraj Becher, Pragji Harjiwan and Purshotum Harjiwan under a lease, dated the 21st February 1922, at a ground rent calculated at 4½% per annum on Rs. 45 per sq. yard.

The total area of the plot is 675 sq. yards and the annual ground rent amounts to Rs. 1,368.

2. The lessees through their Architects have applied for permission to surrender the existing lease. They also ask that the plot may be sub-divided as shown on the accompanying plan \* and that two leases may be granted.

3. From the plan it will be seen that it is proposed to encroach on the compulsory open space by the erection of a staircase and for this encroachment the Lessees state that they are prepared to pay additional rent. The encroachment amounts to about 4% over the authorised building area for which an additional ground rent of Rs. 60 per annum will be chargeable.

4. Plot No. 80A facing Sandhurst Road has an area of 282 sq. yards and for this the lessees propose to fix a rent of Rs. 712 per annum while the area of plot 80B facing Khetwadi 3rd Lane is 393 sq. yards for which the balance viz., Rs. 656 per annum is proposed. This gives a capital value to the plots of Rs. 56 and Rs. 37 per sq. yard respectively and it is considered that these figures are fair and reasonable.

5. A copy † of the Trust Architect's remarks regarding the proposed additions and alterations is forwarded herewith.

6. There appears to be no objection to the proposal and it is therefore suggested that the sanction of the Improvements Committee may be obtained for the plot being divided into two with a rent of Rs. 712 for plot No. 80A and Rs. 656 for plot No. 80B, plus Rs. 60 per annum for the proposed staircase on the understanding that the Lessees pay all the costs of and incidental to the surrender and to the grant of the new leases.

7. The lessees have applied for the lease of plot No. 80A being drawn up in favour of Mr. Devraj Becher and that for plot No. 80B in the joint names of Messrs. Pragji Harjiwan and Purshotum Harjivan as tenants in common and there is no objection to granting their request."

† Copy of Trust Architect's remarks referred to above in paragraph 5—

"The proposed addition and division may be allowed subject to the following requisitions :—

- (1) That an open arch and a fully grated door shall be provided at places marked A & B in red respectively for all the upper floors.
- (2) That extra ground rent shall be paid for the additional staircase portion.

The Architects as per their letter, \* dated 11th instant (copy forwarded herewith) state that their clients are prepared to give an undertaking to maintain the drainage arrangements in its present state hereafter."

**Resolution 150.**—The suggestions made by the Estate Agent in paras 6 and 7 of his letter No. 1788, dated 1st March 1927, is approved, subject to the lessees undertaking to maintain the drainage arrangement hereafter in its present state and providing open arches and fully grated doors at places marked A and B on the plan.

9. Ré: Scheme 29, Nowroji Hill Estate—proposed temple on plot 113—variation of agreement and building rules.

( File No. Mis. 227/27. )

Considered the following:—

(a) Estate Agent's No. 2094, dated 11th March 1927:—

"The Trustees by their Resolution No. 249, dated the 3rd of October 1916, sanctioned the leasing of a plot to the Managing Trustees of the old Temple building comprised in and acquired under Case No. 327 of Scheme 29 on certain conditions detailed in the preamble to the said Resolution.

2. These conditions have now been incorporated in an agreement, dated the 22nd March 1926, with the Managing Trustee of the Temple Mr. Pandurang Babulji Mistri.

3. One of the conditions of the agreement stipulates that the tenant shall erect a building of a ground and one upper floor etc. (Clause 8) on the new plot, for which the Trustees were to pay ground rent at 4½% on Rs. 80 for every sq. yard in excess of 74 sq. yards, which was the area of the old temple building.

Possession of plot No. 113 admeasuring 102 sq. yards was given to the tenant on 22nd October 1926 at a ground rent of Rs. 100 per annum. The Tenant's architect has now requested in his letter of the 3rd of March 1927, that he should be allowed to construct a building consisting of a ground, a mezanine and two upper floors, as shown on the blue print\* forwarded herewith.

4. It would appear that the restriction of the building on the plot to a ground and one upper floor as laid down in Clause 8 of the Agreement, and in the Building Rules, was put in mainly on account of the old temple building in Case No. 327, being of ground and one upper floor only.

5. The building rules of this Estate also lay down that the first floor of all buildings should be 18 ft. above road level for the sake of uniformity of appearance. The Temple Trustees however wish to have a mezanine floor, which they state is indispensable, as the same is intended for the accommodation of ladies attending sermon or kirtan, and they therefore require the first floor level to be 20 ft. above road level, as shown on the section, and their architect also applies for permission to be allowed to fix the first floor level of this building at 20 ft. above the road level.

6. The undersigned sees no objection to granting these two requests viz., that the height of the Temple building may be increased from a ground and one upper floor to a ground, mezanine and two upper floors and also that the first floor level may be fixed at 20 ft. above road level, [as the purpose and appearance of this building will be quite different from those on either side of the plot, which latter will probably consist of tenement buildings with shops on the ground floor.

7. As these two proposals constitute a variation of the agreement and building rules, the sanction of the Improvements Committee will be necessary."

(b) Chief Officer's note, dated 11th March 1927:—

" Recommended."

**Resolution 151.**—The proposed variation of the conditions of the agreement and of the building rules recommended by the Estate Agent in para 6 of his letter No. 2094, dated 11th March 1927, are sanctioned.

10. Re : *Sydenham Road Estate—plot 58—period within which premium must be paid.*

(File No. Mts. 215/27.)

Considered the following:—

(a) Estate Agent's No. 1944, dated 8th March 1927:—

"The former Trustees by their Resolution No. 187, dated the 15th April 1926, approved of the letting of the above plot to Mr. Esmailji Abdulalli Machiswalla for a 999 years' building lease on payment by him of a premium of Rs. 1,22,134. Mr. Machiswalla was the highest bidder for this plot at the private competition, and he then paid down 12 per cent. of the premium amounting Rs. 14,656.

2. The usual building agreement, dated the 8th May 1926, was entered into by him, and under clause 2 thereof the remaining 88 per cent. of the said premium amounting to Rs. 1,07,478 was payable within 14 days from the date of vacant possession of the plot being given to him.

3. The old buildings on the land have since been demolished, and vacant possession was given to Mr. Machiswalla on the 21st January 1927, and the remainder of the premium was, therefore, payable by him on or before the 4th February 1927.

4. The building tenant was written to and also reminded to pay the sum of Rs. 1,07,478, but he has so far failed to do so.

5. A letter No. 1363, dated the 3rd instant, has now been received from his solicitors Messrs. Shamrao Minocheher and Hiralal, a copy\* of which is forwarded herewith, stating that their client Mr. Machiswalla is unable to pay the amount before the end of May owing to his having advanced more than two lacs of rupees on equitable mortgage on several properties, which he is trying to realise, and he offers to deposit with the Trust the title deeds of his immoveable properties which he states are worth more than two lacs of rupees.

6. Mr. Machiswalla is reputed to be a sound financial merchant, and for the reason given in his solicitors' letter it is suggested that the Improvements Committee may see its way to extend the period for the payment of the remaining 88 per cent. premium for this plot upto 31st May 1927 on condition that:—

(a) the building tenant deposits with the Trust the title deeds of his immoveable properties of the market value of two lacs of rupees, and

(b) he agrees to pay interest at 6 per cent. per annum on the required amount from 4th February 1927 upto the date of payment."

\* Letter from Messrs. Shamrao Minocheher and Hiralal, Solicitors, referred to in para 5 above, addressed to Estate Agent:—

"Our client Mr. Ismailji Abdulally Machiswalla has placed in our hands your letter No. E. A. 1557 of the 23rd ultimo with instructions for a reply.

We are instructed that owing to the present monetary crisis in money market, our client is not in a position to pay the amount referred to in your letter under reference. Besides our client who has advanced more than two lacs of rupees on Equitable Mortgage of several properties is trying to realise the said security and pay to the Trustees the amount demanded by them but before he could do so he will require some time.

We are, therefore, instructed to request you to move the Board to grant our client further time upto the end of May during which time our client will pay the amount to the Trustees.

We are further instructed to state that our client is willing to deposit with the Trust the title deeds of his immoveable properties which are worth more than two lacs of rupees.

Under the above circumstances we have to request you to move the Board to grant our client further time upto the end of May next.

A reply will oblige."

(b) Chief Officer's note, dated 12th March 1927 :—

"Recommended."

**Resolution 152.**—Sanction is accorded to the extension of period for the payment of the remaining 88% premium upto 31st May 1927, on conditions contained in clauses (a) and (b) of para. 6 of the Estate Agent's letter No. 1944, dated 8th March 1927.

11. Re : Dadar-Matunga—plot 751—request to be permitted to pay rent instead of premium.

( File No. Mis. 239/27. Ref. C. R. 4/27. )

Considered Estate Agent's No. 2140, dated 14th March 1927 :—

"The Improvements Committee by their Resolution No. 4, dated the 11th January 1927, accepted an offer for the building lease of the above plot from Mr. Nowroji Dorabji Dhakmarwala on payment of a premium of Rs. 10 per sq. yard.

2. The building tenant duly paid in the usual deposit of 2 years' ground rent, and possession of the plot was given to him on the 24th January 1927. The building plans were passed on the 9th February 1927.

3. A copy\* of a letter from Mr. Dhakmarwala, dated the 9th instant is forwarded herewith in which he states that instead of paying a premium for this plot of Rs. 10 per sq. yard, he wishes to rent the same at 6 per cent. per annum. His reason for this is that he wishes to use the amount towards the construction of an additional storey to his building, and he requests that the ground rent may be calculated on the same rate of Rs. 10 per sq. yard for the reasons stated in his letter.

4. In this connection reference is invited to para 1 of my report accompanying the Improvements Committee's Resolution referred to above in which it is stated that a premium rate of Rs. 10 is equivalent to a ground rent calculated at 6 per cent. per annum on Rs. 11 per sq. yard. The reason for this is that applicants saying on the ground rent basis get a free period of one year and a reduction of 25 per cent. in the rent for the next four years; therefore as stated above if the applicant wishes to pay ground rent, the same should be calculated at 6 per cent. per annum on Rs. 11 per sq. yard, which will be equivalent to paying a premium of Rs. 10 per sq. yard at the present time.

5. The undersigned sees no reason to make a reduction in this rate of Rs. 11 per sq. yard, and if approved, the building agreement will be prepared accordingly, allowing the applicant the usual concessions in the ground rent.

6. There is no objection to granting the tenant's request that the lease, when he becomes entitled to it, may be granted in the names of the three persons, which are set out in his letter, as joint tenants.

\*Letter from Mr. N. D. Dhakmarwala, dated 9th March 1927 :—

"With reference to lease of plot No. 751, Dadar-Matunga Estate, I have the honour to inform you that owing to certain circumstances I have changed my mind and wish to acquire the plot on lease for 999 years on the rental system instead of commuting the rent and buying it as previously contemplated by me.

I have already paid you Rs. 500 on account of stamp duty for the agreement of the building lease and have also sent you Government securities of Rs. 700 as a deposit for the due compliance of the agreement.

The cost of the land was calculated at the rate of Rs. 10 per square yard and I trust that the Board will be pleased to calculate the yearly rent at the same rate, as I have just retired from Government service and am applying to Government to commute a portion of my pension for the purpose of building a house.

I also desire to have the building with two storeys and propose to make certain alterations in the plan approved. I am requesting my Architects Messrs. Mistri & Bhedwar to prepare the revised plan and submit the same for the approval of your Architect.

I also request that the lease may be prepared in the names of the following three persons as joint tenants :—

- (1) Nowroji Dorabji Dhakmarwala
- (2) Bai Bhikaiji Nowroji Dhakmarwala
- (3) Rustom Nowroji Dhakmarwala."

**Resolution 153.**—The tenant of the plot should be allowed to pay ground rent calculated at 6% per annum on Rs. 11 per sq. yard with the usual concessions in the ground rent.

The lease, when the tenants become entitled to it, should be granted in favour of Messrs. Nowroji Dorabji Dhakmarwala, Bai Bhikaiji Nowroji Dhakmarwala and Mr. Rustom Nowroji Dhakmarwala.

**12.** Re : Dadar-Matunga—Plot 673—encroachment of open space.

Considered Report No. 1, of the Plans Sub-Committee, dated 9th March 1927 :—

"We have considered the plans of the building proposed to be erected on this plot.

The building tenants propose to encroach on the front open space to the extent of about eighteen inches for a length of 31 ft. 8 inches as by so doing they will obtain a slightly larger floor area in two rooms on each floor and also improve the elevation of the building.

The proposed encroachment is only three per cent. of the building area and we recommend that it be permitted without charge."

**Resolution 154.**—Adopted.

**13.** Re : Dadar-Matunga—plot 687—variation of lay-out.

Considered the following :—

(a) Trust Architect's No. 550, dated 28th February 1927 :—

"I have the honour to forward herewith plans\* for the proposed variation in the original sanctioned layout of the building area on the above plot, as per the Architects' letter, dated 14th ultimo (copy attached). On the Block plan the original area has been shown bounded yellow and the new layout has been coloured in red.

It is proposed to have a ground floor structure for a Fire Temple nearly following the original area for the main building. The outhouse area has been proposed as living quarters. For the reasons as stated in the Architects' letter, the living quarters for the Priest as proposed for the first floor over the outhouse area, cannot be located over the main building. As a rule the outhouse areas over plots on this Estate have been restricted to ground floor structures only. The Sub-lessees of the adjoining plots Nos. 688, 689 and 690 have no objection to the first floor being allowed over the outhouse area of the Agiary as per copies of letters\* attached. It is also proposed to connect the main building area with that of the outhouse by kitchen and stores with a verandah for ground floor only.

\* Not printed.

Under the circumstances, the proposal for the revised layout and the proposed first floor over the outhouse area may be approved as a special case subject to the remaining structure being restricted in future to ground floor only.

There is a well about 10 feet in diameter proposed between the main building for the Agiary and the living quarters for the Priests in the rear. As a rule on very few of the Trust plots, where wells have been allowed, it is usual to insist an hermetically sealed cover over the same with a hand pump attached for drawing water. It would be necessary to consider on its merits the ceremonial requirements for the use of the well in case of an Agiary.

Under the circumstances as a special case for the Agiary the well may be allowed subject to there being a cover over the same with a self-closing trap door for drawing water for ceremonial purposes."

*Letter, dated 14th January 1927, from lessees' Architects, referred to in para 1 above :—*

"As desired by the Trust Architect in his No. E. A. 103, dated the 11th instant, we have the honour to submit herewith a block plan\* showing the original and the new layouts in yellow and red respectively.

We also beg to submit herewith ground plan\* showing all the details of the entire building proposed to be put up for a Fire Temple as also the first floor plan of the outhouse block to be used as a residence for the priests of the temple.

Position of the proposed well is also shown on the ground plan.

We have the honour to request favour of your sanctioning the new layout as also digging of a well on site shown on the plan.

We further beg to submit that the alteration of building area has been altered owing to requirements of a Fire Temple building which requirements are its own. The necessity of taking a floor over the outhouse and not on the main building is owing to the performing priest having to stay on the premises to guard the sacred fire. Where a family of priest live in a Fire Temple, the residence on account of certain rites cannot be over the main building."

(b) Estate Agent's No. 1851, dated 4th March 1927 :—

" \* \* \* \* \*

2. The undersigned concurs with the Trust Architect's recommendations.

3. As the greater part of the building on this plot will be of a ground floor only, it is considered that the first floor over the outhouse block and the well may be allowed free of extra rent during such time as this plot is used for the purpose of an Agiary and priests' quarters only."

(c) Chief Officer's note, dated 19th March 1927 :—

"I see no objection to granting sanction to the lay-out and to the provision of the upper floor over the outhouse.

2. The well will have to be sanctioned by the Municipal Commissioner and application has accordingly been made by the building tenant. The Health Officer informs me he is willing to grant sanction, provided the well is stocked with larvacidal fish and on condition that sanction is liable to be revoked should the well be found to be a nuisance."

**Resolution 155.**—Sanction is accorded, to the revised lay-out and to the construction of one upper floor over the outhouse area subject to the remaining structure being restricted in future to a ground floor only.

2. The construction of the well is sanctioned, as a special case, on conditions to be laid down by the Municipal Commissioner.

14. Re : Scheme 37, (Sydenham Road)—Cases No. 165, 180, 185 and 186—arrears of rent due from Mr. M. M. H. J. M. Chhotani.

( File No. Mis. 595/26. Ref. C. R. 162/26. )

Considered Chief Officer's note, dated 16th March 1927 :—

"By their resolution No. 162, dated the 2nd September last, the Committee approved of certain proposals made by Mr. Chhotani regarding payment of arrears of rent due by him.

2. Mr. Chhotani undertook (a) to pay Rs. 500 down and the balance by instalments of Rs. 150 per month and (b) to sign and to get his sub-tenants to sign promissory notes as security for payment.

3. The nett amount due from Mr. Chhotani was Rs. 4,605-8-9 and up to date he has paid Rs. 1,250. Neither he nor any of his sub-tenants have yet signed the promissory notes and his Munim states that as one of the sub-tenants has become an insolvent and the others have left Bombay, it is impossible to get them to do so. I informed Mr. Chhotani on the 18th January last that if he failed to sign the note I should bring the matter before the Committee and as he has not replied to this letter the matter is now reported.

4. If Mr. Chhotani pays on due date the final instalment will be due in February 1929."

**Resolution 156.—Recorded.**

15. Re : Receipt by Mr. Fonseca, late Estate Superintendent, Land Manager's Department, of the balance of amount due from tenant of scheme 37, case 431 in respect of right of cultivation.

Considered the following :—

(a) Chief Accountant's note, dated 22nd March 1927 :—

"The cases referred to by the Examiner are briefly described below :—

1. *Keshav Wagha*—(Ref T. R. 685 dated 9th October 1923.)

The right of cultivating a certain piece of land in Sch. 57 from 10th August 1922 to 9th August 1923 was given to one Keshav Vagha for Rs. 5,500. The amount was payable in 2 instalments of Rs. 2,750 each, one payable with the offer in August 1922 and the other in February 1923. Against the first instalment due in August 1922, Rs. 2,000 was paid in that month with the offer and the remaining Rs. 750 was paid in February 1923 after repeated demands and threats of legal steps. The demand for the second instalment which was due in February 1923 was made from time to time but it was not paid. The final demand was made in September 1923. In reply to this demand Keshav stated that the amount had been paid more than 3 months ago to Mr. Fonseca, Estate Superintendent. The latter absolutely denied having received the money. Moreover it was not likely that Keshav should have kept quiet without demanding a receipt for 3 months. Also as a rule payments are made into the Land Manager's office and even when moneys are paid to Estate Superintendents the parties are referred to the office. In these circumstances the Board sanctioned the filing of a suit against Keshav. The High Court dismissed the suit on the ground that though in accordance with the procedure of the office all rents were required to be paid into the office, the Estate Superintendent as a matter of fact received rents themselves and a case was cited in which a certain amount was received by the Estate Superintendent in 1921. This solitary instance led the Court to believe that Mr. Fonseca used to receive moneys himself. This solitary instance, the Land Manager explains, was that of a first cultivation right dealt with by Fonseca and he being unaware of the office procedure had received the money and paid it into the office. It was unfortunate that this solitary case should have led the Court to



believe that such was the established practice. The case was decided by the Court on 8th July 1924 and before the case had reached hearing, Mr. Fonseca resigned on 1st April 1924. After the suit was dismissed, the Chairman called in Mr. Fonseca. He said that he had not received the money and that he was unable to pay Rs. 2,750. Subsequently he was called in but as he was ill, he could not see the Chairman. He was asked by the Land Manager to pay in the money and he paid it in August last, stating however that he did not admit any liability.

It is not clear what further investigation is called for now. The Board have recovered the money and no further action seems to be necessary.

2. *Mr. Amrolia.*—(Ref. T. R. 131 dated 16th March 1926.)

Mr. Amrolia who was a Rent Collector in the Land Manager's office was retrenched with effect from 1st January 1926. On the 23rd December 1925 he was asked to hand over charge and pay in all moneys collected by him. He did not attend the office on the 23rd December and wrote in to say that he would pay the money on the 4th January 1926. On examining the Rent bills it was discovered that he had recovered Rs. 2,480-15-0 during the last working week of December 1925. The case was brought to the notice of the Chairman and Mr. Amrolia asked for some time to pay in the full money. By the end of March 1926 he paid Rs. 1,099-7-0 and the balance was adjusted against his security deposit of Rs. 1,800 in 3½% G. P. Notes and his pay, conveyance charges and his commission.

In order, however, to avoid any recurrence, it has been arranged by the Land Manager to stop the outgoing Rent Collector from recovering any dues during the last week of his tenure of service by keeping his books in office custody after thorough checking as reported by him in his No. 6449 dated 3rd August 1926.

This case does not reveal any defect in the system. The full money has been recovered and the Rent Collector has been discharged."

(b) Letter No. O. A. 10-370, dated 12th October 1926, from the Examiner, Outside Audit :—

"With reference to the provisions of section 105(3) of the Trust Transfer Act, 1925, I have the honour to report the following case for the information and orders of the Improvements Committee.

2. In the course of a check of the rent demand registers maintained by the Land Manager's Department, it was noticed that an amount of Rs. 2,750 was shown as outstanding against Keshav Wagha, in respect of the year ending on 31st August 1923, on account of the right of cultivating certain lands belonging to the Trust. On enquiry it was found that a suit had been filed in the High Court against the party for the recovery of the amount, but that the suit had failed. The attention of the Chairman (now Chief Officer) was drawn to this case, and he was requested to take such action as was considered necessary (*vide* this office letter No. O. A. 10-131, dated the 15th December 1925). As no reply was received for a long time, a reminder was sent to the address of the Chief Accountant, and was requested to take steps to recover the outstanding at an early date and to submit the correspondence on the subject for the information of the Audit Department (*vide* this office No. O. A., C. I. T./70, dated the 24th August 1926). In reply the Chief Accountant has intimated that the amount has been recovered and that no further action is now considered necessary.

From the correspondence produced, it however appears that the amount has been recovered from one Mr. Fonseca, lately an Estate Superintendent in the Land Manager's Department, through Mr. F. B. DeSoures, who, in forwarding the amount, has stated that Mr. Fonseca does not admit any liability and only pays the amount because he has been called upon to do so by the Land Manager. The exact circumstances in which the Land Manager issued these instructions are not quite clear, but the fact that such a large amount should have been so easily paid by a person in Mr. Fonseca's position under protest of his innocence seems to call for a detailed enquiry into the case. I would here

also draw attention to the similar case of Mr. Amrolia dealt with in Trustees' Resolution No. 131, dated the 18th March 1926. It will be seen that in this case too no action was apparently taken on the ground that the amount involved had been recovered. It is obvious that such cases of financial irregularities cannot be closed as soon as the amounts involved are made good. It is necessary to conduct a detailed enquiry into all the connected circumstances, so that suitable action may be taken against the perpetrators of the irregularities and those who failed to exercise the necessary control over them and any defects of system which may have facilitated the irregularities may be brought to light and remedied. This opportunity is taken to request that Mr. Amrolia's case may also be fully investigated, as four letters and reminders on the subject addressed to the Trust Officers have so far failed to elicit a reply.

In this connection attention is also invited to this office letter No. O. A. 10-369, dated the 12th October 1925."

Proposed by the Chairman—

"That the report be recorded."

Dr. Viegas referred to the letter received from the Examiner, Outside Audit, under his No. O. A.-10-370, dated 12th October 1926, and said that a detailed enquiry into the matter was necessary. He then observed that the letter remained unanswered for a long time and without a report to the Committee. He considered that it was necessary to go deeper into the matter of Mr. Fonseca and pointed out that there was a similar case of Mr. Amrolia. He further observed that there might be some defects in the system of accounts. He therefore moved an *amendment*—

"That the subject matter be referred to the Finance and Establishment Sub-Committee for consideration and report."

The Chief Officer while explaining the matter stated that the letter was received from the Examiner on 12th October 1926 and that Mr. Gorwalla before going on leave on the 1st November had drafted the report now before them. Owing to pressure of work the matter had been overlooked. He stated that the old Board had considered and disposed of Mr. Amrolia's case under Trustees' Resolution No. 131, dated 16th March 1926. He further stated that on the general question of control of rent collection new registers had recently been introduced so as to show clearly the outstanding arrears against each tenant and that the necessary instructions had been issued to the Estate Agent who would take over the work on the 1st April next for inspection of these registers. He also explained the circumstances of Mr. Fonseca's case. He pointed out that he had received another letter (No. O. A. 10-369, dated 12th October 1926) from the Examiner and that he would submit his report thereon after discussing certain statements with the Examiner.

Dr. Viegas still considered that the matter should be referred to the Finance and Establishment Sub-Committee.

After some discussion the amendment was put to the vote and was *lost* 2 voting *for* and 5 *against* it.

Dr. Viegas demanded a poll and the result thereof was as under:—

<i>For.</i>	<i>Against.</i>
1. Dr. A. G. Viegas.	1. Dr. K. E. Dadachanji.
2. Mr. S. L. Silam.	2. Mr. Harry T. Gorrie.
	3. Mr. C. N. Wadia, C.I.E.
	4. Mr. E. W. Perry, I.C.S.
	5. Mr. W. H. Neilson, O.B.E.

The other members did not vote.

The original proposition having then been put to the vote was *carried* and it was resolved—

**Resolution 157.**—Recorded.

16. Re : Scheme 37 (Sydenham Road)—Case No. 81—sale of materials.

(File No. Mis. 249/27.)

Considered Engineer's No. 2646, dated 15th March 1927 :—

"The building in the above case was put up to public auction on 11th March 1927, for purchasing the right of demolition and removal of materials thereof and the highest bid received for the same is Rs. 4,200. The offer includes removal of debris.

The reserve price of the building is Rs. 4,000 which is fixed taking into consideration the age of the building, the quality and condition of the materials etc.

Sanction of the Improvements Committee may please be obtained to the acceptance of the above offer, which is fair."

**Resolution 158.**—The offer of Rs. 4,200 recommended by the Engineer in his No. 2646, dated 15th March 1927, is accepted.

17.

Re : Sale of Materials from Dongri Quarry.

(Ref : C. R. 43/27.)

Considered Engineer's No. 2596, dated 14th March 1927 :—

"I have the honour to inform you that Mr. Aga J. Baroni, Contractor, General Carrier etc., Princess Building, Byculla, has offered to buy from our Dongri Quarry, within the next six months, about 400 brass of metal of the 3 types at the following rates :—

	Rates offered.	Our sanctioned rate to public.
Metal No. I ...	Rs. 29-0-0 per brass	Rs. 30-0-0 per brass.
" " II ...	" 14-0-0 " "	" 15-0-0 " "
" " III ...	" 11-8-0 " "	" 12-8-0 " "

The above concessional rates have been sanctioned by the Improvements Committee in case of Messrs. Krishnaji Kondaji & Co. (vide Improvements Committee's Resolution No. 43 of 25-1-27) and as this is a big order I recommend that this contractor may also be allowed this concession in rates.

The contractor will have to deposit a sufficient amount to cover the amount of concession allowed to him for the materials removed by him so that we can adjust the difference if he fails to buy less than 400 brass during the next six months. He will, however, be allowed to draw a larger quantity than the 400 brass if he so desires, during these 6 months.

This deposit will be quite separate from the one against which materials will be issued in pursuance of our usual practice of advance recoveries."

**Resolution 159.**—The offer of Mr. Aga J. Baroni for the purchase of Quarry materials, recommended by the Engineer under his No. 2596, dated 14th March 1927, is accepted.

18. Re: Supply of 83,750 gallons or 355 tons of liquid fuel (crude oil) during 1927-28-tenders for.

Considered Engineer's No. 2331, dated 7th March 1927 :—

"In connection with the supply of Liquid Fuel (Crude Oil) required for the year 1927-28, I have the honour to report that enquiries were made of 11 firms to which only 2 responded and the result of the quotations received is as shown in the accompanying Comparative Statement.

The rate quoted by No. 1 Messrs. The Asiatic Petroleum Co. (India) Ltd. is the lower of the two, namely, Rs. 55 per ton and since the oil is found to be suitable, it is recommended that Improvements Committee's sanction may please be obtained to the acceptance of the same.

The Asiatic Petroleum Co. (India) Ltd. are the approved Contractors for the current year's supply at Rs. 55 per ton and they refer to the existing contract for other conditions to which there is no objection."

Comparative Statement of Tenders received on 22nd February 1927, for the of 83,750 gallons or 355 tons at 250 gallons a ton of Liquid Fuel (Crude Oil) during 1927-28.

(Reference E. R. O. 1116 of 2nd February 1927 and 1655 of 15th February 1927.)

No.	Name of Tenderer.	Rate per ton of 250 gallons.	Remarks.
		Rs. a. p.	
1	Messrs. The Asiatic Petroleum Co. (India) Ltd.	55 0 0	Delivered free in the Island of Bombay other conditions as per present contract. If supplies are required in packages the Company can make them in their own 65 gallon returnable drums with an extra hire charge of Re. 1 per drum per trip or in 40 gallon non-returnable drums which they can supply at an extra cost of Rs. 5 per drum above the cost of the oil. Send sample.
2	Messrs. Shaw Wallace & Co., Agents The Anglo-Persian Oil Co.	*57 8 0 †87 8 0	*In bulk. †In steel barrels containing about 42 gallons of Liquid. Free delivery to the site of Trust works within the limits of the Island of Bombay. Send sample.

Approved contractors for the current year's supply are Messrs. The Asiatic Petroleum Co. (India) Ltd. for a supply of 360 tons or 90,000 gallons at Rs. 55 per ton of gallons (to be determined according to the specific gravity of the respective supplies) supplied in tanks.

Supply of additional quantity approximately 37,000 gallons or 148 tons was also approved vide I. C. R. No. 320 of 21st December 1926.

**Resolution 160.**—The tender of the Asiatic Petroleum Co., Ltd., for the supply of Crude Oil during 1927-28, at the rate of Rs. 55 per ton is accepted.

19. Re : Establishment—Secretary's Department Mr.—V. G. Kulkarni clerk—advance from Provident Fund to.

( File No. E. 74/27. )

Considered the following :—

(a) Chief Accountant's note, dated 13th March 1927 :—

"Mr. V. G. Kulkarni, a junior clerk in my Department, has applied for an advance of Rs. 280 from his Provident Fund Subscription to enable him to pay off his debt which he has incurred owing to his and his family's illness. He has produced a medical certificate.

He joined the Trust service on 18th February 1916 and his present pay is Rs. 70- plus Rs. 20 War Allowance per mensem.

He has had advances from his Provident Fund Subscription as under :—

1st advance of Rs. 200 paid in October 1921, and repaid in May 1924.

2nd advance of Rs. 190 paid in September 1924, and repaid in November 1925.

3rd advance of Rs. 240, paid in November 1925, but not yet completely repaid.

A sum of Rs. 583-5-6 stands to the credit of his Provident Fund Account on account of his subscription and an advance of Rs. 280 is thus admissible.

As the last advance has not been repaid the sanction of the Improvements Committee will be required to the grant of the advance of Rs. 280 now applied for.

In case the advance is sanctioned it will be paid after deducting the outstanding balance of the last advance and the recovery will be effected in 20 monthly instalments."

(b) Chief Officer's note, dated 15th March 1927 :—

"I am not prepared to recommend that the request should be granted in its entirety. In my opinion not more than Rs. 200 should be advanced and from this amount should be deducted the Rs. 48 due under the former advance."

**Resolution 161.**—Sanction is accorded to the grant to Mr. V. G. Kulkarni of an advance of Rs. 200 out of his Provident Fund Subscription repayable in 20 monthly instalments from which should be deducted the outstanding balance of Rs. 48 against the previous advance.

20. Re : Establishment—Secretary's Department—Mr. S. B. Mahagaonkar—clerk—advance from Provident Fund to.

( File No. E. 75/27. )

Considered the following :—

(a) Chief Accountant's note, dated 13th March 1927 :—

"Mr. S. B. Mahagaonkar, a junior clerk in my Department, has applied for an advance of Rs. 380 from his Provident Fund Subscription to enable him to meet heavy expenses incurred by him during the illness of his wife and has produced a medical certificate.

He joined the Trust service on 6th June 1921 and his present pay is Rs. 125 plus Rs. 20 War Allowance and Rs. 10 personal allowance per mensem.

He had an advance of Rs. 240 for the first time in October 1925. This advance has not yet been repaid and a sum of Rs. 36 is still outstanding.

A sum of Rs. 757-13-9 stands to the credit of the applicant in the Provident Fund Account on account of his subscription and thus an advance of Rs. 378 is admissible.

As the last advance has not been repaid the sanction of the Improvements Committee would be necessary to the grant of the second advance of Rs. 378. If the advance is sanctioned it will be paid after deducting the outstanding balance of the first advance and recovery will be effected in 20 monthly instalments."

(b) Chief Officer's note, dated 15th March 1927 :—

"On enquiry I find that Rs. 215 will cover the cost. I recommend that a sum of Rs. 236 be advanced and Rs. 36 recovered immediately. Balance to be paid as usual."

**Resolution 162.**—Sanction is accorded to the grant to Mr. S. B. Mahagaonkar of an advance of Rs. 236 out of his Provident Fund Subscription repayable in 20 monthly instalments from which should be deducted the outstanding balance of Rs. 36 against the previous advance.

21. Re: Establishment—Secretary's Department—Mr. D. R. Pradhan—Clerk—advance from Provident Fund to.

( File No. E. 68/27. )

Considered the following :—

(a) Chief Accountant's note, dated 13th March 1927 :—

"Mr. D. R. Pradhan, a junior clerk in my Department, has applied for the grant of an advance of Rs. 400 from his Provident Fund subscription in order to meet heavy expenses which he has incurred during the illness of his wife and has produced a medical certificate.

He joined the Trust service on 1st October 1919 and his present pay is Rs. 125 plus Rs. 20 war allowance.

He had taken an advance of Rs. 300 for the first time in June 1925 and repaid in full in February last.

A sum of Rs. 945-15-3 stands to his credit as his subscription to the Provident Fund and the advance of Rs. 400 applied for by him is thus admissible.

As twelve calendar months have not elapsed since the complete recovery of the last advance the grant of the present advance would require the sanction of the Improvements Committee. In case the advance is sanctioned the recovery will be effected in 20 monthly instalments."

(b) Chief Officer's note, dated 15th March 1927 :—

"I am not prepared to recommend an advance of more than Rs. 300 in this case."

**Resolution 163.**—Sanction be accorded to the grant to Mr. D. R. Pradhan of an advance of Rs. 300 out of his Provident Fund subscription repayable in 20 monthly instalments.

22. Re : Motor Lorry Garage—profit and loss account for 1925-26.

Considered the following :—

(a) Chief Accountant's note dated 10th March 1927 :—

" Profit and Loss account furnished by the Engineer shows a loss of Rs. 51,351, the particulars of which are as under :—

				Rs.	Rs.
Opening Balance	...	...	...	18,488	
Expenditure on account of labour and supply bills	...	...	...	1,59,810	
				Rs.	
Ground rent	...	...	...	4,700	
Municipal vehicle tax	...	...	...	3,766	
Depreciation on account of tools and plant	...	...	...	44,211	
Machinery	...	...	...	605	
Building...	...	...	...	3,291	
				56,573	
Receipts during the year	...	...	...	1,65,310	2,34,871
Stores in hand	...	...	...	18,210	
				1,83,520	
				51,351	2,34,871
				Loss	

It may be mentioned here that the receipts amounting to Rs. 1,65,310 shown above represent the recovery of the supply bills and of the hire charges at the following

For	Rates for the hire of M. Lorry.		
	1 Ton.	3 Tons	5 Tons.
	Per day.	Per day.	Per day.
	Rs.	Rs.	Rs.
Trust Schemes	12	30	50
„ Staff*	15	40	60
Outsiders	25	50	75

\* With a minimum of half a day's charges.

Rs. 4,700 being met from the amount of receipts realised.

It would thus be observed that the loss of Rs. 51,351 shown in the Profit and Loss account will have to be distributed proportionately over the schemes benefited treating it as a charge on account of the cost of depreciation and of the vehicle taxes and this will require the sanction of the Improvements Committee.

Similar sanction was accorded by the Works Committee in their resolution No. 22 dated 9th March 1926."

(b) Chief Officer's note, dated 16th March 1927 :—

"The amount charged for depreciation is in respect of all lorries although some of them were laid up during the whole or a greater portion of the year.

Some of the lorries have been advertised for sale but there does not appear to be any demand for them at the moment.

The Engineer informs me that it will be possible to vacate the garage on June 1st and steps will be taken to let it."

Proposed by the Chairman—

"That the Profit and Loss account with the notes thereon be recorded. That the sanction applied for be granted."

Dr. Viegas observed that there was a loss of Rs. 51,351 and that it required careful consideration. He, therefore, moved that the matter be referred to the Finance and Establishment Sub-Committee for consideration and report.

The Chief Officer explained that the loss included depreciation and ground rent. Depreciation had been charged in respect of all the lorries although some of them did no work during the year. The heavy lorries had been advertised for sale but so far without result. He stated that he proposed to close the garage from 1st June 1927 and that he was endeavouring to let it.

He also pointed out that the expenditure on account of labour and supply bills was Rs. 1,59,810 as against receipts of Rs. 1,65,310 and thus there was a gross profit of Rs. ₹500.

Thereupon the *amendment* was put to the vote and was *lost* 3 voting for and 4 against it.

The original proposition having been put to the vote was *carried* and ~~for~~ it was resolved—

**Resolution 164.**—Recorded.

The sanction applied for is granted.

On suggestion by the Chairman it was decided that the consideration of the last item regarding the Century Mills Chawls should be taken up leaving the other items for consideration at their next meeting.

**23.** Considered the following letter, dated 10th March 1927, from Messrs. C. N. Wadia & Co., Agents of the Mills, Ltd.

"You will remember that the above scheme was sanctioned for dwellings for workmen in 1918. The conditions were—

- (1) That 960 single tenements should be built.
- (2) That interest should be charged at the rate agreed upon.
- (3) That the land was to be handed over to the Company at cost price.

We were induced to embark on this unprofitable scheme at the instance of Government. Unfortunately immediately after the scheme had been gone through Government started another scheme whereby 50,000 tenements were to be built practically at the expense of the cotton Trade, to which we were compelled to be subscribers. This move on the part of Government knocked the bottom out of our scheme, and practically made it superfluous involving enormous loss to ourselves. In the meantime we had completed more than half the scheme by building more than half the number of tenements at a cost of 11 (eleven) lacs. We have now to request you to end



this unsatisfactory business, which through no fault of our own has become superfluous, on the following terms :—

- (1) That we shall not be compelled to build any more rooms.
- (2) That accounts shall be made up to date of the total cost of the Scheme and that we be allowed to settle same outright by paying the Improvement Trust what is due by us.
- (3) That for the remaining period of 28 years calculated from 1918 we pay one rupee per annum and that we may be allowed to deal with the land so as to cut our losses. It is understood that when the abovementioned period of nominal lease expires the land becomes our absolute property."

P.S.—(1) Since the above was written the Hon'ble the General Member announced in Council that Blocks at Worlee would be let for Rs. 4-2-0 per room which makes our housing scheme hopeless financially.

(2) We have given in the shape of cotton cess already to Government up to 1916 the large sum of Rs. 98,974 and are committed to a further annual contribution of about Rs. 25,000/30,000, so if the matter has to be referred to Government for permission to alter scheme 5r we do not think there can be any objection on their part."

**Resolution 165.**—Messrs. C. N. Wadia and Company's attention should be called to the provisions of Section 46(3) of the Act, and they should be informed that on payment of all sums due to the Board the Committee will be prepared to consider an application under Section 37(2) to alter the scheme.

The Chairman then adjourned the meeting till Tuesday next the 29th March 1927 at 4-10 p.m. (S. T.)

24. The following documents were executed :—

(1) *Debentures*—

Name of holder.	Year of Loan.	Amount.	New Issued.	Old Cancelled.
		Rs.		
The Commissioners for the Port of Calcutta	1901	2,00,000	1	1
Mr. Merwanji Pestonji Hakimji and another	1901	1,000	1	1
	1904	1,000	1	1
	1905	500	1	1
	1908	500	1	1
Rashidbanu Munchershaw Ranina and another ... ..	1906	500	1	1
Total Rs. ...	...	2,03,500	6	6

(2) *Lease and Counterpart to—*

- (i) Mr. Venkatswami Lingaya Sayana *re* : plot No. 23, Dadar-Matunga Estate.
- (ii) Bai Banoobai wife of Pirozshaw Cowasji Lentin *re* : plot No. 96C, Gamdevi Estate.
- (iii) Mr. Haji Abdulla Haji Mohomed and others *re* : plots Nos. 4 & 5, Sydenham Road Estate.
- (iv) Mr. Devkaran Mulji *re* : plots Nos. 72 to 83, Princess Street Estate.
- (v) The Gahagan Paint & Vanish Company Limited *re* : plot No. 1 (i & m) portion, The Flats Estate.
- (vi) Rao Bahadur Kilachand Dewchand and others *re* : plot No. 6, Kolbhatwadi Estate.

(3) *Agreement with* Mr. Krishnaji Kondaji Thorat for the building lease of plot No. 15, Kolbhatwadi Estate.

(4) *Acceptance of application* by Mr. G. K. Kuchabiogi for building lease of plot No. 807, Dadar-Matunga Estate.

(5) *Agreement in duplicate by—*

- (i) Mr. Haji Dada Suleman *re* : Work Order No. 12, Book No. 88 for lime washing work, on Trust Schemes, Chawls etc.
- (ii) Messrs. Chandi Shah and Co. *re* : Work Order No. 13, Book No. 88 for lime washing work on Trust Schemes, Chawls etc.

(6) *Agreement with* Mr. Deoji Lakhamasi, *re* : temporary occupancy of plot No. 71, Scheme 60, Naigaum Estate.

## 25. The following papers were laid on the Table:—

1. Purchase orders sanctioned by Chief Officer under Section 22(1) of the Act.
2. Work Orders sanctioned by Chief Officer under Section 22(1) of the Act.
3. Sale of materials sanctioned by Chief Officer under Section 22(1) of the Act.
4. Temporary lettings sanctioned by Chief Officer under Section 22(1) of the Act.
5. Service agreements entered into by the Board.  
(Item 17 of Improvements Committee's Proceedings, dated 8th March 1927.)
6. Charge receipts of land etc. handed over to the Municipality.
7. Deputy Auditor General, Headquarters No. 1473-E./269-27, dated 11th March 1927, conveying sanction of the Auditor-General to the extension of leave to Mr. C. P. Gorwalla, on average pay for 1 month with effect from 1st March 1927.
8. Service agreements entered into by Chief Officer under Section 22(1) of the Act.

# Bombay Improvement Trust.

ESPLANADE ROAD,

Bombay, 29th March 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 4-10 P.M. (S.T.) there were—

PRESENT :

1. SIR VASANTRAO ANANDRAO DABHOLKAR, K.T., C.B.E., *Chairman*.
2. DR. K. E. DADACHANJI, L.M. & S.
3. DR. ACCACIO G. VIEGAS, L.M. & S.
4. DR. S. S. BATLIWALA, L.M. & S., F.C.P.S.
5. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
6. MR. S. L. SILAM, B.A., LL.B.
7. MR. NAOROJI M. DUMASIA.
8. MR. HOSENALLY M. RAHIMTOOLA, B.A.
9. MR. S. B. BILLIMORIA, M.B.E.
10. MR. W. H. NEILSON, O.B.E.
11. MR. E. W. PERRY, I.C.S.
12. MR. GANPAT KRISHNAJI BORADE.

AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.

MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE ACTING SECRETARY WERE ALSO PRESENT.

The minutes of the meeting held on 24th March 1927 were signed.

The Chairman mentioned that a letter, dated 25th March 1927, had been received from Mr. C. N. Wadia, C.I.E., expressing his thanks to the members of the Committee for their Resolution a copy of which was forwarded to him in pursuance of Committee's Resolution No. 144, dated 24th March 1927.

1. Re: Chaupati West Estate—plots 25, 30, and 31—lease to the Bombay Bar Gymkhana.

(File No. Mis, 251/27. Ref. T. R. 24/26.)

Considered the following:—

- (a) Estate Agent's No. 2213, dated 15th March 1927:—

“With reference to the Trustees' Resolution No. 24, dated 12th January 1926, I have the honour to inform you that the draft lease herein was prepared and sent to the lessees for approval and the same has now been returned by them approved with some alterations.

The present Trustees of the Bombay Bar Gymkhana are Messrs. Jamshed Behramji Kanga, Teherally Mahomedally Kajiji, Jehangir Hormasji Vakil, Jaffer Hajibhoy and Shrikrishna Gunaji Velinkar, who do not desire to covenant in their personal capacity. There is no objection to the insertion in the draft lease of a covenant relieving any one of the lessees of personal liability should he cease to act as a trustee on another person approved by the Board being appointed in the place of such retiring trustee, similar to the covenant contained in the lease of the Willingdon Sports Club, provided that a covenant is also inserted restricting assignments without license. The Trust Solicitors advise such insertion.

I have, therefore, to request the favour of your obtaining the Improvements Committee's sanction to the incorporation in the draft lease of a covenant as aforesaid.

(b) Chief Officer's note, dated 16th March 1927 :—

"No objection."

**Resolution 166.**—Sanction is accorded to the incorporation in the draft lease of a covenant as suggested by the Estate Agent in his No. 2213, dated 15th March 1927.

2.

Re: Scheme 57—Sewri Quarry No. 2.

(File No. Mis. 758/23. Ref. C. R. 18/27.)

Considered the following :—

(a) Letter, dated 23rd March 1927, from Mr. D. M. Billimoria :—

"With reference to your letter No. E. A.-1981 of 1927, signed by the Estate Agent in connection with the Sewri Wadala Estate Quarry No. 2, I the undersigned D. M. Billimoria beg to submit as under :—

1. I know that I have fallen into arrears for some time on account of serious illness in my family and also on account of adverse trade conditions.

2. I am, however, quite prepared to pay up the arrears by monthly instalments of Rs. 500 p.m. also the usual monthly instalments, if you would kindly allow me the latitude for doing so.

3. I have so far paid Rs. 82,500 towards the quarry to the Improvement Trust and have seriously carried out my part of the contract so far.

Under these circumstances, I request that you may be pleased to permit me to work up the quarry for a few months more during which period I will clear all arrears and be able to get some profits for myself also. As the market has taken a favourable turn now I have every hope of success.

Hoping that you will kindly give this request your favourable consideration and oblige."

(b) Estate Agent's No. 2542, dated 26th March 1927 :—

"In continuation of my report herein No. 2337,\* dated the 19th instant, and to para 4 thereof, I have the honour to state that the Trust Solicitors inform me, that in the opinion of the Advocate General, the Quarry License granted by the Board to Mr. D. M. Billimoria must first be cancelled before the necessary High Court suit is filed to recover the balance of the licence money, and to recover possession of the premises, and a copy of the Trust Solicitors' letter† N. U.-4410, dated the 24th instant is forwarded herewith for information together with a draft resolution for the Improvements Committee's approval.

2. The Improvements Committee by their Resolution No. 18, dated the 11th January 1927, authorised the Chief Officer to take the necessary legal steps and to file a suit in the High Court, as advised by the Solicitors, for the purpose of ejecting the lessee

† Not printed.

and to regain possession of the quarry, but it is considered advisable for the Improvements Committee to pass a resolution on the lines of the draft forwarded herewith\* for the purpose of cancelling the license, and of proceeding with the necessary High Court suit."

(c) Chief Officer's note, dated 26th March 1927 :—

"Mr. Billimoria has made many promises which have not been carried out and there is no remedy other than that already decided on *viz.*, to file a suit."

\*Copy of letter No. 2337, dated 19th March 1927, from the Estate Agent, B. I. Trust, to the Chief Officer, B. I. Trust :—

"With reference to my previous reports herein, I have the honour to state that the Trust Engineer informs me that the total amount of stone quarried by the lessee upto the 2nd of March 1927, is 14,675 brass solid, which gives a rate for the month of February of about 376 brass, as against 480 brass allowed to him under his supplemental license.

2. The position on the 2nd March for and against the Trust is, therefore, as follows :—

*Contra—*

			Rs.	a.	p.
Arrears and interest on same	...	...	14,133	6	8
Arrears of municipal taxes ...	...	...	10,381	0	0
Total Rs.	...	...	24,514	6	8

*Pro—*

Value of stone under-quarried 3,385 brass at Rs. 5-4-0 per brass	...	...	17,771	0	0
Value of deposit in securities	...	...	7,500	0	0
Total Rs.	...	...	25,271	0	0

3. The lessee's engineer on the 17th ultimo informed the undersigned that Mr. Billimoria was raising a mortgage on his house property, and that he was expecting to obtain a contract for stone from the Municipality, out of the payment for which he would pay off the municipal taxes which he owes.

4. Instead of paying Rs. 7,000 as promised, Mr. Billimoria has only paid Rs. 3,000, and in the circumstances as verbally arranged with you, the Trust Solicitors have been requested to instruct Counsel to proceed with the suit for ejectment and for the recovery of the arrears of the instalment payments."

**Resolution 167.**—The license, dated the 18th June 1925, as modified by the supplemental license, dated 14th December 1926, should be and the same is hereby revoked.

2. Re-entry should be made on the premises by Mr. J. T. Burge on behalf of the Board.
3. The Chief Officer is hereby authorised to file a suit to recover the balance of the license money due and payable under the license and to recover possession of the premises and to apply for the appointment of a receiver.

3. Considered Report No. 2, of the Plans Sub-Committee, dated 23rd March 1927 re : Dadar-Matunga—plot 665 :—

“By their Resolution No. 94, dated the 22nd February 1927, the Committee sanctioned an alteration in the layout of this plot, on condition that the tenant paid an increased ground rent and by the same resolution they referred to us for disposal the detailed plan of the building proposed to be erected.

2. The tenant has submitted fresh plans of the proposed buildings and has requested permission to make two additional encroachments on the front open space. We have examined these plans and recommend that the encroachments be sanctioned on condition that the tenant pays a further additional ground rent of Rs. 20 per annum.”

**Resolution 168.**—Report No. 2 of the Plans Sub-Committee, dated 23rd March 1927, s adopted.

4. Considered Report No. 3, of the Land Acquisition Sub-Committee, dated 27th March 1927, re : Scheme 52, Worli—Case No. 535, Reference No. 18/25 Settlement:—

“The property in the above Case is situated on Cleveland Road opposite the Worli Sluice Gates and is shown on the accompanying plan\* No. 57 dated 7th March 1927, bounded by red marginal scoring. It comprises 2042 sq. yards. of land on which there stood at the date of Declaration 4 buildings one of which was used as a factory for the manufacture of drugs, another as a stable and the remaining two as godowns. The whole of the property was used solely in connection with the business of manufacturing and selling drugs, more especially the famous Batliwalla Ague Mixture and belonged to Dr. H. L. Batliwalla Sons and Co., Ltd., almost all the shares of which are held by the two brothers Messrs. Cawasha H. Batliwala and Shapurji H. Batliwalla.

2. Before the Land Acquisition Officer Messrs. Cawasha and Shapurji appeared as claimants and were represented by their Attorneys. On behalf of the claimants, the property was valued at Rs. 46,804. In addition to this, a sum of Rs. 1,66,000 which was alleged to represent two years' net profits, was claimed under Section 23 (1) fourthly of the Land Acquisition Act as compensation for loss of earnings and for damage caused by reason of the acquisition of the property. Besides these claims, a further sum of Rs. 3000 was demanded under Section 23 (1) fifthly for removal and re-erection of machinery, plant, furniture and for depreciation of stock and breakage. Also a sum of Rs. 3000 was claimed for expenses of notifying all customers throughout India of the change of address and for temporary stoppage of business. The total claim put forward on behalf of the claimants thus amounted to Rs. 2,18,804 as follows :—

(a) Compensation for land and buildings	...	...	Rs. 46,804
(b) „ „ loss of earnings and damage		„	1,66,000
(c) Cost of removal and erection of machinery, plant etc.	...	„	3,000
(d) Advertisement charges.	...	„	3,000
			Total Rs. 2,18,804

3. In support of item (b) of the trade claim amounting to Rs. 1,66,000, the claimants produced before the Land Acquisition Officer two Balance Sheets together with various account books and vouchers.

4. With a view to shorten the enquiry as regards the trade claim, a preliminary issue was raised by the Trust as to whether the claimants were entitled to receive any compensation for item (b).

5. It was contended on behalf of the Trust that what was being acquired was the property only and not the business or its good-will which would still remain with the claimants, who could carry it on elsewhere in any part of Bombay without any appreciable loss in their earnings, because the business was wholesale and not retail, and that in the case of wholesale business, the loss of earnings, if any, consequent on removal would be practically nil. The Trust further contended that the claimants' business was not such as could only be carried on on the premises in question and no other. At the same time the Trust admitted their liability under Section 23 (1) fifthly for reasonable compensation to be paid to the claimants, for being compelled to change their residence and place of business.

6. On behalf of the claimants, authorities were quoted to show that compensation should be allowed for loss of goodwill and damage. These authorities, it may be pointed out, were in respect of business of a retail character. It was contended by the claimants' Attorneys that their clients' business was an old, well-established lucrative one, that they supplied their drugs throughout India, Burma, Ceylon and Africa and that they advertised in nearly 800 newspapers. In short they urged that their clients' earnings were bound to be injuriously affected by reason of the acquisition of their property.

7. The Land Acquisition Officer, after hearing arguments on both sides on the preliminary issue, gave a written judgment. He decided that the business could as well be carried on in any district with clean surroundings, and in any building and that from a residential point of view, any change must be for the better owing to the nuisance of the open sewer. He held that the claimants were not entitled to anything but nominal damages for loss of earnings but should have a generous allowance for circulating customers, advertising, removal, etc.

8. In making his award, the Land Acquisition Officer allowed Rs. 16,851 for the land and building and Rs. 3100 for advertising etc. and cost of removal making a total award of Rs. 19,951 for all interests.

9. The claimants being dissatisfied with this award demanded a Reference in the Tribunal. For the purpose of the Reference, the claimants valued the property at Rs. 47,463 and in addition claimed Rs. 60,000 under section 23 (1) fourthly and fifthly.

10. About three months after the above claim of Rs. 60,000 was put forward, the claimants revised and increased it from Rs. 60,000 to Rs. 96,000 as under.

1. Loss due to the leasing of the new premises on Parbhadevi Road, being 20 Y. P. of the annual loss of Rs. 3180	...	Rs. 63,600
2. Expenses of removal, reconstruction of the plant, machinery, etc.	... ..	„ 3,000
3. Advertisement charges	... ..	„ 2,000
4. Being one year's average profit of the 3 years 1917-1918-1919, prior to the date of Declaration (30-10-1919)	..	28,000
		<u>Total Rs. 96,600</u>

11. The total compensation claimed before the Tribunal for property in question thus amounts to Rs. 1,44,063, made up of Rs. 47,463 as the market value of land and buildings and Rs. 96,600 for trade claim.

12. In acquiring premises used by the claimants for trade purposes, the question of trade claim requires careful consideration. Under Sec. 23 (1) fourthly, the Court has to take into consideration the damage, if any, sustained by the person interested by reason of the acquisition injuriously affecting his earnings. Under Sec. 23 (1) fifthly, if the person interested be compelled, in consequence of the acquisition, to change his residence or place of business, he is entitled to reasonable expenses incidental to such a change. The trade claim before the Tribunal amounting to Rs. 96,600 is made up of 4 items (vide para 10), of which the first three are covered by Section 23 (1) fifthly and which no doubt the claimants are entitled to be compensated for. The Land Acquisition Officer has awarded Rs. 3100 for items 2 and 3. This amount is not deemed to be inadequate, having regard to all the circumstances, and the claimants are not likely to get anything more from the Tribunal. The first item is the most important. The facts in connection with this item, which are clear and undisputed, are that, at the time of the Land Acquisition Officer taking possession of the property in question, the claimants leased certain premises on Parbhadevi Road for reinstating and continuing their business. They spent about Rs. 3,000 in making certain additions and alterations in the new premises so as to make them fit for their business. The lease runs from 1st May 1925 for a period of 10 years at a monthly rent of Rs. 350 or Rs. 4200 per annum, plus water tax.

13. It is the claim of Rs. 63,600 referred to in para 10 that is most important. The claimants' contention is that the Land Acquisition Officer has awarded Rs. 16,851 say Rs. 17,000 for the land and buildings, a sum which will yield on the 6 per cent basis a monthly income of  $(1020 \div 12)$  Rs. 85 per month. As against this they have leased for 10 years a suitable property at Parbhadevi Road at a monthly rent of Rs. 350, so that their annual loss on this item alone equals  $(350 - 85) =$  Rs. 265 or Rs. 3180 which capitalised at 20 Y. P. gives Rs. 63,600 as their loss. This is a legitimate contention but the claim is inflated. It will be sufficient to capitalize the annual loss at 10 Y. P. which will give Rs. 31,800 as the total loss. The lease of the Parbhadevi Road property was not before the Land Acquisition Officer, as the premises were taken after the enquiry was closed. Had this fact been known to the Land Acquisition Officer, he would doubtless have been influenced by it.

14. On investigation of title, it is found that the property in Case No. 535 belongs to Dr. H. L. Batliwalla Sons and Co., Ltd., who are the persons interested and that the Reference has not been demanded by the Company but by two of its principal share-holders viz. Mr. Cawashaw H. Batliwalla and Mr. Shapurji H. Batliwalla. In the opinion of the Trust's legal advisers, a limited Company is not the same legal entity as the share-holders of the Company. Mr. Jinnah, the Trust Counsel, is therefore of opinion that as the Reference was wrongly and illegally demanded by Messrs. Cawashaw and Shapurji, instead of the real claimants viz. the Company, the Tribunal cannot proceed with the Reference and should therefore dismiss it. This, however, is a mere technical flaw and the Court might decide the question on equity in favour of the claimants. Mr. Jinnah is of opinion that on the facts of the case there is not the least doubt in his mind that the claimants are entitled to be compensated for the loss they have suffered by reason of the increased rental they have to pay for the new premises. Mr. Jinnah's personal opinion was that this was a case eminently fit for compromise and advised the Trust as a public body to open negotiations and settle the Reference amicably, if possible. It is for these reasons that negotiations were opened and after a great deal of discussion, an offer has now been received from the claimants' Attorneys whereby the claimants desire to withdraw Reference 18 of 1925 on condition that each party bears its own costs and that the Trust agree to pay a lump sum of Rs. 15000 to the claimants for all interests and in full satisfaction of all their claims, in addition to what the Land Acquisition Officer has awarded for the property under reference. The claimants further agree that in the event of Reference 18 of 1925 being compromised on the above terms, they are willing also to withdraw the part-heard Reference 16 of 1925 which concerns the adjoining Case No. 532 as shown on the plan. This Case, which also belongs to the same claimants, consists of 2566 5/9 sq. yards of land with a big bungalow and outhouses, never let, but occupied by Batliwalla brothers and their families for their own residence.



15. On the whole we are of opinion that the claimants' offer, viz:—

(b) That Reference in Case No. 535 be dismissed without any order as to costs provided the Trust pay in addition to what the Land Acquisition Officer has awarded a further sum of Rs. 15,000 for all interests, and

(b) That Reference in Case No. 532 be dismissed without any order as to costs,

is fair, and we beg to recommend its acceptance.

**Resolution 169.**—Report No. 3 of the Land Acquisition Sub-Committee, dated 17th March 1927, is adopted.

5. Considered the Report No. 1, of the Land Sub-Committee, dated 17th March 1927:—

Re: (1) Wodehouse Road Estate—plot No. 1—“Wellington Mews.”

“We have considered this matter which was referred to us for consideration and report under Committee's Resolution No. 298, dated the 14th December 1925.

We recommend that the Hotel Company should be allowed to convert a portion of the ground floor as proposed by them for the purpose of the erection of 60 cubicles for motor-cars, on condition that the Company agree to reserve accommodation if required by the Board's tenants on the Wellington Lines Estate for 50 horses at a rent of Rs. 10 per month per horse, for 30 carriages at Rs. 5 per month per carriage, and for 50 motor cars at Rs. 25 per month of each lock-up cubicle, or at Rs. 20 per month if not in a cubicle.”

Re: (2) Scheme 52, Worli Estate—plot 70—proposed change in the proviso in the draft lease.

“We have considered this matter which was referred to us for consideration and report under Committee Resolution No. 46, dated 25th January 1927.

We recommend that a rider should be added to proviso No. 5 of the lease to Mr. Pochkhanawalla, whereby the Trust will covenant not to allow any building or structure to be erected on the open spaces of Plot No. 71 denoted by the letters A, B, C, D, E, & F, as shown in yellow on the copy of plan\* No. 192, dated the 17th November 1922, other than a boundary wall, and such porticoes, galleries, bay-windows and other architectural features customarily allowed on the Trust's estate.”

Re: (3) Sydenham Road Estate—layout showing the proposed development into building plots of the portion lying between Pydhoni Road and Musjid Bunder Road.

“We have considered the Estate Agent's proposals for the lay-out of this portion of the Estate, and also the proposed building regulations which were referred to us for report under Committee Resolution No. 76, dated 8th February 1927.

2. We approve of the lay-out as shown on the Estate Agent's Plan No. 7, dated the 7th January 1927, and the building rules with the proposed additions to the same are recommended for the Committee's sanction.

3. We note that it is not proposed to provide any recreation ground on this portion of the Estate and recommend that plots 17 and 18 which lie further North and which together contain an area of 1935 sq. yards be set aside for this purpose.”

Proposed by the Chairman that the Report No. 1 of the Land Sub-Committee, dated 17th March 1927, be adopted.

\* Not printed.

Mr. Hoosenally M. Rahimtoola observed that with regard to item 3 the Sub-Committee had agreed that the provision in the building rules relating to colour wash should be enforced as far as possible and he desired that this should be made clear. This was agreed to.

The Municipal Commissioner enquired whether the Board could afford to devote land for a recreation ground in this locality and observed that he had found from experience that some recreation grounds were used as a meeting place for undesirable people unless some staff was maintained and special supervision exercised.

Mr. Mirza Ali Mohammed Khan stated that for want of a recreation ground in the locality between Pydhoni Road and Masjid Bunder Road, children of the residents in the locality had to go a long distance for recreation purposes and desired that a recreation ground should be provided in the locality.

After some discussion it was resolved—

**Resolution 170.**—Report No. 1 of the Land Sub-Committee, dated 17th March 1927, is adopted.

- valuation*
6. Re : Rooms proposed to be occupied rent free by the Estate and Land Department for the half year ending 30th September 1927.

(File No. B. K. 745/26.)

Considered Land Manager's No. 2098, dated 10th March 1927 :—

**Comparative statement showing rooms in Trust chawls proposed to be occupied rent-free by the Estate and Valuation Department during the half-year ending 30th September 1927.**

Item No.	Chawls.	Block.	Floor.	Room.	By whom occupied.	Purpose.	Actual rent remitted as sanctioned in T. R. No. 227 of 5-10-26.	Rent to be remitted according to the proposal now submitted.	Remarks.
							Rs. a. p.	Rs. a. p.	
1	Nagpada Chawls ...	18	1st	35	Shaik Isak Kas-sam. (Caretaker)	Living ...	4 0 0	4 0 0	
2	Princess Street Chawls ...	...	...	...	.....	.....	.....	6 10 0	Will be occupied by new Care-taker when the room falls va-cant in the chawl.
3	Mandvi-Koliwada Chawls ...	1	2nd	86	Kashiram Yesoo (Caretaker)	Living ...	5 10 0	5 10 0	
						Total ...	9 10 0	16 4 0	

**Resolution 171.**—The sanction applied for by the Land Manager under his No. 2098, dated 10th March 1927, is granted.

7. Re : Report of Financial Transactions in February 1927.

Considered the Chief Accountant's note, dated 10th March 1927 :—

“Sale of securities and investment in fixed deposit :—

- (1) 5 per cent. Government loan, 1945-55, for Rs. 7 lakhs was sold at 107 <sup>3</sup>/<sub>16</sub> per cent. and the proceeds, viz. Rs. 7½ lakhs. were placed with the Central Bank of India till 31st March 1927 at 6 per cent. per annum. (F. E. Sub-Committee Cir. No. 13/31st January 1927.)
- (2) Rs. 2 lakhs out of surplus cash balances were placed with the Bank of India till 30th June 1927 at 6 per cent. per annum. (F. E. Sub-Committee Cir. No. 27/18th February 1927.)”

**Resolution 172.—Recorded.**

8. Re : Regularising of short postings made by the Engineering staff on the works,

Considered the following Chief Accountant's note, dated 16th March 1927 :—

**Stores in Stock**

“Prior to 1919 the cost of stores such as sand, cement, steel, etc., was charged to the Capital Account—suspense—under the head ‘Stores in Stock,’ and the cost of small stores was charged to the works for which they were purchased. Since the expansion of the Trust programme of works in 1919, the cost of stores purchased was mostly charged direct to works. This procedure was followed till 1922-23 and annual certificates for the stores in stock held on 31st March in each year were regularly furnished by the Engineer till the year 1922-23 for the purposes of the balance sheet.

In 1922, the Board decided that the Engineer should be relieved of the work of the pre-audit of the bills and of the payments including labour payments done by his department and that a cost section for ascertaining costs of works should be created for the Engineer's Department. The Chief Accountant accordingly took over the aforesaid work with the staff with effect from 16th January 1922 and the cost section was then created. The Chief Accountant then introduced the spot audit system in 1923-24.

Stores in Stock purchased from time to time and debited to Capital Account suspense or direct to works were stored at the different schemes, the stores in stock charged to Capital Account suspense being separately from that charged to works.

The last certificate furnished by the Engineer for stock in hand was for the year 1922-23 and was verified by the Audit Office of the Chief Accountant.

In April 1924, the Deputy Secretary and Accountant suggested that the account of stores in stock should be maintained as under :—

- (i) Stores in Stock ultimately required for works should be charged to Capital Account suspense—under the head ‘Stores in Stock,’ and
- (ii) that required for particular schemes should be charged to the schemes concerned under the head ‘Materials at Site.’

This suggestion having been approved by the Chief Accountant and accepted by the Cost Superintendent, the necessary adjustments were effected in the accounts for 1923-24. These adjustments were based on the Stock taken by the Engineer in October 1923.

While effecting the adjustments on the strength of the stock taken in October 1923, it was noticed that certain stock though actually issued to works was not accounted for in the stock book ; the difference was subsequently accounted for in the stock book by the Executive Engineers in charge of the schemes. This being objectionable in point of audit the account so shown was not accepted by the Audit Section and was referred to the

Chief Engineer. The Chief Engineer having examined the actual amount of work done and having verified the correctness of the account as adjusted accorded his sanction to the entries so made and thereupon the account was admitted by the Audit Section.

The Government Examiner desires that the procedure followed should be regularised with the sanction of the Improvements Committee and in this connection it may be stated that at the time of the occurrence of these transactions the Chief Engineer possessed very wide powers in regard to works expenditure and he was competent to bring these transactions on the stock books under the system then in force and if these objections had been taken then they would have been replied to accordingly without obtaining higher sanction. The Engineer has however submitted his explanations under his Nos. 11530 dated 29th November 1926, 12329 dated 22nd December 1926, 12457 dated 23rd December 1926, 12458 dated 23rd December 1926, 2497 dated 10th March 1927, 12459 dated 23rd December 1926, 12460 dated 23rd December 1926, 2494 dated 10th March 1927 and 804 dated 25th January 1927, and the sanction of the Committee is now applied for."

NARAYAN T. CHAWATHEY,  
Chief Accountant.

Re : Shortage of 981 bags cement in Scheme 37 Chawls.

(Materials at site account.)

Engineer's No. 11530, dated 29th November 1926 :—

"It was noticed in about September 1925, that in scheme No. 37, stock of cement as compared with the balance as per stock ledger was found short to the extent of 981 bags.

On investigation, it was found that the issues of cement were not regularly posted. As a matter of fact when the construction work was started, there was no space available for erecting a pucca store room as the site of case No. 2 was not vacated by the tenants, the cement thus being stacked here and there in unfinished blocks of chawls and even removed from one place to another so that the issues could not be regulated efficiently. This was of course stopped as soon as fresh land was available when a pucca shed was installed and cement stored therein and the issues were maintained in regular issue books.

Under the circumstances, to check the actual consumption of cement, measurement of work executed from the commencement upto 30th August 1925 was taken, adopting the standard obtaining in all similar Engineering works. Attached statement shows the quantities of work turned out and the required quantity of cement to complete the same, from which it will be seen that work requiring consumption of about 16,348 bags was turned out prior to 1st September 1925.

Total receipts of cement as per Stock Ledger ...	...	18,089 bags.
Deduct—		
Issued to outside schemes ...	...	1,023 "
Balance in stock on 1st September 1925 ...	...	782 "
		<u>1,805 "</u>
Net issue to be accounted for ...	...	<u>16,284 "</u>

Thus it is certain that though the cement was actually used on the works, it was not shown in the books as having been issued. The correct issues on works have now been determined as per actual measurements. I am satisfied as regards the correctness of the measurements and of the quantities and have accordingly to request the favour of your obtaining Improvements Committee's sanction to the short issues being accounted for in the Stock Ledger as reported above."

## (Accompaniment to Engineer's No. 11530 of 29th November 1926)

Measurement of work as executed in one Room Tenements from commencement to 30th August 1925. Quantities adopted from the graphs submitted to the Head Office from time to time.

Items of work.	Measurements.	Total number of bags required for carrying out the work.
6" R. I. F. concrete work in plinth and foundations ...	1597 C.ft.	324
Cement concrete steps ... ..	86 "	17
1½" patent stone flooring ... ..	16550 sq. ft.	621
Cement concrete 1.2.4 in buns for nahanis and washing places ... ..	190 C.ft.	39
Cement concrete for raising nahanis 1.3.6 ... ..	1550 C.ft.	264
R. I. F. C. Bases for columns ... ..	6557 "	1331
R. I. F. C. Columns ... ..	6490 "	1317
4" thick partitions ... ..	25600 sq. ft.	2232
3" " " ... ..	.....	.....
2" " " ... ..	33800 sq. ft.	1775
1" " " ... ..	26600 "	1064
3½" R. I. F. C. parapet walls ... ..	1620 "	50
Do. do. at the ends of corridors ... ..	486 "	37
R. I. F. C. Beams ... ..	5998 C.ft.	1218
" Staircase ... ..	216 Nos.	206
5" Flooring ... ..	27176 sq. ft.	2527
4" " ... ..	16190 "	1295
3½" " ... ..	10160 "	772
R. I. F. C. Corbels ... ..	174 Nos.	35
Storage Tank ... ..	960 sq. ft.	70
Shelves and Brackets ... ..	248 Nos.	42
Frieze projections ... ..	352 C.ft.	77
Temporary water arrangements ... ..	.....	20
Margins (Kerb) ... ..	367 C.ft.	75
Washing outside with cement ... ..	.....	60
Work done in 2 Room Tenements for bases, plinths, etc.	4400 C.ft.	880
		16348

Re : Shortage of 63.08 brass of lime in Scheme No. 6, Sion-Matunga.

Accompaniment to Engineer's forwarding letter No. 12329, dated 22nd December 1926 :—

"The actual balance of stock of lime as compared with the balance as per Stock Ledger was found short to the extent of 63.08 brass on 15th May 1925 and the Executive Engineer in charge made a note against it in the Stock Ledger that the shortage was due to shrinkage.

The Government Auditor while examining the books made further enquiries in respect of this shortage and the following detailed explanation was given :—

'Measurements of lime in loosely stacked depots will differ considerably from the measurements taken after some days due to settlement and shrinkage. If in this settled condition issues are made without making any allowance for settlement there will be difference between the receipts and issues to an extent of about 10 per cent. or so.

In the case under consideration, it may be stated that 186.71 brass of lime were received from merchants between 31st January 1924 to 31st July 1925. Deducting the Opening Balance (0.17 brass) and the closing balance (22.13 brass), the actual quantity issued for grinding mortar for works comes to 164.41 brass.

The actual quantity of mortar ground and paid for to the Ghani Contractor during the above period was 298.53 brass.

Now every 100 c.ft. of mortar ground required about 55 c.ft. of loose lime and hence the above quantity of mortar would actually require 164.19 brass of lime. This shows that the whole quantity of lime was used in grinding mortar actually used on works and that the question of write-off does not arise in this case.'

From the above explanation, it will be seen that the whole quantity was actually used on works and there is no actual 'write-off.'

The Government Auditor however insists on the sanction of the Improvements Committee and I would request the favour of your obtaining the necessary sanction to the short issues in the Stock Ledger being accounted for as reported above."

Re : Steel Account of Scheme No. 50—Mazagaon Chawls—Shortage of 112 cwts.

Engineer's No. 12457, dated 23rd December 1926 :—

"In 1923 when construction work in blocks 1 and 2 was going on, it was noticed that the issue of steel required for the blocks was not regularly posted by the then Store-keeper. The Sub-Engineer in charge accordingly reported that only 9.55 tons were entered as issues against 15.15 tons, the quantity ascertained by actual measurement. The difference viz., 5.60 tons or 112 cwts. was therefore posted in the Store Ledger after fully explaining the reasons for this issue.

I have accordingly to request the favour of your obtaining Improvements Committee's approval to the issues posted in the Store Ledger as reported above."

Re : Steel at Scheme No. 32, East Agripada on account of Mahars', Kalapani and Peon's Chawls—shortage of 31 tons, 5 cwts., 2 qrs., 17 lbs.

Engineer's No. 12458, dated 23rd December 1926 :—

"On completion of the above Chawls all the surplus steel was ordered to be transferred to Stores in Stock Suspense Account. All the balance was actually counted in October 1923 and found to be 80 tons, 11 cwts., 0 qr., 5 lbs., against the book balance of 111 tons, 16 cwts., 2 qrs., 22 lbs., as reported by the Assistant Engineer. The necessary adjustment No. 16/118, dated 31st March 1924, was approved of by the late Chief Engineer and was regularly audited, no objection being raised. The actual balance was accordingly transferred to Stores in Stock Suspense Account, and taken on the Stores Ledger, the difference remaining to the debit of the Chawls' Account.

I have accordingly to request the favour of your obtaining Improvements Committee's approval to the actual balance taken to Stores in Stock Suspense Account."

Re : Shortage of 31 Tons, 5 cwts., 2 qrs., and 17 lbs. in the Steel Account Scheme 32, East Agripada.

Engineer's No. 2497, dated 10th March 1927 :—

"In continuation of this office letter No. 12458 of 23rd December 1926, I have to inform you that when the large Chawl Schemes were started, steel had to be brought from England in ship-load consignments and the Chief Engineer found it necessary to store his steel wherever there was room. Work had to be started in a hurry in order to complete the Chawls in the given time and, to my actual knowledge, steel was constantly moved about as positions became available.

On the recent check of steel stored in various Schemes ordered last June, there was found to be a total surplus of nearly 33 tons. The supposed shortage under the heading of Mahars', Kalapani and Peons' chawls is sufficiently covered by the excess found on final stock-taking of mild steel bars. There is, therefore, no shortage to be explained and apparently no sanction of the Improvements Committee is necessary to be taken in this connection. This may please be explained to the Government Examiner with reference to your personal interview with him on Friday the 4th instant."

Re : Hard Lump Cement—being the balance of cement stored in Scheme 32—East Agripada—Shortage of 1 ton 4 cwt. 1 qr. 8 lbs.

Engineer's No. 12459, dated 23rd December 1926 :—

"In August 1922, the Sub-Engineer in charge reported that out of 2,700 tons of cement stored in godown, there remained a balance of 24 ton 8 cwts. 1 qr. 18 lbs. which was all in hard lumps. Some of this was used for very inferior work and the actual quantity of balance was ascertained to be 15 tons against a book balance of 16 ton 4 cwts. 1 qr. 8 lbs. Perished cement is practically worthless unless there is a pulverizer available, and it seems to me quite unnecessary to suppose the apparent shortage of 1 ton 4 cwts. 1 qr. 8 lbs. due to any cause other than the multiplication of many small errors in filling up the bags.

The Book balance was accordingly reduced to 15 tons and I have accordingly to request the favour of your obtaining Improvements Committee's approval to the same."

Re : Hard Lump Cement Account of Scheme 53, Foras Road.

(Shortage of 142 tons, 8 cwts., 2 qrs., 11 lbs.)

Engineer's No. 12460, dated 23rd December 1926 :—

"After consuming all the cement received on works Scheme 53 Foras Road Chawls, there was a balance in the Shape of hard lumps. This was partly loose and partly filled in bags and the total quantity was taken as 3,000 bags or 150 Tons, and transferred from the Chawl account to "Stores in Stock-Suspense Account" in February 1923. Out of these 3,000 bags, cement to the extent of 1413 bags was issued on works in other schemes from time to time upto 3-5-24, when the book balance of 1587 bags was finally issued to Asphalt Works. The quantity so sent was accepted by Asphalt by actual weight as tons 36, cwts. 18, qr. 1, lbs. 17 against the standard weight of tons 79 cwts. 7. This shows that the actual weight of the 3,000 bags transferred from Foras Road Chawls to Suspense Account was not 150 Tons as originally taken according to the standard weight, but that its actual weight must have been less by 42, tons 8 cwts. 2 qrs. 11 lbs. ; and thus the Chawl Account got a credit of tons 42 cwts. 8 qrs. 2 lbs. 11 or Rs. 1,697-3-0 more at the time of original adjustment by debit to "Stores in Stock Suspense Account." This excess debit of Rs. 1,697-3-0 to "Stores in Stock Suspense Account" was accordingly written back under late Chief Engineer's orders in the accounts for March 1926.

In this connection it may be stated that since the material (hard lump cement) was to go on our own works it was not deemed necessary to go to the expense of weighing the bags. It is fully understandable that perished cement when put into bags holding



a nominal weight of 112 lbs. would weigh considerably less than this owing to the awkward shape of the lumps. Moreover as workmen do not like moving loads of 1 cwt. it is possible that these bags were very much underfilled. In any case perished cement is practically worthless unless there is a pulverizer available; and it seems quite unnecessary to suppose the apparent shortage due to any cause other than the multiplication of many small errors in filling up the bags. When the balance was transferred to Asphalt Works, the bags were actually weighed and not taken by number according to standard weight, and hence the necessity for the write back of the excess debit of Rs. 1,697-3-0 in the accounts for March 1926 as above referred to.

I have accordingly to request the favour of your obtaining Improvements Committee's approval to the above adjustment."

Re : Shortage of 42 Tons., 8 cwt., 2 qrs., and 11 lbs. in the Hard Lump Cement  
account of Scheme 53, Foras Road.

Engineer's No. 2494, dated 10th March 1927:—

"In continuation of this office No. 12460 of 23-12-1926 forwarding my report regarding the above shortage, I have to state that the opening balance taken as 3,000 bags or 150 tons as therein referred to was a part of 607 tons referred to as wastage in the revised estimates of scheme 53 sanctioned in T. R. No. 701 of 1923. The shortage ascertained by actual weight of the last balance from these 3,000 bags made over to Asphalt, forms part of the wastage already sanctioned by the Board and forms no part of the quantity of cement actually used in construction of the Chawls. The Examiner, Outside Audit, may please be informed accordingly with reference to your personal interview with him on Friday the 4th instant."

Engineer's No. 804, dated 25th January 1927:—

"I am forwarding herewith a statement showing details of certain stores such as M. S. Bars, Metal, Timber, Cement &c. from which it will be seen that some of the issues on works were not shown on the issue side of the Stock Books. When the entire stock was checked at the time of preparing the revised estimate for Worli scheme, the balance in the Stock Ledger did not agree with the stock on site. To check the issues shown in the Stock Ledgers, detailed actual measurements of work done were taken and the quantities of materials actually required for the work done were estimated and the accompanying statements A to F were prepared to set the stock books right. It may be pointed out that the cause of these discrepancies between the quantities issued and the quantities consumed lies in the magnitude of the Worli schemes and in the speed at which the various sections were carried out simultaneously, and that stores which were unloaded directly on the site of expected consumption were sometimes used up without a report being furnished to the Store-keeper in every case.

Thus it is certain that though the materials were actually used on the works, they were not shown in the books as having been issued. The correct issues on works have now been determined as per actual measurements. I am satisfied as regards the correctness of the measurements and of the quantities and have accordingly to request the favour of your obtaining Improvements Committee's sanction to the short issues being accounted for in the Stock Ledger as shown in the 'Remarks' column of the statement."

Stores Reconciliation, Scheme 52, Worli.

Material.	Stock in hand as per measurement to be carried forward as from dates shown in column 1.	Issued to works as per Stock Ledger.	Issued outside of scheme as per Stock Ledger.	Total of columns 2, 3 & 4.	Total quantity received as per Stock Ledger Books.	Difference of 6 & 5 to be accounted for.	Quantity actually used on works as ascertained by actual measurements.	Issues not in Stock Ledger. Difference of 8 and 3.	Remarks.
1	2	3	4	5	6	7	8	9	10
	Tons. cwt. qr. lbs.	Tons. cwt. qr. lbs.	Tons. cwt. qr. lbs.	Tons. cwt. qr. lbs.	Tons. cwt. qr. lbs.	Tons. cwt. qr. lbs.	Tons. cwt. qr. lbs.	Tons. cwt. qr. lbs.	
¾" O. M S. Bars (31-12-24).	53 5 1 14	41 4 1 13	0 1 2 22	94 11 1 21	119 18 2 9	25 7 0 16	66 11 2 1 (Vide Statement A)	25 7 0 16	25 tons, 7 cwt. 0 qrs. & 16 lbs. can be shown as issued to works.
Metal (31-10-25)	1,136 Brass.	4973 Brass.	6,018 Brass.	12,127 Brass.	19,566 Brass.	7439 Brass.	12,412 Brass. (Vide Statement B.)	7439 Brass.	7439 Brass can now be shown on the issue sides.
Tree guards (31-12-25)	Nil	353 Nos.	Nil	353 Nos.	1412 Nos.	1059 Nos.	1412 Nos. (Vide Statement C.)	1059 Nos.	1059 can now be entered in Books as issues.
Manhole frames and covers (31-12-25).	252 Nos.	496 Nos.	Nil	748 Nos.	499 Nos.	(A) 249 Nos. (Excess.)	496 Nos. (Vide Statement D)	Nil.	(A) 249 Nos. cast in Scheme workshop and not shown on the receipt side but directly transferred on works to be shown on receipt side.
Cement ...	Shortage of 3,762 bags is accounted for as under : — On actual stock taking on 10th April 1925, it was found that 954 bags were in excess of the balance shown in the stock books. Damaged cement was transferred to asphalt plant in October 1925, (weighing 52 tons 14 cwt. and amounting to 1268 bags but hitherto has not been posted). Caked cement lying on Work Scheme ... ..				954 Bags.				
					1268 Bags.				
					1540 Bags.				
					3762 Bags.				
Timber ...	200 C ft.	479 C.ft.	995 C ft.	1674 C.ft.	2793 C.ft.	1119 C.ft.	1598 C ft. (Vide Statement E.)	1119 C ft.	611 C.ft. for wedges, for trusses and packing, pieces which when released could not be reutilised. 508 C.ft. was waste in cutting to sizes and sawing for scheme No. 37, which may now be shown as issued to works.
S. W. Pipes ...	18130 R.ft.	41379 R.ft.	4688 R.ft.	64197 R.ft.	68787 R.ft.	4590 R.ft.	45969 R.ft. (Vide Statement F.)	4590 R.ft.	4590 R.ft. can now be shown in the books as issues.
S. W. Junctions	1349 Nos	51 Nos.	Nil	1400 Nos	1472 Nos	72 Nos.	123 Nos. (Vide Statement F.)	72 Nos.	72 Nos. broken can now be shown in the books as issues.

**Scheme No. 52.**

**Statement "A"**

**Account of 1" Rods.**

**Road Work—**

120' Road No. 1	...	...	35,000 Sq. ft.
100' " " 10	...	...	2,200 "
100' " " 1	...	...	108,382 "
80' " " 10	...	...	66,500 "
			<u>212,082 Sq. ft.</u>

	Cwt.	Tons.	Cwt.	Qrs.	Lbs.
212,082 Sq. ft. at 0'4215 lbs. per sq. ft. =	798	39	18	0	0

**Bridge Work—**

For parapet walls Pylons, excluding lamp columns as determined from drawings...	4'51 Tons.				
Add for elevation features	0'5 "				
	<u>5'01 "</u>	5	0	0	12

**Tunnel—**

For 223 R.ft. at 8'8 lbs. per R.ft.					
223 × 8'8 = 1962 lbs.		0	17	2	2

**Retaining Walls—**

For 251 R.ft. at 3'85 lbs. per R.ft.					
251 × 3'85 = 965 lbs.		0	8	2	13

**R. C. Pipes—**

9"					
164 Nos. at 14'08 lbs. per each	... = 2310 lbs.				
18"					
574 Nos. at 30'8 lbs. per each	... = 17679 "				
24"					
832 Nos. at 30'8 lbs. per each	... = 25625 "				
	<u>45,614 "</u>	20	7	1	2
		<u>66</u>	<u>11</u>	<u>2</u>	<u>1</u>

## Scheme 52.

## Statement "B".

Statement showing quantity of metal required upto 31st October 1925.

Road No.	Width of carriage way.	Average length.	Quantity of metal.	Remarks.
	Feet.	Feet.	C.ft.	
1	70	4,600	1,74,346	
10	60	1,076	30,784	
5	60	5,738	1,72,907	
3A	60	32,121 (Sq. ft.)	24,517	
10	50	1,786	44,118	
13	36	3,422	1,27,120	
5B	36	1,820	62,347	
5A	30	688	14,951	
3	20	3,915	54,680	
4	20	2,661	37,575	
5C	20	421	5,900	
11	20	4,600	84,336	
12	20	2,669	48,936	
13A	20	815	11,445	
13B	20	664	9,314	
Love G. Road	60	2,126	63,471	
1	24	3,669	29,352	
	10	173	576	
5	10	147	491	
13	7	3,194	7,453	
12	5	2,060	3,433	
		Total ...	10,08,052	

## Storm Water Drains.

Size.	Length.	Quantity.	Remarks.
		C.ft.	B. F. 10,08,052 Cft.
1'-6" x 1'-6"	1,816	39,880	
1'-6" x 2'	2,440	8,237	
2' x 2'	4,736	17,770	
2' x 2'-6"	2,114	8,718	
2' x 3'	952	3,925	
3' circular.	1,507	24,970	
3'-6" "	2,103	32,141	
6'-6" x 4'-6"	532	10,912	
18" R. I. F.	1,672	2,391	1,48,944
Water gullies.	564 Nos.	7,165	7,165
Pipe sewer man-holes.	255 "	25,400	25,400
Encasing 9" P. S.	6,981 R.ft.	5,445	
" 12"	449 "	449	
" 15"	1,652 "	1,949	
" 18"	1,725 "	3,313	
" 24"	660 "	2,416	
" 30"	480 "	6,375	
" 24" R.I.F.	1,704 "	3,869	
			23,816
			12,13,377 C.ft.
		Total for Road Work including S. W. Drains & pipe sewer.	12,134 Brass.

*Sea Wall—*

Metal required for sea wall.

Length  $5469 + 750 = 6,219$  R.ft.  
 $6219 \times 2'37 = 14,739$  C.ft.

	Cement Concrete.
Toe	1'39
String	
Course	0'35
Coping.	0'63
	<hr/>
	2'37

=147 brass.

*Retaining Wall—*

Metal required for :—

Lime concrete for R. C. Wall	... 1'75' × 451'5	=790'12 C.ft.
For lime concrete for Masonry wall	... 3'5 × 1 × 2111'5	=7390'25 "
For (cement) concrete for R. C. Wall	... $\frac{2'86 + 1'03}{2} \times 451'5$	= 870'20 "
		<hr/>
		9,058'57 "

=91 brass.

*Tunnel—*

Metal required for blocks of lining the tunnel, area of Cross Section of lining 14 sq. ft.

Length lined ... .. 223 R.ft.  
 $223 \times 14 =$  C.ft. 3,122

Metal required for encasing pipe sewer in tunnel.

For 223 R.ft. ... ..  $223 \times 2'75 = 613$   


---

3,735 C.ft.

Say 40 brass, including

Metal required for filling in pot holes, etc., for tunnel lining.

Quantity of metal required for road work including storm water drain and pipe sewers (vide page 2)	... ..	12,134 Br.
For sea wall (vide page 3)	... ..	147 "
For Retaining walls (vide page 3)	... ..	91 "
For Tunnel (Vide page 3)	... ..	40 "
		<hr/>
		12,412 "

## Scheme No. 52.

## Statement "C".

Statement showing the numbers of tree guards on different roads, on 31st December 1925:—

Road No.					Nos. of treeguards.
Road No. 5	...	...	...	...	230
Road No. 5A	...	...	...	...	37
Road No. 5B	...	...	...	...	103
Road No. 5C	...	...	...	...	18
Road No. 11	...	...	...	...	295
Road No. 12	...	...	...	...	154
Road No. 13	...	...	...	...	195
Road No. 1	...	...	...	...	119
Road No. 3	...	...	...	...	86
Road No. 10 (100')	...	...	...	...	50
Love Grove Road	...	...	...	...	83
Road No. 10 (80')	...	...	...	...	42
				Total	1,412

## Scheme No. 52.

## Statement "D".

Statement showing the numbers of man-hole frames and covers used on different roads as on 31st December 1925:—

Road Nos.	P. S. Man-holes.	S. W. D. Man-holes.	Total Nos.
Road No. 1	34	Nil	34
Road No. 3	31	32	
Road No. 3A	1	1	2
Road No. 4	17	22	39
Road No. 5	40	42	82
Road No. 5A	6	4	10
Road No. 5B	16	13	29
Road No. 5C	Nil	2	2
Road No. 10 (80')	13	14	27
Road No. 10 (100')	8	9	17
Road No. 11 (South of Road 5B)	17	18	35
Road No. 11 (North of Road 5B)	20	20	40
Road No. 12	21	21	42
Road No. 13	14	22	36
Road No. 13A	4	6	10
Road No. 13B	Nil	6	6
Love Grove Road	Nil	22	22
	Total		
	242	254	496

## Scheme No. 52.

## Statement "E".

## Timber Account.

Quantity of Teakwood received 2793 C.ft. as per indents from time to time.

Nos.	Length.	Breadth.	Thickness.	Quantity.	Remarks.	
				C.ft.		
264	7'-9"	12"	5"	853	Scantlings for Trust members for supporting the centering.	
48	7'-9"	8"	5"	103		
48	11'-0"	8"	5"	147		
96	3'-5"	5"	5"	50		
48	5'-9"	5"	5"	48		
48	6'-6"	5"	5"	54		
48	8'-0"	5"	5"	67		
48	8'-6"	5"	5"	71		
96	9'-6"	5"	5"	158		
96	10'-9"	5"	5"	179		For cross-runner for supporting the decking centering.
310	7'-6"	7"	4"	452		
1150				2182 C.ft.		
176	5'-0"	9"	8"	440		For wedges for packing and releasing the trusses. Packing pieces between bottom rails of trusses.
550	3'-0"	6"	2"	171		
				611		
				2793 C.ft.		

611 C.ft. Utilized for wedges and packing pieces which could not be re-utilized in any way, it being torn by nailing, etc., and being alternately wet and dry for over two months, was absolutely useless when released.

2182 " Timber received from truss members, etc.

1674 " Of useful timber was obtained on release of the centering, 995 C.ft. being supplied to Scheme 37 chawls and 479 C.ft. used in the scheme and 200 C.ft. balance in stock.

508 " Wastage was due to cutting off of ends of members to get useful sizes and part wastage in sawing to required sizes, &c. Ends of members of trusses had holes for gusset plates. About 1' at each end having holes had to be cut off to get sizes for re-use.

611 + 508 = 1,119 C.ft. Total wastage may now be shewn as issued to the works.  
479 C.ft. used on works.

1,598 C.ft.



Scheme No. 52. Statement F.  
Statement of Stone Ware Pipes.

Size of S. W. Pipes.	Issues as per Stock Book upto 31st December 1925.	Actual balance, in stock as on 31st December 1925.	Issues to other schemes.	Total of columns 2, 3 & 4.	S. W. Pipes received as per ledger.	Difference in columns (6-5).	S. W. Pipes required as per actual measurement of work completed.	Remarks.
1	2	3	4	5	6	7	8	9
	R.ft.	R.ft.	R.ft.	R.ft.	R.ft.	R.ft.	R.ft.	R.ft.
9"	31,912	10,946	2,040	44,898	46,404	-1,506	33,366	Pipes actually used ... 43026
12"	2,232	2,810	1,838	6,880	6,335	+545	1,648	Balance ... 18130
15"	1,780	599	100	2,479	4,310	-1831	1,831	Issued to other schemes ... 4688
18"	1,407	525	...	1,932	2,807	-875	1,890	65844
24"	857	3,160	710	4,727	4,783	-56	736	Receipt ... 68787
6"	3,191	90	...	3,281	4,148	-867	3,555	65844
total ...	41,379	18,130	4,688	64,197	68,787	-4,590	43,026 2,943 45,969	2943 i.e., 4.2% Breakage. Due chiefly to cutting of pipes to suit the requisite length between manholes and to shifting of stores from one site to another.
junctions								
1' x 6"	50 Nos.	956 Nos.	...	1,006 Nos.	1,029 Nos.	-23 Nos.	50 Nos.	} 72 Junctions were broken.
1' x 6"	1 "	53 "	...	54 "	58 "	-4 "	1 "	
1' x 6"	...	27 "	...	27 "	28 "	-1 "	...	
1' x 6"	...	56 "	...	56 "	89 "	-33 "	...	
1' x 9"	...	9 "	...	9 "	16 "	-7 "	...	
1' x 6"	...	239 "	...	239 "	243 "	-4 "	...	
1' x 6"	...	9 "	...	9 "	9 "	...	...	
total ...	51 Nos.	1349 Nos.	...	1,400 Nos.	1,472 Nos.	-72 Nos.	51 Nos. 72 " 123 Nos.	Broken.

On the suggestion of Dr. Viegas it was resolved—

**Resolution 173.**—Referred to the Finance and Establishment Sub-Committee for consideration and report.

9. Re: Accounts of 1925-26—excesses over Budget grants.

Considered Chief Accountant's note, dated 16th March 1927 :—

" Section 103 (1) of the Trust Transfer Act of 1925 provides that save in cases of pressing emergency no sum exceeding five thousand rupees shall be expended by or on behalf of the Board unless such sum is included in some estimate at the time in force which has been finally sanctioned by the Board, or is included in an amount payable by the Board under a decree of the High Court of Bombay and Clause (2) thereof provides that if any sum be so expended the circumstances shall be forthwith reported by the Committee to the Board together with an explanation of the manner in which it is proposed by the Committee to cover such expenditure.

It is doubtful whether the provision relates only to cash payments or whether it includes adjustments also. The matter was therefore referred, unofficially, to the Government Examiner and as he is of opinion that the provision covers excesses due to any cause the following report is submitted.

(a) Capital Account; Expenditure—Scheme No. 53 Foras Road Chawls.

The actual expenditure appearing in the books during 1925-26 is Rs. 63,501 as against a budget grant of Rs. 25,000. The excess of Rs. 38,501 was due to an adjustment made during the year on account of cement drawn from stock during the previous year when the budget grant amounted to Rs. 51,000 and only Rs. 3,733 was debited against the scheme.

The extra expenditure was covered by crediting 'Stores in Stock' suspense account.

(b) Capital account Expenditure—Improvement and Street Schemes. Scheme No. 43. Parel Road Central.

The actual expenditure appearing in the books during 1925-26 is Rs. 1,11,941 as against the budget grant of Rs. 1,05,000. The excess expenditure was therefore Rs. 6,941 and was accounted for by debiting the scheme with Rs. 3,345 on account of rent free occupancies sanctioned in Trustees' Resolution No. 35, dated the 26th January 1926 and with Rs. 4,825 the cost of asphalt work done in the previous years.

The excess was covered by crediting revenue with Rs. 3,345 and asphalt suspense with Rs. 4,825.

(c) Capital Account Expenditure—Improvement and Street Schemes—Scheme No. 58—Worli Extension—

The Balance Sheet for 1925-26 shews an expenditure of Rs. 14,092 as against an original budget grant of Rs. 1,000.

This provision was based as under—

	Rs.
Estimated provision ... ..	1,18,130
<i>Less—</i>	
Cost of the construction of the Love Grove Road payable by the Municipality ... ..	1,17,130
	1,000

The actual cost of work done in the year was Rs. 1,08,837 as against the provision of Rs. 1,18,130 and thus there was a saving of Rs. 9,293.

The cost of the work done for the Municipality in 1924-25 and 1925-26 was however debited in the books to—

				Rs.
Capital account, Scheme 58	...	...	...	94,745
Asphalt suspense	...	...	...	22,385
				1,17,130

and consequently the cost when paid by the Municipality had to be credited to those heads of accounts with the result that the estimated credit was reduced by Rs. 22,385 minus saving on the work viz. Rs. 9,293 = Rs. 13,092 the amount by which the original budget grant of Rs. 1000 was exceeded. The excess was covered by credit to asphalt.

(d) Capital Account expenditure—Improvement and Street Schemes, Scheme No. 61—Fergusson Road.

The accounts for 1925-26 shew that Rs. 51,739 was spent against a budget grant of Rs. 44,104. The excess of Rs. 7,635 was due mainly to a sum of Rs. 6,705-3-7 received on the 30th March 1926, from Government in the Development Department on account of the construction of road No. 13B having been credited to Scheme 52 (the adjoining scheme) instead of to Scheme 61. The account was set right by adjustment in 1926-27."

**Resolution 174.**—The report of excesses over the Budget grants for the year 1925-26, is approved and should be submitted to the Board as required by Section 103(2) of the Trust Transfer Act, with a recommendation that the same be sanctioned.

10. Re: Letter No. O. A. 10-611, dated 15th March 1927, from the Examiner, Outside Audit—re: his remarks on the recovery effected by Mr. Fonseca, late Estate Superintendent, Land Manager's Department from the tenant of Scheme 57, Sewri-Wadala Case No. 431.

(Ref: T. R. 685/23.)

"I have the honour to invite attention of Committee's Resolution No. 59, dated the 29th June 1926, and to bring to your personal notice that this department has not yet received any communication on the subject matter of the letters noted in the margin, although reminders were issued on the 3rd February 1927. In fact, it is understood that these letters have not yet been placed before the Improvements Committee.

2. In this connection, I beg to mention that it is only after very careful consideration that letters are addressed to the Chairman of the Improvements' Committee by the Departments of the Office of the Accountant General and as such letters are written directly or indirectly in pursuance of the provisions of section 105 (3) of the Trust Transfer Act, it is taken that such communications will, in future, be dealt with under the orders recently issued in the Committee's Resolution No. 85, dated the 8th February 1927."

**Resolution 175.**—Recorded.

**11. Re: Establishment—Land Manager's Department—Mr. E. L. Narasimham—  
Overseer retrenched—request for reinstatement and grant of balance  
of furlough.**

( Ref. C. R. 26, dated 11th January 1927. )

Considered the following :—

(a) Mr. Narasimham's application, dated 3rd March 1927 :—

“ Humble petition respectfully sheweth,

That the undersigned was appointed as an overseer on the permanent establishment on your Land Manager's department on 7th July 1922 and because of efficiency of his work, was recommended for double advanced increments at the time of confirmation.

Later in 1925 he was retrenched. He had made representation, dated 26th August 1926, raising amidst other points his main contention, that while some of his juniors were left untouched, despite his seniority, he was wrongly retrenched on the ground that he was junior and that further all leave due to him as per Trust service rules in force at the time of the said retrenchment was not given to him.

In short the points raised, the recommendations made therein and the decision arrived at by the Improvements Committee are as follows :—

Points raised.	Recommendations.	Decision.
(1) Seniority of undersigned. (Main point raised.)	Not at all touched. Merely passed over.	No reason to alter prior decision as per Committee's resolution No. 68 of 1925.
(2) Leave, etc., due to him as per Trust's own rules.	As per Chief Officer's note of 18th September 1926 and C. S. R. quoted therein undersigned was entitled to— (1) 3 months' notice. (2) Compensation at 1 month's leave for every complete year of service.	

At the Improvements Committee meeting of 28th September 1926, seeing the justice of my case, Mr. Nariman raised a point whether if all leave due under Trust's service rules on the date of retrenchment were given to the undersigned how the general case would be affected. After prolonged delay the decision was reached simply not taking into account the undersigned's claims on the merits, without deciding the legality of my claim or otherwise, fearing perhaps that similar claims might come up, if my case was considered sympathetically.

The main question of seniority raised by undersigned was merely passed over and even the subsidiary point regarding leave and compensation due to the undersigned has been decided even against the Civil Service Regulations by setting off leave earned by him against what accrues to him as per Civil Service Regulations quoted in Chief Officer's note, dated 16th December 1926.

It may be permitted to submit that the leave due exclusively belongs to the undersigned without leaving any residual right behind to unsettle it, once it has been earned and credited to the account of the person who has earned it, as it is in the case of the undersigned.

Thus, even recommendations made by the Chief Officer and as per Civil Service Regulations have been nullified to the detriment of the undersigned.

Therefore the undersigned prays that the main question of seniority on which the retrenchment of the undersigned was based may please be gone through and also that the leave due to him as per service rules in force on the date of retrenchment and compensation, notice, etc., in accordance with Civil Service Regulations may be sanctioned and justice rendered.”

(b) Chief Officer's note, dated 24th March 1927 :—

" This petition is addressed to the Board but under Section III(3) the matter is one that should be dealt with by the Committee.

The Committee have already considered two representations by Mr. Narasimham and on the 11th January last they passed the following resolution :—

'RESOLUTION 26.—The report of the Chief Officer, dated 16th December 1926, is recorded and Mr. Narasimham should be informed that the Committee see no reason to comply with his request.'

I suggest that Mr. Narasimham be informed that the matter has been fully considered and that no further action can be taken in the matter."

Proposed by the Chairman that the letter be forwarded to the Board with a recommendation that Mr. Narasimham be informed that the matter has been fully considered and that nothing further can be done in the matter.

Dr. Viegas suggested that the matter should be investigated and the applicant should be called at a meeting of the Committee or of the Finance and Establishment Sub-Committee to explain his case.

The Chairman pointed out that the matter was once before postponed as desired by Mr. Horniman and was considered at the subsequent meeting of the Committee. No further action was therefore necessary.

Dr. Viegas thereupon moved an *amendment*.

" That the petition be referred to the Finance and Establishment Sub-Committee for consideration and report and the applicant be called to attend the meeting of the said Committee to explain his case."

Mr. Hoosenally observed that the applicant was retrenched by the old Board and the case was fully considered by the Committee on representation by the applicant. He was therefore of opinion that no further consideration was necessary.

The Chairman thereupon put the *amendment* of Dr. Viegas to vote and it was *lost*.

The original proposition having then been put to the vote was *carried* and it was resolved—

**Resolution 176.**—The petition should be forwarded to the Board with a recommendation that Mr. Narasimham be informed that the matter has been fully considered and that nothing further can be done in the matter.

12. Re : Establishment—Secretary's Department—Application by late cashier,  
B. I. T.—Mr. K. N. Griffiths, for payment of gratuity.

( Ref. T. R. 86/26. )

Considered the following :—

(a) Chief Accountant's note, dated 26th March 1927 :—

" Mr. Khodabux Nusserwanjee Griffiths, Cashier in my Department, is on long leave from 1st April 1926, preparatory to retirement and will retire from 1st April 1927. He now applies for the gratuity admissible to him under our gratuity rules.

He was born on 9th March 1862 and attained the age of 55 on 9th March 1917.

He joined the Trust service on 1st December 1898 and his total service on 31st March 1927, will thus be 28  $\frac{1}{3}$  years.

His last pay was Rs. 250 plus personal allowance of Rs. 70 and the amount of gratuity admissible to him will, therefore, be Rs. 3,200.

Mr. Khodabux has rendered good, efficient and faithful service and the gratuity applied for is, therefore, recommended.

The grant of gratuity requires the sanction of the Improvements Committee."

(b) Chief Officer's note, dated 26th March 1927 :—

"I agree with the recommendation made by the Ag. Chief Accountant."

After discussion the Committee resolved, Dr. Viegas alone dissenting—

**Resolution 177.**—Sanction is accorded to the grant to Mr. Khodabux Nusserwanjee Griffiths of a gratuity of Rs. 3,200.

13. Re: Establishment—Land Manager's Department—Application, dated 16th March 1927, by Mr. R. R. Wadia, late Chief Clerk and Accountant, for payment of his Provident Fund monies including gratuity.

( Ref. T. R. 86/26 . )

Considered the following:—

(a) Chief Accountant's note, dated 25th March 1927 :—

" Mr. R. R. Wadia, Chief Clerk and Accountant on permanent Establishment under the Land Manager, is on privilege leave for 4 months from 1st December 1926 preparatory to retirement and will retire from 1st April 1927, on the expiry of his leave. He now applies for the gratuity admissible to him under our gratuity rules and the Land Manager recommends it.

He was born on 13th September 1866 and attained the age of 55 on 13th September 1921.

He joined the Trust service on 1st December 1898 and his total service on 31st March 1927, will thus be 28  $\frac{1}{3}$  years. His last pay was Rs. 400 per month and the amount of gratuity admissible to him will therefore be Rs. 4,000. The grant of gratuity requires the sanction of the Improvements Committee."

(b) Chief Officer's note, dated 26th March 1927 :—

" I agree with the recommendation."

**Resolution 178.**—Sanction is accorded to the grant to Mr. R. R. Wadia of a gratuity of Rs. 4,000.

14. Re: Establishment—Secretary's Department—application by Mr. B. L. Mitra, Junior Clerk—for an advance of Rs. 100 from his Provident Fund account.

Considered Chief Accountant's note, dated 25th March 1927 :—

" Mr. B. L. Mitra, a junior clerk in my department, has applied for an advance of Rs. 100 from his Provident Fund subscription to meet the expenses incurred in connection with his wife's illness and has produced a medical certificate in support of his application.

He joined the Trust service on 14th June 1922 and his present pay is Rs. 125 plus Rs. 20 war allowance.

He has had advances from his Provident Fund subscription as under :—  
 1st Advance of Rs. 120 paid in January 1925 and repaid in November 1925.  
 2nd Advance of Rs. 150 paid in February 1926 and repaid in December 1926.

A sum of Rs. 557-13-5 stands to the credit of the applicant in the Provident Fund Account as his subscription and thus an advance of Rs. 100 now applied for is admissible.

As twelve calendar months have not elapsed since the complete recovery of the last advance the grant of the present advance would require the sanction of the Improvements Committee. In case the advance is sanctioned, the recovery will be effected in 5 monthly instalments."

**Resolution 179.**—Sanction is accorded to the grant to Mr. B. L. Mitra of an advance of Rs. 100, out of his Provident Fund subscription repayable in 5 monthly instalments.

15. Re: Establishment—Engineer's Department—Mr. B. P. Wadke, Sub-Engineer.

Considered Chief Officer's note, dated 28th March 1927 :—

"With reference to the Committee's Resolution No. 126, dated the 28th ultimo, asking me to report further in this matter, I have the honour to observe that I advised Mr. Wadke to address a further letter to the Committee asking that in the event of its being decided that he must go on the ground that there is no work for him he should be permitted to resign under Section 112 as by so doing he would obtain additional leave. He does not desire to do so as he is still of opinion that he possesses qualifications superior to some of the men proposed to be retained. I am satisfied that he has not and that he is not fitted to do the work required of them.

2. In the circumstances, I suggest that Mr. Wadke be informed that he will be given notice on the 31st instant unless in the meantime he has submitted his resignation under Section 112.

3. If Mr. Wadke is retrenched he will get 3 months and 12 days leave on full pay and 3 months and 18 days on half pay. If he resigns he will get 6 months and 19 days on half pay in addition to the 3 months and 12 days on full pay."

Proposed by the Chairman—

"That the suggestion made by the Chief Officer in para. 2 of his report, dated 28th March 1927, be approved.

That leave be granted to Mr. Wadke, in accordance with para. 3 of the said report."

Mr. Silam moved that consideration of the matter be postponed.

Mr. Neilson observed that he did not see any reason to postpone consideration.

The Chief Officer explained that after the last discussion he sent for and explained the position to Mr. Wadke. Mr. Wadke had sent him a letter, dated the 16th March, as a result of which he had seen him again after which he wrote the note which was now before the Committee. He observed that he had just received a request to lay the letter of the 16th March before the Committee."

The motion by Mr. Silam was then put to the vote and was *lost*.

Mr. Silam thereupon desired that the letter, dated 16th March 1927, received from Mr. Wadke should be read.

The Chairman read the said letter and Mr. Silam further moved that Mr. Wadke a senior Sub-Engineer be retained in the Trust service and the Chief Officer be requested to report if retrenchment could not be effected from amongst the Sub-Engineers junior to Mr. Wadke.

This motion on being put to the vote was *lost*.

The original proposition on then being put to the vote was *carried* and it was resolved—

**Resolution 180.**—The suggestion made by the Chief Officer in para 2 of his report, dated 28th March 1927, is approved.

2. The leave should be granted to Mr. Wadke in accordance with para 3 of the said report.
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Consideration of the three notices of motion included in the Agenda for the meeting was postponed.

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16. The Chairman stated that as Mr. C. P. Gorwalla, the Secretary and Chief Accountant of the Trust, was due to resume his duties on 1st April 1927, this would be the last meeting which Mr. Narayan Trimluck Chawathey would attend as Acting Secretary and Chief Accountant. He desired to place on record his entire satisfaction of the manner in which Mr. Chawathey had performed his duties and observed that he was an asset to the Committee.

Dr. A. G. Viegas joined the Chairman in his appreciation of Mr. N. T. Chawathey's excellent service.

The Chief Officer also desired to associate himself with the Chairman's remarks.

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17. The following documents were executed :—

(1) *Debentures*—

*For the Bank of India Limited*—

Two debentures of the loans of 1905 & 1907 for Rs. 1,000 each in lieu of two cancelled.

(2) *Lease and Counterpart to*—

(i) Messrs. T. R. Pratt (Bombay) Limited, *re*: plot No. 100B, Gamdevi Estate.

(ii) Mr. Dorab Bomanjee Mody, *re*: plot No. 620, Dadar-Matunga Estate.

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**18.** The following papers were laid on the Table :—

1. Purchase orders sanctioned by the Chief Officer under Section 22(1) of the Act.
2. Work orders sanctioned by the Chief Officer under Section 22(1) of the Act.
3. Sale of materials sanctioned by the Chief Officer under Section 22(1) of the Act.

# Bombay Improvement Trust.

ESPLANADE ROAD,  
Bombay, 5th April 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 4-10 P.M. (S.T.) there were—

PRESENT :

1. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., *Chairman.*
2. DR. K. E. DADACHANJI, L.M. & S.
3. DR. ACCACIO G. VIEGAS, L.M. & S.
4. DR. S. S. BATLIWALA, L.M. & S., F.C.P.S.
5. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
6. MR. S. L. SILAM, B.A., LL.B.
7. MR. B. G. HORNIMAN.
8. MR. NAOROJI M. DUMASIA.  
THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
10. MR. HOOSENALLY M. RAHIMTOOLA, B.A.
11. SIR REGINALD SPENCE, KT.
12. MR. S. B. BILLIMORIA, M.B.E.
13. MR. R. D. BELL, C.I.E., I.C.S.
14. MR. W. H. NEILSON, O.B.E.
15. MR. GANPAT KRISHNAJI BORADE.  
MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meeting held on 29th March 1927 were signed.

At the outset the Chairman congratulated Dr. Batliwalla on his being elected President of the Corporation, and welcomed Sir Reginald Spence and Mr. Bell.

1. Re: Scheme 52—Worli Koliwada—Representation from Messrs. Pedro Pawshaw Patil and others—Kolis of Worli-Koliwada.

(File No. Mis. 230/20.)

Considered the following:—

(a) Petition, dated 21st March 1927, from Messrs. Pedro Pawshaw Patil and others:—

“As directed by the meeting of the residents of Worli-Koliwada held on Sunday the 20th March 1927, we the undersigned Patils of Worli-Koliwada, beg to lay before you the following few lines for your kind and favourable consideration.

We understand that a provision of Rs. 3,00,000 has been made in this year's budget for the acquisition of Worli-Koliwada—Scheme No. 52. The Kolis have learnt with regret that you propose to proceed with the scheme and emphatically protest against the same. In doing so we have to draw your kind attention to our former

petitions and we have every hope that you will please favourably consider our petitions and remove the anxiety of we, the poor residents of this locality. We have also to request you to kindly give us an opportunity to interview the members of the Sub-Committee which is considering our petitions and further to request you to take no steps without the report of the said committee is approved by the Board.

Thanking you in anticipation."

(b) Chief Officer's note, dated 28th March 1927:—

"It is proposed to inform the Kolis that the matter is still under consideration and that the Committee do not consider it necessary to interview them at present."

The Chairman proposed—

'That the petitioners be informed as proposed by the Chief Officer.'

Mr. Hoosenally suggested a rider to the proposition that the Improvements Sub-Committee be requested to expedite their report. The rider was accepted by the Chairman.

Dr. Viegas moved an amendment that the petitioners be informed that the Committee is not in favour of recommending the Board to proceed with the acquisition of the land.

The Chairman ruled the amendment out of order on the ground that the Board has referred the matter to the Committee for report and the Committee had referred the matter to the Sub-Committee and that it was not therefore fair on the part of the Committee to decide that the land should not be acquired.

The original proposition on being put to the vote was carried, Dr. Viegas, alone dissenting.

**Resolution 181.**—The petitioners should be informed as proposed by the Chief Officer and the Improvements Sub-Committee requested to expedite their report.

2. Re: *Suparibaug Estate—set-back land on Elphinstone Road.*

(File No. Mis. 265/27. T. R. 84/1918.)

Considered the following:—

(a) Estate Agent's letter No. 2555 of 26th March 1927:—

"Herewith I have the honour to forward a copy of Municipal plan \* No. 209 F/S., dated the 11th February 1925, on which is shown by green colour between the points A & B, vacant land left by the Trust in front of plots Nos. 202 to 205 Suparibaug Estate for the purpose of the widening of Elphinstone Road at some future date.

2. The development of these plots together with the provision for the widening of Elphinstone Road was sanctioned by the Board under their Resolution No. 84, dated 19th March 1918.

3. The buildings on the plots have since been completed, and the set-back land varying in width from 6 ft. to 8 ft. has been utilized by the shop-keepers for projecting temporary otlas and for displaying their wares, for which occupation the Trust has been receiving a rent of Rs. 92-8-0 per month.

4. As however this strip of land has not been paved, it is getting in a somewhat insanitary condition and the Municipality were therefore asked if they were willing to take it over and to widen the road.

5. The Municipal Executive Engineer now states that the work of the widening of Elphinstone Road has been taken in hand, and requests that the strip of set-back land may be handed over to the Municipality for this purpose free of cost.

6. The widening of this road is in the interest of both sanitation and traffic, and the formal sanction of the Improvements Committee is requested to the handing over of the land for this purpose to the Municipality free of charge."

(b) Chief Officer's note, dated 29th March 1927:—

"Recommended."

**Resolution 182.**—The land in question should be handed over to the Municipality free of cost as recommended by the Chief Officer.

3. Re : Rent Contract of Dongri Market in Scheme 3.  
(File No. Mis. 164/27. C. R. 206/26.)

Considered the following:—

(a) Letter, dated 21st February 1927, addressed to the Chairman and members of the Improvements Committee from Mr. Hassum Haji Allarakhia:—

"In May last I took from you a lease for a year for the Dongri Market at Rs. 1,250 a month. Previous to this you had leased it at a much lower rate and you were not able to recover your rent fully; you also tried to recover rents departmentally and were naturally not successful.

2. Since the time I have taken the lease, I am losing heavily every month as many of the stalls are lying vacant. This is partly due to the general depression in trade and to the fact that the Bombay Municipality allows a large number of hawkers to sit and trade near the Market and I have taken the lease at a very high rent.

3. Under the circumstances, I shall be unable to continue the lease after the present period expires as I have lost heavily in the transaction.

4. As regards myself I may mention that I am a Municipal contractor of long standing and have great experience about markets. I am prepared to continue the lease if you will give me a lease for a period of three years and for a monthly rent of Rs. 1,000 for the market and the plot of vacant land to the West of the Market. I intend to put a shed on the vacant land and to rent it as a shop. If during the period of the three years of the lease you decide to demolish the Market I shall be prepared to terminate the lease at a month's notice."

(b) Land Manager's No. 2251, dated 16th March 1927:—

\* \* \* \* \*

2. The applicant is the present Rent Contractor of Dongri Market. His contract terminates on 30th April 1927. He pays at present a monthly rent of Rs. 1,250. He now offers to take up the contract of the market, and of the piece of vacant land adjoining to it, which formerly fetched Rs. 16 per month, for three years at a monthly rent of Rs. 1,000 only. In order to ascertain if the rent offered is fair, it is necessary to go into the history of the rent recovered for the market since its acquisition in 1912, for a sum of Rs. 1,23,000.

3. Immediately after the acquisition of the market, the rents of the market were collected departmentally for a few weeks. The right of collecting rent was then put up to auction each year, and the right was let to highest bidders at monthly rents given in the following statement:—

	Rs.
1-10-1912 to 31-3-1913 ... ..	700
1-4-1913 to 31-3-1914 ... ..	800
1-4-1914 to 31-3-1915 ... ..	800
1-4-1915 to 31-3-1916 ... ..	810
1-4-1916 to 31-3-1917 ... ..	860
1-4-1917 to 31-3-1918 ... ..	920
1-4-1918 to 31-3-1919 ... ..	1,020
1-4-1919 to 31-3-1920 ... ..	950

4. The market was then put to auction in February 1920, but the bidders combined and did not give an offer higher than Rs. 680 only. It was, therefore, put to auction again, but the bidders combined again, and did not give any offer at all. Subsequently private offers were invited, and tenders were received from 3 persons, one of whom was Mr. Jumabhoy, whose offer was accepted, and the contract given to him for Rs. 850 for one year from 1-4-1920. This was approved of by the Board under Trustees' Resolution 143 of 6th April 1920.

5. As the contract was for one year, arrangements were again made to put the market to auction on 2nd March 1921, but Mr. Jumabhoy objected on the grounds that under the provisions of the Rent Act the right of collecting rents cannot be taken away from him. This contention was upheld by the Trust Solicitors, and eventually he agreed to pay Rs. 890 per month from 1st April 1921. This rent was subsequently increased to Rs. 1,000 under the Rent Act.

6. When the Rent Act was amended so as to exclude business premises from its operation, efforts were made to increase the rent in order to secure a fair return from the property, but as Mr. Jumabhoy objected to pay any increase on the rent of Rs. 1,000 he was served with a notice to quit and tender forms were issued to 19 contractors of the Bombay Municipal Markets, in response to which 3 offers of Rs. 950, Rs. 1,125 and Rs. 1,251, were received. Mr. Jumabhoy, however, after much higgling, agreed to pay Rs. 1,250 per month and paid rents at this rate for two months, *viz.* June and July 1925, and then fell into arrears. Board's orders were thereupon obtained to file a suit in the High Court which was sanctioned as per Trustees' Resolution No. 422 of 13th October 1925. As he continued to run into further arrears Board's orders were again obtained to terminate the tenancy, and file an ejectment suit in the High Court, which was sanctioned as per Trustees' Resolution No. 515 of 22nd December 1925. The Suits were filed in the High Court, and at the request of the Trust, the Land Manager was appointed a Receiver. This was communicated to the Board and recorded in Trustees' Resolution No. 104 of 12th March 1926. The Receiver collected a total rent of Rs. 2,175-9-3 for 56 days, *i.e.*, from 6th March 1926 to 30th April 1926, and incurred an expenditure of Rs. 187-12-7, in lighting and cleaning the market; thus the net recovery was Rs. 1,987-12-8 for 56 days, which gives an average monthly rent of about Rs. 1,065, excluding the wages of the Rent Collector.

7. Mr. Jumabhoy did not pay the amount of the Decree passed by the High Court, and the Trust arrears had reached over Rs. 9,000. He kept himself in hiding and could not be traced, and a warrant of arrest had eventually to be issued. Finally he made an offer of Rs. 4,500 to settle the whole matter against the total arrears of Rs. 9,262-3-4. The Improvements Committee first refused this compromise, under their Resolution No. 86 of 13th July 1926, but eventually accepted it under their No. 139 of 10th August 1926. Even then Mr. Jumabhoy did not pay the amount of Rs. 4,500, but requested to be allowed to pay the same in three instalments of Rs. 2,000 Rs. 1,250 and Rs. 1,250. This was agreed to, by the order of the Chief Officer, but Jumabhoy has so far, paid only the first instalment of Rs. 2,000 after great trouble, and efforts are being made to get the two more instalments of Rs. 1,250 each, through the Trust Solicitors.

8. It will thus be seen that it has all along been very difficult to accrue a trustworthy contractor for this market, except the present contractor, Mr. Haji Hassum Haji Allarakhia, who has been given contract of the market for a period of one year from 1st May 1926 on a rental of Rs. 1,250 per month as per Trustees' Resolution No. 206 of 29th April 1926. Since taking up the contract, Mr. Hassum has paid his rents regularly. As the term of the contract for one year will expire on 30th April 1927, Mr. Hassum has sent an offer for the market, and the piece of land adjoining to it, for a further term of 3 years, but on a rental of Rs. 1,000 only per month, against the present contract of Rs. 1,250 per month plus Rs. 16, which was the ground rent of the adjoining piece of land when it was occupied. Two reasons are set forward by the Rent Contractor for offering monthly rent of Rs. 1,000 as against Rs. 1,266, in the second para of his letter now under reference, *viz.*—

(a) general depression in trade, and

(b) the permission accorded by the Municipality to a large number of hawkers to squat near the market.

9. There appears to be no substance in reason (a) as the general depression in trade seems to be the same at present as when he took up the contract. Reason (b) is substantively correct. Although the Municipal Authorities themselves have put up a board just in front of the Dongri Market that the hawkers are forbidden to sit within 200 yards of the market, still, they themselves allow the hawkers to do so, with the result that the contractor loses a great deal of his income on account of the stalls in the market remaining vacant, as it pays the hawkers to sit on the roads and footpaths, and pay a smaller amount of rent to the Municipality, than occupy the stalls in the market and pay higher rents to the contractors. A copy of the actual notice in Marathi and Gujrathi on the board in front of the market with their translation in English is forwarded herewith.\* The contractor of the market complained about this in his letter, dated 26th January 1927, (copy herewith\* attached). This was forwarded under this office No. 840, dated 29th January 1927 (copy\* herewith attached) to the Superintendent of Markets, who forwarded the same to the Superintendent of Licenses, but nothing has yet been done by the Municipality to stop the hawkers from sitting near the market. It is hoped that the Municipality will take early steps not to let hawkers any portion of the road or footpath within 200 yards of the market.

10. Taking all the circumstances detailed above into consideration, it is advisable in the interest of the Trust to secure such a reliable rent contractor as the applicant for the Dongri Market for three years, if he were to offer a fair monthly rent for the market and adjoining vacant land. Before writing the letter under consideration, the applicant had an interview with me, when I had informed him that the lowest monthly rent should be Rs. 1,100. If the applicant increases his offer of Rs. 1,000 to Rs. 1,100 his offer would be worthy of favourable consideration, subject to the conditions of the present rent contract and subject to the further condition that the Trust have the option to terminate the contract at a month's notice at any time, if the Trust decide to demolish the market, and that he enters into a fresh contract to be drawn up by the Trust Solicitors and stamped and executed at his expense.

11. The gross monthly rent of Rs. 1,100 per month or Rs. 13,200 per annum, gives a net annual return of 6.75% on Rs. 1,23,000 as detailed below :—

			Rs.	
Gross annual rent ...	...	...	...	13,200
<i>Deduct—</i>				
			Rs. a. p.	
License Fee ...	...	...	2,360	5 0
Municipal Taxes ...	...	...	1,901	10 0
Repairs ...	...	...	637	0 0
			4,899	0 0
Total deductions ...			4,899	0 0
				8,301
Net annual return ...				8,301
$1,23,000 : 100 :: 8,301 : 6.75\%$				

It may, however, be noted that the value of the property has considerably risen since 1912, the year in which the Dongri Market was acquired."

(c) Chief Officer's note, dated 28th March 1927 :—

"I recommend that the present tenant be informed that if he offers Rs. 1,100 per month the Committee will grant him a three years' tenancy on the conditions suggested by the Land Manager."

\* Not printed.

In this connection the Chairman read the following letter from the Contractor, dated 5th April 1927:—

“I have taken from the Improvement Trust a lease of the Dogri Market for a year. During the time, I have suffered great losses as many of the Stalls specially the vegetable stalls of which not one is occupied are lying vacant. The reason is that the Bombay Municipality is allowing hawkers to sell goods in the neighbourhood of the market at a nominal fee, nobody therefore wants to go to the Market and pay rent when they can do the same business by paying a nominal fee. The Bombay Municipality is thus making a small revenue but the Trust and I are losers. I may also mention that many of the stalls are in a broken condition and require immediate repairs.

Under the circumstances I have submitted for a lease of three years at a rent of Rs. 1,000 per month and I hope your Committee will be pleased to accept it. In this connection may I mention that your old contractor was paying about Rs. 800 per month. He was not able to recover the rent and to pay you. He had therefore to give up the contract and you had to write off a large amount against him.

I hope therefore you will see your way to accept my offer and to repair the broken stalls.”

The Chairman proposed that the offer by the Contractor be accepted.

Dr. Viegas moved an amendment that the Chief Officer's proposal be sanctioned. The amendment on being put to the vote was lost, 6 voting for and 7 against it.

Dr. Viegas demanded a poll. The following members voted *for* the amendment:—

Dr. Dadachanji.  
Mr. Mirza.  
Sir Reginald Spence.  
Mr. Bell.  
Mr. Neilson.  
Dr. Viegas.

The following members voted *against* the amendment:—

Sir Vasant A. Dabholkar.  
Mr. Hoosenally.  
Sir Pheroze C. Sethna.  
Mr. Billimoria.  
Mr. Horniman.  
Mr. Dumasia.  
Mr. Silam.

The other members did not vote.

The Chairman declared that the amendment was *lost*.

The original proposition on being put to the vote was *carried*.

**Resolution 183.**—The offer by the Contractor is accepted.

4. Re : Lalbaug Estate—Plot 15 and 16—proposed to be acquired by Government for the Parel Post Office.

( File No. Mis. 10/27. Ref. C. R. 26/27. )

Considered the following :—

(a) Estate Agent's letter No. 2562, dated 28th March 1927 :—

" I have the honour to invite reference to the Improvements Committee's Resolution No. 16, dated 11th January 1927, whereby it was agreed that there would be no objection to Government acquiring the above plots with the buildings thereon for the Parel Post Office on condition that Government agrees to pay the commutation value of the ground rent plus 15 per cent. for compulsory acquisition, and to enter into an agreement with the Trust whereby Government and their assigns would be bound by certain restrictions with regard to any additions or alterations to the building or its user.

2. The necessary draft legal documents have now been prepared by the Trust Solicitors and approved by the Postmaster General.

3. The Postmaster General however writes to say that he is unable to agree that Government should pay the cost of these legal documents, as under the Land Acquisition Act the Post Office would in the ordinary way acquire the plot and building free of all rights and restrictions, and that it is only to meet the wishes of the Improvement Trust that he has accepted the proposals for an agreement which will restrict the powers of Government.

4. As in addition to the full capital value of the ground rent of these plots the Trust will receive 15 per cent. on the same on account of compulsory acquisition, the undersigned is of opinion that the Improvements Committee might see their way to pay the costs of the preparation, etc., of the necessary legal documents, and the Postmaster General's objections will thereby be met."

(b) Chief Officer's note, dated 30th March 1927 :—

" In the circumstances, I agree that the Trust might pay the costs."

**Resolution 184.**—The costs of the preparation etc. of the necessary legal documents should be paid by the Trust.

5. Re : Dadar-Matunga—Estate—Plots 811 to 814—leased to Mr. Jehangir B. Murzban.

( File No. Mis. 280/27. Ref. T. R. 769/23. )

Considered the Estate Agent's No. 2655, dated 30th March 1927 :—

" The former Trustees by their Resolution No. 769, dated the 27th November 1923, agreed to lease to Mr. Jehangir B. Murzban for a term of 15 years, the two Hospital huts on the above plots for the purpose of housing poor and homeless Parsis, at a ground rent calculated at 4½ per cent. on Rs. 10 per sq. yard. Mr. Murzban paid Rs. 7,800 to the Trust for each shed.

2. Mr. Murzban duly converted these sheds into small tenements for poor Parsis, who are allowed to live there on easy terms.

3. Mr. Murzban now writes to say that he has found it necessary to convert the end tenement into three small shops for the sale of coal, groceries and other daily necessities to the tenants on these plots.

4. The undersigned sees no objection to allowing these three shops but as the terms of the original letting were for residential purposes, it is considered that the formal sanction of the Improvements Committee is necessary."

**Resolution 185.**—There is no objection to the end tenement being converted into shops.



6. Re : Scheme 29, Nowroji Hill Quarry—Tenders for quarrying materials.

( File No. 151/27. Ref. C. R. 221/26. )

Considered the Engineer's No. 3043, dated 28th March 1927 :—

“ With reference to your No. Misc. 151 of 18th February 1927, I have to inform you that tenders were invited for quarrying at the Nowroji Hill for the year 1927-28 subject to conditions detailed in this office letter No. 2174 of 1st March 1927 (copy\* to Secretary under No. 2175 of 1st March 1927.)

Four tenders were received in response to the above and I herewith submit a statement showing the rates quoted by each of the tenderers for favour of obtaining orders of the Improvements Committee in the matter.

Laxman Mahadeo quotes the lowest rates under both classifications A and B and I have to recommend his rates under classification A for acceptance.

The lowest rates obtained under classification B are fair.

The rate at Sewri Quarry is Rs. 4-5-0 per brass of rubble stone while the rate obtained for this item for Dongri Quarry is Rs. 5-1-0 per brass.

We are blasting in Scheme 29 in a populated area and it is most essential that blasting operations be carried on with due regard to the safety of life and property. In spite of the provisions under Clause No. 17 of the conditions of the tender, this Department will be responsible for the efficient management of the work. Having due regard to this point I am not in favour of recommending the contract under classification B and propose to do the blasting departmentally.”

**Resolution 186.**—The rates quoted by Mr. Laxman Mahadeo under classification A are accepted.

7. Re : Establishment—Secretary's Department—Application for privilege leave for 2 months and 4 days from 5th April 1927, by the Superintendent, Mr. Atmaram V. Banavalkar.

( File No. E. L. 82/27. )

Considered Mr. Atmaram's following application, dated 29th March 1927 re : above :—

“ As my daughter requires immediate change out of Bombay, I beg to apply for all the privilege leave that is due to me from the 5th proximo.”

**Resolution 187.**—The grant to Mr. Atmaram V. Banavalkar of privilege leave for 2 months and 4 days from 5th April 1927 is sanctioned.

8. Re : Application, dated 22nd February 1927, by Mr. Najam Ismail for permission to erect a shed containing 5 shops on the north-western corner of plots 697-720, Dadar-Matunga Estate.

( File No. Mis. 152/1927. )

Considered the following :—

(a) Application, dated 22nd February 1927, by Mr. Nizam Ismail :—

“ That your petitioner on the 16th instant forwarded to you a letter praying for a grant of land on lease measuring 15 × 12 ft. near Parsi Colony, Dadar—

That your petitioner had in January last applied to the Land Manager to grant him a lease to build a small shed for a mutton shop.

That the Land Manager's Assistant on the flimsy ground that there are already two mutton shops refused your petitioner's application. It was after the rejection of your petitioner's application that he wrote you the letter referred to in para 1 and offered to pay as much as Rs. 50 per month.

That as your petitioner's letter was addressed to you, your petitioner has deemed it advisable to send this petition to you.

Your petitioner now withdraws the said offer he made for a very small piece of land.

In the Parsi Colony at Dadar hundreds of people live who have to go over a long distance to purchase the necessaries of life such as coal, fish, vegetables, meat, rice, etc.

That at present, Plot No. 697-720 behind Vithoba Temple near Vadala Road is vacant.

On this plot your petitioner desires to erect a big corrugated iron shed if a piece of land measuring 50 x 25 feet is granted to him on lease.

Your petitioner is a well-to-do butcher and owns immovable property in Bombay.

That at present on a portion of the aforesaid plot some squatters sell fish and vegetables in the morning.

Your petitioner will build 5 shops—for vegetable, fish, coal, meat and rice, so that the residents of the said locality may not have to go far especially during the rainy season to make purchases.

That the Superintendent of Markets is also desirous of giving a license for a Mutton Shop in that locality.

That your petitioner has also learnt that the Parsi residents of that locality would welcome the opening of such shops in their vicinity.

That a Hindu gentleman has been given a lease for the same purpose and is erecting at present a structure on the said plot.

Your petitioner is willing to erect even a brick structure on such terms as to rent as the Trust may fix provided a lease for a sufficiently long term is given."

(b) Chief Officer's note, dated 2nd March 1927 :—

"From time to time applications have been received from persons desirous of opening mutton shops near the Parsi Colony but as there are already two such shops in the near vicinity the applications have been refused.

The present application is for permission to erect a shed containing five shops on the north-west corner of plots 697 to 720.

In December last I spent several mornings going over our estates with the Estate Agent selecting sites for the erection of temporary shops. We inspected this particular site and decided that as there were residential buildings in the near vicinity it would not be fair to the lessees and occupants of those buildings to let it for the erection of shops. I suggest, therefore, that the applicant be informed that the site cannot be let for the purpose."

**Resolution 188.**—Consideration deferred.

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9. Re : Report No. 3, dated 30th March 1927 of the Finance and Establishment Sub-Committee re : retrenchment of staff.

Considered the Report No. 3 of the Finance and Establishment Sub-Committee, dated 30th March 1927 :—

We have considered the further proposals contained in the note by the Chief Officer, dated 29th March 1927, for the retrenchment of the staff in the Engineer's Department and recommend—

- (a) That Dr. Naik who has obtained a post elsewhere be now retrenched and Dr. Mudliar who was retrenched in terms of the Committee's resolution No. 126, dated 28th February 1927, be retained.
- (b) That the following staff be retrenched—
  - Mr. D. A. Kanvinde.
  - „ T. S. N. Pillay.
  - „ D. A. Jacob.
  - „ N. F. Shaik.
- (c) That Mr. A. A. Naik a senior clerk on Permanent Establishment be transferred to the vacant post of a senior clerk under the Estate Agent on the same pay as he now draws and be allowed to count his service for increment in the grade.
- (d) That the case of Mr. Nadirshah who has obtained a post in the Municipality be dealt with when an official intimation is received.

We recommend that the leave to be granted to the officers and servants brought under retrenchment be regulated in accordance with the orders contained in Trustees' Resolution No. 68, dated 20th February 1925.

The Chairman proposed that the Report No. 3, dated 30th March 1927 of the Finance and Establishment Sub-Committee be adopted.

Dr. Viegas moved an amendment that Dr. Shambaug be re-appointed and Dr. Mudliar be retrenched.

The amendment on being put to the vote was *lost* by a large majority. The original proposition was *carried*.

**Resolution 189.**—The Report No. 3, dated 30th March 1927 of the Finance and Establishment Sub-Committee is adopted.

10. Re : Government Notification No. S-20(4) General Department, dated 30th March 1927, appointing the Secretary to Government, Development Department, Bombay, as a member of the Improvements Committee.

( File No. Misc. 848/26. )

Considered the following Government Notification No. S-20(4), dated 30th March 1927 :—

“ In exercise of the powers conferred by section 14 of the City of Bombay Improvement Trust Transfer Act, 1925 (Bombay XVI of 1925), His Excellency the Governor, with the concurrence of the Minister, is pleased to appoint the Secretary to the Government of Bombay, Development Department, being the Director of Development, Bombay, for the purpose of section 10 of the said Act, to be a member of the Improvements Committee of the Board of Trustees for the Improvement of the City of Bombay.”

**Resolution 190.**—The Government Notification No. S-20(4), dated 30th March 1927, General Department, is recorded.

2. Mr. Bell is appointed to serve on the Works and Improvements Sub-Committees and the Special Sub-Committee for the Dharavi Tanneries.

11. Re : Tenders for the supply of petty stores for the year 1927-28.

Considered the following :—

(a) Engineer's No. 3287, dated 2nd April 1927 :—

"In submitting the tenders for the supply of petty stores for the year 1927-28, I have the honour to bring to your notice certain facts :—

Out of 11 Tender forms sold, three Firms have replied :—

- (1) Messrs. Essabhoy Abdul Hoosein & Co.
- (2) „ Meheralli Haji Jetha,  
and
- (3) „ Yassin Brothers.

The first quote Rs. 23,432-12-0, the second quote Rs. 15,936-10-0 and the amount of the third tenderer works out to Rs. 15,666-6-0 if the costs of the items omitted by them are worked out at Messrs. Meheralli Haji Jetha's rates.

The first two comply with all the conditions of the tender. Messrs. Yassin Brothers have neither worked out, in their tender, the value of each item as stipulated, nor have they given the total amount of the tender, though condition No. 7 attached to the schedule clearly states that the last column "Amount" should be filled in by the tenderer, failing which, no tender will be accepted, and this was underlined.

The tender of Messrs. Yassin Brothers is incomplete in the following way :—

Rates have not been quoted for items 92,93,200 (part), 201 (part), 202 (part) 233, 204, 247 and 254.

As certain items were very much under-quoted, I sent for Messrs. Yassin Brothers' samples and compared these with the samples of goods used and found satisfactory during the preceding year. The following is a list of articles submitted as samples and which are not up to our requirements :—

- 1 Asbestos packs.
- 2 Asbestos string.
- 3 Goa Brooms.
- 4 Cane for baskets, thick, superior.
- 5 Do. thin, superior.
- 6 Cloth Turkey red.
- 7 Fire clay, English.
- 8 Cocoanut oil, best quality, and
- 9 Phenyle, English, "Motor" Brand.

Considering the above facts, and considering the fact that the difference into total amounts between Messrs. Yassin Brothers and Messrs. Meheralli Haji Jetha is only Rs. 270-4-0, I recommend the Committee's sanction be obtained to my employing Messrs. Meheralli Haji Jetha for the ensuing year, as these suppliers are well-known and have given the Trust excellent service for the past seven years.

The three tenders above referred to are forwarded herewith in original\* for reference and favour of return when done with."

(b) Chief Officer's note, dated 2nd April 1927 :—

"I agree with the Engineer's recommendation."

**Resolution 191.**—The tender by Messrs. Meheralli Haji Jetha is accepted.

12. Re: Scheme 56, Dharavi—Case No. 149—transfer of tenancy from 1-4-1927  
to one Mr. Kasam Khan Rajab Khan

( File No. Mis. 286/27. )

Considered the following :—

(a) Land Manager's No. 2686 dated 31st March 1927 :—

"I have the honour to report that Messrs. Valijan Ashraf and Syed Hasan who have erected Cast Iron sheds on the above land, having fallen into arrears were legally proceeded against in ejectment for our claims amounting to Rs. 340-6 and 35-2 Court Costs, and Rs. 329-10-8 and 15-10 Court Costs.

The parties were ordered to vacate on 4th April 1927 and 28th March 1927 respectively.

Mr. Valijan is reported to be on the verge of insolvency, and Mr. Hasan is about to abscond.

A Mr. Kusamkhan Rajabkhan has come forward to extricate them from their difficulties, and is prepared to pay Rs. 500 on their behalf in full and final settlement of all arrears upto 31st March 1927 and Court costs amounting to Rs. 720-12-8.

The two tenants have transferred their sheds on Mr. Kusamkhan's name who is willing to take up the tenancy from 1st April 1927 on our usual conditions. He had deposited Rs. 500.

In view of the above circumstances, the proposal appears fair and is recommended for acceptance."

(b) Chief Officer's note, dated 2nd April 1927 :—

"I recommend agreeing. It will be necessary to write off the balance of Rs. 220-12-8."

**Resolution 192.**—The recommendation made by the Chief Officer is approved and the balance of Rs. 220-12-8 written off.

13. Re: Nowroji Hill Estate—Plot B1—Temporary lease of.

( File No. Mis. 281/27. )

Considered the following :—

(a) Land Manager's No. 2653, dated 30th March 1927 :—

"I have the honour to forward herewith an application, dated 29th March 1927, from the tenant of the temporary shed on the above plot to allow him to continue on the plot for a further period of 5 years on the same rental as paid by him at present.

2. The land in question is situated at the junction of Sandhurst Road and New Chinch Bunder Road and forms part of plot 41 of Nowroji Hill Estate, as can be seen from the plan\* No. 105 of 23rd July 1928 forwarded to the Chief Officer with this office report No. 6215 of 27th July 1926, in connection with the reduction of rent of plots D1, D2.

\* Not printed.

3. It will be seen from the statement of rents etc. of all the plots of the Nowroji Hill Estate accompanying the report mentioned above that the applicant pays a monthly rent of Rs. 125-5-0 for an area of 10 Kathis and 220 sq. ft. which gives to the land a rate of Rs. 43-21 per sq. yd. on 6% basis.

4. The land in question was taken on lease for a period of 8 years in 1913, which expired in 1921, and since which date the tenancy has been allowed to continue as a monthly tenancy and on the same rent as before.

5. The tenant had applied in December last to give him the land on a long lease of 15 years and on a monthly rent of Rs. 62-8-0 only *i.e.* half the present rent paid by him, but the offer was refused looking to the fact that it was the smallest plot in the Estate, except plot C1, measuring only 10 Kathis and 220 sq. ft. and having two frontages, one on a most important thoroughfare like Sandhurst Road and the other on Chinch Bunder Road. It will also be seen from the plan that no plot is so prominently situated as this one. Copies of the first application and this office reply thereto under this office No. 10451 of 21-12-1926 are forwarded herewith.

6. The tenant has consequently sent the present application. It is submitted that the offer to give him a further lease of 5 years on the present rent may be favourably considered looking to the present state of the market, but the option of 5 years more at the end of the first 5 years is not worth favourable consideration especially as the land in question forms only a part of a very valuable plot at the junction of two roads.

7. If the offer of the tenant be accepted for a lease of 5 years, an agreement will have to be entered into at the applicant's expense."

(b) Chief Officer's note dated 2nd April 1927 :—

"I agree with the Land Manager's recommendation."

**Resolution 193.**—The recommendation made by the Land Manager is approved.

14. Re : Member of Committee—Sir Reginald Spence, Kt., elected by the Bombay Chamber of Commerce, vice Mr. H. T. Gorrie, resigned.

( File No. Misc. 259/27. )

Considered the following letter No. 738/76, dated 2nd April 1927, from the Secretary, Bombay Chamber of Commerce :—

" With reference to your letter No. Misc. 259/27 of the 24th ultimo, I have the honour to inform you that Sir Reginald Spence, Kt., of Messrs. Phipson and Co., Ltd., has been elected to represent the Chamber on the Bombay Improvements Committee in place of Mr. H. T. Gorrie resigned."

**Resolution 194.**—The letter No. 738/76, dated 2nd April 1927, from the Secretary, Bombay Chamber of Commerce, is recorded.

2. Sir Reginald Spence is appointed to serve on the Finance and Establishment and Land Sub-Committees.

15. Re : Notice of motion, dated 16th March 1927, by Dr. A. G. Viegas, L. M. & S., re : letters received from the Accountant-General, Bombay.

In accordance with the notice of motion Dr. Viegas moved—

"That the Chief Officer be requested to place on the table all the letters of the Accountant-General and of the Examiner, Outside Audit, received since the 31st March 1926, *i. e.*, the date from which the Improvements Trust Transfer Act, came into effect."

The Chief Officer enquired if Dr. Viegas wanted placed on the table the letters addressed to the Chairman and the Committee or the letters addressed to him also. Thereupon Dr. Viegas proposed with the permission of the Committee to add in words "addressed to the Chairman or to the Committee" after the words "Outside Audit." The necessary permission was granted and the notice of motion altered as shown below was put to the vote and carried.

"That the Chief Officer be requested to place on the table all the letters of the Accountant General and of the Examiner, Outside Audit, addressed to the Chairman or the Committee, received since the 31st March 1926, *i.e.*, the date from which the Improvement Trust Transfer Act came into effect."

**Resolution 195.—Carried.**

16. Re : Notice of motion, dated 16th March 1927, by Dr. Accacio G. Viegas, L. M. & S.,  
re : references to Finance and Establishment Sub-Committee.

In accordance with the notice of motion Dr. Viegas moved :—

"That the Finance and Establishment Sub-Committee be requested to expedite their Reports on the References made to them."

**Resolution 196.—Carried.**

17. Re : Notice of motion, dated 19th March 1927, by Mr. H. M. Rahimtoola, B.A.,  
re : report to be submitted to the first meeting of the Committee, every  
month of a list of items pending from the Chief Officer and  
Sub-Committees.

In accordance with the notice of motion Mr. Hoosenally moved :—

"That the Secretary be requested to submit at the first meeting of the Committee every month a list showing resolutions passed by the Committee asking for reports from the Chief Officer which have not been submitted and a list of outstanding references before the Sub-Committee."

**Resolution 197.—Carried.**

18. The following documents were executed :—

- (1) *One debenture in favour* of Messrs. Forbes and Lund of the loan of 1902, for Rs. 5,000 in lieu of one cancelled.
- (2) *Lease and Counterpart* to Messrs. Jehangir Sorabji Patel and another re : plot No. 17 Kolbhatwadi Estate.
- (3) *Agreement* by Mr. Sorabji Cowasji Dinshaw for building lease of plot No. 516, Dadar-Matunga Estate.

19. The following papers were laid on the Table —

1. Purchase orders sanctioned by Chief Officer under Section 22(1) of the Act.
2. Work orders sanctioned by Chief Officer under Section 22(1) of the Act.
3. Sale of Materials sanctioned by Chief Officer under Section 22(1) of the Act.

# Bombay Improvement Trust.

ESPLANADE ROAD,  
Bombay, 12th April 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 4-10 P.M. (S.T.) there were—

PRESENT :

1. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., *Chairman.*
  2. DR. K. E. DADACHANJI, L.M. & S.
  3. DR. ACCACIO G. VIEGAS, L.M. & S.
  4. DR. S. S. BATLIWALA, L.M. & S., F.C.P.S.
  5. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
  6. MR. S. L. SILAM, B.A., LL.B.
  7. MR. B. G. HORNIMAN.
  8. MR. NAOROJI M. DUMASIA.
  9. MR. HOOSENALLY M. RAHIMTOOLA, B.A.
  10. SIR REGINALD SPENCE, KT.
  11. MR. S. B. BILLIMORIA, M.B.E.
  12. MR. R. D. BELL, C.I.E., I.C.S.
  13. MR. W. H. NEILSON, O.B.E.
  14. THE HON'BLE MR. G. A. THOMAS, C.I.E., I.C.S.
  15. MR. GANPAT KRISHNAJI BORADE.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.  
MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meeting held on 5th April 1927 were signed.

1. Re : Dadar-Matunga, Scheme 5—Case No. 383—temporary lease of.  
( File No. Mis. 297/27. )

Considered the following :—

- (a) Estate Agent's No. 2788, dated 2nd April 1927 :—

" Mr. Velji Lakhmsey Napoo, Honorary Joint Secretary, Cutchi Visha Oswal Jain Boarding, applies for a 5 years' lease of the bungalow in the above case (shown on the accompanying plan\* No. 74, dated 1st April 1927) which is now occupied by the Boarding School as monthly tenants at Rs. 62 per month.

2. As Mr. Velji intends to carry out repairs and improvements to the building it is suggested that the bungalow should be let to the Society on a five years' repairing lease on the following conditions :—

- (a) A monthly rent of Rs. 75 should be paid by the Society.
- (b) The Society pays all Municipal taxes and costs of repairs and improvements.

\* Not printed.



(c) The building is not to be used for any other purpose than as a school and residence.

(d) The Society should pay the costs of the preparation, engrossing, executing and registration etc., of the lease.

3. The Society will be at liberty to occupy the vacant land contained in plots Nos. 471 and 472 and to erect temporary kitchen buildings in accordance with plans to be passed by the Trust.

4. Mr. Velji and his co-trustees are willing to accept the lease on the above conditions. I have the honour therefore to request you to kindly obtain the Improvements Committee's sanction to the proposal."

(b) Chief Officer's note, dated 5th April 1927 :—

" Recommended."

**Resolution 198.**—A five years' repairing lease should be granted to the Society on the conditions specified in paras 2 and 3 of the Estate Agent's letter.

2. Re : Dadar-Matunga—plot 797—request to be allowed to increase the depth of the building on, by 10 ft. (in the rear) free of cost—sanction for.

( File No. Mis. 186/27. Ref. C. R. 120/27. )

Considered the following :—

(a) Estate Agent's No. 2819, dated 2nd April 1927 :—

" The Improvements Committee by their Resolution No. 120, dated the 28th February 1927, resolved to allow the building tenant of the above plot to increase the depth of his main building by 15 ft. on each floor on payment by him of an increase of 32 per cent. in his ground rent amounting to Rs. 140 per annum, which was proportionate to the increase over the sanctioned building area.

2. A copy of a letter (printed below), dated the 28th ultimo from the building tenant's architects is forwarded herewith, in which it is stated that as the building tenant of plot No. 795 adjoining was allowed to project his building forward for an additional width of 10 ft. free of cost the building tenant of plot No. 797 should also be allowed to increase the depth of his building by 10 ft. free of cost.

3. A copy of plan\* No. 59, dated 8th March 1921, is forwarded herewith, from which it will be seen that the buildings on plots Nos. 790, 791, 780, 795, 795 and 798, were to be set back 30 ft. from the road according to the layout sanctioned by the Board. This was done for architectural effect in order to break the monotony of two rows of buildings all of which would be of the same distance from the road. The sanctioned additions on plots Nos. 795 and 797 have been shown on the plan by red colour.

4. The former Trustees by their Resolution No. 271, dated the 24th April 1923 allowed the building tenant of plot No. 795 to extend his main building 10 ft. further towards the road on payment of an additional ground rent of Rs. 84 per annum. This was allowed as the building lines of plot No. 797 on the opposite side of the road are only 20 ft. distant back from the road.

5. The building tenant appealed against this additional rent and the Trustees by their further Resolution No. 421, dated the 26th June 1923, resolved (two Trustees dissenting) that the additional rent of Rs. 84 should be waived with the result that the building tenant was allowed to build over a 10 ft. width of front open space free of extra rent.

\*Not printed.

6. The present applicant having got to hear of this concession asks that in view of his having to leave a 30 ft. front open space instead of a 20 ft. as allowed in the case of plot No. 795 he may also be given credit for an additional 10 ft. of building area free of charge when estimating the additional ground rent to be paid for the proposed extension to his main building at the rear.

7. The increase of Rs. 140 per annum in the ground rent is owing to an increase of 32 per cent. in the new building area over the old building area, but if the building tenant is to be given credit for an additional 10 ft. strip of building area at the rear free of charge the increase in his ground rent will be reduced from 32 per cent. to 6½ per cent., and the additional rent to be charged to him would, therefore, be only Rs. 28 per annum instead of Rs. 140 per annum.

8. The Committee's decision is requested.

9. 2 sets of building plans\* also accompany."

*Copy of letter, dated 28th March 1927, from Messrs. Mistri and Bhedwar, Architects, referred to in para 2 above :—*

" We have the honour to acknowledge receipt of your letter No. T. A./604, dated the 7th instant.

Referring to the first para of your letter, our client is highly obliged to the Improvements Committee for having sanctioned the re-layout of the building area. As regards additional ground rent of Rs. 140 per annum for the extra space covered by the re-layout, we are instructed to respectfully place the following facts for the consideration of the Improvements Committee.

The above plot is one of a group of plots which have to leave 30 feet space from the front boundary whereas other plots for instance Plots Nos. 792, 793, 794 and 795, in the same row have only to leave 20 feet in front. The result is, therefore, that these plots get 10 feet extra space in front to build upon for which no extra rent is charged to them. The lessee of Plot No. 795 was also to leave 30 feet of open space from the front boundary under the original layout but he was allowed 10 feet of set-forward by your Committee and no extra rent was charged to him for that. Our client therefore prays that a similar concession may be granted to him and as he is not allowed 10 feet in front, he may be allowed 10 feet of extra open space in the rear free of rent."

(b) Chief Officer's note, dated 7th April 1927 :—

" As the Board allowed a concession in the other case referred to by the Estate Agent, I am of opinion that similar concession should be granted in this case."

**Resolution 199.**—The concession asked for is allowed.

3. Re : Scheme No. 56, Dharavi—(Southern portion of)—Proposed development of a portion as sites for milch cattle stables.

( File No. Mis. 318/27. )

Considered Chief Officer's note, dated 8th April 1927 :—

" For some years past we have been greatly troubled with stray buffaloes grazing on our lands in the north of the Island and in addition the approaches to Worli are spoilt by the unsightly stables just to the north of Love Grove.

2. We have in the south-east corner of the Dharavi Scheme an area which, if stables are to be allowed to be constructed in the Island, is an almost ideal site for the purpose as apart from being within easy reach of the City, it is at a considerable distance from any places of human habitation. It is bounded on the south by the Mahim Connection Railway, while on the east is the Great Indian Peninsula Railway beyond which is the large disused cemetery.

\* Not printed.

3. With a view to abating the nuisance above referred to, the Estate Agent has prepared a plan\* shewing how a portion of the Dharavi area could be developed as sites for stables and provided the Municipal Commissioner would agree to grant the necessary licenses it is fairly certain that the land could be disposed of at rents which would be remunerative to the Trust. In preparing the plan the Estate Agent has followed the principle adopted by the Board in the case of the East Agripada stables by providing ample open spaces between the stables.

4. The Engineer has gone into the question of the drainage and is satisfied that it can be satisfactorily dealt with.

5. The plan makes provision for a total of about 2,500 buffaloes but it is unlikely that all the plots would be required at once. On the East Agripada we have over 2,000 animals stabled in one section and over 1,800 in another and it is generally admitted that these stables are satisfactory.

6. Provision has been made in this year's budget for the necessary expenditure on roads and drains.

7. If the Committee approves of the idea the Municipal Commissioner will be addressed on the subject and asked to agree to grant licenses to the Board's tenants if and when the plots are let for the purpose."

**Resolution 200.**—The Chief Officer should address the Municipal Commissioner on the subject and report the result.

4. Re: Sale of Quarry Materials from Sewri Quarry, Scheme 57.

Considered Engineer's No. 3491, dated 8th April 1927:—

"I have to forward herewith a copy of letter,\* dated 30th March 1927, from Mr. Nenshi Monji offering to buy 300 brass of No. 2 metal from our Sewri Quarry at Rs. 14 per brass within the next two months.

Our normal rate to outsiders for No. 2 metal is Rs. 15 per brass. The party undertakes to deposit Rs. 300, with us as a guarantee and in case he fails to remove 300 brass in 2 months' time we can adjust the extra charges against this deposit.

I have to refer to Improvements Committee's Resolution Nos. 43 of 25th January 1927 and 134 of 8th March 1927, wherein similar concessions were granted.

I shall be glad to receive an early sanction in the matter.

P. S.—Proposals regarding a sliding scale are being submitted later."

**Resolution 201.**—The proposed sale of 300 brass of metal No. 2, from the Sewri Quarry at Rs. 14 per brass is approved.

5. Re: Sale of Quarry Materials at Scheme 29, Dongri Quarry.

(File No. Mis. 299/27.)

Considered Engineer's No. 3258, dated 1st April 1927:—

"I have the honour to bring to your notice that this Department had to make some concessions in the rates for sales to outsiders of metal No. 1, 2 and 3 in the case of three purchasers during the last two months in order to secure good customers for our quarry materials.

It is, however, sometimes not feasible for a prospective purchaser to wait to draw materials from our quarry till the Improvements Committee's sanction is obtained to the concessions at which he agrees to buy the materials from our quarry. When he cannot

\* Not printed.

wait, the purchaser naturally goes to another quarry where he can fix the rates immediately and can start carting away materials.

In order to meet this contingency, I would recommend for your consideration the introduction of fixing rates on the basis of a sliding scale set out in the statement given below :—

Class of Metal.	Sanctioned rate to outside public per brass.	Reduction in rate in case of guaranteed sale of 100 brass during one month from the date of acceptance by the Engineer to the Board.	Reduction in the rate in case of a guaranteed sale of 200 brass or more in one month from the date of acceptance by the Engineer to the Board.
	Rs. a. p.	Per brass.	Per brass.
No. 1, size $\frac{1}{2}$ " to $\frac{3}{4}$ "	30 0 0	4% (four per cent.)	6% (six per cent.)
No. 2, size 1" ...	15 0 0	6% (six per cent.)	8% (eight per cent.)
No. 3, size $1\frac{1}{2}$ " to 2"	12 8 0	6% (six per cent.)	8% (eight per cent.)

The application of this scale, however, will not be *general* but will be *special* and at the discretion of the undersigned and each case wherein it is adopted will be reported to the Chief Officer for information ; the reason for this provision being that in some cases we may have stocks of materials on hand which can be very promptly disposed of to individual petty purchasers. The adoption of this scale, however, will be very useful to prevent stagnation in sales of a particular type of materials, *e.g.*, we have at present a stock of about 700 brass of No. 1 metal at the Dongri Quarry while the stock of No. 2 is only about 165 brass. The system of rates on the sliding scale basis will enable the undersigned to keep the stocks of materials down and this will enable us to go on with our crushing plant throughout the year. In the absence of such a system, our stacking ground is overcrowded with a particular type of metal and our crushing operations are required to be slowed down for want of space.

The advisability or otherwise of adopting the sliding scale will naturally depend on

(a) Stocks on hand of a particular type of metal.

(b) Pending guarantees obtained and accepted by us against the stock in hand.

I have to request you to please obtain Improvements Committee's sanction to this proposal so that I may not have to submit proposals in individual cases."

**Resolution 202.**—The proposed sliding scale of rates is approved.

6. Re: Report of the Finance and Establishment Sub-Committee No. 4, dated 5th April 1927, re: the Imperial Bank of India Loan of Rs. 70 lakhs—renewal of.

"In April 1920, the Board obtained an advance of Rs. 70 lakhs from the Imperial Bank of India. As security they deposited 6% debentures having a currency of 60 years but redeemable at the Board's option in 1935.

The arrangement was that the Bank was to be repaid on the 30th April 1925 and that the Board should pay interest at 6% and also income-tax. The total cost to the Board was, therefore, about 6½%.

The arrangement was renewed in the same terms for one year from 30th April 1925.

In 1926, the period was again extended by one year, the rate of interest being reduced to 5½% plus income-tax.

We have considered the question as to whether it is advisable to renew the advance or to pay it off on the 30th April 1927 and recommend its renewal for one year at 5½ per cent. plus income tax which are the best terms the Bank is willing to offer."

**Resolution 203.**—The Report No. 4, dated 5th April 1927 of the Finance and Establishment <sup>Sale</sup> Committee is adopted.

**7. Re: Report No. 3 of the Plans Sub-Committee, dated 7th April 1927 re: Dadar-Matunga—plot 663.**

"We have considered the plans of the building proposed to be erected on this plot and note that the building tenant in order to obtain slightly larger rooms proposes to encroach slightly on the side and front open spaces.

We see no objection to the proposal and advise that it be sanctioned on condition that the tenant agrees to pay Rs. 20 per annum additional ground rent."

**Resolution 204.**—The Report No. 3, dated 7th April 1927 of the Plans Sub-Committee is adopted.

**8. Re: Report No. 2 of the Land Sub-Committee, dated 7th April 1927—re: reduction of rents in connection with 1. Love Lane Chawls—2. Peons' Chawls at Agripada—3. Scheme 37—Cases 91 to 95—Shops in.**

**1. Love Lane Chawls—Rents of.**

We have considered the petition of the members of the depressed classes residing in these chawls for a reduction in the rent of the single room tenements to Rs. 7 per month and after inspecting the chawls beg to report as follows:—

The economic rent of the rooms is Rs. 16-8-0 per month. The rents charged for ordinary rooms are as follows:—

Floor	Displaced Tenants.			Ordinary Tenants.		
	Rs.	a.	p.	Rs.	a.	p.
Ground ... ..	9	0	0	10	8	0
First ... ..	10	0	0	10	8	0
Second ... ..	10	8	0	11	0	0
Third ... ..	10	8	0	11	0	0

Higher rents are charged for larger rooms and for those in a more favourable position.

The number of rooms allotted to the various communities and the percentage of vacancies is as follows:—

Occupants.	Rooms.		Percentage of Vacancies.
	Occupied.	Vacant.	
Mohamadans ... ..	60	20	25
Christians ... ..	257	49	16-17
Mahars ... ..	224	12	5
Maratha Hindoos ... ..	140	17	11
	<u>681</u>	<u>98</u>	<u>12½</u>

We find that the chawls are popular and are of opinion that no case has been made out for a reduction of the rents charged especially in view of the proposal to light the staircase and passages with electric light the estimates regarding which are under consideration and will be submitted shortly.

ii. Peons' Chawls at East Agripada.

We have considered the petition from some of the occupants asking for a reduction of rent from Rs. 13-13-0 to Rs. 7 per month.

We find on visiting the chawls that out of 120 rooms 36 are vacant. The rents charged and the number of rooms let at these rents are as follows:—

			Rs. a. p.	
Ordinary Tenants...	...	...	13 13 0	44 rooms.
Trust Menials ...	...	...	7 5 0	5 "
Subordinates in the employment of the Trust and the Municipality...	...	...	10 5 0	33 "
Double room tenements let at concession rent ...	...	...	20 9 0	2 "

We are in favour of reducing the rents to Rs. 10 per room in the case of subordinates in the employment of the Municipality and the Trust and to Rs. 11 in the case of ordinary tenants and recommend accordingly.

iii. Rents of Shops in Cases 91 to 95—Scheme 37.

We have considered the petition by the occupants for a reduction of rent and have inspected these and other shops in the immediate neighbourhood.

We are of opinion that no case has been made out for a reduction and recommend accordingly."

Proposed by the Chairman—

"That the Report No. 2, dated 7th April 1927, of the Land Sub-Committee be adopted."

The Chairman stated that an unsigned letter had been received from the tenants of the Peon's Chawls praying for a reduction of rent for ordinary tenants from Rs. 11 to Rs. 7-5-0.

Dr. Viegas moved an *amendment*—

"That the rents proposed to be charged to ordinary tenants and subordinates in the employment of the Trust and the Municipality be reduced from Rs. 11 and Rs. 10 respectively to Rs. 10 and Rs. 9, respectively.

The *amendment* on being put to the vote was *lost* and the original proposition *carried*.

**Resolution 205.**—The Report No. 2, dated 7th April 1927, of the Land Sub-Committee is adopted.

9. Re: Scheme 47, Tulsirampada—plot 2—application for reduction of rent.

(File No. Mis. 163/27.)

Considered the following:—

(a) Letter, dated 21st February 1927, from Mr. Ebrahim Mohammed, tenant:—

"I beg to state that I am a firewood merchant and run a firewood toll at Arthur Road on the Bombay Improvement Trust's premises bearing plot No. 2 (Tulsirampada).

2. I occupy only 140 sq. yards of land, and for which I have to pay to the Trust Rs. 105 per month.

3. In the same locality, Sir, there is one more firewood depot on the Trust's premises, not very far from my depot, and the owner of this plot has to pay only Rs. 25 per month per 100 sq. yards, whereas, I have to pay Rs. 105 per 140 sq. yards, that is to say, Rs. 75 per 100 sq. yards.

4. Before, Sir, I occupied 400 sq. yards of land at Foras Road on the Trust's premises in scheme No. 47, case No. 1 but, I was ordered to vacate from there as the site was required for development purposes. For occupying these 400 sq. yards I had to pay to the Trust Rs. 100 per month, viz., Rs. 25 per month per 100 sq. yards.

5. After my removal from there the said plot was given to another firewood merchant, Mr. Mohamedally Khatif by name, who now occupies 603 sq. yards of land and pays only Rs. 96-12-0 per month to the Trust.

Your honour will kindly note here, that I used to pay Rs. 100 for 400 sq. yards of land at Foras Road.

7. I have already enumerated above that I am at present paying Rs. 105 for occupying only 140 sq. yards of land on the Trust's premises at Arthur Road.

8. In addition to this, I have to pay Rs. 200 annually to the Municipality of Bombay towards the Municipal taxes. There are, Sir, in all two firewood depots at Arthur Road (Tulsirampada) including mine, not very far from each other.

9. Really speaking, Sir, my business is very slack, and does not allow me to afford Rs. 105 per month towards the rent.

10. I wrote to the Land Manager and requested him to reduce my rent and charge me at the rate of Rs. 25 per 100 sq. yards, but very sorry to pen that no justice was done to me.

11. Besides these there is a firewood depot whose owner named Bava Saheb-Masum pays Rs. 37-8-0 per month for 150 yards. Sir, I have paid the rent of 1 year at the rate of Rs. 105 per month. Now as I am unable to pay Rs. 105 per month, I have to pay the rent of five months and I have kept Rs. 315 deposit in office, and the Land Manager has taken out summons of the Small Cause Court without making me know.

12. Most kind Sir, as I am helpless to pay Rs. 105 per month, I request you most humbly to reduce my rent and take from me as much as the other firewood merchants pay.

This is my most humble appeal to your honour for redress and kindness."

(b) Land Manager's No. 2239, dated 15th March 1927 :—

" \* \* \* \* \*

2. The applicant is a tenant of plot No. 2 abutting on Arthur Road in the Tulsirampada Estate. The plot which is a small and compact one consisting of 140 sq. yards, shown by a red boundary line on the accompanying plan,\* is held by him on a 3 years lease commencing from 8th July 1925.

3. Before the applicant took up this plot, he was a monthly tenant of the Board in the Foras Road Scheme since 1919. In the month of August 1924 it was decided by the then Chairman that the site of his depot, along with some other plots, should be put up for permanent leasing. Accordingly he was served with a notice to quit. He then urged that he must have a plot at once at any cost in order that there may not be any discontinuance of his business, and requested that he may be given a plot in any of the Trust schemes in the vicinity. He was therefore shown the plot at Arthur Road now occupied by him, which he took up at a rent of Rs. 105 per month.

Thereafter in February 1925 as the Trust did not succeed in leasing the plots permanently, it was decided by the Chief Officer to lease them temporarily. Therefore, put up to auction by this office on 4th February 1926, but as the plots were not realised, it was decided to let all the plots by receiving private

\* Not printed.

offers. Accordingly in the month of April 1926 plots Nos. E and G consisting of 600 sq. yards, shown bounded by yellow lines on the accompanying plan\* of the Foras Road Scheme, was let to one Mr. Mahomedally Khatib on a monthly tenancy at a monthly rent of Rs. 96-12-0, exclusive of Municipal taxes, as it was an interior plot for which the Trust had till then received no other offers.

5. From the facts mentioned hereinabove, it will be seen that his complaint about unfair treatment to him by this office made in paras 5 and 6 of his application is entirely groundless.

6. Now as regards the firewood shed referred to in para 3 of the application, it may be stated that in this case there was no new tenancy created by this office. The plot let was in the position shown by white marginal scoring on the plan, attached herewith and was there since the date of acquisition of case No. 2, scheme No. 47. The area of this plot was 617 sq. yards and the monthly rent for the same was Rs. 20-6-0. As a portion of this plot was to be absorbed in the new Trust Road, the tenant was served with a notice to quit. Then instead of filing an ejectment suit against him which the Trust would have been forced to do, he was asked whether he would shift his shed on the land situated in the rear. The tenant agreed and he was, therefore, given 275 sq. yards of land in the rear of his shed, shown by yellow marginal scoring, on a monthly tenancy at a rent calculated at the enhanced rate of Rs. 25 per 100 sq. yards per month.

7. The applicant's main object in setting forth these irrelevant comparisons in his application, is to get his present rent of Rs. 105 per month reduced by some means or other. He quite conveniently forgets that in the instances which he has cited the plots are situated in an inferior and different locality and are on a monthly tenancy, whereas the applicant himself has entered into a 3 years' lease for a small compact plot situated on an important road like the Arthur Road. Instead of saying that he desires to get his rent reduced, he complains of unfair treatment, which he has no reason to do, as he of his own free will and accord took up his plot on a 3 years' lease at a monthly rent of Rs. 105."

(c) Chief Officer's note, dated 1st April 1927 :—

"I have inspected the firewood sheds referred to in the petition. The one occupied by the petitioner is in a much better position than the other and I agree with the Land Manager's remarks."

Proposed by the Chairman—

"That the question be referred back to the Chief Officer for reconsideration."

Dr. Viegas moved an *amendment*—

"That the recommendation made by the Chief Officer be approved."

The *amendment* was seconded by Sir Reginald Spence.

The *amendment* was put to the vote and 6 members voted *for* and 6 *against* it. It was *lost* by the casting vote of the Chairman.

A poll was demanded by Dr. Viegas.

The result was as follows :—

<i>For.</i>	<i>Against.</i>
Dr. Dadachanji.	Sir Vasantrao.
Dr. Viegas.	Mr. Hoosenally.
Sir Reginald Spence.	Mr. Silam.
Mr. Bell.	Mr. Borade.
Mr. Thomas.	Mr. Horniman.
Mr. Neilson.	Mr. Dumasia.
	Dr. Batliwalla.



Messrs. Mirza and Billimoria did not vote.

The Chairman declared the *amendment lost*.

The original proposition on being put to the vote was *carried*.

**Resolution 206.**—The question should be referred back to the Chief Officer for reconsideration.

10. Re : Dadar-Matunga—plot 751—request for reduction of ground rent.

(File No. Mis. 42/27. Ref. C. R. 153/27.)

Considered Estate Agent's No. 3042, dated 7th April 1927:—

"I have the honour to state that the Improvements Committee by their Resolution No. 153, dated 24th March 1927, decided to allow the building tenant of the above plot Mr. Nowroji Dorabji Dhakmarwalla to pay for this plot ground rent calculated at 6% per annum on Rs. 11 per sq. yard, instead of paying cash premium at the rate of Rs. 10 per sq. yard. The usual 12 months' rent-free period was allowed him, followed by a rebate of 25% in the ground rent for the next four years. These concessions on the Rs. 11 ground rent are equivalent to a cash payment of Rs. 10 at the present time.

2. The Improvements Committee's Resolution was duly communicated to Mr. Dhakmarwalla, copy of whose letter (printed below), dated the 5th instant in reply is forwarded herewith, in which he asks the Committee to reconsider their decision as:—

(a) his neighbour on plot No. 752, is only paying ground rent calculated at 6% per annum on Rs. 10 per sq. yard,

(b) he is a Government servant and intends to commute a part of his pension with a view to commuting the ground rent.

3. As regards (a) the applicant has a corner plot which is of more value than plot No. 752, which has buildings on both sides. Referring to (b) under the terms of his building agreement and lease form the applicant will be allowed to commute his ground rent within the first five years of his lease terms at 18 years' purchase, should he wish to do so."

*Building tenant's letter, dated 5th April 1927 referred to in para 2 above:—*

"With reference to para 1 of your letter, No. 2766, dated 1st April 1927, I have the honour to inform you that in my letter under reference I had requested the Improvements Committee to calculate the rent at Rs. 10 per sq. yard. But I find that they wish to charge me at the rate of Rs. 11 per sq. yard.

In this connection, I might say that my neighbour Mrs. Jal Vakil, plot No. 752, has to pay Rs. 10 per sq. yard and in my case perhaps one rupee more has been charged for my plot being a corner one. But I may point out that I have to share the cost of only one common wall, whereas my neighbour shares cost of 2 common walls and thus makes a saving. Besides, as stated in my previous letter I am a Government servant just retired and am applying to Government to commute a portion of my pension to enable me to build a house and if I succeed in doing so, I intend to buy the plot. I, therefore, beg to request the Improvements Committee may be pleased to reconsider their decision and grant my request to calculate the rent at Rs. 10 per sq. yard. Such concessions will encourage others to buy vacant plots."

**Resolution 207.**—The applicant should be informed that his request to reduce the rent cannot be complied with.

11. Re : Dadar-Matunga—plot No. 668—fixing rent for the building on.  
( File No. Mis. 315/27.)

Considered Estate Agent's No. 3098, dated 8th April 1927 :—

" I have the honour to state that the above plot is one out of those allotted by the Board to the Zoroastrian Building Society, Limited.

2. The building on the plot has been completed and a completion certificate issued.

3. The said Society proposes to fix a maximum rent of Rs. 750 per month for the whole of the building as follows :—

	Rs.	Rs.
<i>Ground Floor—</i>		
2 flats facing East at Rs. 70 each ...	140	
2 flats facing West at Rs. 42-8 each ...	85	
	225	per month.
<i>First Floor—</i>		
2 flats facing East at Rs. 77-8 each ...	155	
2 flats facing West at Rs. 47-8 each ...	95	
	250	per month.
<i>Second Floor—</i>		
2 flats facing East at Rs. 85 each ...	170	
2 flats facing West at Rs. 52-8 each ...	105	
	275	per month.
	Total Rs. ... 750	per month.

4. As required under the terms of the Zoroastrian Building Agreement, the above-mentioned amount of rent, viz., Rs. 750 per mensem is on the basis of a net annual return of 6 per cent. on the total actual outlay on the building amounting to Rs. 85,000 and the same is, therefore, recommended for the Committee's approval and sanction."

**Resolution 208.**—The proposal is sanctioned.

12. Re : Sydenham Road Estate—plot 58—request to forego interest on balance of premium.  
( File No. Mis. 242/26. )

Considered Estate Agent's No. 3040, dated 7th April 1927 :—

" I have the honour to state that the Improvements Committee by their Resolution No. 152, dated the 24th March 1927, accorded sanction to the extension of the period for the payment of the remaining 88 per cent. premium by Mr. Esmailji Abdulalli Machiswalla for the above plot up to the 31st March 1927, on condition that he—

(a) deposits with the Trust title deeds of his immovable properties of the market value of Rupees two lacs, and

(b) he agrees to pay interest at 6 per cent. per annum on the required amount of Rs. 1,07,478, from the 4th February 1927, up to the date of payment.

2. These terms were duly communicated to the building tenant's solicitors, copy of whose letter\* No. 2041, dated the 5th instant in reply is forwarded herewith, in which they ask that the Trust should forego the interest on this premium as it will be a

\* Not printed.

hardship to their client, owing to the fact that the building work cannot be continued after 31st May, as the monsoon will interrupt building work.

3. Possession of this vacant plot was given to building tenant on the 4th of February 1927 after the Trust had demolished the old existing buildings, from which a large revenue was being obtained, and on that date the building tenant was at liberty to commence his building and the same should have been well advanced by the 31st May 1927, instead of which he has done nothing.

4. Under the circumstances the undersigned is unable to recommend that the Trust should forego the interest at 6 per cent. on the balance of the premium, which was due to them on the 4th February 1927."

**Resolution 209.**—The building tenant should be informed that his request to forego the interest cannot be complied with.

13. Re : Agripada West Estate—plot 22—motor garage on.

( File No. Mis. 313/27. )

Considered the following :—

(a) Trust Architect's No. 880, dated 31st March 1927 :—

" I have the honour to forward herewith a plan\* received from the lessee's architect showing the motor garage proposed to be erected on the above plot and to state that the proposal may be allowed subject to the Board's usual normal conditions laid down in Trustees' Resolution No. 296, dated 27th September 1918, and there being no other opening except the entrance door."

(b) Estate Agent's No. 3099, dated 8th April 1927 :—

" \* \* \* \* \*

2. The undersigned concurs with the Trust Architect's recommendations.

3. The lease of this plot having been granted, premium will be payable at the rate of Rs. 875 for every 100 sq. ft. covered by the garage, together with the cost of the necessary license."

**Resolution 210.**—The proposed motor garage may be allowed subject to the usual normal conditions laid down in Trustees' Resolution No. 296, dated 27th September 1918 and No. 255, dated 22nd June 1920, and to the further condition that there should be no other opening except the entrance door.

to pay  
my plot  
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a saving.

Re : Sandhurst Road West Estate—plot 61—motor garages on.

( File No. Mis. 317/27. )

retired and considered the following :—

me to build a Trust Architect's No. 963, dated 7th April 1927 :—

beg to request the honour to forward herewith plans\* for the proposed garages for the and grant my above plot, received from the lessee's architects.

**Reso** proposed to construct two garages attached to the existing building at the r. Portions of the garages as proposed are on the 15 feet reserved open ist as well as a little over the triangular portion of the open space leased

\* Not printed.

as per Trustees' Resolution No. 12 (copy attached\*) of 19th January 1915, with the condition that the same is not to be built on.

The garages as such may be allowed subject to the following :—

1. That the garages shall comply with the Board's usual normal conditions as per Trustees' Resolution No. 296 of 27th September 1918.
2. That detailed plans and calculations for the R. C. C. work as well as the name of the person responsible for carrying out the same shall be submitted for approval.
3. That there shall not be any other opening except the entrance doors."

(b) Estate Agent's No. 3090, dated 8th April 1927 :—

" \* \* \* \* \*

2. The undersigned sees no objection to the erection of the proposed 2 garages subject to the Trust Architect's requisitions, and on payment of premium by the lessee at the rate of Rs. 1,063 for every 100 sq. ft. of reserved open space covered by the garages, and the costs of the necessary license."

**Resolution 211.**—The proposed motor garages may be allowed subject to the usual normal conditions laid down in Trustees' Resolution No. 296, dated 27th September 1918 and No. 255, dated 22nd June 1920 and to the Trust Architect's requisitions.

15.

Re : Sandhurst Road West Estate—plot 7—Motor garage on.

( File No. Mis. 316/27. )

Considered the following :—

(a) Trust Architect's No. 868, dated 31st March 1927 :—

"I have the honour to forward herewith a plan\* received from the lessee's architects, showing the motor garage proposed to be erected on the above plot and to state that the proposal may be allowed subject to the Board's usual normal conditions laid down in Trustees' Resolution No. 296, dated 27th September 1918."

(b) Estate Agent's No. 3100, dated 8th April 1927 :—

" \* \* \* \* \*

2. The undersigned concurs with the Trust Architect's recommendation.

3. The lease of this plot having been granted, premium will be payable at the rate of Rs. 1,063 for every 100 sq. ft. covered by the garage, together with the cost of the necessary license."

**Resolution 212.**—The proposed motor garage may be allowed subject to the usual normal conditions laid down in Trustees' Resolution No. 296, dated 27th September 1918 and No. 255, dated 22nd June 1920.

16. Re: Scheme 43 Parel Road Central—Cases Nos. 34 and 35—property at the junction of Parel Road and 2nd Cooper Street—permission to erect a temporary structure on—sanction for.

( File No. Mis. 304/27. )

Considered the following :—

(a) Estate Agent's No. 2833, dated 5th April 1927 :—

" I have the honour to state that under the terms of the retention agreement, dated the 30th March 1920, between Bai Amtubai, wife of Karimbhai Thaverbhai and the Board, Amtubai agreed to pay to the Board Rs. 15,000 for the property comprised in the Case No. 34 and to retain the buildings on cases Nos. 34 and 35 after giving to the Board as much land as was required for the widening of Parel Road.

2. The set-forward land has been duly handed over to the Trust, and Parel Road has been widened at this point.

Bai Amtubai died about 3½ months ago leaving 2 sons Esmailji and Abdullabhai and a daughter Husseinabai who now desire to erect a temporary building on the land retained by them and for that purpose to raise money on the mortgage thereof.

3. Under the terms of the agreement the owners had to erect on the land within 18 months from the date of the site being cleared, a pucca building to be used for shops, godowns, motor works or garages or residences.

4. A copy of the two sons' letter (printed below), dated the 29th January 1927, is forwarded herewith in which they state that a sum of Rs. 50,000 which their father had set aside for the construction of the building on this land is not now available as it was lent to two merchants who are in difficulties and are unable to pay the same. They, therefore, ask to be allowed to erect a temporary building on this site costing about Rs. 8,000 in accordance with plans\* forwarded herewith, which will be governed by the Municipal Bye-Laws.

5. As under the terms of the agreement the ground rent will be calculated at 4½ per cent. per annum on Rs. 103 only, the proposed temporary structure will be ample security for the Trust rent.

It is also considered that it is in all the parties' interests to have a temporary structure of good external appearance on this land, than to have no building at all, and the undersigned, therefore, recommends that the necessary permission should be given."

*Copy of letter referred to in para 4 above :—*

" We have the honour to state that our mother Bai Amtubai, wife of Karimbhai Thaverbhai, the lessee herein, died about 3½ months back and we the undersigned Esmailjee Karimbhai and Abdullabhai Karimbhai are now the owners of the above property. Our late mother intended to erect a new building over the above piece of land and for that purpose our father the late Mr. Karimbhai Thaverbhai (who died about 15 months back) had set apart a sum of Rs. 50,000. This sum our father had in the meantime lent to two merchants as at that time the Parel Road had not yet been widened. These merchants are now in difficulties and have not returned to us our moneys and we cannot say how long they will yet take to return the same to us. We are, therefore, at present unable to build a pucca building over the above land.

Under the circumstances, we have the honour to request you to be so good as to give us permission to erect a temporary building on the above plot, consisting of ground floor only, without any stone frontages so that thereby, rather than let the ground remain vacant, we may be able to get some rent from the same.

We may here state that according to the clause in the agreement we had to pay Rs. 15,000 for Case No. 34, which sum was paid by our mother to the Trust so far back as 10th March 1921. Now no ground rent is to be paid excepting some

\*Not printed.

nominal rent of 8 annas per month. You will thus see that practically no ground rent is to be paid and therefore the Trust will not be in any way the loser if a temporary building is erected over the above plot as you do not need any security for any ground rent.

Under the circumstances we have the honour once again to request you to be so good as to give us the permission asked for at an early date."

(b) Chief Officer's note, dated 8th April 1927 :—

"In the circumstances I see no objection to the proposal, provided plans are approved by the Plans Sub-Committee."

**Resolution 213.**—The recommendation made by the Chief Officer is approved.

17. Re: Dadar-Matunga—plot 748—request for extension of building period.

(File No. Mis. 312/27.)

Considered Estate Agent's No. 3009, dated 7th April 1927 :—

"I have the honour to state that the building tenant of the above plot is Mr. Gajanan Sakharam Gupte. He has now applied that the building period of 24 months from the date of possession *viz.*, 15th May 1925, which will expire on the 15th May 1927, may be extended by six months upto 15th November 1927, as he has not yet been able to start construction work owing to several difficulties. Further he states that he has been paying the ground rent duly and that, therefore, there would be no loss to the Trust by the grant of his request.

2. There is no objection to the building tenant's request being granted. The Committee's sanction may please be obtained thereto."

**Resolution 214.**—The building period may be extended to 15th November 1927.

18. Re: Chief Officer—Mr. R. H. A. Delves, F.S.I.—leave to—on average pay for 5 months from 6th June 1927.

Considered letter from the Chief Officer, dated 8th April 1927 :—

"I have the honour to inform you that I have requested the Board to grant me five months' leave from the 6th June next."

Proposed by the Chairman—

"That the Chief Officer's letter be recorded.

2. The Committee desire to recommend to the Board that Mr. J. T. Burge, Estate Agent, should be appointed to act as Chief Officer and that Mr. A. K. Dadachanji, the Senior of the two Dy. Estate Agents, should be appointed to act for Mr. Burge."

Dr. Viegas moved an *amendment*—

"That the Chief Officer's letter be recorded.

2. The question regarding the acting arrangements be referred to the Finance and Establishment Sub-Committee for consideration and report."

After the discussion had proceeded for some time, the Chairman accepted the *amendment*—

"That the Chief Officer's letter be recorded.

2. The question regarding the acting arrangements be referred to the Finance and Establishment Sub-Committee for consideration and report."

and when the *amended proposition* was just being put to the vote, Dr. Viegas raised a point of order as to whether in view of Rule 1 of the Rules for the transaction of business by the Improvements Committee, the question of acting arrangements which had not been entered on the Agenda paper, could be considered.

The Chairman ruled the point out of order on the ground that no point of order could be raised when the *proposition* was being put to the vote and besides the matter is being referred to the Committee.

On being put to the vote the *amended resolution* was carried.

**Resolution 215.**—The Chief Officer's letter is recorded.

2. The question regarding the acting arrangements should be referred to the Finance and Establishment Sub-Committee for consideration and report.

19. Re: Letter from the Examiner, Outside Audit, No. O. A. 10-9, dated 7th April 1927, re: cost of Management and Establishment.

"I have the honour to address the Improvements Committee on the subject of the "cost of management and establishment" with reference to their Resolution No. 274, dated the 23rd November 1926.

2. During the first fifteen years of the activities of the Trust the cost of management and establishment was charged wholly to Capital under section 75(1) of the City of Bombay Improvement Act, 1898, and since 1914-15 it has been apportioned between

7½%	on cost of acquisition.
7½%	" " works.
4½%	" capital value of land leased during the year.
2½%	" sale proceeds.
2½%	" permanent revenue collected.
7½%	" temporary revenue collected.

Capital and Revenue. The percentages noted in the margin were fixed by the Board as standard percentages for distributing such cost between Capital and Revenue, the underlying idea being

to levy the same charges that an estate agent would make for similar services rendered by him—*vide* Trustees' Resolution No. 174, dated the 4th August 1914, and No. 351, dated the 29th July 1919.

3. From the accompanying statement No. 1\* it will be seen that during the last 3 years the actual cost of management and establishment has shown a marked increase over the normal figures. Prior to this there were increases only in 2 years, *viz* :—

- (1) 1914-15 an increase of only Rs. 39,000 of which Rs. 28,000, were loan expenses and the balance may be attributed to the sudden outbreak of war in August 1914 and the consequent abrupt curtailment of the Trust programmes;
- (2) 1922-23 an increase of Rs. 1,18,000 of which Rs. 95,000, were loan expenses.

In 1920-21 and 1921-22, it will be noticed, there was actually a decrease of Rs. 11,00,000 and Rs. 14,000 in spite of the large amounts Rs. 2,39,000 and Rs. 5,30,000 spent by way of loan expenses. The marked increase of the actuals (which it may be noted include no loan expenses except a small sum of Rs. 2,188 in 1925-26), over the normals, by Rs. 6,44,000 in 1923-24, Rs. 5,77,000 in 1924-25 and Rs. 6,05,000 in 1925-26 is analysed in the accompanying statements\* Nos. 2 and 3.

4. In statement No. 2\* are given details of work done by the Land Manager's and Estate Agent's departments, from the year 1914-15, with the corresponding figure of the cost of the Establishment of these departments. A reference to the figures give against the years 1920-21 and 1921-22 will show that in those years a great deal of work was

\* Not printed.

done for which additional posts were created by the Board, but when in 1923-24, the figures representing work done bore to the figures of 1921-22, the ratios shown in the margin, the establishment instead of showing a decrease showed an increase of

In 1923-24 cost of acquisition was 28% of that of 1921-22.  
 " the temporary revenue was 96% of that of 1921-22.  
 " the capital value of land leased was 86% of that of 1921-22.  
 " the sale proceeds were 32% of those of 1921-22.  
 " the area leased was 31% more than that of 1921-22.  
 " the area of land developed was 18% more than that of 1921-22.  
 " the cost of maintenance of lands and buildings was Rs. 21,000, more than that of 1921-22.

Rs. 51,000 in cost and 48 in strength; and similarly in 1925-26, when figures were as shown in the margin the establishment during the year instead of showing a decrease, showed an increase of Rs. 11,000 in cost and 14 in strength. These two instances indi-

In 1925-26 cost of acquisition was 9% of that of 1921-22.  
 " the area of land developed was 53% of that of 1921-22.  
 " the area leased was 35% of that of 1921-22.  
 " the capital value of land leased was 65% of that of 1921-22.  
 " the temporary revenue was 89% of that of 1921-22.  
 " the sale proceeds were 24% of those of 1921-22.  
 " the cost of maintenance of lands and buildings was Rs. 29,000 more than that of 1921-22.

cate that in 1923-24 and the two subsequent years when there was a marked decrease in the amount of work turned out by the Land Manager's and Estate Agent's departments there was a considerable increase in the strength of the establishment and it was owing to this that the actual figures of the cost of management and establishment exceeded the normals during the three years 1923-24 to 1925-26.

5. It is a question for consideration whether even the budgeted figures for 1927-28 warrant the maintenance of an establishment costing Rs. 3,68,000. For this purpose a comparison is made below with the figures for 1916-17 and 1917-18 :—

Year.	Sale proceeds.	Cost of acquisition.	Temporary revenue collected.	Cost of maintenance of buildings, etc.	Cost of establishment.	Strength of establishment.
<i>i</i>	<i>ii</i>	<i>iii</i>	<i>iv</i>	<i>v</i>	<i>vi</i>	<i>vii</i>
1916-17 ...	429	2,763	1,533	69	153	98
1917-18 ...	551	1,703	1,696	77	186	103
1927-28 ...	398	1,492	2,145	181	368	139

(figures in columns *ii* to *vi* are given in thousands of rupees.)

The figures speak for themselves and looking to the fact that the area developed in 1917-18 has never been developed in any subsequent year, and the area leased during any of the last five years has not reached the figure for 1917-18, it is a point for investigation whether the time has not come to go back to the establishment which during the years 1916-17 and 1917-18 seems to have turned out more work than has been budgeted for in respect of the year 1927-28.

6. A reference is invited to statement No. 3 from which it will be seen that during the years 1925-26 to 1927-28, and specially 1927-28 the cost of engineering establishment bears a high proportion to the cost of works—it was 8½% in 1923-24, 8½% in 1924-25 and 13½% in 1925-26 and will be about 16½% in 1926-27 and 22½% in 1927-28. This threefold increase in about four years' time seems to indicate that with the curtailment of the Trust programme a proportionate reduction has not been made in the strength of the establishment. It is suggested that the Committee should go into the question of the increase and see if it is fully justified and if further retrenchment is not possible.

7. In order to show that the rise in the cost of management and establishment cannot be explained by increments of pay and by leave allowances to retrenched staff the strength of establishment is given in both statements Nos. 2 and 3. Similarly in view of fluctuation in prices the areas have been given wherever practicable."



**Resolution 216.**—Referred to the Finance and Establishment Sub-Committee for consideration and report.

20. The following documents were executed :—

(1) *Debentures*—

Name of holder.	Year of Loan.	Amount.	New Issued.	Old Cancelled.
		Rs.		
The Central Bank of India, Ltd. ...	1902	2,000	1	4
	1907 .	4,000	1	5
	1908	5,000	2	8
	1913	4 000	1	7
Total Rs. ...	...	15,000	5	24

(2) *Agreement* with Mr. Ardeshir Nusserwanji Khariwalla for the building lease of plot No. 5, Parel Road South Estate.

21. The following papers were laid on the table :—

1. Charge report, dated 31st March 1927, *re* : the handing over and receiving charge respectively of the office of Land Manager, by Messrs. M. S. Bharucha, L.C.E., and J. T. Burge, F.S.I.
2. Charge report, dated 1st April 1927, *re* : the handing over and receiving charge respectively of the office of Secretary and Chief Accountant, by Messrs. N. T. Chawathey and C. P. Gorwalla.
3. Charge receipt of roads and footpaths handed over to the Municipality.
4. Purchase orders sanctioned by the Chief Officer under Section 22(1) of the Act.
5. Work Orders                              do.                              do.

6. Statement for the quarter ending 31st March 1927 of plots on the Board's Estates handed over to the charge of Tenants.

Estate.	Plot No.	Date.	Remarks.
Sydenham Road ... ..	58	21-1-27	
Kolbhatwadi ... ..	15	28-1-27	
Parl Road South ... ..	5	11-2-27	
Dadar-Matunga ... ..	751	24-1-27	
Do. ... ..	752	3-2-27	
Do. ... ..	753	14-2-27	
Sewri-Wadala ... ..	Plot A	9-3-27	
Worli Scheme 52, Case 5 ...	A.B.C.	19-2-27	
West Chaupati ... ..	36A	19-3-27	
Worli Scheme 52, Case 5 ...	W. X. Y. Z.	22-3-27	
Suparibaug ... ..	215	28-2-27	

# Bombay Improvement Trust.

ESPLANADE ROAD,

*Bombay, 19th April 1927.*

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 2-30 P.M. (S.T.) there were—

PRESENT :

1. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., *Chairman.*
  2. DR. K. E. DADACHANJI, L.M. & S.
  3. DR. ACCACIO G. VIEGAS, L.M. & S.
  4. DR. S. S. BATLIWALA, L.M. & S., F.C.P.S.
  5. MR. S. L. SILAM, B.A., LL.B.
  6. MR. NAOROJI M. DUMASIA.
  7. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
  8. MR. HOOSENALLY M. RAHIMTOOLA, B.A.
  9. MR. K. F. NARIMAN, B.A., LL.B.
  10. SIR REGINALD SPENCE, KT.
  11. MR. S. B. BILLIMORIA, M.B.E.
  12. MR. S. D. SAKLATWALA.
  13. MR. R. D. BELL, C.I.E., I.C.S.
  14. MR. W. H. NEILSON, O.B.E.
  15. THE HON'BLE MR. G. A. THOMAS, C.I.E., I.C.S.
  16. MR. GANPAT KRISHNAJI BORADE.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.  
MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meeting, held on 12th April 1927, were signed.

1. Re: Accommodation for pilgrims—Mazagaon Chawls.

Considered Chief Officer's note, dated 18th April 1927 :—

"On Friday last, the Municipal Commissioner sent me a telephone message to the effect that an unusually large number of Hajjis had arrived in the City. He stated it was possible that representatives of the Pilgrims' Committee would see me during the course of the day and asked me to assist them in housing as many as possible as it was in the interest of the health of the City that this should be done.

Mr. Hooseinbhoj A. Lalljee, a Member of the Pilgrims' Committee, saw me later in the day and I arranged to place at the disposal of the Committee 320 rooms in the Mazagaon Chawls. The rent of these rooms is Rs. 9 and Rs. 10 per month but in the circumstances it is not proposed to charge the Committee anything more than the cost of employing any additional sweepers who may be necessary."

Proposed by the Chairman—

“That the Chief Officer’s action in placing 320 rooms in the Mazagaon Chawls at the disposal of the Pilgrims’ Committee free of rent except the cost of employing additional sweepers be approved.”

Dr. Viegas observed that the Pilgrims’ Committee should be held liable to pay any expenditure incurred by the Trust on account of whitewashing, repairing, sanitary, fittings, Municipal taxes &c. Thereupon the Chief Officer suggested the addition of the words “and any other out-of-pocket expenses that may be incurred by the Trust” after the word “sweepers” in the proposition moved by the Chairman. The Chairman accepted the addition and the amended proposition on being put to the vote was *carried*.

**Resolution 217.**—The Chief Officer’s action in placing 320 rooms in the Mazagaon Chawls at the disposal of the Pilgrims’ Committee, free of rent except the cost of employing additional sweepers and any other out-of-pocket expenses that may be incurred by the Trust, is approved.

2. Re: Dadar-Matunga—plot 747—application for lease.

( File No. Misc. 322/27. )

Considered Estate Agent’s No. 3214, dated 9th April 1927 :—

“Herewith I have the honour to forward an application by Messrs. A.F. Sunavala and Dhanjisha F. Sunavala for a building lease of the above plot on payment of a premium of Rs. 10 per sq. yard within three months from the date of the application together with a nominal rent of Re. 1 per annum. This is equivalent to a ground rent calculated at 6 per cent. on Rs. 11 per sq. yard.

2. The applicants wish to erect a building for their own residence here.
3. The area of the plot being about 769 sq. yards, the premium will amount to about Rs. 7,690.
4. The conditions on which the application is based are normal and acceptance is recommended.”

**Resolution 218.**—The application is accepted.

3. Re: West Chaupati Estate—Tennis court on.

Considered Chief Officer’s note, dated 16th April 1927 :—

“In 1910, the Board decided to enclose the triangular open space on this estate and to lay out a tennis court, the tenants of the estate being left to form a club and maintain the court at their expense. Such a club was afterwards formed and a formal agreement was executed in 1915.

2. The agreement provided for—
  - (a) a yearly tenancy at a rent of Rs. 12 per annum,
  - (b) taxes to be paid by the tenant,
  - (c) no buildings etc., to be erected except temporary sheds and those only with sanction,
  - (d) fences etc., to be kept in good order by the tenant,
  - (e) the ground to be used only for purposes of recreation,

(f) no trees etc., to be cut,

(g) all residents of buildings on the estate to be admitted as members of the club on easy terms, such terms as also the rules of the club to be approved by the Board. Persons not resident on the estate not to be admitted as members except on payment of subscriptions which shall be more than those paid by residents and such as shall be approved by the Board.

3. There were in addition a few minor conditions such as are usually found in agreements.

4. The club has ceased to exist and the ground is not now used. Mr. B. S. N. Cooper and some other gentlemen resident on the estate have now come forward with a proposal to form a new club on the same lines as the old. I, therefore, request sanction to let the land to this new club when formed, on conditions similar to those noted above, the new club agreeing to put the court in order."

**Resolution 219.**—The proposal made by the Chief Officer is sanctioned.

4. Re : Report No. 5, dated 19-4-27, of the Finance and Establishment Sub-Committee, re : arrangements during the absence on leave of the Chief Officer.

Considered Report No. 5, dated 19th April 1927, of the Finance and Establishment Sub-Committee :—

"With reference to para 2 of the Committee Resolution No. 215, dated 12th April 1927, we beg to suggest that the Board be recommended to appoint Mr. J. T. Burge, Estate Agent, to act as Chief Officer on a salary of Rs. 2,500 per mensem with the usual motor allowance of Rs. 200 per mensem, and Mr. A. K. Dadachanji, the senior of the two Deputy Estate Agents to act for Mr. Burge."

Proposed by the Chairman—

"That the Report No. 5, dated 19th April 1927, of the Finance and Establishment Sub-Committee be approved.

2. That a copy of the Sub-Committee's Report be forwarded to the Board with a recommendation that the same be adopted."

The report was considered in two parts, viz :—

(1) appointment of Mr. J. T. Burge and (2) appointment of Mr. A. K. Dadachanji—

*Part I. Appointment of Mr. Burge.*

Dr. Viegas moved an *amendment*—

"That Mr. N. D. Mehta, Dy. Municipal Commissioner, be appointed to act as Chief Officer during the absence on leave of Mr. R. H. A. Delves."

The amendment on being put to the vote was *lost*.

*Part II. Appointment of Mr. Dadachanji.*

Dr. Viegas moved an *amendment*—

"That Mr. G. L. Narasimham be appointed to act for Mr. Burge."

The *amendment* on being put to the vote was *lost*.

The *original proposition* was *carried*.

**Resolution 220.**—The Report No. 5, dated 19th April 1927, of the Finance and Establishment Sub-Committee is approved.

2. A copy of the Sub-Committee's Report should be forwarded to the Board with a recommendation that the same be adopted.

5. Re : Establishment—Mr. M. S. Bharucha, late Land Manager—payment of gratuity to.

Considered Chief Accountant's note, dated 13th April 1927 :—

" Mr. M. S. Bharucha, late Land Manager, applies for the payment of gratuity on or after 1st October 1927.

Mr. Bharucha has been granted leave for 6 months from 1st April 1927, prior to retirement. He joined the Trust on 1st August 1901, and completed his 55th year on 30th December 1911. His last pay was Rs. 1,800 plus Rs. 450 personal allowance. The amount of gratuity admissible to him is Rs. 20,250 and its payment requires to be sanctioned by the Committee. The gratuity, if sanctioned, will be paid to him when he retires on 1st October 1927."

**Resolution 221.**—The payment to Mr. M. S. Bharucha of a gratuity amounting to Rs. 20,250 on retirement is sanctioned.

6. Re : Member of Committee—Mr. S. D. Saklatwala, elected by the Millowner's Association vice Mr. C. N. Wadia, C.I.E., resigned.

Considered Letter No. 671/80, dated 13th April 1927, from the Secretary, the Millowners' Association, Bombay :—

" With reference to your letter No. Misc. 254/27, dated the 24th March 1927, I have the honour to inform you that Mr. S. D. Saklatwala of Messrs. Tata Sons, Limited, has been returned unopposed as this Association's representative on the Bombay Improvements Committee."

The Chairman welcomed Mr. Saklatwala.

**Resolution 222.**—The letter No. 671/80, dated 13th April 1927, from the Secretary, the Millowners' Association, Bombay, is recorded.

2. Mr. Saklatwala is appointed to serve on the Finance and Establishment Sub-Committee.

7. Re : Advances from the Government of India—repayment of.

Considered Government letter, Finance Department, No. 3817-E, dated 12th April 1927 :—

" I am directed to invite a reference to the Government of India, Finance Department letter No. 1682-F, dated 13th December 1923, communicated to you in Government Resolution No. 2864, dated 29th January 1924. Therein the Government of India observed that the rate of interest on 1921-22 and 1922-23, loans would be reconsidered in 1928-29, with reference to the terms on which they would be able to fund the five year bonds issued in 1921 and 1922. They have since intimated that they are now

prepared as a special concession to grant to all provinces which borrowed in the year 1921-22, some benefit from the conversion, at a lower rate of interest, of the Government of India loans taken in 1921. They have decided that the proposal for the reduction of the rate of interest should take effect from 1st April 1927. Accordingly the Bombay Government have decided that the rate of interest payable by the Bombay Improvement Trust on the advances taken from Government in 1921-22 by that body and now being repaid will with effect from 1st April 1927, be reduced to  $4\frac{1}{2}$  per cent. per annum. This concession is made as a special case without prejudice to the reconsideration of the question which will be undertaken in 1928, when the position as regards the general trend of interest will be capable of estimation with greater precision. I am to request that a programme of revised instalments in repayment of the 1921-22 loans outstanding on 1st April 1927 may be worked out and submitted to Government at an early date."

**Resolution 223.**—The letter from Government, Finance Department, dated 12th April 1927, should be referred to the Finance and Establishment Sub-Committee for consideration and report.

8. Re : Dadar-Matunga—plot 171—motor garages.

( File No. Misc. 337/27. )

Considered the following :—

(a) Trust Architect's No. 782, dated 23rd March 1927 :—

"I have the honour to forward herewith a plan\* received from the lessee's Architects showing two motor garages proposed to be erected on the east corner of the above plot, one having its entrance towards 60 ft. road and the other towards 40 ft. road.

The proposal may be allowed as a special case considering the large amount of open spaces all round the building area, subject to the Board's usual normal conditions of Trustees' Resolution No. 296 of 27th September 1918 and to double premium being paid for the second garage.

(b) Estate Agent's No. 3381, dated 12th April 1927 :—

" \* \* \* \* \*

2. The building tenant has been interviewed, when it was pointed out that his proposal for two garages 20 ft. in length seemed unnecessarily large, and he states that he will be content with two garages 18 ft. x 10 ft.

3. The building tenant has paid a premium for this plot at the rate of Rs. 11 per sq. yard, and he states that he is willing to pay a further premium for the garages on the reserved open space.

4. The premium payable will, therefore, be at the rate of Rs. 250 for every 100 sq. feet covered by the first garage, and Rs. 500 for every 100 sq. ft. covered by the second garage."

**Resolution 224.**—The proposed two motor garages may be allowed as a *special case* subject to :—

(a) The Board's usual normal conditions contained in Trustees' Resolution No. 296, dated 27th September 1918 and 255, dated 22nd June 1920, and

(b) The payment of double premium in respect of the second garage.

\* Not printed.

9.

Re : Dadar-Matunga—plot 473—re-entry.

Considered Estate Agent's No. 3378, dated 12th April 1927 :—

“ I have the honour to state as follows :—

2. By a building agreement, dated the 17th June 1919, the above plot was agreed to be leased to Mr. Matubhai M. Shah at a yearly ground rent calculated at  $4\frac{1}{2}$  per cent. on Rs. 10 per square yard.

3. The area of the plot is 2023 square yards.

4. The deposit paid is Rs. 2,400 in  $3\frac{1}{2}$  per cent. Government Promissory Notes, and the interest accrued thereon is Rs. 647-13-0.

5. Possession of the plot was given to the abovenamed building tenant on the 14th July 1924, and the building period of 36 months will expire on the 14th July 1927. Building plans were passed on the 13th May 1925, but no building work has yet been commenced.

6. The ultimate ground rent is Rs. 912 per annum. Rent commenced to accrue to the Board on the 15th July 1926, and the same is in arrear to the extent of Rs. 513 upto the quarter ending 14th April 1927.

7. Mr. Matubhai was also the building tenant of plot No. 209 of the above Estate, the agreement for which was cancelled and the plot re-entered upon in pursuance of Trustees' Resolution No. 402, dated the 29th September 1925.

8. Mr. Matubhai has written to the undersigned stating his inability to carry out the terms of his agreement for the above plot, and requests that the same should be cancelled and the deposit forfeited, against the arrears of ground rent due by him. Mr. Matubhai was interviewed when he stated that he could not build as he had lost all his money in a land syndicate. He is at present engaged as a managing clerk in a solicitor's office earning only Rs. 250 per month. He has, besides, to meet several creditors. He is, therefore, unable to pay arrears of ground rent, or the cost of the deed of surrender. He further stated that the plot was taken for the benefit of his two brothers, one of whom is now ill and unemployed and the other is engaged with a firm of share-brokers and hardly earns his livelihood. They are also, therefore, not in a position to build on the plot. They are not even able to pay the ground rent for the plot and do not hope to better their condition in the near future. Mr. Matubhai, therefore, requests that his building agreement herein should be cancelled.

9. It is, therefore, suggested that the Committee should pass a resolution determining the said agreement, appropriating the whole of the deposit and interest towards satisfaction of the Board's claim against the building tenant and authorising the undersigned to re-enter upon and take possession of the plot on behalf of the Board.”

**Resolution 225.**—The agreement in respect of the plot should be and the same is hereby cancelled.

2. The deposit together with the accrued interest should be and the whole of it is hereby appropriated towards satisfaction of the Board's claim against the building tenant.
3. Re-entry should be made on the plot by the Estate Agent, Mr. J. T. Burge, F.S.I., on behalf of the Board.



10. Re: Parel Road Northern, Scheme 47—Case No. 125—Surrender.

(File No. misc. 335/27.)

Considered the following :—

(a) Estate Agent's No. 3380, dated 12th April 1927 :—

"I have the honour to state, that the former Trustees by their Resolution No. 512, dated the 18th November 1919, agreed to acquire the building in the above case from Mrs. Putlibai Rustomji Fardoonji Mulla for a sum of Rs. 50,000 and agreed to let her the land remaining, after Parel Road had been widened, of an area of 747 sq. yards on a 999 years' lease at a ground rent calculated at  $4\frac{1}{2}\%$  on Rs. 60 per sq. yard per annum on certain conditions. One of the conditions was that the building tenant should construct a suitable building within 18 months from the date of vacant possession of the plot being given to her. She was also to be allowed a rent-free period of 12 months.

2. These conditions were duly incorporated in an agreement, dated the 26th October 1920.

3. The Trust some little time back demolished the buildings in this Case for the purpose of widening Parel Road, and possession of the remainder of the land was duly given to Mrs. Mulla on 10th November 1926. The annual ground rent amounts to Rs. 2,224 per annum and commences to accrue to the Trust on the 11th November 1927. The Trust holds no deposit of any sort from the building tenant.

4. The plans\* of the proposed building having been sanctioned, the building tenant's architects were written to, inquiring why the building work had not been commenced, and a reply\* was received from the building tenant's solicitors dated the 19th ultimo, a copy\* of which is forwarded herewith, in which they state that owing to the trade depression Mrs. Mulla is unable to go on with the proposed building and is willing to surrender the plot to the Trust.

5. The solicitors further state that owing to their client being allowed a lease of the above land at the time of acquisition, she accepted compensation for her property at a figure of Rs. 10,000 lower than the market value.

The undersigned finds nothing in the papers in support of this statement.

6. The land in case No. 126 on the south was recently leased at a ground rent based at 6 per cent. on Rs. 80 per square yard per annum, whereas Mrs. Mulla has only to pay at the rate of  $4\frac{1}{2}$  per cent. on Rs. 60 per square yard per annum.

7. It would appear that Mrs. Mulla had made a good bargain in respect of the plot she wishes to surrender, and the decision of the Committee, as to whether she is to be allowed to do so or not is requested."

(b) Chief Officer's note dated 14th April 1927 :—

"As a matter of principle, I do not consider that the surrender should be permitted."

**Resolution 226.**—The surrender of the plot should not be permitted as proposed by the Chief Officer.

11. Re: Lalbaug Estate—plots 6 and 7—request by purchasers to incorporate in the terms of the lease the user of the 3 ground floor shops (already leased as such) as a refreshment bar and shop.

(File No. Mis. 34/27.)

Considered Estate Agent's No. 3388 dated 12th April 1927 :—

"I have the honour to state that the former Trustees by their Resolution No. 268 dated the 24th October 1916 agreed to lease the above plots to Mr. Lingaya Sayanna at a rent based on Rs. 28 per square yard.

2. These plots front on Suparibaug Road, and the building tenant duly erected a substantial building, the ground rent for which amounts to Rs. 1,380 per annum.

3. On the application of the building tenant, the Trustees by their Resolution No. 437 dated the 30th September 1919, consented to the experimental issue of a license for one year permitting the use of the shops on the ground floor as a refreshment bar and premises for the sale or consumption of intoxicating liquor and foreign wines between the hours of 10 a.m. and 10 p.m. The shop is let to Mr. Maneckji Rustomji Patel.

4. In March 1922, Mr. Lingaya Sayanna again wrote to say that he had let this refreshment bar and shop to Mr. Maneckji Rustomji Patel on a long lease, and he requested the Board to renew the license for 3 years. The Trustees by their further Resolution No. 169 dated the 17th March 1922, resolved that permission should be given for the continuance of the refreshment bar and liquor shop upto the 1st March 1923, or to such date (if earlier) as on which the lease may be granted.

5. The building tenant subsequently died and as the representatives were unable to pay off the mortgagees on this property the same was put up for sale by order of the High Court, and the lease is to be executed in favour of the purchasers Messrs. Vrajlal Jivandas and his wife Javerbai.

When preparing the lease of this property the question of the continuance of the refreshment bar and shop arose, and it was found that owing to an oversight the words "if earlier" in the Trustees' Resolution referred to above had been overlooked, with the result that it had been assumed that the consideration of this refreshment bar license would be resumed at the time of the granting of the lease. The oversight is regretted.

6. The purchasers' solicitors were written to asking whether they wished to apply for the retention of this refreshment bar, and a copy of their reply\* dated the 26th ultimo is forwarded herewith in which they state that the tenant of the liquor shop Mr. Maneckji Rustomji Patel pays a rent of Rs. 275 per month, and that there is no lease between him and the purchasers, but that the deceased building tenant Mr. Lingaya Sayanna had entered into a lease with him for a certain period of 5 years, with a further option period of five years. The tenure of the lease will, therefore, expire on the 1st of March 1930.

7. No complaints concerning this refreshment bar and shop have been received since the Board's Resolution in March 1922, and the purchasers' solicitors ask that the user of these three shops as a refreshment bar and shop should be incorporated in the terms of the lease.

8. In this connection, however, reference is invited to the Board's Resolution No. 19 dated 14 July 1926 which runs as follows :—

'The Board are of opinion that no liquor shop should be allowed to be located in future on any property or part of the property belonging to the Board or any building or part of the building constructed thereon.'

It is not clear to the undersigned whether the words 'to be located in future' also refer to liquor shops which have been located on the Board's plots for some years, and the decision of the Improvements Committee is requested."

**Resolution 227.**—The user of the three shops as a refreshment bar and liquor shop should be incorporated in the terms of the lease.

\* Not printed.

12. Re: Naigaum Estate—Scheme 60—north-east portion of—proposed site for Electric Sub-Station and Municipal Public Conveniences application for lease of.  
(File No. Mis. 338/27.)

Considered Estate Agent's No. 3379 dated 12th April 1927 :—

"Herewith I have the honour to forward copy\* of plan No. 18 dated the 26th January 1927 showing a tentative development of the north-east corner of this Scheme at the junction of Naigaum Cross Road and Naigaum Road into three building plots, and sites for an Electric Sub-Station and a Municipal Public Convenience.

There are at present two chawls standing on the easternmost plots, and two other chawls on the westernmost plots, and it is not proposed to demolish these buildings for some time.

2. This development has been put forward as the Bombay Electric Supply and Tramways Company have applied for a site for an Electric Sub-Station in this part of the Scheme, and the proposed site is shown edged red and the building lines by yellow edging.

3. The Improvements Committee by their Resolution No. 170 dated the 2nd September 1926 agreed to the reservation of 13 sites for public conveniences in the northern part of the Island, and to hand them over when ready to the Municipality free of charge. One of these sites falls in this corner of the Scheme, and the proposed development now provides for a site for a Public Convenience on the plot behind that proposed for the Electric Sub-Station. The site for the public conveniences has been selected with a view to causing the least inconvenience to the neighbouring plots.

4. The sanction of the Improvements Committee is requested to the development as shown on the plan.

5. An application\* from the Bombay Electric Supply and Tramways Company for a 999 year's building lease of the plot edged red for the erection of a static Sub-Station is also forwarded herewith.

6. The approximate area of this site is 168 square yards and the Company offers a ground rent calculated at 6 per cent. on Rs. 25 per square yard per annum which will amount to about Rs. 252 per annum.

7. The conditions on which this application is based are normal and acceptance is recommended."

**Resolution 228.**—The proposed development is sanctioned.

2. The application from the Bombay Electric Supply and Tramways Co., Ltd., for a static Sub-Station is accepted.

13. Re: Board's Resolution No. 34, dated 6th April 1927, approving Dr. A. G. Viegas' notice of motion that in effecting retrenchment, it should be borne in mind that there should be no extension of service granted to superannuated men.

Considered excerpt from the Proceedings of a Meeting of the Trustees for the Improvement of the City of Bombay, held on the 6th April 1927 :—

"Proposed by Dr. Viegas and seconded by Mr. Mantri—

'That the Board are of opinion that the following point should be borne in mind in effecting retrenchment :—

That no extension of service should be granted to those who are 55 years of age and above.'

No. 34.  
Carried."

It was resolved, Dr. Viegas alone dissenting—

**Resolution 229.**—The matter should be referred to the Finance and Establishment Sub-Committee for consideration and report.

14. Re : Board's Resolution No. 35, dated 6th April 1927, approving Dr. A. G. Viegas' notice of motion that in effecting retrenchment, those whose services have been lent by Government should be sent back as early as possible.

Considered excerpt from the Proceedings of a Meeting of the Trustees for the Improvement of the City of Bombay, held on the 6th April 1927 :—

“Proposed by Dr. Viegas—

‘That the Board are of opinion that the following point should be borne in mind in effecting retrenchment :—

That those whose services have been lent by Government should be sent back as early as possible.’

Dr. Viegas asked for the permission of the House to add the following words at the end :—

‘Except in such cases which have already been decided upon.’

The permission was not granted.

The proposal was seconded by Mr. Mantri.

With the permission of the House the Secretary left the Hall.

The motion was put to the vote and declared *lost*.

A poll was demanded by Dr. Viegas, Mr. Khairaz, Mr. Tairsee and Mr. Gole, whereupon the following Tellers were appointed by the President :—

Dr. Viegas and Mr. Vaidya for the Ayes.

Sir Vasant Rao and Mr. Khairaz for the Noes.

The result of the counting was as follows :—

<i>For</i>	<i>Against</i>
1. Dr. A. G. Merchant, L.M. & S.	1. Mr. Rahimtoola M. Chinoy.
2. Mrs. Avantikabai Gokhalay.	2. „ A. R. Dimtimkar.
3. Mr. B. G. Parelkar.	3. „ Byramjee Jeejeebhoy.
4. „ Dostmahomed G. Khairaz.	4. „ H. J. Davis.
5. „ G. B. Nare, B.A.	5. „ Fazal Ibrahim Rahimtoola, B.A., M.L.A.
6. „ Haji Esa Haji Oosman Poonawalla.	6. „ G. K. Borade.
7. „ Jamnadas M. Mehta, M.A., LL.B., BAR-AT-LAW, M.L.A.	7. „ G. D. Billimoria.
8. Dr. J. V. Vora, L.M. & S.	8. „ W. H. Hammond, M.A.F., R.G.S.
9. Mr. Kanji K. Master.	9. „ Hoosenally M. Rahimtoola, B.A., M.L.C.
10. „ Kisonadas M. Ramji.	10. „ H. M. Chowna.
11. „ L. R. Tairsee.	11. „ Ishwardas Lukhmidas.
12. Rao Bahadur Manaji Rajooji Kalewar.	12. Dr. J. N. Choksy, M.B.B.S.
13. Dr. M. B. Velkar, L.M. & S.	13. „ K. E. Dadachanji, L.M. & S.
14. Mr. P. G. Sahasrabudhe.	14. „ M. N. Balsara, L.M.&S., D.P.H.(Cantab)
15. „ R. K. Vaidya, B.A.	15. Mr. Mirza A. M. Khan, M.A., LL.B.
16. „ R. A. Gole.	16. Dr. E. Moses, M.D.
17. „ R. M. Bhat.	17. Mr. Nanabhai Luxumon.
18. „ R. K. Pirbhai, B.A., LL.B., (Cantab.) BAR-AT-LAW.	18. „ W. H. Neilson, O.B.E., M.I.C.E., M.I. Mech. E.
19. „ S. L. Silam, B.A., LL.B.	19. „ P. J. Marzban, M.A., M.L.C.
20. „ S. A. Mantri.	20. The Hon'ble Sir Phiroze C. Sethna, KT., O.B.E.
21. „ S. K. Bole, M.L.C.	21. Dr. R. M. Mistry, F.C.P.S., L.M. & S.
22. Dr. Accacio G. Viegas, L.M. & S.	22. „ Sorabji P. Mehta, B.A., L.M. & S.
23. Mr. Virchand P. Shah, B.A.	23. Sir Vasant Rao A. Dabholkar, KT., C.B.E., M.L.C.
24. „ Y. G. Pandit.	

The following Trustees abstained from voting :—

Mr. Horniman.

Mr. Petit.

Mr. Gamudia.

In accordance with the Tellers' Report, the President declared that the motion was carried."

It was resolved, Dr. Viegas alone dissenting—

**Resolution 230.**—The matter should be referred to the Finance and Establishment Sub-Committee for consideration and report.

15. Re : Board's Resolution No. 36, dated 6th April 1927, approving Dr. A. G. Viegas' notice of motion, that in effecting retrenchment permanent establishment should come in after the temporary establishment.

Considered excerpt from the Proceedings of a Meeting of the Trustees for the Improvement of the City of Bombay, held on the 6th April 1927 :—

'Proposed by Dr. Viegas and seconded by Mr. Vaidya—

'That the Board are of opinion that the following point should be borne in mind in effecting retrenchment :—

That those on the Temporary Establishment should be asked to go before those No. 36. on the Permanent Establishment ; but length of service in hard cases should be considered.'

Carried."

It was resolved, Dr. Viegas alone dissenting—

**Resolution 231.**—The matter should be referred to the Finance and Establishment Sub-Committee for consideration and report.

16. Re : Board's Resolution No. 37, dated 6th April 1927, approving Dr. A. G. Viegas' notice of motion that in effecting retrenchment, seniors on permanent staff should come in after juniors.

Considered excerpt from the Proceedings of a Meeting of the Trustees for the Improvement of the City of Bombay, held on the 6th April 1927 :—

"Proposed by Dr. Viegas and seconded by Mr. Tairsee—

'That the Board are of opinion that the following point should be borne in mind in effecting retrenchment :—

That the juniors on the permanent staff should be asked to go first and then the No. 37. seniors.'

Carried."

It was resolved, Dr. Viegas alone dissenting—

**Resolution 232.**—The matter should be referred to the Finance and Establishment Sub-Committee for consideration and report.

17. Re : Board's Resolution No. 38, dated 6th April 1927, approving Mr. A. G. Viegas' notice of motion that in effecting retrenchment full gratuity be given to those in service for 25 years and above and who are short of 30 years' service and permitted to retire.

Considered excerpt from the Proceedings of a Meeting of the Trustees for the Improvement of the City of Bombay, held on the 6th April 1927.

"Proposed by Dr. Viegas and seconded by Mr. Poonawalla—

'That the Board are of opinion that the following point, should be borne in mind in effecting retrenchment :—

That those in service for 25 years and above and who are short of 30 years' service should be given the option of retiring if it could be done without detriment to the interests of the Trust and allowed full gratuity as if they have completed 30 years' service or 55 years of age.'

*Carried."*

It was resolved, Dr. Viegas alone dissenting—

**Resolution 233.**—The matter should be referred to the Finance and Establishment Sub-Committee for consideration and report.

18. Re: Board's Resolution No. 39, dated 6th April 1927, approving Dr. A. G. Viegas' notice of motion re: Transfer of the Engineer's Office from Matunga to the Head Office.

Considered excerpt from the Proceedings of a Meeting of the Trustees for the Improvement of the City of Bombay, held on the 6th April 1927 :—

"Proposed by Dr. Viegas—

'That the Engineer's office should be transferred from Matunga to the Head Office.'

Dr. Viegas asked for the permission of the House to add the words 'The Board are of opinion' before the word 'That.' The permission was granted.'

The proposition altered as above was seconded by Mr. Poonawalla and *carried."*

It was resolved, Dr. Viegas alone dissenting—

**Resolution 234.**—The matter should be referred to the Finance and Establishment Sub-Committee for consideration and report.

19. Re: Board's Resolution No. 40, dated 6th April 1927, approving Dr. A. G. Viegas' notice of motion that the Engineer's Accounts Section be transferred to the Chief Accountant's Department.

Considered excerpt from the Proceedings of a Meeting of the Trustees for the Improvement of the City of Bombay, held on the 6th April 1927 :—

"Proposed by Dr. Viegas—

'That the Engineer's Account Section be transferred to the Chief Accountant's Department.'

Dr. Viegas asked for the permission of the House to add the words 'The Board are of opinion' before the word 'That.' The permission was granted.

The proposition altered as above was seconded by Mr. Bole and *carried."*

It was resolved, Dr. Viegas alone dissenting—

**Resolution 235.**—The matter should be referred to the Finance and Establishment Sub-Committee for consideration and report.

20. Re : Board's Resolution No. 41, dated 6th April 1927, approving Dr. A. G. Viegas' notice of motion that the Drawing Section of the Engineer and the amalgamated Departments of the Land Manager and the Estate Agent should be amalgamated.

Considered excerpt from the Proceedings of a Meeting of the Trustees for the Improvement of the City of Bombay, held on the 6th April 1927 :—

“Proposed by Dr. Viegas—

‘That the Drawing Section under the Engineer and the amalgamated Departments of the Land Manager and Estate Agent should be amalgamated.’

Dr. Viegas asked for the permission of the House to add the words ‘The Board are of opinion’ before the word ‘That.’ The permission was granted.

The proposition altered as above was seconded by Mr. Sahasrabudhe and *carried.*”

It was resolved, Dr. Viegas alone dissenting—

**Resolution 236.**—The matter should be referred to the Finance and Establishment Sub-Committee for consideration and report.

21. Re : Gamdevi Estate—plot 79—Motor Garage on.

Considered the following :—

(a) Trust Architect's No. 1028, dated 14th April 1927 :—

“I have the honour to forward herewith plans\* for the proposed motor garage on the east open space of the outhouse area of the building on the above plot received from the lessee's architect.

The side open spaces for this and the adjoining Plot No. 80, where also a similar motor garage has been proposed are 12 feet 6 inches each.

Clause No. B of the Board's normal conditions for the motor garages adopted in Trustees' Resolution No. 296 of 27th September 1918, runs as follows :—

‘With the exception of part of West Agripada Estate, where the main buildings are limited in height to a ground and one upper floor and where only ground floor outhouses are allowed no garages should be allowed on side open spaces which are less than 15 feet in width and where the combined width of the open spaces between the buildings is less than 30 feet.’

There are plots in the Gamdevi Estate where the combined open spaces are 25 feet in width instead of the said minimum of 30 feet as in the present case.

The garage is proposed over the open spaces between the outhouse areas and not those for the main buildings.

Under the circumstances, it is requested that the question of allowing motor garages in Gamdevi Estate for those plots only where the combined open spaces are 25 feet in width may be considered.”

(b) Estate Agent's No. 3583, dated 14th April 1927 :—

2. The undersigned has inspected the site and concurs with the Trust Architect's recommendation.”

(c) Chief Officer's note, dated 15th April 1927 :—

“The general rule is that no garage is to be constructed on the reserved open space unless that open space is 15 feet in width and unless there is 30 feet between

\*Not printed.

buildings. An exception was made in the case of a portion of the West Agripada Estate on the ground that the outhouses are limited in height to a ground floor only, the main buildings having one upper floor. The open spaces are 10 feet in width which means that there is 20 feet between buildings.

On a portion of the Gamdevi Estate the side open spaces are 12 ft. 6 inches in width, (*i. e.*, there is 25 feet between buildings). The servants' quarters are in a block separated from the main building by an open space 15 feet in width. As a general rule, the ground floor is used for purposes other than residential and this being so the closing up of portions of the side open spaces will do not harm provided the height of the garages does not exceed 9 feet."

**Resolution 237.**—In modification of Trustees' Resolution No. 296, dated 27th September 1918, so far as it relates to the erection of garages on all the estates except West Agripada, where the combined width of the open spaces between buildings is less than 30 feet, the construction of garages on the Gamdevi Estate plots where the combined open spaces are 25 feet in width may be allowed.

2. The proposed garage may be allowed subject to the usual normal conditions contained in Trustees' Resolution No. 296, dated 27th September 1918 and No. 255, dated 22nd June 1920.

22.

Re : Gamdevi Estate—plot 80—Motor Garage on.

Considered the following :—

(a) Trust Architect's No. 1027, dated 14th April 1927 :—

" I have the honour to forward herewith a plan\* for the proposed motor garage on the west open space of the outhouse area of the building on the above plot received from the lessee's architects.

The side open spaces for this and the adjoining plot No. 79, where also a similar motor garage has been proposed are 12 feet 6 inches each.

Clause No. B of the Board's normal conditions for the motor garages adopted in Trustees' Resolution No. 296 of 27th September 1918, runs as follows :—

' With the exception of part of West Agripada Estate, where the main buildings are limited in height to a ground and one upper floor and, where only ground floor outhouses are allowed, no garages would be allowed on side open spaces which are less than 15 feet in width and where the combined width of the open spaces between the buildings is less than 30 feet.'

There are plots in the Gamdevi Estate, where the combined open spaces are 25 feet in width instead of the said minimum of 30 feet as in the present case.

The garage is proposed over the open spaces between the outhouse areas and not those for the main buildings.

Under the circumstances, it is requested that the question of allowing motor garages in Gamdevi Estate for those plots only, where the combined open spaces are 25 feet in width may be reconsidered."

(b) Estate Agent's No. 3582, dated 14th April 1927 :—

" \* \* \* \* \*

The undersigned has inspected the site and concurs with the Trust Architect's recommendation."



**Resolution 238.**—The proposed garage may be allowed subject to the usual normal conditions contained in Trustees' Resolution No. 296, dated 27th September 1918 and No. 255, dated 22nd June 1920.

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**23.** List of documents executed :—

- (1) *Two debentures* in favour of Mr. Vishwanath Chintaman Gokhale and another of the loan of 1904 for Rs. 2,000 in lieu of two cancelled.
  - (2) *Lease and Counterpart* to Messrs. Kisanlal Ratanlal Daphtary and others *re* : plot 65, Suparibaug Estate.
  - (3) *Agreement* with Bai Jerbanoo Jal Rustomji Vakil for building lease of plot 752, Dadar-Matunga Estate.
  - (4) *Acceptance of Application* by Messrs. A. F. Sunawala and another *re* : building lease of plot No. 747, Dadar-Matunga Estate.
  - (5) *License and duplicate* to Mr. Udham Bhakoo to erect a petrol delivery pump on the footpath of Lamington Road, Agripada West Estate.
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**24.** The following papers were laid on the Table :—

1. Purchase orders sanctioned by the Chief Officer under Section 22(1) of the Act.
  2. Work Orders sanctioned by the Chief Officer under Section 22(1) of the Act.
  3. Sale of Materials, sanctioned by the Chief Officer under Section 22(1) of the Act.
  4. Temporary lettings, sanctioned by the Chief Officer under Section 22(1) of the Act.
  5. Charge Receipt of roads etc. handed over to the Municipality.
  6. Chief Officer's sanction to the payment of rent of Rs. 30 per month to the Sand and Shingle Supplying Co., for the land where Trust tools and plant are lying since the Trust took charge of the same till they are handed over to the new contractors.
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# Bombay Improvement Trust.

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ESPLANADE ROAD,

*Bombay, 21st April 1927.*

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 2 P.M. (S.T.) there were—

PRESENT :

1. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E.
2. DR. K. E. DADACHANJI, L.M. & S.
3. DR. ACCACIO G. VIEGAS, L.M. & S.
4. MR. L. R. TAIRSEE.
5. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
6. MR. S. L. SILAM, B.A., LL.B.
7. MR. B. G. HORNIMAN.
8. MR. NAOROJI M. DUMASIA.
9. THE HON'BLE SIR PHIROZE C. SETHNA, KT., C.B.E.
10. MR. HOSENALLY M. RAHIMTOOLA, B.A.
11. MR. K. F. NARIMAN, B.A., LL.B.
12. SIR REGINALD SPENCE, KT.
13. MR. S. B. BILLIMORIA, M.B.E.
14. MR. S. D. SAKLATWALA.
15. MR. R. D. BELL, C.I.E., I.C.S.
16. MR. W. H. NEILSON, O.B.E.
17. THE HON'BLE MR. G. A. THOMAS, C.I.E., I.C.S.
18. MR. GANPAT KRISHNAJI BORADE.

MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE SECRETARY WERE ALSO PRESENT.

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Proposed by Mr. Mirza, seconded by Sir Phiroze C. Sethna—

“That Sir Vasant Rao Anand Rao Dabholkar, Kt., C.B.E., do take the chair.”

*Carried.*

The minutes of the meeting, held on the 19th April 1927, were signed.

Considered a statement showing the names of the following members of the Committee elected under Section 13 of the Act by the in Board their

meeting, held on the 13th April 1927, to fill the offices of the members who retired under section 12 (1) of the Act :—

1. Sir Vasantao Anandrao Dabholkar, Kt., C.B.E.
2. Mr. Naoroji M. Dumasia.
3. Mr. S. L. Silam.
4. The Hon'ble Sir Phiroze C. Sethna, Kt., O.B.E.
5. Mr. L. R. Tairsee.

**Resolution 239.**—Recorded.

Re : Appointment of the Chairman of the Committee.

Proposed by Mr. Mirza, seconded by Mr. Dumasia.

“ That Dr. K. E. Dadachanji be appointed Chairman of the Improvements Committee for the year 1927-28.”

Dr. Viegas raised a point of order whether the question of the appointment of the Chairman could be considered, as the Secretary had not circulated the proposition two clear days before the day of the meeting, as required by Rules 1 and 11 (read together) of the Rules for the transaction of business by the Improvements Committee.

The Chairman observed that the proceedings were perfectly in order, as from the agenda it would be noticed that the business before the Committee was the election of the Chairman and any proposition could be moved by any member at the meeting relating to that business.

Dr. Viegas raised a point of order and enquired why a meeting was called only for the election of the Chairman.

The Chairman said that the point of order did not arise.

The *original proposition* was then put to the vote and *carried* mem con.

Dr. Dadachanji having assumed the chair thanked the Committee for the honour conferred on him and made a few observations regarding the work of the Trust.

Proposed by Mr. Horniman, seconded by Dr. Viegas :—

“ That the cordial thanks of the Committee be accorded to Sir Vasantao Anandrao Dabholkar for his conduct of the proceedings of the Committee during the past year.”

Mr. Mirza suggested the addition of the following words to Mr. Horniman's proposition :—

“ and the Committee place on record their appreciation of the zeal, tact, firmness, ability and courtesy with which he has discharged the arduous duties of his office.”

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Mr. Horniman agreed to the addition suggested.

After several members had spoken, the following amended proposition was put to the vote and *carried* unanimously and by acclamation :—

“The cordial thanks of the Committee be accorded to Sir Vasantao Anandrao Dabholkar for his conduct of the proceedings of the Committee during the past year and the Committee place on record their appreciation of the zeal, tact, firmness, ability and courtesy with which he has discharged the arduous duties of his office.”

Sir Vasantao thanked the members of the Committee, the Chief Officer and the Secretary for the co-operation given to him in the discharge of his duties and wished that the next Budget would be a prosperity Budget.

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# Bombay Improvement Trust.

ESPLANADE ROAD,

Bombay, 4th May 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 12-30 P.M. (S.T.) there were—

## PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman*.
  2. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., M.L.C.
  3. DR. ACCACIO G. VIEGAS, L.M. & S.
  4. MR. L. R. TAIRSEE.
  5. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
  6. MR. S. L. SILAM, B.A., LL.B.
  7. MR. NAOROJI M. DUMASIA.
  8. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
  9. MR. HOUSENALLY M. RAHIMTOOLA, B.A., M.L.C.
  10. SIR REGINALD SPENCE, KT.
  11. MR. S. B. BILLIMORIA, M.B.E.
  12. MR. S. D. SAKLATVALA.
  13. MR. R. D. BELL, C.I.E., I.C.S.
  14. MR. W. H. NEILSON, O.B.E.
  15. THE HON'BLE MR. G. A. THOMAS, C.I.E., I.C.S.
  16. MR. GANPAT KRISHNAJI BORADE.
- MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meeting held on 21st April 1927, were signed.

The Chairman observed that there was an urgent item which was not on the Agenda paper and proposed to take it first.

Dr. Viegas moved that the extra item be taken last.

On being put to the vote the motion of Dr. Viegas was *lost*.

## 1. Re: Dadar-Matunga Estate—plot No. 762—application for lease.

Considered Estate Agent's No. 4686, dated 2nd May 1927 :—

"Herewith I have the honour to forward an application for a 999 years' building lease of the above plot by Mr. Rustomji Jamasji Mistry at a ground rent calculated at 6% per annum on Rs. 10-8-0 per sq. yard.

2. The area of the plot being 1,111 sq. yards, the ground rent will amount to Rs. 700 per annum.

3. The applicant who is a builder by profession wishes to erect a three storeyed building for residential purposes only.

4. The conditions on which the application is based are normal and acceptance is recommended."

**Resolution 240.**—The application is accepted.

2. Re: Chaupatti West Estate—plots 39 and 40—application for.

( File No. Mis. 357/27. )

Considered Estate Agent's No. 4552, dated 29th April 1927:—

" Herewith I have the honour to forward an application for a 99 years' building lease of the above plots by Messrs. Muncherji Pallonji Contractor, Maneckji Ratanji Surveyor and Shiyavux Maneckji Surveyor at a ground rent calculated at 6% per annum on Rs. 65 per sq. yard.

2. The area of the plots being 663 sq. yards the ground rent will amount to Rs. 2,604 per annum.

3. The two plots are situated on the east side of the new Chaupati Market, and are vacant except for two monthly tenancies one a toddy shop and the other a motor shed, at a total rent of Rs. 36-7-0 per month or Rs. 6,777-4-0 per annum.

4. The Applicants propose to erect a building consisting of a ground and one upper floor with shops, godowns and residences on the ground floor, and residences on the upper floor. As in the case of the other shop plots around the market, the buildings on these plots have been also restricted to a ground and one upper floor only.

5. A prominent notice board was placed on these plots some months ago, and although there have been a good many enquiries the application \* forwarded herewith is the only one that has been received.

6. The conditions on which the application is based are normal and acceptance is recommended."

**Resolution 241.**—The application is accepted.

3. Re: Appointment of Sub-Committees.

**Resolution 242.**—The following members are appointed to the several Sub-Committees until further orders and the powers conferred on the Land Acquisition Sub-Committee and the Reserve Prices Sub-Committee under Committee Resolution No. 3, dated 8th May 1926, are transferred to the Land Sub-Committee.

**Finance and Establishment Sub-Committee.**

1. The Chairman.
2. Sir Vasant Rao Anandrao Dabholkar, Kt., C.B.E.
3. Mr. S. B. Billimoria, M.B.E.
4. Sir Reginald Spence, Kt.
5. Mr. S. D. Saklatvala.
6. Dr. A. G. Viegas, L.M. & S.
7. Mr. Hoosenally M. Rahimtoola, B.A.
8. The Hon'ble Sir Phiroze C. Sethna, Kt., O.B.E.
9. Mr. Naoroji M. Dumasia.

**Plans Sub-Committee.**

1. The Chairman.
2. Mr. Mirza Ali Mohammed Khan, M.A., LL.B.
3. Mr. L. R. Tairsee.
4. Mr. S. L. Silam, B.A., LL.B.
5. Mr. Ganpat Krishnaji Borade.
6. Mr. W. H. Neilson, O.B.E.
7. The Hon'ble Sir Phiroze C. Sethna, Kt., O.B.E.

**Land Sub-Committee.**

1. The Chairman.
2. Mr. B. G. Horniman.
3. Mr. Ganpat Krishnaji Borade.
4. Sir Reginald Spence, Kt.
5. Mr. S. L. Silam, B.A., LL.B.
6. Mr. K. F. Nariman, B.A., LL.B.
7. The Hon'ble Mr. G. A. Thomas, C.I.E., I.C.S.

**Improvements Sub-Committee.**

1. The Chairman.
2. Dr. A. G. Viegas, L.M. & S.
3. Mr. R. D. Bell, C.I.E., I.C.S.
4. Mr. K. F. Nariman, B.A., LL.B.
5. Sir Vasant Rao Anandrao Dabholkar, Kt., C.B.E.
6. The Hon'ble Mr. G. A. Thomas, C.I.E., I.C.S.,  
(additional members to be added for special areas).

**Works Sub-Committee.**

1. The Chairman.
2. Sir Vasant Rao Anandrao Dabholkar, Kt., C.B.E.
3. Mr. R. D. Bell, C.I.E., I.C.S.
4. Mr. W. H. Neilson, O.B.E.
5. Mr. Hoosenally M. Rahimtoola, B.A.
6. Mr. Naoroji M. Dumasia.
7. Mr. L. R. Tairsee.

**Special Sub-Committee—appointed under C. R. 105 of 1926.**

1. The Chairman.
2. Sir Vasant Rao Anandrao Dabholkar, Kt., C.B.E.
3. The Hon'ble Mr. G. A. Thomas, C.I.E., I.C.S.
4. Mr. Mirza Ali Mohammed Khan, M.A., LL.B.
5. Mr. Hoosenally M. Rahimtoola, B.A.
6. Mr. S. L. Silam, B.A., LL.B.
7. Mr. K. F. Nariman, B.A., LL.B.
8. Dr. A. G. Viegas, L.M. & S.
9. Mr. Ganpat Krishnaji Borade.
10. Mr. R. D. Bell, C.I.E., I.C.S.

**Special Sub-Committee—appointed under C. R. 265 of 1926.**

1. The Chairman.
2. Sir Vasant Rao Anandrao Dabholkar, Kt., C.B.E.
3. Mr. B. G. Horniman.
4. Mr. Ganpat Krishnaji Borade.

5. Sir Reginald Spence, Kt.
6. Mr. S. L. Silam, B.A., LL.B.
7. Mr. S. B. Billimoria, M.B.E.
8. The Hon'ble Mr. G. A. Thomas, C.I.E., I.C.S.
9. Dr. A. G. Viegas, L.M. & S.
10. Mr. R. D. Bell, C.I.E., I.S.
11. Mr. K. F. Nariman, B.A., LL.B.

4. Re : Fees to Sub-Committees.

Considered Chief Officer's note, dated 29th April 1927 :—

"The Act to amend the City of Bombay Improvement Trust Transfer Act, 1925, abolishing the payment of fees in respect of meetings of Sub-Committees was published in the Bombay Government Gazette on the 23rd April 1927 and no fees for attending Sub-Committees will be paid after that date."

Dr. Viegas suggested the substitution of the word "from" for the word "after" in the Chief Officer's note.

The alteration was not allowed.

**Resolution 243.**—The Chief Officer's note, dated 29th April 1927, should be recorded and the Board be informed with reference to their Resolution No. 41, dated 21st October 1926, that the Act to amend the Transfer Act, 1925, abolishing the payment of fees in respect of meetings of Sub-Committees has received the assent of the Governor-General.

5. Re : Petrol—Contracts 1927-28.

Considered the following :—

(a) Engineer's No. 3692, dated 14th April 1927 :—

"I forward herewith a copy of letter,\* received from Messrs. Shaw Wallace & Co., Agents for the Burmah Oil Co., Ltd., No. P. G. 98 of 9th April 1927, in which they say that we interpreted their terms "wholesale rates" as "retail price for petrol in cans and in bulk less a rebate of 1 anna" and though they admit that such a conclusion was natural they ask the Trustees to reconsider their decision and grant them half of the total contract amount for the year.

In this connection I have to point out that in the years 1924-25, 1925-26 and 1926-27 they have clearly stated the amount of their rebate and for this year's tender they have merely stated current wholesale rates ruling on the dates of deliveries. I have made enquiries from firms using their spirit and understand that the rebate of an extra anna is only given in the case of kerbside petrol pumps. In any case, it was not clear from their tender that they were prepared to give 2 annas rebate per gallon for bulk supply as they now state. I do not, therefore, feel justified in asking the Committee to re-consider their decision which has already been communicated to the other tenderer, viz. The Asiatic Petroleum Co.

The two tenders in original\* accompany for reference and favour of return when done with."

(b) Chief Officer's note, dated 19th April 1927 :—

"In my opinion any ordinary man would have interpreted the Company's letter in the way the Engineer did.

\*Not printed.



For the information of the Committee the quotations by the two Companies, who tendered are given below :—

1. *The Asiatic Petroleum Co. (India) Ltd.*—

*Packed Supplies.*—The wholesale rate, (*i.e.*, Bombay retail rate less one anna per gallon rebate) prevailing on the date of each delivery against the contract.

*Bulk Supplies.*—The wholesale rate, (*i.e.*, Bombay retail rate less one anna per gallon rebate) prevailing on the date of each delivery with a further rebate of one anna per gallon provided a contract is entered into to take the whole or a definite portion of your total requirements of petrol from us.

2. *The Burmah Oil Co., Ltd.*—

“ We shall be pleased to supply the whole or part of your requirements of 22,000 gallons during the year ending 31st March 1928, at our current wholesale rates ruling on the dates of deliveries for supplies taken in two gallon cans and for supplies taken in bulk either by your own or our tank lorries.”

The tender of the Asiatic Petroleum Co., Ltd., has already been accepted by the Committee.”

**Resolution 244.**—Messrs. Shaw Wallace and Co., should be informed that the Committee do not see any reason to alter their previous decision.

6. Re : *Dadar-Matunga Estate—Septic tanks and silter beds—complaints regarding.*

( File No. Misc. 138/27. )

Considered the following :—

(a) Letter No. 206, dated 11th February 1927, from the Secretary, Indian Education Society, Dadar :—

“ The Indian Education Society is a charitable Society conducting two High Schools at Dadar. It stood in need of suitable airy buildings in some healthy locality and the Improvement Trust was accordingly requested to grant it such plots. The Dadar-Matunga Estate of the Trust was also in need of an educational institution for the requirements of its residents and thus the above plots which occupied a central position and which had play-grounds near by and vast open space to its west were offered to the Society and the Society accepted them with gratitude. The pumping station which exists there this day was not there that time. But now that the Society is constructing its building in accordance with the sanctioned plans it is bewildered to find the filtration work going in full swing in the immediate neighbourhood of the building and that too on its West. One is at a great loss to see why the tanks are being doubled in spite of several protests from the residents of the locality.

The bad smell is directly carried over the School premises and the health of students will suffer a great deal causing students to absent themselves on sick leave. The smell is not only injurious to the immediate neighbours but it causes troubles to the residents staying to the North of the Great Dadar Bridge. No theory can convince a man on the spot about the innocence of the filthy breeze. The smell provokes a vomit and turns the head giddy.

I have, therefore, to request you in the interest of Bombay children to remove the pumping station from the present place to some distant quarter. Otherwise some lacs of rupees collected with greatest difficulty will have been invested fruitlessly there. Good many doctors and distinguished persons paid their visits to the above plots and all of

them unanimously condemn the presence of the tanks, the filtration scheme and the noisy pumping station in the immediate neighbourhood of the School premises.

You will, therefore, be kind enough to come to the help of an educational institution and relieve it from the present fix.

Kindly treat this request as an urgent matter and arrange for its immediate disposal.

Thanking you for the trouble."

(b) Letter, dated 11th April 1927, from the residents of Dadar :—

"We the residents of Dadar beg to bring to your notice the following lines for favourable consideration :—

There is a Septic Tank Installation near the G. I. P. Railway Yard, Dadar Station. This Installation emits very foul odour which is clearly perceptible at our residences on Vincent Cross Road, opposite the G. I. P. Station. The offensive odour is particularly strong during the late hours of the night. At times it comes in gusts and causes nausea. You have provided nice Roads between Dadar and Matunga and many of us would like to take walks in the mornings and evenings on these roads but we are prevented from doing so on account of the bad smell emanating from the Septic Tank Installation which is at times disgusting and sickening.

We have strong reasons to believe that the atmosphere here is being continuously polluted by the emanation from the Septic Tank Installation and that is detrimental to our health. Some of us are constantly suffering from throat and stomach troubles which have been attributed by our Medical Advisors to the foul air we breathe.

While we realise that a little odour is bound to exist in the precincts of a Septic Tank Installation dealing with sewage, we believe that a proper plant will not vitiate the atmosphere to a distance of 500 yards away in this manner and to this extent.

We request that you will kindly take immediate steps in the interest of public health to improve the Installation with a view to stopping the odours from fouling the atmosphere.

Thanking you in anticipation."

(c) Chief Officer's note, dated 23rd April 1927 :—

"The Indian Education Society commenced to negotiate for the site now occupied by them in June 1919 and on the 14th October the Board decided to let it to them at the very low rent of 4½% on Rs. 7 per square yard with a free period of five years. The Society accepted these terms in January 1920 and actually entered into possession in 1924. Plans of the buildings to be erected by them were approved in September 1925 and they commenced to lay their foundations in April 1926.

The first septic tank was constructed in 1917. It was situated to the south-west of the Society's plot and was intended to deal with the buildings then being erected between the Kingsway and Dadar Station. In 1919-20 consequent on the growth of the population due to the erection of buildings on other parts of the estate and to the delay in the commencement of the Municipal Scheme for the drainage of the North of the Island it became necessary to erect new septic tanks, filter beds and a pumping station on the only available site which is to the west of the Society's plot. In 1923-24 it became necessary to instal additional pumps and to construct further tanks and beds and in 1927, three additional beds were provided. The population now being served by these disposal works is estimated at approximately 18,000 and as additional buildings are erected it will increase. It will not be possible to close down the works until the Municipality have completed their outfall and in the meantime it will be necessary to increase their capacity.

Before the Society commenced to lay the foundations of their buildings I personally met one of their Members and their Architect on the site and explained the position to

them. I also suggested that they should take a smaller site further north but they preferred to proceed.

4. It is not possible to dispose of the sewage without creating some smell. The matter is receiving our constant attention and we are doing all we can to minimise it as much as possible. I attach hereto a copy of the Engineer's report No. 3386, dated the 6th instant from which it will be seen that he suggests constructing nine additional tanks at an estimated cost of Rs. 50,000. He is of opinion that if these tanks are constructed the nuisance will be abated to some extent as the fluid will not have to pass through the tanks as rapidly as it now does. I have also asked him to consider whether it would not be possible to abolish the filter beds and to pump the effluent from the tanks through a rising main to the head of the storm water drain near the Naigaum tank. This would cost money as the main would be over 4000 feet in length and additional pumps would have to be installed. He will look into this but in the meantime I suggest, and the Engineer concurs, that we should ask Mr. J. A. Mitchell who has experience of septic tanks to analyse the sludge and scum in the existing ones and advise whether they are functioning as they should do and whether if additional tanks are provided the degree of purity of the effluent will be improved.

5. I cannot think that the residents near Dadar Station can be affected. When inspecting a few days ago the portion of the estate on which they reside I noticed a smell but it was caused by an oil-burning locomotive standing in the station yard."

*Engineer's No. 3386, dated 6th April 1927, referred to in para 4 above—*

"I have to report that the capacity of the existing septic tanks does not appear to be sufficient to meet the present or future requirements.

2. In the extension of the sewage disposal works sanctioned under Works Committee Resolution No. 47, of 29th April 1924, it was estimated that 6 filter beds and 19 septic tanks will be required. When the Poibawdi sewer from Parel Convent upto Matoonga pumping station was completed and connected to our pump it was decided to construct half the number of filter beds provided in the extension scheme. Construction of the additional septic tanks was deferred till the capacity of the septic tanks already in use was tested. The present average dry weather flow is 15,00,000 gallons increasing to 28,80,000 gallons during the dry periods of the monsoon rising to 34,56,000 gallons during heavy rains. If, however, 9 further septic tanks were installed, the period of contact in the tanks as also the velocity of flow of sewage through the same would be practically brought to the required standard during the dry weather.

Description.	Period of contact in hours.		Velocity of flow.	
	Dry Weather	Monsoon.	Dry Weather.	Monsoon.
Existing arrangement ...	3.7	1.9	3.66 inches per minute.	8 00 inches per minute.
When additional tanks are constructed.	7.93	4.13	1.84 inches per minute.	4 00 inches per minute.

3. Under the existing arrangement, on account of the high velocity of the sewage through the tanks and inadequate hours of rest, a certain quantity of suspended matter passes away with the effluent with the result that the filters get clogged very rapidly frustrating the advantage that could be derived by installing further filters. If these additional septic tanks are allowed, the period of rest will be practically 8 hours which is considered to be sufficient and although this time will be very greatly reduced in the rains the additional dilution will counteract the difficulty.

4. The additional septic tanks proposed to be constructed immediately are shown in green on the accompanying plan\* which also shows the existing works and the future extensions to be installed as occasion arises.

5. Upto date expenditure on the sewage disposal work is ... Rs. 2.77 lacs.  
 Further 9 septic tanks to be installed each one  
 costing Rs. 5,660 ... .. .. .. .. „ 0.50 „

This will make a total of ... .. .. Rs. 3.27 lacs.  
 versus over 6.50 lacs already sanctioned for these works.

6. Provision for the septic tanks was made in the Budget for 1926-27, but as the construction of these tanks was deferred with a view to gain experience, an amount of Rs. 50,000 left unspent was transferred to the current year's Budget. As complaints are being received, favour of your obtaining Committee's early sanction is requested so that the work may be started immediately and completed before the break of Monsoon.

Proposed by the Chairman:—

“That the question be referred to the Works Sub-Committee for consideration and report after obtaining a report from Mr. J. A. Mitchell as suggested by the Chief Officer.”

Dr. Viegas moved an amendment and Mr. Silam seconded it:—

“That the question be referred to the Works Sub-Committee for consideration and report after obtaining a report from Mr. J. A. Mitchell as suggested by the Chief Officer.

2. That the Chief Officer be requested to write to the President of the Corporation and ascertain the reasons for delaying the Municipal Scheme for the drainage of the North of the Island.”

The amendment, on being put to the vote was *lost*, 6 members voting for and 7 against it.

The original proposition on being put to the vote was *carried*.

**Resolution 245.**—The question should be referred to the Works Sub-Committee for consideration and report after obtaining a report from Mr. J. A. Mitchell as suggested by the Chief Officer.

7. Re: Mazagaon Chawls—proposed reduction of rent.

(Ref. C. Rs. 299 and 327/26.)

Considered Chief Officer's note, dated 25th April 1927:—

“In December last, I informed the Committee that the number of vacancies in these Chawls was increasing and suggested that the rents should be reduced by Rs. 1-5 per month to Rs. 10 for end and Rs. 9 for ordinary rooms. This proposal was sanctioned and the reduction came into effect on the 1st January.

2. When advising that the reduction should be made, I hoped it would result in some, at all events, of the rooms being occupied. This has not proved to be the case as there has been an increase in the number of vacancies of sixty-five, five of which are end rooms. The position is as follows:—

	Occupied.	Vacant.	Total.
End Rooms ... ..	181	125	256
Ordinary Rooms ... ..	437	537	1,024
	<u>618</u>	<u>662</u>	<u>1,280</u>

3. The Superintendent in charge of the Chawls informs me that he receives a considerable number of enquiries for rooms from persons who state they are willing to

pay about Rs. 7 and I now recommend that the rent of ordinary rooms be reduced to Rs. 7-8 and that of the end rooms to Rs. 8-8.

4. I suggest that the reduction be made as from the 1st June to those tenants who are not in arrear and to the others from the date on which they cease to be in arrear."

**Resolution 246.**—The rents of the Mazagaon Chawls should be reduced as proposed by the Chief Officer in paras 3 & 4 of his note, dated 25th April 1927.

8. Re : Two-room tenements at Matunga—application for reduction of rent.

( File No. Misc. 321/27. )

Considered Chief Officer's note, dated 25th April 1927 :—

" Twenty-two out of the sixty-five tenants residing in these tenements have asked for a reduction of rent. There have been no vacancies in the ground and first floor tenements since June 1926 and I see no reason why a reduction should be made. On the other hand there has been a number of vacancies on the top floor and out of twenty-four tenements seven are now vacant.

2. The rents charged are as follows :—

Floor.	Middle Rooms.		End Rooms.	
	Outsiders. Rs.	Trust Employees. Rs.	Outsiders. Rs.	Trust Employees. Rs.
Ground	30	20	32	22
First	33	22	35	24
Second	36	24	38	26

3. I suggest that the rents of the Second Floor Tenements should now be fixed at the same as the first floor."

**Resolution 247.**—The suggestion made by the Chief Officer in para 3 of his note, dated 26th April 1927, is approved.

9. Re : Half-yearly statement of arrears of rent of lands and buildings.

Considered Land Manager's No. 2663, dated 31st March 1927 :—

" I have the honour to forward herewith the half-yearly statement\* of arrears of rents of lands and buildings for the half year ending 30th September 1926 and to state that a sum of Rs. 900 was written off as irrecoverable under C. R. No. 170, dated 16th September 1926.

2. The total net arrears as on 30th September 1926, as per col. 9 of the statement amounted to Rs. 7,02,669-9-8. Out of this Rs. 2,45,117-8-7 have since been recovered upto 31st December 1926, as detailed in col 10 of the statement leaving a balance of Rs. 4,57,852-1-1, recoveries in respect of which are in progress.

An abstract of these figures as required by the Chief Officer in his Memo, dated 17th March 1926 is appended hereto.

3. In addition to the write off of Rs. 900 referred to in the 1st para, 2 statements\* of the irrecoverable amounts are prepared and submitted herewith (marked A and B) with a request to move the Committee to accord their sanction to the write off of Rs. 1,22,070-11-1 as there is no chance of any amount out of this being recovered. This amount is made up of 2776 items ranging from anna one to Rs. 1,347 for the period ending December 1925. A similar statement for irrecoverable arrears pertaining to

\*Not printed.

the period ending 30th June 1926, is being prepared and will be submitted along with the quarterly statement for the quarter ending 31st December 1926 which is under preparation and which will shortly be submitted.

4. The following statement shows that from 1st April 1910 to 30th September 1926, the recoverable amount is Rs. 2,94,99,801 and the amount of total writes off will be Rs. 5,96,663, including Rs. 1,22,070-11-1 now proposed, which is equal to 2'02 per cent. of the total recoverable amount.

Year.	Amount recover- able including arrears.	Amount written off including that now pro- posed on gross recoveries.	Percentage written off.
	Rs.	Rs.	Rs.
To end of 31st March 1926	2,83,46,592	4,73,692	
		900	
For the half-year ending 30th Sep- tember 1926, as per col. 4 of state- ment.	11,53,209	1,22,071	
	2,94,99,801	5,96,663	2'02

5. If to the total writes off Rs. 5,96,663, referred to in para 4 of this report, be added for the sake of comparison, even the remaining arrears of Rs. 3,35,781 as on 31st December 1926, on the assumption that they will have to be ultimately written off, the percentage on the recoverable amount (Rs. 2,94,99,801) will come to Rs. 3'16."

#### Statement C.

##### (A) Arrears—

	Rs.	a.	p.	Rs.	a.	p.
Gross amount as on 31st March 1926	9,47,318	0	7			
Less written off...	2,86,711	6	2			
Net amount as on 31st March 1926	...			6,60,606	10	5
(B) Rents accruing during the half year ending 30th September 1926	...			11,53,209	2	10
Total demand	...			18,13,815	13	3
<b>Recoveries—</b>						
Out of (A)	3,00,021	7	1			
Out of (B)	8,09,924	12	6			
				11,09,946	3	7
Outstanding on 30th September 1926	...			7,03,869	9	8
Less written off	...			900	0	0
Net arrears as on 30th September 1926	...			7,02,969	9	8
Recovered upto 31st December 1926	...			2,45,117	8	7
Outstanding on 31st December 1926	...			4,57,852	1	1
To be written off as irrecoverable	...			1,22,070	11	1
To be recovered after 31st December 1926	...			3,35,781	6	0

**Resolution 248.**—The proposed write off of Rs. 1,22,070-11-1, is sanctioned.

10. Re: Write off of the unrecovered rent of Rs. 1-8-0 due from the occupant, Mr. Yeshwant, of room No. 195, "C" Ward of the Labour Camp in Scheme 6, Sion-Matunga.

Considered Engineer's No. 4005, dated 25th April 1927:—

"I have to request the favour of your obtaining Improvements Committee's sanction to write off Rs. 1-8-0 being the rent which could not be recovered from the tenant of Room No. 195 "C" Ward in the Labour Camp in Scheme 6.

In this case the tenant absconded after locking his room and without paying the rent due by him. The room had to be broken open in the presence of Punch and articles found inside were afterwards auctioned, the proceeds being Re. 0-8-0 against the amount of Rs. 2 due from him.

**Resolution 249.**—The proposed write off of Rs. 1-8-0 is sanctioned.

11. Re: Work Order No. 77, Book No. 43, dated 26th January 1926, for Rs. 10,000 for lime washing work in favour of Mr. H. M. Zahoor—extension of period of.

Considered Engineer's No. 375, dated 19th April 1927:—

"The entire work in respect of the above Work Order was completed by 4th March 1926, instead of by 15th February 1926, the original period of Work Order. I have accordingly to request the favour of your obtaining the sanction of the Improvements Committee to extend the period of the Work Order to 3rd March 1926.

The Work Order was originally sanctioned by the Chief Engineer according to system then in force. Delay due to necessity for seeing all outstanding bills for work done did not exceed total amount."

**Resolution 250.**—The period of the Work Order is extended to 5th March 1926.

12. Re: Extension of Work Order No. 1 of Book No. 88, dated 6th May 1925, in favour of Messrs. The Deccan Land and Building Co., for crushing rubble into metal at Sewri Quarry.

Considered Chief Accountant's note, dated 14th April 1927:—

"A Work Order for Rs. 24,000, was issued in May 1926, in favour of Messrs. The Deccan Land and Building Co., Ltd., for crushing rubble into metal at Sewri Quarry, the period of the Work Order being to end of March 1927.

Bills amounting to Rs. 8029-6-0 have been so far paid against the Work Order.

The Engineer requests sanction to extend the period of the Work Order by 6 months as the work could not be finished in the stipulated time owing to decrease in the sale of quarry materials."

**Resolution 251.**—The period of the Work Order is extended by 6 months as proposed by the Engineer.

13. Re: Bringing the post of Chief Officer on to the Schedule of Establishments.

(Ref. C. R. 62, dated 29th June 1926.)

Considered the following:—

(a) Letter from the Government of Examiner, Outside Audit, No. 10-420, dated 20th November 1926:—

“With reference to the Improvements Committee’s Resolutions No. 31, dated the 1st June 1926, and No. 62, dated the 29th June 1926, I have the honour to invite attention to the expression “the Chief Officer and the scheduled staff” occurring in clause (a) of Section 94 of the Trust Transfer Act, XVI of 1925, from which it would appear that the Act does not contemplate that the post of Chief Officer should be borne on the schedule referred to in section 109. In Section 5, Chief Officer is defined as an officer “appointed under section 26” and not under section 109 or sections 26 and 109. The schedule mentioned in section 109 consists, as clearly stated therein, of the staff whom the Improvements Committee deem it necessary and proper to maintain, whereas the appointment of Chief Officer is prescribed by the Act itself and cannot, it would appear, be dispensed with at the discretion of the Committee. It, therefore, seems reasonable to hold that the Chief Officer’s conditions of service should, as indeed they are (*vide* section 26 *et seq.*) be laid down in the Act proper and not left for determination by the Committee, even though he is no longer *de jure* Trustee.

2. It is true in section 5 the Chief Officer is described as an officer of the Board, but on the other hand, in sections like 28 and 81 he is given certain powers over “all officers” or “any officer” of the Board without qualification by the word “other.” In any case, it is doubtful whether the points at issue should be determined merely on a consideration of the question whether or not the Chief Officer is an Officer of the Board. No significance also seems to attach, for the present purposes, to the distinction made in section 110 of the Transfer Act between “officers of the Board” and “officers appointed under the Act”, as this distinction is also found in, and is no doubt reproduced from section 91 of Act IV of 1898 in which, it is clear, the distinction did not involve a difference as no part of the section was applicable to the former Chairman; it will also be seen that in both Acts the chapters in which the sections in question occur are headed “of the officers and servants of the Board.”

3. It would thus appear that the provisions in Chapter VII of the Transfer Act are not intended to apply to the Chief Officer in the same way as the corresponding provisions in Act IV of 1898 did not apply to the Chairman and that accordingly the conditions of the service of the Chief Officer cannot be prescribed by the Committee and the Board but should be governed solely by the provisions of that portion of Chapter II of the Transfer Act which is headed “The Chief Officer.” It is recognised that these provisions are not sufficiently exhaustive, but the remedy seems to lie in amending them and not in putting, what may be described as, a forced interpretation on other portions of the Act. In any case, it is obviously desirable that the Act should be quite clear as regards the conditions of the service of the Chief Officer. It does not appear that there should be any special difficulty in amending the Act. I may mention that the Bombay Port Trust have recently had their Act amended so as to permit their pension and Provident Fund Rules being made applicable to the Chairman and have also taken steps to obtain another amendment with a view to bring him under their special leave rules.

4. In these circumstances, I request that you will be so good as to place this letter before the Committee for reconsideration of the orders passed in their Resolution No. 62, dated the 29th June 1926. In case they decide to adhere to their former opinion, I beg that their reasons may kindly be communicated to this Office.

(b) Chief Accountant’s note, dated 20th April 1927:—

“By the Committee Resolution No. 62, dated 29th June 1926, the post of the Chief Officer was brought on to the Schedule of Establishment on the ground that he is an officer of the Board and as such he can subscribe to the Provident Fund established



by the Board, can draw the car allowance which is granted to those officers whose duties involve outdoor work, can be granted leave and leave salary in accordance with the Rules framed by the Board in pursuance of Section 110(1) of the Act and can be eligible for gratuity on retirement.

The Examiner of Outside Audit is of opinion that the post of the Chief Officer should not be borne on the Schedule referred to in Section 109 of the Act, as the Chief Officer is appointed under Section 26 and not under Section 109.

The Chief Officer is an officer of the Board as will be seen from the following :—

- (1) In Section 5 the Chief Officer is defined as Chief Executive Officer of the Board.
- (2) The Chief Officer is appointed by the Board under Section 26.
- (3) The Chief Officer can be granted leave by the Committee if the period does not exceed one month and for a longer period by the Board—Section 29.
- (4) The Chief Officer can hold no other office except with the permission of the Board—Section 27.

If the Chief Officer were not an officer of the Board but outside the Board's Staff, how could he be appointed by the Board, granted leave by the Board and given permission by the Board to do outside work ?

Once it is conceded that the Chief Officer is an officer of the Board, there is nothing in Section 109 to prevent the post being included in the Schedule.

The Examiner is further of opinion that the Chief Officer and the Scheduled Staff are two separate things, as would appear from the wording of Section 94(a).

The wording of Section 94(a) of the Transfer Act is merely a repetition of the wording of Section 75(1) of the old Act with the substitution of "Chief Officer" for "Chairman."

The Examiner further states that in Section 21 of the Act the Chief Officer is given certain powers over "all officers" and that in Section 81 he is empowered to delegate some of his duties to "any officer" of the Board and infers that in the absence of the words "all other officers" and "any other officer" in these Sections the Chief Officer is not an officer of the Board.

I do not see any force in this argument.

Again the Examiner states that as Chapter VII of the Act (*i.e.*, Section 109 *et. seq.*) is headed "of the officers and servants of the Board" while a portion of Chapter II (Section 26 *et. seq.*) is headed "The Chief Officer" the conditions of service of the Chief Officer should be governed solely by the provisions of Chapter II only and that as these provisions are not sufficiently exhaustive he suggests that instead of putting a forced interpretation of some of the Sections of the Act, the Act may be amended in the same manner as the Bombay Port Trust Act was amended recently so as to enable its Chairman to be eligible to subscribe to the Provident Fund.

The portion of Chapter II of the Act headed "The Chief Officer" simply refers to the appointment of the Chief Officer and inasmuch as he is an officer of the Board, the conditions of his service are governed by the same rules as are applicable to the other officers framed in pursuance of Section 110. Nowhere in the Act is it stated under what rules the leave and leave salary to be granted to the Chief Officer should be regulated. The absence of any specific mention in the Act in this respect clearly shows that the leave and leave salary of the Chief Officer should be regulated in accordance with the rules framed in pursuance of Section 110(1). As regards the Examiner's reference to the amendment of the Port Trust Act, it may be stated that it was essentially necessary, as the Chairman of the Port Trust is not an officer but a Trustee.

I do not think the use of different words in different Sections is very material to the point and in my opinion it is not correct to say that the interpretation put by us on

the Sections of the Act was a "forced interpretation." It was the most reasonable one and was supported by legal opinion. If, however, the Committee so desires, Counsel's opinion might be obtained."

Proposed by the Chairman :—

"That the Examiner, Outside Audit, be informed that the Committee, for the reasons stated by the Chief Accountant, do not see any reason to alter their previous decision."

Dr. Viegas moved an amendment :—

"That the question be referred to the Finance and Establishment Sub-Committee for consideration and report."

Mr. Tairsee suggested the addition of the following to the amendment :—

"and the Sub-Committee be authorized to take Counsel's opinion if necessary."

The suggested addition was accepted by Dr. Viegas.

The amendment as altered on being put to the vote was *carried* and it was carried as a substantive proposition also.

**Resolution 252.**—The question should be referred to the Finance and Establishment Sub-Committee for consideration and report and the Sub-Committee is authorized to take Counsel's opinion, if necessary.

44 Re : Establishment—Engineer's Department—Mr. Nadirshah, Junior Assistant Engineer on Permanent Establishment—grant of all leave to and payment of Provident Fund including Trustees' contribution with permission to take service elsewhere during leave.

( File No. E. 138/27. )

Considered the following :—

(a) Chief Accountant's note, dated 27th April 1927 :—

"Mr. E. A. Nadirshah, a Junior Assistant Engineer on the Permanent Establishment, applies for the grant of all leave due to him and Provident Fund including the Trustees' contribution, as he has got an employment in the Bombay Municipality and will be relieved of his duties here on the 5th May 1927.

Mr. Nadirshah joined the Trust service on 8th August 1923, and has not had any leave since his appointment. His present pay is Rs. 600 in the grade of Rs. 450—50—600. He was proposed for retrenchment in the Chief Officer's note, dated 5th February 1927, but consideration of his case was deferred for some time, as he had applied for the post of Senior Assistant Engineer, Drainage, in the Bombay Municipality. He got the appointment and in his note, dated 29th March 1927, the Chief Officer suggested that Mr. Nadirshah's case should be dealt with when an official intimation was received from the Municipality—C. R. No. 189, dated 5th April 1927. Now an official intimation of Mr. Nadirshah's appointment has been received from the Deputy Executive Engineer, Drainage, and he will be relieved of his duties here on 5th May 1927.

2. Under the ordinary rules of the Trust, Mr. Nadirshah is entitled to privilege leave for 4 months and furlough for 6 months and 10 days and to his own subscription to the Provident Fund. If, however, he is retrenched, he will get privilege leave for 3 months under Trustees' Resolution 68 of 1925 and the Trustees' contribution to the

Provident Fund. If leave is granted, it will be necessary to give him permission to work in the Municipality while on such leave."

(b) Chief Officer's note, dated 27th April 1927 :—

"I recommend that Mr. Nadirshah be paid the Provident Fund in full and that he be granted 3 months' privilege leave with permission to take up work with the Municipality while on leave."

Proposed by the Chairman :—

"That the recommendation made by the Chief Officer be approved."

Mr. Bell observed that in view of the fact that the Improvements Trust Board and the Municipality were more or less identical, it would not be correct to grant leave to Mr. Nadirshah and to allow him to work in the Municipality. Mr. Bell considered that Mr. Nadirshah should take the leave to his credit to the Municipality.

The Chief Officer pointed out that though the Trust had been transferred to the Municipality, the bodies worked under separate Acts and were therefore quite separate, and that Mr. Nadirshah could not, therefore, be allowed to carry the balance of his leave to the Municipality.

Mr. Bell stated that this should be discussed in a Sub-Committee and accordingly moved an amendment, which was seconded by Dr. Viegas :—

"That the question be referred to the Finance and Establishment Sub-Committee for consideration and report."

The amendment on being put to the vote was *carried* and it was carried as a substantive proposition also.

**Resolution 253.**—The question should be referred to the Finance and Establishment Sub-Committee for consideration and report.

15. Re : Establishment—Estates and Valuation Department—Mr. P. N. Katwe—draftsman—advances from Provident Fund Subscription to.

Considered Chief Accountant's note, dated 20th April 1927 :—

"Mr. P. N. Katwe, a draftsman in the Estate Agent's Department applies for an advance of Rs. 200 out of his Provident Fund, after deducting therefrom the outstanding balance of Rs. 52-8 of the last loan granted to him, to meet expenses incurred in connection with his wife's illness.

The applicant joined the service on 8th July 1919 and his present pay is Rs. 67 plus Rs. 20 War Allowance. A sum of Rs. 386-14 less Rs. 52-8 being balance of the last advance, stands to his credit in the Provident Fund Account as his own subscriptions.

He has had advances from the Provident Fund before as under :—

1st advance of Rs. 75 paid in February 1924 and repaid in full in October 1925.

2nd advance of Rs. 150 paid in March 1926, out of which a sum of Rs. 52-8 is still outstanding.

Both of the advances above referred to were granted in connection with the illness of his family.

An advance of Rs. 193 only is admissible to him, and if it is sanctioned the balance of the last loan, *viz.*, Rs. 52-8 will be deducted therefrom and a sum of Rs. 140-8 paid to the applicant, who is willing to repay it in 20 equal monthly instalments.

The grant of the advance would require the sanction of the Committee, as the last advance has not yet been fully paid up."

**Resolution 254.**—The grant to Mr. Katwe of an advance of Rs. 193 out of his Provident Fund Subscription, repayable in 20 equal monthly instalments is sanctioned. The balance of Rs. 52-8 outstanding against the previous advance should be deducted.

16. Re : Establishment—Secretary's Department—Mr. A. R. Sadekar, clerk—  
advance from Provident Fund Subscriptions to.

( File No. E. 125/27. )

Considered Chief Accountant's note, dated 21st April 1927 :—

"Mr. A. R. Sadekar, a clerk in my Department, applies for an advance of Rs. 170 out of the Provident Fund to pay off a part of the debt incurred on account of his own illness.

Mr. Sadekar joined the service on 5th April 1921 and his present pay is Rs. 95 plus 20 War Allowance. A sum of Rs. 484 stands to his credit in the Provident Fund on account of his own subscriptions.

In March 1926, he was granted an advance of Rs. 150 in connection with his child's illness, out of which a sum of Rs. 52-8 is still outstanding.

If the advance asked for is sanctioned, the balance, *viz.*, Rs. 52-8 of the last loan will be deducted and Rs. 117-8 paid to the applicant.

The grant of the advance would require the sanction of the Committee as the last advance has not been fully paid up."

**Resolution 255.**—The grant to Mr. Sadekar of an advance of Rs. 170 out of his Provident Fund Subscription, repayable in 20 equal monthly instalments is sanctioned. The balance of Rs. 52-8 outstanding against the previous advance should be deducted.

17. Re : Inclusion of the Allahabad Bank in the approved list.

( File No. Bk. 314/26. Ref. T. R. 30, dated 21st October 1926. )

Considered Government Resolution, General Department, No. 4229, dated 29th April 1927 :—

" Letter from the Secretary and Chief Accountant, Bombay Improvement Trust, No. B. K. 314-26, dated the 20th October 1926 :—

1. I have the honour to state that the Allahabad Bank, Limited, has asked to be placed on the list of Banks with which the Board may deposit their balances. The Board have at their meeting, held on the 21st instant, approved of its inclusion in the list of Trust's recognized Banks, subject to the sanction of Government.

2. I have, therefore, to request that under section 106(2) of the City of Bombay Improvement Trust Transfer Act, 1925, Government may be pleased to sanction its inclusion in the Board's list of approved Banks."

RESOLUTION.—Government are pleased to direct that the Allahabad Bank, Limited, should be added to the list of Banks in which the City of Bombay Improvement Trust has been permitted to deposit its moneys."

**Resolution 256.**—Recorded.

18. Re : Board's Resolution No. 48, dated 13th April 1927, re : letter, dated 8th March 1927, from the President of the Dharavi Kolis' meeting, referring the same to the Improvements Committee for consideration and report.

Considered excerpt from the Proceedings of a meeting of the Trustees for the Improvement of the City of Bombay, held on the 13th April 1927 :—

" Considered letter, dated 8th March 1927, from the President, Dharavi Kolis' meeting, and Patil of the Village—

' As directed by the meeting of the Kolis of Dharavi, held on Sunday the 6th March 1927, I have the honour to send herewith the following resolution carried unanimously at the said meeting :—

- (a) That this meeting of the Kolis (Fishermen) of Dharavi has noted with regret the provision of a sum of Rs. 5,10,000 in the Trust's budget for the year 1927-28, for the acquisition under scheme No. 56, Dharavi and emphatically protests against the said provision, and once more takes the opportunity to draw the attention of the Trust to their former application *re* : presenting their grievances and requesting the Trust to abandon the scheme in view of the great hardship that is likely to be caused to us the poor residents of the Koli Village at Dharavi.
- (b) That this meeting further requests the Trust to give an opportunity to the representatives of the village to see the members of the Sub-Committee that is reconsidering the scheme to enable them to place their grievances before them.

Taking into consideration the grievances of we the poor residents, I have to request you to kindly take no action without giving us an opportunity to place our grievances.'

Proposed by Sir Vasant Rao, seconded by Mr. Rajaram K. Vaidya—

'That the letter, dated the 8th March 1927, from the President of the Dharavi No. 48. Kolis' meeting be referred to the Improvements Committee for consideration and report.'

Dr. Viegas suggested a rider 'that the petitioners be requested to send a representative of theirs to the Committee.'

Mr. Sahasrabudhe supporting the rider proposed a further rider—

' That the Chief Officer be requested in the meantime not to take any action in the matter of acquisition.'

After Sir Vasant Rao had replied to the debate, both the riders on being put to the vote were *lost*.

*The original proposition was carried."*

**Resolution 257.**—Referred to the Special Sub-Committee appointed under Committee Resolution 105, dated 20th July 1926, for consideration and report.

19. Re : Board's Resolution No. 50, dated 13th April 1927, referring letter, dated 21st March 1927, received from the Patils of Worli Koliwada to the Improvements Committee for consideration and report.

Considered excerpt from the Proceedings of a meeting of the Trustees for the Improvement of the City of Bombay, held on the 13th April 1927 :—

“ Considered letter, dated 21st March 1927, from Pedro Pawshaw Patil and other Patils of Worli Koliwada *re* : acquisition of Worli-Koliwada, scheme 52.

‘As directed by the meeting of the residents of Worli Koliwada, held on Sunday 20th March 1927, we the undersigned patils of Worli Koliwada, beg to lay before you the following few lines for your kind and favourable consideration.

We understand that a provision of Rs. 3,00,000 has been made in this year's budget for the acquisition of Worli Koliwada Scheme No. 52. The Kolis have learnt with regret that you purpose to proceed with the scheme and emphatically protest against the same. In doing so, we have to draw your kind attention to our former petitions, and we have every hope that you will please favourably consider our petitions and remove the anxiety of we the poor residents of this locality. We have also to request you to kindly give us an opportunity to interview the members of the sub-committee which is considering our petitions and further to request you to take no steps without the report of the said committee is approved by the board.

Thanking you in anticipation.’

Proposed by Sir Vasant Rao, seconded by Mr. Sahasrabudhe—

‘ That the letter, dated 21st March 1927, from the Patils of Woli Koliwada be No. 50. referred to the Improvements Committee for consideration and report.”

*Carried.*”

**Resolution 258.**—Referred to the Improvements Sub-Committee for consideration and report.

20. Re : Board's Resolution No. 49, dated 13th April 1927, re: notice of motion by Mr. Hoosenally M. Rahimtoola, B.A., re: rate at which Provident Fund money should be remitted to England.

Considered excerpt from the Proceedings of a meeting of the Trustees for the Improvement of the City of Bombay, held on the 13th April 1927.

“ In accordance with notice of motion, it was—

Proposed by Mr. Hoosenally M. Rahimtoola—

‘ That the Board is of opinion that the payment of amount due on retirement to a subscriber to the Provident Fund should be made in Indian No. 49. Currency, provided however that if a subscriber is residing at the time of payment in any country other than India the amount due to him may at his request be remitted to him at the current rate of exchange.

2. That the Committee be requested to submit at the next meeting of the Board for their approval amendments to the Provident Fund Rules to give effect to the above.’

The motion was seconded by Mr. Bole and *carried.*”

**Resolution 259.**—Referred to the Finance and Establishment Sub-Committee for consideration and report.

21. Re : Board's Resolution No. 52, dated 13th April 1927 re : notice of motion by Dr. Viegas asking Improvements Committee to report why new posts, higher appointments and changes of designation were sanctioned.

Considered excerpt from the Proceedings of a Meeting of the Trustees for the Improvement of the City of Bombay, held on the 13th April 1927.

"In accordance with notice of motion, it was—

Proposed by Dr. Viegas—

'That considering that the Trust has made a loss of about 7 lakhs in 1922-23, of 14½ lakhs in 1923-24, of 17 lakhs in 1924-25, of 25 lakhs in 1925-26, 22½ lakhs in 1926-27 and that in 1927-28 it is expected that the Trust will make a loss of 25½ lakhs and that for the year 1927-28 the General Account Revenue Receipts are estimated at *only 78½ lakhs* whereas the Maintenance and the Interest and Sinking Fund Charges for the same year are estimated at *Rs. 104 lakhs* and considering that the operations of the Trust have been very greatly contracted, the Improvements Committee be requested to report why new posts, higher appointments and changes of designation were sanctioned and recommended by them for sanction for the year 1927-28.'

The motion was seconded by Mr. Tairsee and *carried*.

**Resolution 260.**—Referred to the Finance and Establishment Sub-Committee for consideration and report.

22. Re : Lists showing Resolutions passed by the Committee asking for reports from the Chief Officer and outstanding references before the Sub-Committees re : notice of motion, dated 19th March 1927, by Mr. Hoosenally M. Rahimtoola, B.A.

( C. R. 197, dated 5th April 1927. )

Considered Secretary's note, dated 27th April 1927 :—

"With reference to Committee's Resolution No. 197, dated 5th April 1927, adopting the notice of motion, dated 19th March 1927, by Mr. Hoosenally, reproduced in the margin

"That the Secretary be requested to submit at the first meeting of the Committee every month a list showing resolutions passed by the Committee asking for report from the Chief Officer which have not been submitted, and a list of outstanding references before the Sub-Committees."

I beg to submit herewith two statements, (a)

showing resolutions passed by the Committee, asking for reports from the Chief Officer, which have not been submitted and (b) showing outstanding references before the Sub-Committees."

### Statement A.

Showing the Resolutions passed by the Committee asking for reports from the Chief Officer.

Committee's Resolution, No. and date.	Subject.
26, dated 1st June 1926.	Love Lane Chawls—Regarding the initial cost and maintenance charges of putting up lights on stairs and passages and the approximate charge to be levied from the occupants in respect of the same.
126, dated 10th Aug. 1926.	<p>(a) The Chief Officer be requested to report the total expenditure per mensem incurred by the Bombay Improvement Trust in maintaining the Tribunal of Appeal.</p> <p>(b) How many cases have been disposed of by the Tribunal since the transfer and how many are pending?</p> <p>(c) How often does the Tribunal meet in a week and on what days and for how many hours?</p> <p>(d) What is the average payment per working hour to the President of the Tribunal and what is the expenditure per case since the transfer?</p> <p>(e) Whether it would be more economical without adversely affecting the efficiency to pay fees per every working hour to the President and whether the Improvements Committee through the Board should make such recommendation to the Government.</p>
172, dated 2nd Sept. 1926.	That the Chief Officer be requested to report whether it is now necessary to have (a) two Architects viz. a consulting Architect and a Trust Architect, (b) whether such a highly paid Trust Architect is now necessary.
175, dated 2nd Sept. 1926.	<p>That the Chief Officer be requested to furnish the following information with regard to the western portion of Parel Road from Lalbag to Parel :—</p> <ol style="list-style-type: none"> <li>(1) The date on which this road was asphalted.</li> <li>(2) The cost incurred in making the road.</li> <li>(3) The present condition of the road and its causes.</li> <li>(4) The estimated cost of repairing the road.</li> <li>(5) Whether this road has been handed over to the Municipality and</li> <li>(6) If not, the reasons for not transferring it yet.</li> </ol>
185, dated 16th Sept. 1926.	Scheme 32, Agripada—nuisance by pathans on footpaths and on vacant land in Souter Street (encroachment between plot 15, East Agripada and case 67).
197, dated 16th Sept. 1926.	That the Chief Officer be requested to report whether any supersessions have taken place in the permanent subordinate staff of the Trust within the last two years and which of them (a) by Trust employees and which (b) by outsiders and the reasons therefor.



Committee's Resolution, No. and date.	Subject.
202, dated 16th Sept, 1926.	Princess Street Estate—plot 89—proposed additional floor to the building on. Chief Officer to furnish further report as to whether the lessee could have erected an additional floor in the first instance.
216, dated 28th Sept. 1926.	That the Chief Officer be requested to report the cost of collecting the rents of chawls, acquired buildings and lands let on short tenancies, the agency or agencies employed for collecting them, the ratio of the cost to the rents (a) collectable and to (b) those actually collected and the amounts written off for each of the last ten years.
217, dated 28th Sept. 1926.	<p>That the attention of the Chief Officer be invited to the advertisement dated the 10th September 1926 appearing in the local newspapers inviting applications for the post of the Trust Engineer and he be requested to report at an early date :—</p> <ol style="list-style-type: none"> <li>(1) What are the reasons for the delay of 4 months in issuing the advertisement when the Board's Resolution on the subject was passed on the 17th May 1926.</li> <li>(2) Why the terms have not been placed before the Committee for their approval.</li> <li>(3) Whether he and the Municipal Commissioner have come to any arrangement for the reorganization of the Municipal and Trust Engineering Departments as required by Corporation Resolution No. 1813, dated 12th May 1926.</li> <li>(4) Whether in view of the curtailment of the activities of the Trust such a highly salaried post is necessary especially as the post of the Municipal Executive Engineer carries a salary of Rs. 1,200—2,000 only, and</li> <li>(5) Whether it would not be advisable to abolish the post or to reduce the salary thereof.</li> </ol>
256, dated 2nd Nov. 1926.	That the Board are of opinion that no shop selling opium or ganja or any other intoxicant drugs should be allowed to be located in future on any property or part of the property belonging to the Board or any building or part of a building constructed or to be constructed thereon.
257, dated 2nd Nov. 1926.	That the attention of the Improvement Trust Committee is invited to the desirability of providing housing accommodation for the menials and biggaries etc., in the Board's service in the same way as the Municipality have provided housing accommodation for their employees in their service and they be requested to submit definite proposals in the matter to the Board.
296, dated 7th Dec. 1926.	Gratuity to staff—to furnish concrete cases comparing the benefits which would accrue to the staff under Trust rules and the Municipal rules respectively.
200, dated 12th April 1927.	Scheme 56 Dharavi (Southern Portion of) proposed development of a portion as sites for Milch Cattle stables.
206, dated 12th April 1927.	Scheme 47—Tulsirampada—Plot 2—application for reduction of rent.

### Statement B.

Showing the outstanding references before the Sub-Committees.

Committee's Resolution, No. and date.	Subject.	Referred to.
89, dated 13th July 1926.	Adoption of the Municipal rules and regulations as regards, pay, leave, gratuity and provident fund to the Improvement Trust staff.	Finance and Establishment Sub-Committee.
259, dated 2nd Nov. 1926.	Amalgamation of the Trust with Corporation.	Do.
326, dated 21st Dec. 1926.	Introduction of some method by which proper control over rent collection work could be exercised so as to reduce the percentage of bad debts in future.	Do.
86, dated 8th Feb. 1927.	Regarding payment of salary to the clerical and inferior staff according to the scale in vogue in the Municipal Corporation.	Do.
95, dated 22nd Feb. 1927.	Mr. Tairsee's notice of motion regarding Insurance of Trust properties.	Do.
223, dated 19th April 1927.	Advances from Government of India—Reduction in rate of interest on loan raised in 1921-22, and a revised programme of repayment.	Do.
123, dated 10th Aug. 1926.	Motor cars owned by the Trust—Further details called for by the Finance and Establishment Sub-Committee in their Resolution No. 22, dated 5th April 1927.	Do.
301, dated 14th Dec. 1926.	Insurance of Trust properties—Further report called for from the Chief Officer on the suggestion of Mr. Wadia to start a fund for the purpose <i>vide</i> Finance and Establishment Sub-Committee's Resolution 7, dated 7th February 1927.	Do.
173, dated 29th Mar. 1927.	Stores in Stock Account—Regularising of short postings made by the Engineering staff on the works.	Do.
216, dated 12th April 1927.	Cost of Management and Establishment—Note by the Examiner, Outside Audit.	Do.
	Notices of motion by Dr. Viegas :—	Do.
	That the Board are of opinion that the following points should be borne in mind in effecting retrenchment :—	
229, dated 19th April 1927.	(1) That no extension of service should be granted to those who are 55 years of age and above.	Do.
230, dated „ „ „	(2) That those whose services have been lent by Government should be sent back as early as possible.	Do.

Committee's Resolution, No. and date.	Subject.	Referred to.
231, dated 19th April 1927.	(3) That those on the Temporary Establishment should be asked to go before those on the Permanent Establishment; but length of service in hard cases should be considered.	Finance and Establishment Sub-Committee.
232, dated " " "	(4) That the juniors on the permanent staff should be asked to go first and then the seniors.	Do.
233, dated " " "	(5) That those in service for 25 years and above and who are short of 30 years' service should be given the option of retiring if it could be done without detriment to the interests of the Trust and allowed full gratuity as if they have completed 30 years of service or 55 years of age.	Do.
234, dated " " "	(6) That the Engineer's Office should be transferred from Matunga to the Head Office.	Do.
235, dated " " "	(7) That the Engineer's Account Section be transferred to the Chief Accountant's Department.	Do.
236, dated " " "	(8) That the drawing Sections under the Engineer and the Amalgamated Departments of Land Manager and Estate Agent should be amalgamated.	Do.
151, dated 19th Aug. 1926.	Notice of motion by Mr. Rajaram K. Vaidya regarding the abandonment of the Worli Koliwada Scheme.	Improvement Sub-Committee.
156, dated " " "	Notice of motion by Dr. E. Moses regarding Improvement of Kamatipura District.	Do.
153, dated " " "	Notice of motion by Mr. B. B. Palwanker regarding the construction of two and three room tenements or cottage system blocks for the use of lower-middle classes.	Works Sub-Committee.
51, dated 25th Jan. 1927.	Proposed exchange of land with the Acworth Leper Asylum.	Special Sub-Committee.
105, dated 20th July 1926. 155, dated 19th Aug. 1926. 158, dated " " "	} Notices of motions by Messrs. Dumasia, Meyer Nissim and Hoosenally M. Rahimtoola regarding Dharavi Scheme.	Do.
265, dated 2nd Nov. 1926.	Notice of motion by Dr. S. S. Batliwala that, in view of the petition from the residents of Dadar Parsee Colony, the layout of the circle at the junction of Kingsway and the road leading to the Dadar Overbridge should not be proceeded with.	Do.

**Resolution 261.**—The statements attached to the Secretary's note should be recorded.

23. Re: Notice of motion, dated 19th April 1927 by Dr. Accacio G. Viegas, L. M. & S., re: agreements with officers and employees which expire during the current year.

“At the Improvements Committee meeting of Tuesday the 21st Instant, I shall move—

‘That steps should be taken at once to terminate agreements which are expiring during the current year by giving due notice to the officers and employees concerned.’”

The motion was ruled out of order by the Chairman on the ground that the appointments were made by the old Board and that under Section 4 of the Transfer Act the Committee had no power to terminate any appointments, except the new Board.

24. Re: Notice of motion by Dr. Accacio G. Viegas, L. M. & S., dated 30th April 1927.

“At the Improvements Committee meeting of the 3rd proximo I shall move—

‘That the Chief Officer be requested to report at a very early date the cost of the Acquisition branch and of the Valuation branch respectively of the New Amalgamated Estates and Valuation Department.’”

The motion was seconded by Mr. Silam.

The motion on being put to the vote was lost, 5 members voting for it and 6 against it.

Dr. Viegas demanded a poll. The following members voted for the motion—

1. Mr. Mirza Ali Mohammed Khan.
2. The Hon'ble Sir Phiroze C. Sethna, Kt.
3. Dr. Viegas.
4. Mr. Silam.
5. Mr. Tairsee.

The following members voted against the motion:—

1. Sir Vasant Rao Anandrao Dabholkar, Kt.
2. Sir Reginald Spence, Kt.
3. Mr. Bell.
4. Mr. Saklatvala.
5. The Hon'ble Mr. G. A. Thomas.
6. Mr. Neilson.

The other members did not vote.

The Chairman declared that the motion was *lost*.

25. The following documents were executed —

(1) *Debentures*—

Ten debentures in favour of Mr. Cullianji Purshotam and another of the loan of 1904 for Rs. 10,000 in lieu of ten cancelled.

(2) *Lease and Counterpart to*—

(i) Sirdar Sullemañ Cassum Haji Mitha, C. I. E., re: Plots Nos. 3 and 4 Sandhurst Road East Estate.

(ii) Mr. Versi Thakersey and another re: Plots Nos. D1 and D2 Nowroji Hill Estate (for three years).

**(3) Agreement with—**

- (i) Mr. Hathibhai Sakerchand for building lease of plot No. 301, Dadar-Matunga Estate.
- (ii) Mr. Shiavax Maneckji Surveyor and another for building lease of plot No. 36A, Chaupati West Estate.
- (iii) Mr. Noormahomed Bajid for building lease of plot No. 7, Parel Road South Estate.

**(4) Acceptance of Application by—**

- (i) Dr. B. Reuben and others for building lease of plot No. 88, Nowroji Hill Estate.
  - (ii) The Bombay Electric Supply and Tramways Company Limited for lease of the site for static Sub-Station on Naigaum Estate.
  - (iii) Mr. Rustomji Jamasji Mistry for building lease of plot No. 762, Dadar-Matunga Estate.
  - (iv) Messrs. Muncherji Pallonji Contractor and others for building lease of plots Nos. 39 and 40 Chaupati West Estate.
- (5) Agreement entered into by Mr. Syed Mukaram Peerzada in respect of Guzri Bazar Market in Case No. 63. Scheme 47.**
- (6) Agreement in duplicate for the supply of Kerosine oil during the year 1927-1928 by—**
- (i) The Burmah Oil Company, Limited.
  - (ii) The Asiatic Petroleum Co. (India), Limited.
- (7) Agreement by Messrs. Gulambusein Ahmedally and Co., Ltd., for the supply during the year 1927-1928 of—**
- (i) Stationery and
  - (ii) Drawing Materials.
- (8) Agreement in duplicate with Mr. Laxman Mahadeo re: Work Order No. 14 Book No. 88 for Rs. 26,700 in respect of quarry in Scheme 29.**

**26. The following papers were laid on the Table :—**

1. Purchase orders sanctioned by the Chief Officer under Section 22(1) of the Act.
2. Work orders sanctioned by the Chief Officer under Section 22(1) of the Act.
3. Sale of materials sanctioned by the Chief Officer under Section 22(1) of the Act.
4. Temporary lettings sanctioned by the Chief Officer under Section 22(1) of the Act.
5. Charge Receipt of Roads handed over to the Municipality.
6. Chief Officer's sanction, dated 11th April 1927, to the reduction of Engineer's imprest to Rs. 1,000.
7. Estate Agent's No. 4051, dated 23rd April 1927, informing that in pursuance of Committee's Resolution 225, dated 19th April 1927, re-entry was made on plot 473, Dadar-Matunga Estate.
8. Estate Agent's No. 4054, dated 23rd April 1927, informing that in pursuance of Committee's Resolution 307, dated 14th December 1926, re-entry was made on plots, 109 to 114, 122 to 127 and 130 to 133, Dadar-Matunga Estate.



# Bombay Improvement Trust.

ESPLANADE ROAD,<sup>7</sup>

Bombay, 10th May 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 4-10 P.M. (S.T.) there were—

## PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman.*
  2. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., M.L.C.
  3. DR. ACCACIO G. VIEGAS, L.M. & S.
  4. MR. L. R. TAIRSEE.
  5. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
  6. MR. S. L. SILAM, B.A., LL.B.
  7. MR. NAOROJI M. DUMASIA, M.L.A.
  8. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
  9. MR. HOSENALLY M. RAHIMTOOLA, B.A., M.L.C.
  10. SIR REGINALD SPENCE, KT.
  11. MR. S. B. BILLIMORIA, M.B.E.
  12. MR. S. D. SAKLATVALA.
  13. MR. R. D. BELL, C.I.E., I.C.S.
  14. MR. W. H. NEILSON, O.B.E.
  15. THE HON'BLE MR. G. A. THOMAS, C.I.E., I.C.S.
  16. MR. GANPAT KRISHNAJI BORADE.
- AND MR. H. B. CLAYTON, I.C.S., MUNICIPAL COMMISSIONER.  
MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meeting, held on 4th May 1927, were signed.

1. Re : Plot No. 114—Nowroji Hill Estate—application for building lease.

( File No. Mis. 373/27. )

Considered the following :—

(a) Letter, dated 28th April 1927, from Messrs. Kamtekar and Bhiwandkar, Architects, etc. :—

“With reference to the above plot we have the honour to address you as follows :—

Our client Dr. Rajabally V. Patel intends to construct a building for poor widows and other poor families of his (Khoja) community which will be let out at nominal rents and has set aside a sum of Rs. 50,000 (Fifty thousand) for that purpose. He intends to take the above plot on a perpetual Fazandari (Lease) on the basis of 6% per annum on the cost of land at the rate of Rs. 50 per sq. yard. We have therefore to request you to place this proposal before the Board for their favourable consideration and we feel confi-

dent that the example of Dr. Rajabally will be followed by many others if the Trust were to view such proposals favourably.

"An early reply will oblige."

(b) Estate Agent's letter No. 4875, dated 6th May 1927 :—

" \* \* \* \* \*

2. A copy of site plan No. 26, dated 17th February 1926, of plot No. 114 Nowroji Hill Estate is forwarded herewith, from which it will be seen that the total area is 442 sq. yards out of which a rear strip of land 12' in width only is to be left unbuilt upon.

3. The plot has a frontage to Jail Road of 70' and to the 40' side road of 50' and is an exceptionally good corner plot. The opposite corner plot is No. 125 ; it was let at a rate of 6% per annum on Rs. 125 per sq. yard, and on it an imposing building of a ground and five upper floors has been erected.

4. On plot No. 113 on the North, a Hindu temple is shortly to be erected of a ground mezzanine and two upper floors.

5. The applicant Dr. Rajabally V. Patel states in his letter that he intends to construct a building for poor widows and other poor families of his community which will be let out to them at nominal rents and for which purpose a sum of Rs. 50,000 has been set aside.

6. As this is a comparatively small sum for this object, Dr. Patel wishes to get the plot as cheaply as possible, and he therefore offers a rate of Rs. 50 per sq. yard.

7. For the same reason he wishes to keep the cubical contents of his building as small as possible, and he therefore asks that the first floor level should be only 15' above the pavement level instead of 18' as laid down in the building rules for this estate. The reason for fixing the height at 18' for this district is that, after allowing 2' for the plinth, the height of the shop will be 16' which has been found necessary because traders wish to have galleries in their shops, and the shops will therefore fetch a proportionately higher rent.

8. The Committee recently varied this rule in the case of the temple on the North when they allowed the first floor level of the same to be fixed at 20' above street level, as the architecture of the temple would be entirely different from that of the buildings on the surrounding plots.

9. The architectural effect of a squat building on plot No. 114 between the temple on the North and the imposing building on the South is therefore bound to be bad, and the undersigned is of opinion that it would pay the applicant better to collect some more money for his purpose, and to erect a good building with its first floor level at 18' above the road level.

10. As regards the rate, the undersigned is of opinion that this plot is worth at least 6% on Rs. 130 per sq. yard. In this connection, however, it will be remembered that the Committee recently agreed to lease plot No. 88 to the Committee of the Bene-Israel community at a ground rent calculated at 6% per annum on Rs. 60 per sq. yard with two years' rent free period. The object was the same, *viz.*, the housing of the poorer members of the community, except that it was stated that they had been dishoused by the operations of this scheme. The area of plot No. 88, however, was 841 sq. yards which is nearly double the size of plot No. 114, and out of the former plot a larger proportion of open space has to be left."

(c) Chief Officer's note, dated 6th May 1927 :—

"So far as I remember the Trust has never granted a rebate in the case of a private charity. It is understood that Dr. Patel intends appointing Trustees and I suggest that if any rebate is to be given the Trustees should be appointed and the deed drawn up and approved by our Solicitors before any binding agreement is entered into. The deed should provide for a perpetual charity.



I agree with the Estate Agent that the value of the plot is Rs. 125 per sq. yard. Compared with the concession rate of Rs. 60 accepted by the Committee for plot 88 it is worth Rs. 75."

The Chairman read a draft resolution which had been drawn up by the Chief Officer and which was as follows :—

"Dr. R. V. Patel should be informed that the Committee will be prepared to accept an offer for an agreement for a perpetual lease of the land at a ground rent calculated at 6% per annum on Rs. 130 per sq. yard with one year's free period and on the usual conditions.

2. On the completion of the building and on Dr. Patel appointing Trustees under a deed to be approved by the Board's Solicitors, providing for a perpetual charity the Committee will be prepared to grant a perpetual lease of the property at a ground rent per cent. less than that provided for in the proposed agreement. The lease will provide that in the event of any portion of the building, other than the ground floor, being used for purposes other than that of housing at a nominal rent poor and needy members of the Khoja Community the ground rent will be increased to six per cent. per annum on Rs. 130 per sq. yard."

Proposed by Mr. Neilson—

"That the question be referred to the Land Sub-Committee for consideration and report."

*First amendment.*—Sir Vasant Rao moved—

"That the question be referred to a Special Committee consisting of the following members :—

1. The Chairman.
2. Sir Vasant Rao Anandrao Dabholkar, Kt., C.B.E.
3. The Hon'ble Mr. G. A. Thomas, C.I.E., I.C.S.
4. Mr. Mirza Ali Mohammed Khan, M.A., LL.B.
5. „ Hoosenally M. Rahimtoola, B.A.
6. „ S. L. Silam, B.A., LL.B.
7. „ K. F. Nariman, B.A., LL.B.
8. Dr. A. G. Viegas, L. M. & S.
9. Mr. Ganpat Krishnaji Borade.
10. „ R. D. Bell, C.I.E., I.C.S.

*Second amendment.*—Mr. Dumasia moved—

"That the consideration of the application be postponed till the return of Dr. R. V. Patel to Bombay."

Here Sir Vasant Rao withdrew his amendment.

Mr. Dumasia's amendment was put to the vote and *carried* and it was also carried as a substantive proposition.

**Resolution 262.**—The consideration of the application be postponed till the return of Dr. R. V. Patel to Bombay.

2. Re: Second Police Accommodation Scheme at Naigaum (Scheme 67) acquiring additional land for play-ground.

( File No. Mis. 90/27.)

Considered the following :—

(a). Letter No. 15822/D, dated 22nd March 1927, from the Secretary to the Government of Bombay, Home Department :—

"I am directed by the Governor-in-Council to forward herewith a copy of letter No. 1901/15, dated the 17th February 1927, from the Commissioner of Police, Bombay, in which he proposes to acquire an additional plot for a second play-ground for police officers and men living in the second Naigaum Police Accommodation Scheme. It will be seen from paragraph 3 thereof that he recommends the acquisition of a portion sufficient for a second play-ground, of the plot marked off "B" in the accompanying plan excluding a 40 feet frontage in Naigaum Road but including the 40 feet road between the plot referred to above and the existing play-ground. I am to request that you will be so good as to state what would be the actual cost of the proportion proposed to be acquired by the Commissioner of Police, Bombay."

*Copy of letter, No. 1901/15, dated 17th February 1927, from the Commissioner of Police, Bombay, referred to above :—*

"I have the honour to inform you that on the 27th January 1927 the Honourable Member, Home Department, inspected the new Police Head Quarters at Naigaum. I pointed out to him that in addition to the parade ground, there was only one play-ground, 10,000 sq. yards in area ; and that as the parade ground would not ordinarily be available for recreation purposes, the one play-ground would not be enough for the force of 750 men to be accommodated at Naigaum. There was a vacant site adjoining the play-ground which I suggested ought to be acquired. The Honourable Member said I might address Government on the subject.

2. I therefore enquired from the Chief Officer, Bombay Improvement Trust, whether the vacant site was available and if so, on what terms it could be acquired. He informs me that the site is available, except for a few small plots which have been let out on short leases. The land of the existing play-ground was valued at Rs. 16 per sq. yard but the Chief Officer states that the value of the new site would be Rs. 20 per sq. yard owing to its long frontage on Naigaum Road.

3. I attach a plan\* showing the existing play-ground marked A and the adjoining plot marked B and I recommend the acquisition of a slice of B sufficient for a second playground. As the Chief Officer states that the value of the land is increased owing to the long frontage in Naigaum Road, I would suggest that the frontage should not be acquired but that instead the 40 feet road between the two plots should be merged in the second playground. It would be sufficient to acquire a plot exactly the same length as the present playground. If a 40 feet frontage on Naigaum is left out and the 40 feet road is included in the playground, the breadth of the plot would be the same as that of the present playground."

(b) Chief Officer's note, dated 2nd May 1927 :—

" This relates to the Second Police Accommodation Scheme at Naigaum (Scheme No. 67).

2. The original scheme provided for the erection of chawls for 700 men and residencies for a number of officers. It comprised an area of rather over 36,000 sq. yards.

3. In September 1924 the scheme was altered at the request of Government and an additional area of 10,000 sq. yards was included for use as a playground. This area is marked A on the plan.\*

4. In February last Mr. Kelly enquired whether as the existing playground had been found to be insufficient for its purpose it would be possible to include more land on the east of block A and if so what would be its area and cost. I replied that the area of

\* Not printed.

this additional land was 15,476 sq. yards and that bearing in mind its long frontage to Naigaum Road it might be valued at Rs. 20 per sq. yard.

5. Government now enquire whether a portion of the 15,476 sq. yards, and also the site of the 40 ft. road dividing it from block A, could be added to the scheme and if so at what cost. They suggest that by including the width (40 feet) of the road the site could be moved towards the west leaving the Board with a frontage having a depth of 40 feet to Naigaum Road. This is so, but a depth of 40 feet is too shallow to be of much use and we should require 70 feet at least.

6. The Estate Agent has prepared a plan shewing the additional land, marked B, the area of which is 8,711 sq. yards. He values this land at Rs. 16 per sq. yard, which is the same rate as was charged for block A. This may be accepted.

7. The portion of the 40 ft. road included in the new site has not yet been handed over to the Municipality and may, therefore, be included. The Engineer reports that the sewer and storm water drain in the road grade from north to south and that if the road is closed as proposed and the drains closed it will be necessary to construct new storm water drains and sewers at a cost of Rs. 13,420.

8. I see no objection to the land B, being included in the scheme and suggest that Government be informed that the Committee will be prepared to advise the Board to agree to the scheme being altered provided Government agree to the value of the land being fixed at Rs. 16 per sq. yard plus a lump sum of Rs. 13,420 being the cost of additional drainage work."

**Resolution 263.**—The suggestion made by the Chief Officer in para 8 of his note, dated 2nd May 1927 is approved.

3. Re : Schedule C. Lands—Mahalaxmi, Plot A—right of cultivation.  
( File No. Mis. 349/27. )

Considered Chief Officer's note, dated 5th May 1927 :—

" This plot is situated to the East of the Willingdon Sports Club and the Body Guard Lines. It comprises an area of 9.03 acres and has for some years past been let for cultivation. The right of cultivating it for one year from the 1st May was put up to auction on the 30th March last when the highest bid was Rs. 4,050 against Rs. 4,725 last year. This bid was not accepted.

2. The Estate Agent now submits an offer of Rs. 4,100 for the season by Mr. Sakraji Bapuji and recommends acceptance. The land together with another plot ad-measuring about 4 acres was let in 1925-26 for Rs. 4,000. I concur in the Estate Agent's recommendation."

**Resolution 264.**—The offer by Mr. Sakroji Bapuji for Rs. 4,100, is accepted.

4. Re : Scheme 37—Case 90—Rent Contract.  
( File No. Mis. 167/27. )

Considered the following :—

(a) Letter, dated 30th March 1927 from Mr. M. L. Shah :—

" The above buildings have been let out since the last 3 years to a rent farmer for collecting rents and so long as the Trust used to receive rents regularly, though there were bitter complaints against the tyranny and high-handedness of the rent farmer, yet the Trust did not wish to interfere in the matter to redress the grievances of the tenants.

Let apart the grievances of the tenants, it is said that the rent farmer is in arrears of 4 to 5 months' rents and still he is not in a position to pay. The rent farmer is believed to be involved in heavy debts and the Trust will, in all probability, be hit in the back. *The tenants have paid their rents regularly* and rents collected have been swallowed up elsewhere. The Trust thus stands to lose some day, all the rents in arrears.

The most striking thing is that when other persons are prepared to pay two-three months' rent as deposit, and also agree to work on less commission and guarantee regular payments of the rents, it passes the comprehension of anybody why the particular rent-farmer is being looked upon with favour and leniency, which would involve the Trust in loss.

I have therefore to request Your Honour to look closely into this matter and find out how many months' rent is in arrears and whether the present rent-farmer is in a position to pay or not. At the end of enquiries, I am sure, Your Honour will find the above to be whole truth.

Apologizing for the trouble to which we are putting Your Honour."

(b) Estate Agent's No. 4514, dated 29th April 1927 :—

"Mr. Mohanlal Bholabhai has been one of the rent farmers for the property in the above case since its acquisition in the year 1913. He is paying a rent of Rs. 697 per month. The Trust holds one month's rent as deposit. He has paid rent for December 1926 and is in arrears of rent for the first four months of 1927, *i.e.*, from January to the end of April. According to the arrangement for the payment of arrears he has to pay for January before the end of this month, and for February and March in the month of May, and for April and May in June. He has given notice to terminate his contract from the 1st June 1927.

Taking into consideration the deposit with the Trust he has to pay three months' rent upto date.

The allegations made in the letter of Mr. M. L. Shah are quite groundless, and no leniency is being shown to the Rent Contractor. Efforts are being made to recover the arrears without incurring extra expenditure by going to Court."

(c) Chief Officer's note, dated 2nd May 1927 :—

"There were originally two rent farmers of this property but they separated some 18 month or two years ago and Mr. Mohanlal Bholabhai has since carried on the contract. The tenants took sides in the dispute between the farmers and many complaints were received which on investigation proved to be groundless.

2. At the end of February last the Land Manager reported that Mr. Mohanlal had fallen into arrears and proposed to file a suit in the High Court for the recovery of the same. While this proposal was under consideration Mr. Mohanlal's Solicitor informed the Land Manager that he had been ill but would pay two months' rent in March, 2 in April, 2 in May and the remainder in June. As the rent had been paid regularly from 1913 onwards I told the Land Manager to agree to the proposal.

3. The rent for January has been paid since the Estate Agent reported. Excluding the current month three months' rent is due and we hold as deposit a sum equal to one months' "

**Resolution 265.**—The Chief Officer's note, dated 2nd May 1927, should be recorded.

5. Re : Plots 98 and 99 East Agripada North Estate—Reduction of additional rent.  
( File No. Misc. 386/27. )

Considered Estate Agent's letter No. 4658, dated 1st May 1927 :—

"I have the honour to inform you that under Trustees' Resolution No. 623, dated the 15th November 1921, the Board granted a license revocable at their will to the lessee of the above plots permitting him the use of three of his godowns for a flour mill and printing press to be worked by electric motors on payment of extra ground rent of Rs. 300 per annum.

The Board under their Resolution No. 6, dated the 6th January 1925, sanctioned the reduction of the extra ground rent from Rs. 300 to Rs. 200 per annum on one of the godowns being vacated and the electric machinery removed therefrom.

Another godown having now been vacated on 1st March 1927 and the electric machinery removed therefrom, the lessee has requested a proportionate reduction in the additional rent.

The extra rent was calculated at the rate of Rs. 100 per annum for each godown so used, and I have, therefore, to request your sanction to the additional rent being reduced from Rs. 200 to Rs. 100 per annum for the quarter ending 10th July 1927, due on 11th June 1927."

**Resolution 266.**—The reduction of the extra ground rent from Rs. 200 to Rs. 100 per annum is sanctioned.

2. The rent for the quarter ending 10th July 1927, due on 11th June 1927, should be at the reduced rate.

6. Re : Plot No. 685, Dadar-Matunga Estate—proposal to fix a maximum rent of Rs. 640 per mensem for the whole building.

( File No. Mis. 385/27. )

Considered Estate Agent's letter No. 4659, dated 1st May 1927 :—

"I have the honour to state that this plot is one of those allotted by the Board to the Zoroastrian Building Society, Limited.

2. The building on the plot has been completed and a Completion Certificate issued.

3. The Society above referred to propose to fix a maximum rent of Rs. 640 per mensem for the whole building as follows :—

				Rs.
Ground floor ... ..	...	...	...	300 per mensem.
First floor ... ..	...	...	...	340 "
			Total	640 "

(Including Outhouses.)

4. As required under the terms of the Zoroastrian Building Agreement, the above mentioned total rent of Rs. 640 per mensem is on the basis of a net annual return of 6 per cent. on the actual total outlay of Rs. 76,994-10-9 on the building and is, therefore, recommended for the Improvements Committee's approval and sanction."

**Resolution 267.**—The rents proposed for the ground floor and the first floor are approved.

7. Re : Plot No. 751, Dadar-Matunga Estate. Request for the reduction of ground rent. (C. R. 207 of 12th April 1927.)

Considered Estate Agent's letter No. 4440, dated 28th April 1927:—

"Herewith, I have the honour to forward a copy of a letter,\* dated the 24th instant from Mr. D. N. Dhakmarwalla in which he requests that he may be allowed to pay the premium of Rs. 10 per sq. yard for the above plot within a period of 12 months, instead of the usual period of three months from the date of the application which was accepted by the Improvements Committee under their Resolution No. 4, dated the 11th January 1927. The applicant at a later period asked to be allowed to pay ground rent for this plot instead of a premium, and he was informed under the terms of the Committee's Resolution No. 153, dated the 24th March 1927, that he would be allowed to pay rent at a rate of 6 per cent. per annum on Rs. 11 per sq. yard with the usual concessions in the rent for this Estate.

2. Mr. Dhakmarwalla again appealed to the Improvements Committee to be allowed to pay ground rent on the basis of Rs. 10 per sq. yard instead of Rs. 11, but the Committee by their further Resolution No. 207, dated the 12th April 1927, decided that the applicant should be informed that his request to reduce the rent cannot be complied with. Under the terms of his original application the premium had to be paid by the 5th of April 1927. The construction of the applicant's building is approaching first floor level.

3. His letter states that he makes his application as he hopes to obtain the commutation of a part of his pension from Government in about a year's time.

4. The request is unusual as the reduction of Re. 1 per sq. yard on payment by him of a premium was on account of the fact that the Trust would by now be in possession of the money, which would be theoretically earning interest.

5. As a special case the undersigned sees no objection to the agreement being so prepared as to allow the applicant to pay the premium of Rs. 10 per sq. yard for this plot on or before the 5th of April 1928, on condition, however, that he pays in addition interest at 6 per cent. per annum from 5th April 1927, upto the date of payment.

6. Under this proposal the Trust would not be put to any loss, which they would be in if the date of payment of the premium was advanced by a year without any payment of interest."

**Resolution 268.**—The applicant may be allowed to pay the premium of Rs. 10 per sq. yard on or before the 5th April 1928 subject to the condition that he pays interest at 6% per annum from 5th April 1927 to the date of payment.

8. Re : Plots Nos. 542 to 544, Dadar-Matunga Estate—Re-entry on.  
( File No. Misc. 380/27. )

Considered the following:—

(a) Estate Agent's letter No. 4606, dated 30th April 1927:—

"By a building agreement, dated 28th October 1919, the above plots were agreed to be leased to Mr. Bolabhai Nanabhai Javeri at an annual ground rent calculated at a rate of 4½ per cent. on Rs. 12 per sq. yard for plot No. 542 and Rs. 8 per sq. yard for plots Nos. 543 and 544.

2. The area of the plots is 6,105 sq. yards.

3. The deposit\* paid by the abovenamed building tenant for the plots is Rs. 6,000 in 5 per cent. Income tax: free loan 1945-55, and the interest accrued thereon is Rs. 2,800 upto the 14th March 1927.

\* Not printed.

4. Possession of the plots was given on the 16th November 1923 and the building period of 24 months expired on the 16th November 1925. No building operations have been commenced.

5. The ultimate annual ground rent is Rs. 2,980. Rent commenced to accrue to the Board on the 17th November 1925.

6. A suit was filed in the Court of Small Causes for the recovery of the arrears of rent amounting to Rs. 1,677 for three quarters ending 16th August 1926 and a decree was passed against the tenant for Rs. 1,841-13 including court and professional costs on the 17th November 1926. This amount was to be paid within a week from the date of the decree. Further three quarters' rent has, however, since fallen due and the total arrears of rent, therefore, amount to Rs. 3,354 upto the 16th May 1927. Adding to this the court and professional costs, *viz.*, Rs. 164-13 the total amount payable by the building tenant comes to Rs. 3,518-13.

7. The building tenant has failed to satisfy the decree and nothing has been paid by him.

8. The building tenant was interviewed by the undersigned in about November 1926, when he stated that, when he took up these three plots in 1917, he had the intention of building two houses at a cost of Rs. 1½ lacs. Further he stated that in the year 1920, he had put Rs. 1¼ lac into the Dharamsi Chemical Company, of which he was a partner. He also invested Rs. 4 lacs in cotton waste in 1923, when he soon after started to lose money on it and so went to Germany towards the end of 1924, in order to try and dispose of this cotton waste and returned after a year without success. He severed his connection with the Chemical Company, out of which he received none of his money back. He hoped to realise Rs. 2 lacs on his cotton waste which was lying in Germany and he had raised Rs. 1¼ lac on this including the machinery for dealing with the same.

Mr. Javeri further stated that he still ran his old mill-stores and machinery business but could barely make both ends meet.

He also stated that he had lost about Rs. 2 lacs in the share market and finally stated that though he may with luck at some future date retrieve about Rs. 1½ lacs from his various ventures he had and would have several liabilities. He had lost, he said, in all about Rs. 6 lacs and was, therefore, not in a position to build on the above plots.

9. Mr. Javeri, the building tenant, is almost always out of Bombay and great difficulty has been experienced in getting into touch with him and it has become obvious that he is not in a position to pay the costs of a surrender or the Trust's dues.

10. It is, therefore, suggested that the Committee should pass a resolution determining the said agreement appropriating the whole of the deposit and interest towards satisfaction of the Board's claim against the building tenant and authorising the undersigned to re-enter upon and take possession of the plots on behalf of the Board."

(b) Chief Officer's note, dated 5th May 1927 :—

"I fear there is no alternative but to re-enter as suggested by the Estate Agent."

**Resolution 269.**—The agreement in respect of the plots should be and the same is hereby cancelled.

2. The deposit together with the accrued interest should be and the whole of it is hereby appropriated towards satisfaction of the Board's claim against the building tenant.
3. Re-entry should be made on the plots by the Estate Agent Mr. J. T. Burge, on behalf of the Board.

9. Re : Dadar-Matunga Estate—Plot 404—lease to Bai Godavaribai, widow of Dossa Gopalji.

( File No. Misc. 368/27. )

Considered the following :—

(a) Estate Agent's No. 4202, dated 26th April 1927 :—

" The former Trustees by their Resolution No. 323, dated the 11th August 1925, adopted the report of the Land Acquisition Committee, whereby the Trust agreed to lease in perpetuity plot No. 404, shown by red boundary lines on the copy\* of the plan forwarded, herewith, to the former owner of the land, scored red on the plan at a nominal rent of Re. 1 per annum, under which settlement the Trust gained 2,800 sq. yards of the claimant's land free of cost.

2. The draft lease has been prepared accordingly on the usual terms and conditions for this Estate, and under the usual covenants Nos. 3 and 4 the lessee has to make additions and alterations or new erections subject to plans, specifications and elevations being previously submitted to and approved by the Board.

3. Under the usual Covenant No. 11 the user of the premises is restricted to residential purposes and for the three existing temples on the land only. Stables, factories, workshops and work-places are not permitted.

4. The claimant has now returned the draft lease through her Solicitors, Messrs. Craigie Blunt and Caroe, with a request that the same may be amended so as to permit the following alterations and additions being made to the buildings on the demised land at some future date free of charge. The lessee asks to be allowed to provide :—

- (a) one shed for accommodating 10 cows which, she states, are required for religious purposes,
- (b) a stable for a horse and carriage,
- (c) a motor garage to house at least 2 large cars,
- (d) two corrugated iron huts for the mali and the pujari,
- (e) an open washing place for the visitors to the temple.
- (f) one new chawl,
- (g) extensions to the existing bungalow.

The proposals are shown in red on the copy of the claimant's Engineers' plan\* forwarded herewith.

5. It is unusual for the Trust leases to contain express permission for the erection of additional buildings, etc., at some future date, as these are usually covered by the user covenants Nos. 3 and 4 referred to above. As, however, this is a special case under which the Trust has benefitted, and as the property is devoted to religious purposes it is thought that the Committee might be willing to allow the draft lease to be so amended as to allow the lessee to erect the additional accommodation referred to in para 4(a) to (g) above on condition that no building is to exceed a height of a ground and two upper floors, and that no building or structure except a boundary wall or fence is to be erected within a distance of 12'-6" from the north, south and west boundaries and within a distance of 15 ft. from the eastern boundary. These open spaces will agree with those proposed to be left by the Trust in the case of building plots abutting on the north and east boundaries of the plot to be leased.

6. It will be noticed that the proposed cow shed, coach-house and stable will be close to private property, and not to the Trust plots, and the undersigned sees no objection to these additions in the circumstances.

The proposed garage, however, should not be allowed to be erected on the reserved open space as shown on the south-east corner, as the adjoining Trust lessees would not be allowed to have a large garage of this size, but would only be allowed, one garage 18' x 10' on payment of additional ground rent. The undersigned otherwise sees no objection to allowing the lessee's requests."



(b) Chief Officer's note, dated 27th April 1927:—

"I agree with the Estate Agent's recommendations."

**Resolution 270.**—The recommendations made by the Chief Officer are sanctioned.

10. Re: Plots 626, 633 and 634, Dadar-Matunga Estate—proposal to throw area of outhouse into that of the main building.

(File No. Mis. 370/27.)

Considered the following:—

(a) Trust Architect's letter No. 1092, dated 23rd April 1927:—

"I have the honour to forward herewith plans for the revised layout shown in red and the original layout shown in yellow for the above plots.

It is proposed to throw the area of the outhouse into that of the main building by increasing the depth of the latter by 15 feet. Four bay windows are also proposed beyond the building area, two in front and other two over the side open spaces.

The plans may be approved subject to extra rent being paid in proportion to the additional floor area gained."

(b) Estate Agent's No. 4332, dated 27th April 1927:—

\* \* \* \* \*

2. The effect of throwing the area of the outhouse into that of the main building by increasing the depth of the latter by 15 ft. together with the encroachment of the four bays over the front and side open spaces is an increase of 24% on the original floor area and a proportionate increase in the ultimate ground rent will, therefore, amount to Rs. 396 per annum as follows:—

				Rs.
For plot No. 626	...	...	140	per annum.
„ 633	...	...	128	„
„ 634	...	...	128	„
		Total Rs.	396	„

3. The building tenants of the adjoining plots have sent letters to the undersigned stating that they have no objection to the above proposal."

**Resolution 271.**—The proposed revised layout and increase in the ultimate ground rents are sanctioned.

2. The plans should be submitted to the Plans Sub-Committee for consideration.

11. Re: Scheme 60, Naigaum—Case No. 9 (part)—land given to the Young Men's Christian Association—temporary lease of.

(File No. Mis. 300/27.)

Considered the following:—

(a) Letter, dated 1st April 1927, from the General Secretary, Bombay Young Men's Christian Association:—

"You will recall that I approached you in the early part of 1925, in reference to the above plot. Our hope was to secure the money sufficient to cover the cost of the

\* Not printed.

Hut and equipment but we were not successful in doing this. As a matter of fact we were not able to get the Hut in working order until October 1926. This has meant over a year's delay in getting our experiment started.

In addition to the capital outlay amounting to Rs. 7,000 the actual running expenses for the work we were able to do before the Hut was ready, amounted to about Rs. 500 a month. Our budget for the ensuing year for this department of our work totals Rs. 6,000. I ought to point out that this is for local staff and expenses and does not include the personal budget of our Secretary, Mr. Ward, who is supported from America. In order that you may obtain some idea of the work we are attempting, may I refer you to pages 28 to 31 of the enclosed Report\*.

We feel that it will be of greater value to us in demonstrating the utility of our service if we could have a full three years' period to function in, beginning from October 1926. This will enable us to spread our expenses over a longer period of time which we feel is necessary to make known to the public the worth of the service we are rendering.

I am, therefore, writing to ask if you would be good enough to have the lease drawn up for this plot of ground for a period of 36 months from the 27th day of October 1926, instead of the 27th day of October 1925.

I feel it is not necessary for me at this juncture to go into the question of our community service as I feel you are well acquainted with our aims and objects in regard to our Social Welfare work for the residents in the Chawls at Naigaum. You may be interested to know that we have been approached with a view to our undertaking similar service for the residents in some of the Worli Chawls and as our purpose and work becomes better known we feel that our services will be increasingly available. We will be glad, therefore, to have you accede to our request so that our experimental period will have the best possible chance."

(b) Estate Agent's No. 3608, dated 19th April 1927 :—

\* \* \* \* \*

There is no objection to dating the agreement from 27th October 1926, and to granting a lease for three years, the rent for the previous period having been paid up."

**Resolution 272.**—The plot should be leased for a period of 3 years and the agreement, dated from 27th October 1926.

12. Re: Monsoon Repairs to acquired properties, permanent chawls, etc.

Considered the following:—

(a) Engineer's letter No. 4049, dated 26th April 1927:—

"With reference to the correspondence ending with Chief Accountant's No. W. A. 6737 of 17th March 1927, I have to inform you that tenders for the above work were called from 14 persons, out of which only 4 have replied.

It will be seen from the accompanying statement\* marked "A" that Mr. Haji Dada Suleman's tender is the lowest for acquired properties in Pydhowni Division and permanent chawls in Agripada and Pydhowni Divisions while that of Mr. Daya Lakha is the lowest for the acquired properties in Agripada Division and permanent chawls and acquired properties in Parel Division.

It may, however, be observed here that Mr. Abdul Husein Tayaballis rates for dammering are the lowest and he is prepared to take up the dammering work of all the permanent chawls and acquired properties at the rates quoted by him.

The rates of Mr. Chandishah are also lower in respect of dammering of permanent chawls, than those of Mr. Haji Dada Suleman and Mr. Daya Lakha and he is also prepared to do the dammering work of all the Trust properties at the rates quoted by him.

\*Not printed.

Both Mr. Abdul Husein Tayaballi and Mr. Chandishah have never taken monsoon repairs contracts in the Trust.

Neither Mr. Haji Dada Suleman nor Mr. Daya Lakha is prepared to take up the work if the work in respect of permanent chawls is not given to them.

It may be pointed out that, as will be seen from the accompanying statement\* marked "B", it will be advantageous to give the work to Mr. Haji Dada Suleman and Mr. Daya Lakha, whose rates are on the average lower than those of Mr. Abdul Husein Tayabally and Mr. Chandishah. Besides both Mr. Haji Dada Suleman and Mr. Daya Lakha are doing the monsoon repairs work in the Improvement Trust for some years past.

Two statements\* (1) marked "A," showing the rates tendered by different contractors, and (2) marked "B" giving the quantities together with the amounts at the rates quoted by the different contractors are herewith submitted.

Sanction of the Improvements Committee may please be obtained to the acceptance of rates quoted by Mr. Haji Dada Suleman and Mr. Daya Lakha.

Four tenders received in this connection are forwarded in original for perusal and favour of return."

(b) Chief Officer's note, dated 2nd May 1927 :—

"From statement "B" referred to by the Engineer, it appears that the totals are as follows :—

				Rs.	a.	p.
Section 1.	Mr. Haji Dada Suleman	...	...	9,064	13	9
"	2. Mr. Daya Lakha	...	...	10,911	6	0
Sections 1 and 2.	Mr. Chandishah Obhroy	...	...	22,265	2	0
"	" Mr. Abdul Hussein Tayaballi	...	...	32,237	12	0

2. The Engineer recommends that the contract for section No. 1 be let to Mr. Haji Dada Suleman and that for No. 2, to Mr. Daya Lakha.—The total of these two is Rs. 19,976-3-9, and is lower than either of the other two. I agree with the Engineer's recommendation."

**Resolution 273.**—The tenders by Messrs. Haji Dada Suleman and Daya Lakha are accepted as recommended by the Chief Officer.

13. Re: Sale of Quarry Materials at Scheme 57, Sewri Quarry.

( File No. Mis. 344/27. Ref. C. R. 201/27. )

Considered Engineer's No. 3898, dated 21st April 1927 :—

"In continuation of this office No. 3491 of 8th April 1927, in connection with the sale of quarry materials at Sewri Quarry Scheme 57, I have to request that you will please obtain Improvements Committee's sanction to the following sliding scale to avoid frequent proposals in individual cases :—

Metal No. 1 Size  $\frac{1}{2}$ " to  $\frac{3}{4}$ " sanctioned rate Rs. 30 par brass.

Reduction of Rs. 1-0-0 per brass on a guaranteed sale of 100 brass in one month.

"	"	1-8-0	"	"	150	"	"
"	"	2-0-0	"	"	200	"	"
"	"	1-8-0	"	"	200 brass	in two months.	
"	"	2-0-0	"	"	250	"	"
"	"	2-4-0	"	"	300	"	"

\* Not printed.

Metal No. 2 Size  $\frac{3}{4}$ " to  $1\frac{1}{4}$ " sanctioned rate Rs. 15 per brass.

Reduction of Rs. 1-0-0 per brass on a guaranteed sale of 200 brass in one month.

"	"	1-4-0	"	"	250	"	"
"	"	1-8-0	"	"	300	"	"
"	"	2-0-0	"	"	400	"	"
"	"	1-4-0	"	"	400 brass in two months.		
"	"	1-8-0	"	"	500	"	"
"	"	2-0-0	"	"	600	"	"

Metal No. 3 Size  $1\frac{1}{2}$ " to  $2\frac{1}{2}$ " sanctioned rate Rs. 12-8-0 per brass.

Reduction of Rs. 0-8-0 per brass on a guaranteed sale of 100 brass in one month.

"	"	0-12-0	"	"	150	"	"
"	"	1-0-0	"	"	250	"	"
"	"	0-8-0	"	"	150 brass in two months.		
"	"	0-12-0	"	"	250	"	"
"	"	1-0-0	"	"	400	"	"

Rubble stone sanctioned rate Rs. 8 per brass.

Reduction of Annas 0-8-0 per brass on a guaranteed sale of 300 brass per month.

Quarry materials of any description including metal and rubble for those wanting to buy all sorts.

3% on the sale of Rs. 3,000 or more per month.

4% " " 4,000 " "

5% " " 5,000 " "

6% " " 5,000 to Rs. 10,000 per month.

7½% " " 10,000 and above per month.

As in the case of Dongri Quarry, the application of this scale will not be general but it will be special and at the discretion of the undersigned and each case where it is adopted will be reported to the Chief Officer for information."

**Resolution 274.**—The proposed sliding scale of rates is sanctioned.

14. *Re: Housing Biggaries etc., employed by the Trust.*

(File No. Mis. 645/26. C. R. 257 of 2-11-26.)

Considered Chief Officer's Report, dated 2nd May 1927 :—

"With reference to the Committee's Resolution No. 257, dated the 2nd November last, asking me to report the number of menials etc. employed by the Trust and the number at present housed by them and at what rents I beg to report as follows:—

2. The total number of conservancy menials employed is 562 of whom 414 are under the Estate Agent and 148 under the Engineer.

3. Of the 414 employed under the Estate Agent 188 are housed by the Trust, 7 have erected their own huts and 219 (including 143 employed on acquired buildings) live in rooms outside the Trust estates. The annexed statement gives details of the rents paid by those who are housed by the Trust.

4. Out of 148 scavengers employed by the Engineer 124 are housed in camps free of rent and 24 prefer to find their own accommodation."

Statement showing the housing arrangements of the Conservancy Menials.

1	2	3	Number House in.										13	14	15			
			Rooms provided by the Trust.													Total.	Rent per room of huts of scavengers.	Remarks.
			4	4-a	5	6	7	8	9	10	11	12						
No. of scavengers employed by Estate Agent's Department.	Where employed.	How long employment is likely to continue.	Rooms specially erected for the scavengers.	Rent per room.	Those living in S. P. Sheds.	Rent per room.	Those living in Chawls.	Rent per room.	Acquired buildings.	Rent per room.	Huts erected by scavengers.	Outside Trust Estates.	Total.	Rent per room of huts of scavengers.	Remarks.			
				Rs. as.		Rs. as.		Rs. as.										
30	Agripada Chawls	...	*13	2 4	...	...	12	4 9	...	...	...	5	30	...	* Corrugated Iron sheds.			
4	Nagpada "	...	*3	2 4	...	...	...	...	...	...	...	1	4	...				
9	Chandanwadi Chawls	...	*4	2 4	...	...	...	...	...	...	...	5	9	...				
3	Princess St. Chawls	...	*1	2 4	...	...	...	...	...	...	...	2	3	...				
16	Imamwada "	...	*3	2 4	...	...	5	5 5	...	...	5	3	16	0 8				
7	Mandvi "	...	...	...	...	...	7	6 10	...	...	...	...	7	...				
7	Chinchbunder "	...	...	...	...	...	...	...	...	...	2	5	7	0 8				
10	Suparibaug "	...	...	...	10	2 5	...	...	...	...	...	...	10	...				
6	Mahar "	...	...	...	4	2 9	...	...	...	...	...	2	6	...				
3	Peons "	...	...	...	1	2 9	...	...	...	...	...	2	3	...				
6	Kalapani "	...	...	...	2	2 9	...	...	...	...	...	4	6	...				
5	New Kalapani "	...	...	...	5	2 9	...	...	...	...	...	...	5	...				
23	Mazagon "	...	†13	4 0	...	...	...	...	...	...	...	10	23	...	† Pucca (Ferro-concrete.)			
22	Foras Road "	...	*12	2 4	...	...	...	...	...	...	...	10	22	...				
14	Love Lane "	...	†10	4 8	...	...	...	...	...	...	...	4	14	...				
6	Sydenham Road Chawls	...	...	...	...	...	...	...	...	...	...	6	6	...				
7	Matunga 12 Cottages 2 room tenements.	...	...	...	1	2 9	...	...	...	...	...	6	7	...				
2	West Agripada	...	...	...	2	2 9	...	...	...	...	...	...	2	...				
	Carried over	...	59	...	25	...	24	...	...	...	7	65	180	...				

Statement showing the housing arrangements of the Conservancy Menials.—contd.

1	2	3	Number House in.										13	14	15	
			Rooms provided by the Trust.													
			4	4-a	5	6	7	8	9	10	11	12				
	Brought forward ...	...	59	...	25	Rs. as. ...	24	...	...	...	...	7	65	180	...	
1	Chowpati ...	...	...	...	...	...	...	...	...	...	...	...	1	1	...	
7	Sch. 31 S. P. Sheds	...	...	...	...	...	...	...	...	...	...	...	7	7	...	
13	" 32 do.	...	...	...	10	2 9	...	...	...	...	...	...	3	13	...	
4	Mahaluxmi do.	...	...	...	4	4 8	...	...	...	...	...	...	...	4	...	
1	Kolbhatwadi	...	...	...	...	...	...	...	...	...	...	...	1	1	...	
43	Scheme 37 ...	...	...	...	...	...	...	...	6	...	...	...	37	43	...	Rent varies from 2/8 to 4/8.
15	" 29 ...	...	...	...	2	4 2	...	...	...	...	...	...	13	15	...	
3	" 3 ...	...	...	...	*1	4 0	...	...	...	...	...	...	2	3	...	
6	" 43 ...	...	...	...	*1	4 0	...	...	...	...	...	...	5	6	...	
18	" 32 ...	...	...	...	9	2 9	...	...	...	...	...	...	9	18	...	
24	" 57 ...	...	...	...	18	2 4	...	...	...	...	...	...	6	24	...	
24	" 59 and 60	...	...	...	12	2 4	...	...	...	...	...	...	12	24	...	
12	" 57 North	...	...	...	3	2 4	...	...	...	...	...	...	9	12	...	
18	" 31	...	...	...	4	2 4	...	...	...	...	...	...	14	18	...	
18	" 47 ...	...	...	...	9	2 9	...	...	...	...	...	...	9	18	...	
13	" 56 ...	...	...	...	1	2 9	...	...	...	...	...	...	12	13	...	
10	" 52 and 58	...	...	...	...	...	...	...	...	...	...	...	10	10	...	
4	" 41 ...	...	...	...	...	...	...	...	...	...	...	...	4	4	...	
	Total ...	...	61	...	97	...	24	...	6	...	7	219	414	...		

**Resolution 275.**—The Chief Officer's report should be recorded.

15. Re : Notice of motion, dated 10th August 1926, by Dr. A.G. Viegas, L. M. & S., regarding the necessity of having a Consulting Architect as well as Trust Architect.

( Ref. C. R. 172 of 2nd September 1926. )

Considered Chief Officer's note, dated 2nd May 1927 :—

“By their Resolution No. 172, dated the 2nd September 1926, the Committee adopted a notice of motion by Dr. Viegas, in which I was asked whether it is now necessary to have two Architects, *viz.*, a Consulting Architect and a Trust Architect and whether such a highly paid Trust Architect is now necessary.

2. When Mr. Cable left the Board's service on 8th May 1926, Mr. Framjee was appointed to act as Trust Architect and Mr. Wittet as Consulting Architect. Mr. Wittet resigned on the 1st August 1926 and since then Mr. Framjee has been carrying on alone.

3. The duties of the Trust Architect are as follows :—

(i) He has to examine and report on all plans of buildings to be erected on the Board's Estates. For this purpose he interviews many of the Architects and their clients and is able to advise as regards planning and outside appearance.

(ii) He has to assist the Engineer in the design of any chawls, etc., which the Board may erect.

(iii) He has to watch and keep in repair over 900 acquired buildings, 142 blocks of chawls and 151 blocks of semi-permanent sheds.

(iv) He has to inspect over 1,000 buildings belonging to the Board's Lessees to see that the covenants of the leases are observed and unauthorized alterations not carried out.

4. The pay of the Architect's post is Rs. 1,200 rising by Rs. 50 to Rs. 1,500, but as Mr. Framjee is acting he draws Rs. 840 only. I shall shortly submit proposals for the grant of an increase in his pay as he has now acted for one year.

5. I do not consider that the post is over-paid. It is a responsible one and I think that everyone must admit that the standard of architecture has much improved since the late Board first employed a permanent Architect in 1911.”

Proposed by the Chairman—

“That the Chief Officer's report be recorded.”

*Amendment.*—Dr. Viegas moved—

“That the Chief Officer's report be referred to the Finance and Establishment Sub-Committee for consideration and report.”

The *amendment* was seconded by Mr. Tairsee.

The *amendment* on being put to the vote was *lost*.

The original proposition was *carried*.

**Resolution 276.**—The Chief Officer's report should be recorded.

16. Re : Scheme 5 and 31, Dadar-Matunga and Suparibaug Estates—Recreation grounds for Children.

( File No. Mis. 754/26. C. R. 211/1926. )

Considered Chief Officer's note, dated 5th May 1927 :—

" With reference to the Committee Resolution No. 215, dated the 28th September last asking me to see that open spaces set aside as recreation grounds for children are suitably prepared and equipped with swings and gymnastic apparatus, I have the honour to report that the recreation grounds in Sandhurst Road, West and East, and those in the Foras Road and Peons' Chawls compounds have been so equipped and are in use.

2. The ground at Lalbaug is now being laid out and will be completed very shortly.
3. I now submit plans\* shewing how it is proposed to equip three more grounds on the Dadar-Matunga Estate and one on the Suparibaug Estate.
4. Plans Nos. 9604/65 and 9604/66 relate to two of the grounds situated in the area taken up by the Zoroastrian Association on the Dadar-Matunga Estate. The cost of equipping these grounds will amount to Rs. 2,030 and provision has been made for this in the current year's budget.
5. Plan No. 9604/72 shews how it is proposed to equip the playground behind plots 386 to 389 near the King's Circle. A considerable number of houses have been erected in this neighbourhood which is inhabited mainly by Hindoos. I attach hereto an estimate marked A, amounting to Rs. 2,500 for which no provision has been made in the budget. The expenditure can be met by transferring the amount from the provision of Rs. 50,000 for unforeseen works to Scheme V and it is requested that the Committee will ask the Board to sanction this.
6. Plan No. 9319/117 shews the position of and how it is proposed to lay out the playground to the east of the Municipal School site on the Suparibaug Estate. The estimate B, attached hereto shews that the work will cost Rs. 5,300 to which must be added Rs. 1,000 for levelling and filling the site. No provision has been made for this in the budget but the expenditure can be met as in the former case by transferring a sum of Rs. 6,300 from the provision of Rs. 50,000 for unforeseen works to Scheme 31 and it is requested that the Committee will ask the Board to sanction this.
7. Provision has been made in the budget for laying out a portion of the playground on the northern portion of the Nowroji Hill Estate and the work will be taken in hand during the rains."



## Estimate A.

Quantity.	Items.	Rate.	Per.	Amount.
	<b>Scheme 5.</b>	Rs. a. p.		Rs. Rs.
	Estimate for providing swings, benches, gravel paths &c. for playground behind plots Nos. 393 and 394 <i>vide</i> Plan Regd. No. 604-972.			
1 Set.	Providing a set of apparatus consisting of a trepiz bar, a pair of trepiz rings as per plan No. G. 100-33 attached ...	680 0 0	Set	680
6 Nos.	Providing teak wood and cast iron seats as provided in Worli Gardens with an arm at each end and one in the centre.	40 0 0	Each	240
8000 Sft.	Providing gravel paths 10' wide ...	5 0 0	%Sft.	400
500 Rft.	Temporary barbed wire fencing ...	0 4 0	Rft.	125
	Filling in and levelling ground ...	...	Job.	300
1000 Cft.	Excavation for sand pit ...	3 0 0	% Cft.	30
1000 Cft.	Juhu sand " ...	23 0 0	"	230
				2,005
	Add 10 per cent. for contingencies and supervision ...	...	...	200
				2,205
100 Rft.	Constructing passage requiring trimming formation surface and 3" metalling with tarred surface (as sanctioned in T. R. No. 352 of 17-6-1924) ...	2 70 0 0	Rft.	270
	Add 10 per cent. for contingencies and supervision ...	...	...	27
				297
				2,502
				Say 2,500

## Estimate B.

Quantity.	Items.	Rate.	Per.	Amount.
	<b>Scheme 31.</b>	Rs. a. p.		Rs.
	Estimate for providing railings, swings, benches &c. for play-ground near junction of King-Edward Road and Hospital Avenue, on east of plot Nos. 39 to 42.			
900 Rft.	Galvanized pipe railing with R. I. F. concrete posts including wicket gates as per design on Plan No. 9604-35 ...	3 8 0	Rft.	3,150
235 Rft.	Temporary barbed wire fencing along east boundary of School site ...	0 4 0	Rft.	59
2 Sets.	Providing a set of apparatus consisting of trepiz bar, a pair of trepiz rings and a pair of wooden swings as per plan No. G. 100-33 ...	680 0 0	Set.	1,360
6 Nos.	Providing teak wood and C. I. seats as provided in Worli garden with an arm at each end and one in the centre ...	40 0 0	Each.	240
	Add 10 per cent. for contingencies and supervision ...	...	...	4,809 481
				5,290
				Say Rs. 5,300

**Resolution 277.**—The Chief Officer's report should be recorded.

2. The proposal made by the Chief Officer to equip three more grounds on the Dadar-Matunga Estate and one on the Suparibaug Estate with Swings and gymnastic apparatus is approved and the Board should be recommended to sanction the transfer of the sums of Rs. 2,500 and Rs. 6,300 from the provision of Rs. 50,000 made in the current year's Budget for unforeseen works to Scheme 5 and Scheme 31 respectively.

17.

Re: Report of Financial Transactions in March 1927.

Considered Chief Accountant's note, dated 14th April 1927 :—

*Fixed deposits*—Deposits aggregating Rupees 38½ lakhs matured on the 31st March 1927, and were utilized for payment of interest and instalment in respect of the advances from the Government of India.

*Investment of Sinking Fund money*—4½% Bombay Improvement Trust debentures of the nominal value of Rs. 72,500 were transferred (at par) from the General Investment Account to Sinking Fund Investment Account."

**Resolution 278.**—Recorded.

18. Re : Report of Financial Transactions during April 1927.

Considered Chief Accountant's note, dated 5th May 1927 :—

*Fixed deposit*—Rs. 2 lakhs from surplus cash balances were placed with the Central Bank of India, till 1st July 1927 at 6½% per annum (Finance and Establishment Sub-Committee's Resolution No. 26 of 19th April 1927.)

*Investment of Sinking Fund Money*—4½% Bombay Improvement Trust debentures of the nominal value of Rs. 9,500 were transferred (at par) from General Investment Account to Sinking Fund Investment Account."

**Resolution 279.**—Recorded.

19. Re : Proposed service rule re : time limit for enjoyment of leave and limit to amount of acting allowance to be drawn by retrenched staff re-employed in acting leave vacancies.

Considered Chief Accountant's note, dated 27th April 1927 :—

"The Engineer proposes to appoint Mr. D. V. Sant to act for Mr. Mujumdar, an overseer, granted leave for 1 month and 11 days from 28th March 1927.

Mr. Sant was an overseer on the Temporary Establishment. This post was abolished and Mr. Sant was granted leave for 2 months and 16 days from 1st April 1927. Mr. Sant enjoyed leave for 7 days and joined the acting appointment, vice Mr. Mujumdar on 8th April 1927. Mr. Sant was appointed to act as an overseer in pursuance of the Committee's desire to appoint retrenched men as far as possible. After the acting appointment ceases, Mr. Sant will have the balance of his leave. But it is possible that on expiry of Mr. Mujumdar's leave, another leave vacancy may occur, and Mr. Sant be appointed in that vacancy. Thus it might happen that Mr. Sant might actually enjoy the balance of his leave after a considerable lapse of time. It is desirable, therefore, that a time limit should be imposed and it is suggested that the following rule be adopted :—

"An Officer or servant who is retrenched and granted leave and is appointed to act in a leave vacancy before enjoying the leave, shall not be allowed to enjoy the balance of his leave after 12 months from the date on which he would go on leave in the ordinary course of events.

2. It shall be within the discretion of the authority sanctioning the appointment to allow the officiating officer or servant an acting allowance upto the pay which he was drawing at the time of termination of his services provided the maximum limit of the pay of the post in which he acts is not exceeded."

Proposed by the Chairman—

"That the proposed rule be approved and recommended for the sanction of the Board."

*Amendment.*—Dr. Viegas moved—

"That the proposed rule be referred to the Finance and Establishment Sub-Committee for consideration and report."

The amendment was seconded by Mr. Hoosenally.

The amendment on being put to the vote was declared *lost*.

The original proposition on being put to the vote was *carried*.

**Resolution 280.**—The proposed rule is approved and recommended for the sanction of the Board.

20. Re : Establishment—Mr. B. S. Vakde—late Senior Assistant Land Manager—  
payment of Provident Fund including Trustees' contribution to.

Considered Chief Accountant's note, dated 23rd April 1927 :—

" Mr. Vakde, late Senior Assistant Land Manager, applies for the payment of the Provident Fund including the Trustees' contribution.

Mr. Vakde joined the Trust Service on 3rd January 1920 and retired on 1st April 1927.

Under the present Provident Fund Rules of the Trust, Mr. Vakde cannot be paid the Trustees contribution, as he has not put in 15 years' service.

The Provident Fund Rules, however, require to be revised so as to bring them in conformity with the revised Provident Funds Act, 1925, which comes into force from 1st April 1926. Under the Act of 1925, Trustees' contribution must be paid to a subscriber who has put in 5 years' service.

A draft of the revised rules has been prepared and will be submitted to the Finance and Establishment Sub-Committee shortly. The draft revised rules contain a provision for paying Trustees' contribution to a subscriber who has rendered 5 years' service. After the revised rules are approved by the Board, the provisions of the Provident Funds Act, 1925, will be applied to them with the sanction of Government and the revised rules will have effect from 1st April 1926. Mr. Vakde is therefore entitled to Trustees' contribution but as the revised rules have not yet been sanctioned by the Board and the Provident Funds Act, 1925, has not yet been applied to our Rules, the sanction of the Committee is requested for the payment of the Trustees' contribution to Mr. Vakde in anticipation of the Board's sanction to the revised rules.

The Provident Fund Account of Mr. Vakde stands as under :—

His own subscription	...	...	Rs. 7,553-1-4
Trustees' contribution	...	...	Rs. 8,275-12-3

**Resolution 281.**—The consideration of the Chief Accountant's note should be postponed till the revised Provident Fund Rules are sanctioned.

21. Re : Establishment—Engineer's Department—Mr. J.P. D'Souza, Sub-Engineer—  
grant of leave to.

Considered Chief Accountant's note, dated 7th May 1927 :—

" Mr. Philip D'Souza, a Sub-Engineer on the permanent establishment in the Engineer's Department, applies for privilege leave for 4 months combined with furlough for one month and 10 days from 11th May 1927. The leave is recommended by the Engineer.

Mr. D'Souza's pay is Rs. 400 (in the grade of Rs. 250-25-400). The leave applied for is admissible. He will draw full pay for the privilege leave portion of the leave and half average pay for the furlough portion.

The grant of the leave requires to be sanctioned by the Committee."

**Resolution 282.**—The grant to Mr. D'Souza of privilege leave for 4 months combined with furlough on half average pay for one month and 10 days from 11th May 1927, is sanctioned.

22. Re: Establishment—Mr. Abdul Kadar—late Rent Collector in the Land Manager's Department (Temporary) full pay and allowances for the whole period of the privilege leave due and for the period of one month's notice.

Considered Chief Accountant's note, dated 25th April 1927 :—

" Attached is a petition to the Board from Mr. Shaik Abdul Kadar for the grant of full pay and allowances for the whole period of the privilege leave due and for the period of one month's notice.

The petitioner joined the Trust service on 23rd August 1921 as a Rent Collector on the Temporary Establishment in the Land Manager's Department. The pay of the Rent Collector is Rs. 40 plus 20 War Allowance.

As the work of Mr. Shaikh was quite unsatisfactory and in arrears, he was asked several times to clear up the arrears but to no effect, though the number of tenancies had been greatly reduced in his Section. Besides he was irregular in attendance. He was therefore given one month's notice in June 1923 that his services would not be required after 31st July 1923—*vide* Trustees' Resolution No. 467, dated 17th July 1923. And at his request, he was granted privilege leave for 1 month and 13 days before the 31st July 1923, *i.e.*, the notice period was covered by the leave. During the leave for 1 month and 13 days the petitioner's work was done by another Rent Collector in addition to his own duties for which he was granted Rs. 20 per month, which came out of the leave salary of the petitioner, as under the Trust Rules no extra cost can be incurred in respect of the leave salary of men on the temporary establishment. On the day he went on leave he was entitled to privilege leave for 2 months but as his appointment had to be determined on 31st July 1923, he was granted leave for 1 month and 13 days. Now he claims that (1) he should be given pay for the remaining 17 days, (2) he should be given the full pay (without deduction of the Rs. 20 referred to above) for the full period of 2 months' privilege leave and (3) he should be given full pay for the notice period of one month.

From the facts stated above it would appear that the petitioner has no grievance.

The petition is addressed to the Board but I do not think it need be submitted to them, as the matter is 4 years old now."

To

The Board of the Trustees,  
Bombay Improvement Trust,  
Bombay.

The humble applicant—  
Shaikh Abdul Kadar,  
Late Rent Collector, Scheme 29.

Bombay, 14th April 1927.

SIRS,

With reference to letter No. 263/1926 of 16th September last, as regards the differences of salary due to me, I beg to represent as under and hope you will kindly go through the question more and decide favourably.

The total services of mine as a Rent Collector comes to 2 years and if the period of my sick leave from 19th June 1923 is excluded, there remains 22 months or more exactly for which the privilege leave admissible comes to 1 month and 25 days and I should have been paid for this period, apart from the question of sick leave supported by medical certificates, copies for the same are herewith,\* if ordered in the record. But I have been paid for at the rate of Rs. 40 only till July end and not the allowances, as was paid to others for the period of the privilege leave.

Besides one month's notice period has been included in my sick time, which in my humble opinions, is not justified as per Rules. I therefore beg to request your favour of going through the pay bills and service account and pay me for the difference due for

1 month and 25 days privilege leave (and not 1 month 13 days) including the allowances and full pay for one month notice time for which act of kindness I shall ever be thankful.

I beg to remain,  
SIRS,  
Your most obedient servant,  
"Late Rent Collector"  
(Sd.) SHAIKH ABDUL KADAR

N. B.—The reply for the same, dated 7th January 1927, from the Acting Secretary and Chief Accountant, Bombay Improvement Trust, was quite unsatisfactory under the Memo No. E.-263/1926, so I have made my poor circumstances in the presence of for due redress.

(Sd.) SHAIKH ABDUL KADAR,  
Late Rent Collector.

After some discussion it was resolved, Dr. Viegas alone dissenting—

**Resolution 283.**—The petition should be submitted to the Board with the recommendation that it be recorded.

23. Re: Establishment—Land Manager's Department—Mr. Shaikh Ismail Abdul Majid—late tracer—Request for re-instatement in service.

Considered the following:—

(a) Petition from Mr. Shaikh Esmail Abdul Majid, dated 12th April 1927:—

"I beg to bring the following few facts before your notice which, I hope, will receive your favourable consideration.

I was employed in the Improvement Trust from 1st April 1921 to 31st March 1925 for a period of four years as a Tracer in the Land Manager's Drawing Department. I was the only Mahomedan in that Department. In the year 1925 March, I was on permanent establishment service and was retrenched and a junior and temporary tracer—one Mr. Kunte—has been, I now understand, made permanent soon after I was retrenched. From information I understand that Mr. Kunte's father is a pleader of the native place from which Mr. Jacob, the Head Surveyor, also comes and evidently I take it that I was retrenched to oblige Mr. Kunte's father.

I beg to add that Mr. Kunte, who was in temporary establishment at that time, was not retrenched for obvious reason and even though aged men have been retained in office who could have been retrenched because of age, I was sent out. Again my accumulated leave was also not granted to me, according to Board Rules.

I, therefore, request you to re-instate me in my service after investigating my case."

(b) Chief Accountant's note, dated 26th April 1927:—

"The above is a petition from Mr. Shaikh Esmail A. Majid, who was retrenched in 1925, for re-instatement in service.

Mr. Majid joined the Trust service on 1st April 1921, as an acting draftsman on the temporary establishment in the Land Manager's Department. He was appointed substantively as a Tracer on the permanent establishment on 1st December 1921.

In the General Retrenchment Scheme of 1925, his services were terminated and he was granted 4 months' leave from 1st April 1925, under Trustees' Resolution No. 68, dated 20th February 1925.

In the petition Mr. Majid states that he was retrenched to make room for Mr. Kunte, who was a "junior and temporary tracer." Mr. Kunte joined service in June 1920 as a job worker and was appointed measurer on 6th October 1922, and Surveyor on 1st August 1925. Thus Mr. Kunte's appointment as a Surveyor on 1st August 1925, had nothing to do with Mr. Majid's retrenchment.

From the list (typed below) of the Tracers in the Land Manager's Department on the 1st April 1925, it will be noticed that Mr. Majid was the most junior of the three.

Though the petition is addressed to the Board, I do not think it need be submitted to them, as from the facts stated above it will be seen that Mr. Majid has not only no grievance but he has not refrained from making false allegations regarding Mr. Kunte's appointment."

List of Tracers on the Land Manager's Permanent Establishment on 1st April 1925.

Name.	Date of entering Trust services.
(1) Mr. V. S. Deshmukh ...	... 1st September 1920.
(2) Mr. E. I. Nehemia ...	... 8th March 1921.
(3) Mr. Shaikh Esmail A. Majid ...	... 1st April 1921.

(c) Chief Officer's note, dated 5th May 1927:—

"I concur with the Secretary and would point out that Mr. Majid was an indoor and Mr. Kunte an outdoor man. The nature of the duties is quite different."

It was resolved, Dr. Viegas alone dissenting—

**Resolution 284.**—The petition should be submitted to the Board with the recommendation that it be recorded.

24. Re: Establishment—Engineer's Department—Mr. B. P. Wadke, Sub-Engineer, Retrenched—Fresh representation for reconsideration of his case.

(File No. E. 52/27, C. R. 180 of 29th March 1927.)

Considered Letter, from Mr. Wadke, dated 29th April 1927:—

"With reference to your Acting Secretary and Chief Accountant's No. E. 49/1927, dated 31st March 1927, received by me under protest on 13th of April 1927, I beg to submit the following few lines for your kind and sympathetic re-consideration.

I have taken the liberty to approach you several times ere this in connection with the retention of my services in any of the Trust Departments. Stating in my applications, noted in the margin my qualifications, length of service and lastly my difficulties in securing a job elsewhere in these hard times. I have shown also how by a re-arrangement of postings, Trust money can be saved. But all these my applications have had no result so far, for the simple reason that the members of the Committee are yet in ignorance about the true state of things. They have all along relied on the remarks of the Chief Officer concerning me and my claims for retention of service in relation to others. The result of all this is that I have to put up with the greatest hardship. I do not really know why I am alone subjected to such a heavy punishment when others are treated differently. I have been officiating as a Sub-Engineer in charge of the Drawing Section of the Engineer's Department of the Trust and not as an "Architectural Draftsman" as stated to the Committee members and in spite of this I am removed from my service which is the only solitary instance in the history of the Trust Retrenchment of a Headman being done away with. Not only that, but in these hard times for simple and less work some favoured men are even promoted to higher appointments, temporary appointments are transferred to permanent higher appointments, Government pensioners over 55 years of age and lent servants are retained and even new posts are created. I earnestly request that you will be pleased

to look into all these irregularities in comparison to my wrongful retrenchment and give me justice. I assure you that not a single person on the Permanent Establishment of the length of my service has been retrenched.

The reason for the treatment accorded to me by the Engineer and the Chief Officer is not difficult to understand. Both these officers for the last six months have consistently asked me to resign and even though I said that I did not wish to do it and thus lose my right of representing against my removal from service, they have repeated the same thing. This my persistence in not ruining myself at my middle age with my own hand has led the Officers not to state to the Committee Members anything favourable which would support my case for retention of my services in the Trust. This is, however, no reason why I should be neglected by all ruthlessly.

The circumstances under which I am asked to go and the weapon used for the purpose was misrepresentation of facts. In the case of others the Chief Officer has recommended the retention in service on various grounds such as large family, strong and well built physique, professional qualifications, seniority, (especially of those who are on permanent establishment) and such others. I make bold to say, Gentlemen, that my retrenchment is 'gross injustice' and 'positive unfairness' and I will prove it if called upon to do so.

I submit herewith an extract\* from a Resolution No. 112 of the Works Committee of the Trust, dated 1st May 1923, which will enable you to compare my designation, my status in the Departments and the opinion of the then Chief Engineer about me with what has been placed before you by the Chief Officer in justification of my retrenchment. These papers themselves will give you clear idea of my claims on which I seek retention in service.

Gentlemen, I am asked to cease attending office under the notice from the 1st of May and I have to do it. Improvements Committee's Resolution recommends that an attempt should be made to re-employ me in any of the Trust Departments during the period of my leave. I request that in view of what I have said above and in view of your resolution, you will be graciously pleased to re-consider my case and let me hear at your earliest convenience.

Thanking you in anticipation."

#### BOMBAY IMPROVEMENT TRUST.

ESPLANADE ROAD,

Bombay, 1st May 1923.

At a meeting of the Works Committee held in the Office of the Trust this day at 11 a.m., there were—

*Present.*

1. Mr. E. G. Turner, I.C.S., *President.*
2. Mr. H. B. Clayton, I.C.S.
3. Sir Lawless Hepper, Kt.
4. Mr. P. R. Cadell, C.S.I., C.I.E., I.C.S.

The Secretary and the Chief Engineer were also present. Typed copies of the minutes of the meeting of the Committee held on the 4th ultimo having been furnished to the members of the Committee, the minutes were taken as read and were signed by the President.

RESOLUTION 112.—The suggestions made by the Chairman in his minutes are approved.

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\* Not printed.



Re : Establishment—Engineer's Department.

( File E. 186, dated 16th April 1923. Ref. T. R. 93, dated 14th February 1923. )

Considered the following :—

(a) Chief Engineer's No. 4495, dated 14th April 1923 :—

" With reference to the Works Committee's Resolution No. 29, dated the 30th January 1923, which sanctioned the proposals *re*: filling up vacancies in superior staff as detailed in this office No. 32 of 4th January 1923, I have the honour to invite reference to Secretary's note, dated 20th January 1923, Items IV and VI, which read as marginally noted and to observe that since the question of the grant of leave to the late Senior Assistant Engineer Mr. Reed Smith has been decided under Trustees' Resolution No. 71 of 6th February 1923 and the period of the leave is also over, orders of the Board may please be obtained for confirmation of Mr. M. G. Cervello in one of the former posts of Senior Assistant Engineer now Executive Engineer 2nd grade, abolishing the post of the Head Draftsman.

Mr. Wadke, who has now been in charge of the Drawing office, shall from the date of confirmation of Mr. Cervello in one of the permanent posts of Executive Engineer draw Rs. 400 per mensem and his new designation, it is proposed, shall be Sub-Engineer-in-Chief of Drawing Office.

As regards Mr. Wadke the Chief Engineer stated that he was an exceptionally good draftsman. The Chairman read the details of Mr. Wadke's service in the Trust. After discussion it was resolved. Resolution No. 113. Recommended for Board's sanction.

**Resolution 285.**—Mr. Wadke should be informed that the Committee sees no reason to reconsider its previous decision.

25. Re : Establishment—Secretary's Department—Mr. D. R. Vaidya—clerk—application for grant of maximum pay of his grad.

( File No. L. 34/2nd March 1927. )

Considered Chief Accountant's note dated 25th April 1927 :—

" Mr. D. R. Vaidya, a clerk in my Department, applies for the grant of the maximum pay of his grade, on the ground that if he had been started on Rs. 90 per month as in the Municipality, he would have been in receipt of higher pay now.

Mr. Vaidya is a graduate and joined the office on 5th September 1923, on the starting pay of Rs. 61 plus Rs. 20 War Allowance in the grade of Rs. 40—125. He was granted the normal increments from year to year and his present pay is Rs. 70 plus Rs. 20 War Allowance and on 5th September 1927, he will draw Rs. 75 plus Rs. 20 War Allowance. Now if he had been started as in the Municipality, *i. e.*, on Rs. 90 per mensem, he would have got Rs. 105 on 5th September 1926. It is, therefore, proposed to grant him Rs. 90 plus 20 War Allowance from 5th September 1927.

The sanction of the Committee would be necessary."

**Resolution 286.**—The grant to Mr. Vaidya of a pay of Rs. 90 plus Rs. 20 War Allowance from 5th September 1927, is sanctioned.

26. Re : Notice of motion by Dr. Viegas, L. M. & S., dated 6th May 1927.

" At the next meeting of the Improvements Committee I shall move :—

' That the Chief Officer be requested to submit a statement showing the cost—at least the approximate cost—of the different branches—Acquisition, Development, Disposal, Valuation—of the New Estates and Valuation Department at a very early date.' "

The motion was seconded by Mr. Silam and on being put to the vote was declared *lost*.

27. Re : Notice of motion by Dr. Viegas, L. M. & S., dated 6th May 1927.

" At the next meeting of the Improvements Committee I shall move :—

'That the Finance and Establishment Sub-Committee be requested to submit their reports on the references made to them, at a very early date.'

*Carried.*

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28. The following documents were executed :—

(1) *Debenture*—

One debenture of the loan of 1901 for Rs. 500 in favour of the Chief Judge-Court of Small Causes in lieu of one cancelled.

(2) *Agreement in Duplicate with Messrs. Nusserwanji Ruttonji Nazir and Sons, for the supply of 1,450 Tons of Bengal Steam coal during the year 1927-28.*

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29. The following papers were laid on the Table :—

1. Purchase orders sanctioned by the Chief Officer under Section 22(1) of the Act.
  2. Service agreement entered into by the Chief Officer under Section 22(1) of the Act.
  3. Charge receipt of road in Scheme 47 handed over to the Municipality.
-

# Bombay Improvement Trust.

ESPLANADE ROAD,<sup>1</sup>

Bombay, 17th May 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 4-10 P.M. (S.T.) there were—

PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman*.
  2. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., M.L.C.
  3. DR. ACCACIO G. VIEGAS, L.M. & S.
  4. MR. L. R. TAIRSEE.
  5. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
  6. MR. S. L. SILAM, B.A., LL.B.
  7. MR. NAOROJI M. DUMASIA.
  8. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
  9. MR. HOSENALLY M. RAHIMTOOLA, B.A., M.L.C.
  10. MR. K. F. NARIMAN, B.A., LL.B., M.L.C.
  11. SIR REGINALD SPENCE, KT.
  12. MR. S. B. BILLIMORIA, M.B.E.
  13. MR. S. D. SAKLATVALA.
  14. MR. R. D. BELL, C.I.E., I.C.S.
  15. MR. W. H. NEILSON, O.B.E.
  16. THE HON'BLE MR. G. A. THOMAS, C.I.E., I.C.S.
  17. MR. GANPAT KRISHNAJI BORADE.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.  
MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meeting, held on 10th May 1927, were signed.

At the outset the Chairman mentioned that a letter, dated the 22nd April 1927, had been received from Mrs. Little, thanking the Members of the Committee for their resolution of sympathy.

1. Re: Dadar-Matunga Estate—plots 624 and 625—Revised layout of.

Considered the following :—

- (a) Trust Architect's No. 1274, dated 2nd May 1927 :—

"I have the honour to forward herewith plans\* for the revised lay-out shown in red and the original lay-out in yellow, for the area of the school building proposed over the above plots.

It is proposed to extend the frontage so as to bring the East corner of the building in line with the frontage of the buildings facing 60 feet road.

\* Not printed.

For the present the school building is intended to be a ground floor structure until more funds are available.

The plans for the revised lay-out are in order and may be approved."

(b) Estate Agent's No. 4952 of 6th May 1927:—

" \* \* \* \* \*

2. This is one of the big plots in the Parsi Colony facing the elipse, and the Committee by their Resolution No. 284, dated 7th December 1925, agreed to allow the Parsi Central Association Co-operative Housing Society to have this plot at a reduced rent for the purposes of a school for the children in this colony, for so long as the plot was used for that purpose.

3. The Association's Architects have now submitted block and ground floor plans\* showing the revised building lines of the plot by red boundary lines while the sanctioned building area is shown by yellow lines.

4. It is proposed to make the building 15' longer on the east side in order to bring the north east corner in line with the other buildings on the side road. They also propose to make the main body of the building narrower and to extend the south west wing by 12'. The proposed new building area is slightly less than the sanctioned building area and the undersigned sees no objection to the proposal being sanctioned without payment of extra ground rent."

**Resolution 287.**—The revised lay-out is sanctioned.

2. Re: Plot 631—Dadar-Matunga Estate—Revised lay-out of.

Considered the following:—

(a) Trust Architect's No. 1340, dated 7th May 1927:—

"I have the honour to forward herewith a plan\* showing the original layout in yellow and the revised layout in red for the above plot received from the lessee.

It is proposed to re-layout the plot into two separate plots and to erect two semi-detached buildings instead of one as per original sanctioned layout.

The proposal may be allowed subject to the front elevation of the two buildings being treated as one building."

(b) Estate Agent's No. 5276, dated 12th May 1927:—

" \* \* \* \* \*

2. The undersigned sees no objection to the division of this plot into two separate plots as shown on the accompanying plan,\* as the total building area will remain the same.

3. The particulars of the two separate plots will be as follows:—

Plot No.	Area.	Apportioned Rent.
631A ... ..	1,128 sq. yards	Rs. 508
631B ... ..	933 "	" 420 "

**Resolution 288.**—The division of the plot into two plots as shown below is sanctioned, subject to the front elevation of the two buildings being treated as one building:—

Plot No.	Area.	Approximate rents.
631 A	1,128 sq. yds.	Rs. 508
631 B	933 "	" 420

3. Re: Scheme 57—Sewri-Wadala—filling in—extending the period of contract and increase in the quantity of work.

Considered the following :—

(a) Engineer's No. 4402 of 6th May 1927 :—

"I have to inform you that Messrs. Khilji and Co. have filled approximately 18,700 Brass of filling upto the end of April 1927. The total quantity of work to be done by them is 26,000 Brass. At the present rate they will be unable to finish the same by the 16th of May, the end of their contract period. I have, therefore, to ask you to obtain Improvements Committee's sanction to the extension of the time upto the end of June. If the weather is favourable, they may fill more than the contract quantity by this date. I, therefore, beg to suggest that the Committee sanction an excess of 3,000 Brass in case fine weather prevails.

2. It may be pointed out that this work has to be done during the current year and it is quite impossible to expect a new contractor to work for the odd period before the rains break."

(b) Chief Accountant's note, dated 10th May 1927 :—

"This contract was sanctioned by the Committee in their Resolution No. 276, dated 23rd November 1926.

The Engineer now proposes to extend the period of the contract from 16th May to end of June 1927, and to increase the quantity of work from 26,000 Brass to 29,000 Brass."

**Resolution 289.**—Referred to the Works Sub-Committee for consideration and report as to whether any penalty should be imposed on the Contractor for not finishing the work within the stipulated period and also whether it is advisable to proceed with the filling of the land.

4. Re: Case 229, Scheme 37,—offer of Rs. 10,200—for the right of demolition and removal of materials.

( Ref. C. R. 27 of 1-6-26. )

Considered Engineer's No. 4437 of 7th May 1927 :—

"The building and Mangalore tiled shed in the above case were put up to public auction on 4th May 1927, for purchasing the right of demolition and removal of materials thereof and the highest bid received for the same is Rs. 10,200.

The reserve price of the building and shed is Rs. 6,500 which is fixed taking into consideration the age of the building, the quality and condition of the materials etc.

Sanction of the Improvements Committee may please be obtained at an early date to the acceptance of the above offer, which is fair."

**Resolution 290.**—The offer of Rs. 10,200 is accepted.

5. Re: Scheme 56 Dharavi—right of cultivation—auction sale of land for.

Considered the following :—

(a) Estate Agent's No. 5225, dated 11th May 1927 :—

"The above lots along with others were put up to auction on 10th April 1927. The highest bidders were Laxman Jalba and Raja Dada and Co.

Their offers were as under :—

Auction held on 10th April 1927.			Rs.	Auction held on 9th May 1927. Present Offer.
Lot 2	...	...	3,500	} Rs. 9,200
" 3	...	...	600	
" 4	...	...	2,500	
" 5	...	...	600	
" 6	...	...	400	
Total Rs.			...	<u>7,600</u>

The offers of lots 2 to 5 on that date were rejected.

Lot No. 6 was accepted.

Messrs. Laxman Jalba and Co. were informed accordingly.

They replied through their legal representative on 2nd May 1927, raising their offer from Rs. 7600 (for lots 2 to 6) to Rs. 9,000.

On the 29th April 1927 another application from Mr. Malsi Shivji making a similar offer was received.

They were both written to asking them to call on the afternoon of the 9th instant for the purpose of registering their highest bids.

Messrs. Laxman Jalba and Co. raised their offer to Rs. 9,200, Messrs. Malsi Shivji and Co. remaining passive.

The offer of Rs. 9,200 for lots 2 to 6 is fair and is recommended for acceptance of the Chief Officer and sanction of the Improvements Committee.

In view of the above, it is suggested that the acceptance of the offer of Lot No. 6 for Rs. 400 may please be rescinded, *vide* Chief Officer's No. Mis. 356/27, dated 25th April 1927, as the new offer from the same parties is inclusive of their previous offer for No. 6."

(b) Chief Officer's note, dated 13th May 1927 :—

"I recommend that the offer of Rs. 9,200 (inclusive of Rs. 400 offered for lot No. 6) be accepted."

**Resolution 291.**—The offer of Rs. 9,200 (inclusive of Rs. 400 offered for lot No. 6) is accepted.

6. Re : Sale of a 5-ton Berliet lorry with tipping arrangements to Messrs. Payne, Payne and Co., for Rs. 3,500.

Considered Chief Officer's note, dated 13th May 1927 :—

"I beg to report that I sold to Messrs. Payne, Payne and Co., a 5-ton Berliet lorry with tipping arrangements for Rs. 3,050 in anticipation of the Improvements Committee's sanction, as the lorry was required by the Company very urgently."

**Resolution 292.**—The Chief Officer's action in selling the lorry to Messrs. Payne, Payne and Co. for Rs. 3,050 in anticipation of the Committee's sanction is confirmed.

7. Re : Dadar-Matunga Estate—plot No. 753.

Considered Plans Sub-Committee's Report No. 4, dated 11th May 1927:—

"We have considered the plans of the building proposed to be erected on this plot. The building tenant asks for permission for the encroachment of two bay windows on the front open space. We recommend that the proposed encroachment which represents an increase of 2.75% over the sanctioned building area be allowed on payment of an additional premium amounting to Rs. 154."

**Resolution 293.**—The Report No. 4, dated 11th May 1927, of the Plans Sub-Committee is adopted.

8. Re : Contract for the Imperial Bank of India Loan of Rs. 70 lakhs—Bill from Messrs. Merwanjee and Sons, for Rs. 4,375 for negotiating the renewal of.

Considered Chief Accountant's note, dated 12th May 1927 :—

"In the Budget Estimates for 1927-28, no provision is made for the payment of this bill under the head 'Cost of Maintenance and Establishment Incidental Expenses—Expenses of Loans.'

The existing provision is for :—

	Rs.
Stamp duty on Rs. 476 lakhs	4,76,000
Do. on new loan of Rs. 25 lakhs	25,000
	5,01,000

which it is expected will be fully utilized in the course of the year.

There is however a saving of Rs. 78,000 under General Account Interest on Debenture Loans due to the reduction of rate of interest on the advances taken from the Government of India, in 1921-22, (C. R. No. 223, dated 19th April 1927) and the amount in question will be met out of this saving.

A supplementary Budget will be submitted for the sanction of the Board in due course."

**Resolution 294.**—The Chief Accountant's note should be recorded and the expenditure of Rs. 4,375 should be transferred from the provision of Rs. 85,00,000 for interest on loans.

9. Re : Board's Resolutoin No. 54, dated 12th May 1927, approving Dr. Viegas' notice of motion No. 2, dated 24th April 1927.

Considered excerpt from the Proceedings of a Requisition Meeting of the Trustees for the Improvement of the City of Bombay, held on the 12th May 1927 :—

"In accordance with notice of motion, it was—

Proposed by Dr. Viegas—

'That owing to the operations of the Trust having been greatly restricted as regards the Engineering Works, the Improvements Committee be requested to report whether the cost of the Engineering Department for the year 1927-28, amounting to Rs. 3,65,000 is not excessive compared with the works they are to carry out and which are estimated to cost Rs. 15,70,144 including the cost of Rs. 2,79,000 for the Police

Accommodation Scheme 67, the plans, construction and supervision of which are all to be done by the Government Public Works Department and as the cost of the Engineering Department works out at 28 per cent. of the cost of the works (Rs. 15,70,144—2,79,000=Rs. 12,91,144); and if so to submit at a very early date definite proposals for reducing the staff.'

The motion was seconded by Mr. Chinoy and *carried.*"

**Resolution 295.**—Referred for consideration and report to the Finance and Establishment Sub-Committee who may co-opt any member on the Works Sub-Committee who may wish to assist the Sub-Committee.

10. Re: Establishment—Engineer's Department—Mr. V. G. Jadhav—Clerk—Grant of higher acting allowance to.

(Cir. No. 81/27.)

**Resolution 296.**—The Chief Officer's action in granting higher acting allowance to Mr. V. G. Jadhav is confirmed.

11. Re: Notice of motion, dated 10th May 1927, by Mr. L. R. Tairsee.

Considered the following :—

"Please note that at the next meeting of the Improvements Committee I will move—

'The Improvements Committee recommends to the Board, that in its opinion the time is now come to consider the advisability or otherwise of maintaining the Improvement Trust Board as a separate entity, also to consider the advisability or otherwise of appointing an independent outsider, as retrenchment advisor, who should also be appointed to advise generally on the position of the Trust.'

Mr. Tairsee asked for permission to alter the motion as follows :—

"That the Improvements Committee request the Finance and Establishment Sub-Committee to recommend the appointment of a suitable man who would be able to advise what further retrenchments can be effected and also on the position of the Trust generally."

The necessary permission to alter the motion was granted.

The motion altered as above was seconded by Mr. Hoosenally.

Dr. Viegas moved an amendment which was seconded by Mr. Silam :—

"That a Sub-Committee consisting of the following members be appointed to advise as to what further retrenchments can be effected :—

1. The Chairman.
2. Mr. Tairsee.
3. Mr. Nariman.
4. Mr. Silam.
5. Mr. Hoosenally.
6. Dr. Viegas.
7. Mr. Neilson.
8. Mr. Bell."



The amendment on being put to the vote was declared *lost*.

The original proposition as altered on being put to the vote was also declared *lost*.

12. Re : Notice of motion by Dr. A. G. Viegas, L. M. & S., dated 13th May 1927.

" At the meeting of the Improvements Committee of the 17th instant, I shall move—

' That the Chief Officer be requested to place on the table all the papers, plans, etc., regarding the Improvement of Worli-Koliwada and Worli Point Scheme 58 (Worli-Extension).'

The motion was seconded by Mr. Silam.

Dr. Viegas withdrew the proposition on the Chief Officer explaining that the question of Worli-point had been referred to a Sub-Committee and that a report would shortly be submitted for their consideration.

13. Re : Notice of motion by Dr. A. G. Viegas, L. M. & S., dated 13th May 1927.

" At the meeting of the Improvements Committee of the 17th instant, I shall move—

' That considering that the New Estates and Valuation Department (the amalgamated old Land Manager's Department and the old Estate Agent's Department) has in the Budget Estimates for 1927-28, provision made for the following 8 higher paid posts —1 (Rs. 2,150), 1 (Rs. 1,500), 1 (Rs. 1,400), 1 (Rs. 950), 1 (Rs. 850), 1 (Rs. 600), 1 (Rs. 400) costing only for these higher posts Rs. 8,400 per month and for the whole Department looking after only one-fifth of the City Rs. 3,68,000 per year and that the Municipal Assessor and Collector's Department has only five higher paid posts:—(Rs. 800—1,200), 1 (Rs. 400—600), 1 (Rs. 300—420), 1 (Rs. 300—375), 1 (Rs. 300—350), costing only Rs. 2,100 per month at the minimum Rs. 2,820 per month at the maximum and Rs. 4,66,000 per annum for the whole Department and considering that the Municipal Assessment and Collection Department assesses the buildings and lands of the whole City and collects about two crores and a quarter of the Municipal Revenue and the Improvement Trust's total Revenue is only 78½ lakhs part of which is paid directly into the Secretary's Office, the Chief Officer be requested to report whether some of the above posts could not be retrenched and the work of Development and Disposal could not be transferred to the Overmanned and Overpaid Engineering Department to which it ought rightly to belong and which has comparatively so little to do."

The motion was seconded by Mr. Silam and on being put to the vote was declared *lost*.

## 14. The following documents were executed :—

(1) *Debentures*—

Name of holder.	Year of Loan.	Amounts.	New issued.	Old cancelled.
		Rs.		
Mr. Merwanji Muncherji Cama and another	1905	500	1	1
Messrs. Moroba Dhunajee Raut and others	1906	2,000	2	2
Mr. Nusserwanji Maneckji Powvalla ...	1908	1,000	1	1
Total Rs. ...	...	3,500	4	4

(2) *Agreement* with Mr. Gustad Khodadad Kuchabiegi for building lease of plot No. 215, Suparibaug Estate.

## 15. The following papers were laid on the Table :—

1. Purchase orders sanctioned by the Chief Officer, under section 22(1) of the Act.
2. Work orders sanctioned by the Chief Officer under Section 22(1) of the Act.
3. Sale of materials sanctioned by the Chief Officer under Section 22(1) of the Act.
4. Temporary lettings sanctioned by the Chief Officer under Section 22(1) of the Act.

# Bombay Improvement Trust.

ESPLANADE ROAD,

Bombay, 24th May 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 4-10 P.M. (S.T.) there were—

PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman.*
2. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., M.L.C.
3. MR. L. R. TAIRSEE.
4. MR. S. L. SILAM, B.A., LL.B.
5. MR. B. G. HORNIMAN.
6. MR. NAOROJI M. DUMASIA.
7. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
8. MR. HOOSENALLY M. RAHIMTOOLA, B.A., M.L.C.
9. MR. K. F. NARIMAN, B.A., LL.B., M.L.C.
10. SIR REGINALD SPENCE, KT.
11. MR. S. B. BILLIMORIA, M.B.E.
12. MR. S. D. SAKLATVALA.
13. MR. R. D. BELL, C.I.E., I.C.S.
14. MR. W. H. NEILSON, O.B.E.
15. THE HON'BLE MR. G. A. THOMAS, C.I.E., I.C.S.
16. MR. GANPAT KRISHNAJI BORADE.  
AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.  
MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meeting, held on 17th May 1927, were signed.

1. Re : Sion-Matunga, Scheme No. VI—Lighting of the Eastern Avenue.

Considered Chief Officer's note, dated 17th May 1927 :—

"The Members of the Committee are aware that the Eastern Avenue has been lighted by electricity as far north as the Mahim Connection Chord Railway. Provision has been made in this year's budget for lighting the remainder as far as Sion Station and the Bombay Electric Supply and Tramways Company, Limited, has submitted a quotation for the Work.

2. The accompanying plan\* shews the portion of the road now proposed to be lighted and also the position of the lights. The Scheme has been approved by the Municipal Authorities.

3. The Company undertakes—

- (a) to lay the necessary E. H. T. main and to construct and equip two small static sub-stations on sites to be provided by the Trust.

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\*Not printed.

(b) to provide and erect 29 poles with brackets complete.

(c) to provide and erect twenty-nine 300 Watt Holophans lanterns.

For the above the Company quotes a sum of Rs. 14,716, but as 22 of the poles may at some future date be used by it in connection with its tramway system it undertakes to refund to the Board for each pole so used a sum of Rs. 150 less depreciation calculated at Rs. 3.75 per annum between the date of erection and the date of such utilization by the Company.

4. Maintenance charges for all night lighting will amount to Rs. 230 per lamp per annum.

5. The Company stipulates that they shall be paid in instalments as each half dozen lamps are completed and also that they shall be given the use of the two sub-station sites free of rent for a period of seven years and thereafter at a rent of 6 per cent. per annum on Rs. 12 per sq. yard which is the rate recommended by the Estate Agent.

6. The proposals are reasonable and I recommend that they be agreed to."

**Resolution 297.**—The recommendation made by the Chief Officer is approved.

2. Re : Dadar-Matunga Estate—Septic tanks and filter beds—complaints regarding.  
( Ref. C. R. 245/1927. )

Considered Letter, dated 13th May 1927, from Secretary, Dadar-Matunga Parsee Zoroastrian Anjuman :—

"I have the honour to enclose herewith a copy of letter (printed below), dated the 12th instant addressed to the President, Bombay Municipal Corporation in the above matter with a request to place the same before the President and Members of the Improvement Board Committee in their next meeting."

*Copy of letter, dated 12th May 1927, from the Joint Honorary Secretaries, Dadar-Matunga Parsee Zoroastrian Anjuman, referred to in the above letter :—*

"Under instructions from the Managing Committee of our 'Dadar-Matunga Parsee Zoroastrian Anjuman,' we have the honour to address you the following which we trust you will please place before the Members of the Corporation and redress the grievance under which we, particularly the residents of the Dadar Parsee Colony, are long suffering.

You are aware that the Sullage Drains in this part of the City have no outlet to the sea and the sullage therefrom is being discharged into the Septic tanks which are located towards the North-West of the Colony. These Septic tanks are either not properly working, or there is some leakage or their number to cope with the rapidly increasing population is not sufficient. Be it what it may these Septic tanks are a standing nuisance to the residents round about them including the Colony in as much as unbearably offensive smell emanates therefrom at any odd time of the day and night. This is likely to effect the health of the people and must be remedied at the very earliest opportunity.

Our Committee, no doubt, recognises the efforts of the Improvement Trust to minimise the nuisance but they are convinced that the only proper remedy in the matter is to take immediate steps to expedite the North of the Island Drainage Scheme so as to discharge the sullage into the Sea direct from the drain and thus do away with the Septic tanks altogether.

Our Committee is much grieved to note that the Drainage question of the North of the Island which is the matter of the highest importance and has a direct bearing on the general health of the City, more particularly of the locality in which we are living, is being shelved from time to time by the Corporation on one ground or another, instead of pushing it on as expeditiously as possible.

It is the duty of the Municipality to encourage people to move out into the Suburbs, but the tendency of the Corporation to defer this very important Drainage question from time to time will, we are afraid, drive the residents of our Colony as well as other surrounding areas which are also suffering from the offensive smell of these Septic tanks back to the crowded part of the City.

Our Committee further fear that if immediate steps be not taken to carry out the Drainage Scheme for the North of the Island a great epidemic will prevail in the near future in the whole of this side of the city, which will not only involve the Municipality in heavy expenditure to face such a situation but would render it liable for criminal negligence in respect to the health of the residents of the whole City in general and of this part thereof in particular.

Looking to these very grave consequences which our Committee apprehend are sure to result if this Drainage question is not expedited we trust the Corporation will take up this question at once as a very urgent measure and in the meanwhile increase the capacity of the Septic tanks or take such other immediate measures as would stop the offensive smell that is emanating therefrom."

**Resolution 298.**—The letter, dated 12th May 1927, from the Joint Honorary Secretaries Dadar-Matunga Parsi Zoroastrian Anjuman should be recorded and they should be informed that the matter is receiving attention.

3. Re : Agripada West Estate—Plot No. 85—lease of.

Considered the following :—

(a) Messrs. Pandia & Co.'s letter, dated 29th April 1927 :—

"We are instructed by our client Mr. Mulji Vallabhji to write to you under the following circumstances—

We are instructed that by an agreement, dated 14th May 1918 and made between the Trustees of the one part and our client of the other part the Trust agreed to grant a lease of plot No. 85 to our client.

By an agreement, dated 11th December 1919, made between our client of the one part and one Hussein Ismail Dossa of the other part the said Hussein Ismail agreed to become the lessee of the Trustees in respect of the said plot. It was further agreed that on the lease being granted to the said lessee, the latter should pay our client Rs. 1,000 with interest at 6 per cent. per annum from 11th December 1919, and the securities deposited with the Trust were to be returned to our client by the Trust. The said Hussein Ismail Dossa mortgaged the premises to Currimbhoy and Co., Ltd., by a deed of mortgage, dated 17th November 1920. The said Hussein Ismail Dossa was adjudged insolvent on 7th February 1921. Thereafter the Official Assignee with the consent of the mortgagees sold off the mortgaged property on 25th April 1922, to Mussa Haji Ali Khatri and by a writing, dated 17th July 1922, the Official Assignee on behalf of the said Hussein Ismail Dossa transferred the benefit of the said agreement, dated 14th May 1918, to the said Haji Ali Khatri.

Thereafter the solicitors for the Trust prepared a draft lease of the premises in favour of the said Mussa Haji Ali Khatri and forwarded it to the attorneys of the lessee. Our client was made a party to the said lease. The Attorneys of the lessee approved the draft lease so far back as 9th July 1926, but thereafter the lessee has not proceeded to take up the lease and the lease has not been executed, although we are instructed that the lessee has been in enjoyment of the rents and profits of the said property ever since the purchase.

Our client is interested in seeing that the Lease is duly granted to the said Lessee, but the Lessee has been delaying completion of the matter to suit his own convenience and he was repeatedly called upon both by the attorneys of the Trust as well as by ourselves to complete the Lease, but without effect.

Although the agreement to let the plot was made in 1918, the Lease thereof has not yet been executed while the Lessee enjoys the rents of the property. This inordinate delay in completing the matter is prejudicial to our client and is besides, not permitted by the Board.

Under these circumstances we are instructed by our client to request you to take steps to compel the Lessee to complete the Lease of the said plot in his favour, the draft of which has been lying ready for about two years past.

(b) Chief Officer's note, dated 18th May 1927 :—

"The facts of this case are set out in the preamble to the Board's Resolution No. 84, dated 7th February 1922.

2. The Official Assignee sold the Insolvent's interest in the agreement on the 5th May 1922 to Mr. Moosa Haji Ali Khatri for a sum of Rs. 60,000. The building has since been completed.

3. The draft lease was forwarded to Mr. Khatri's Solicitors on the 23rd March 1926 and after approval by them it was sent, on the 14th July, to Messrs. Pandya and Co., the writers of the letter now under consideration, for the approval of the original building tenant. It is still with them.

4. The cause of the delay is due to a dispute between the original building tenant and Mr. Khatri. The Board's Solicitors point out that beyond calling upon Mr. Khatri to complete the lease, which they have done, the only step the Board could take would appear to be to forfeit the lease for non-compliance with the terms of the building agreement which includes the taking up of the lease. This would scarcely be advantageous to Messrs. Pandya and Co.'s client.

5. As Messrs. Pandya and Co.'s client is interested in the completion of the lease, it appears to me that he should take action."

**Resolution 299.**—Messrs. Pandya and Co. should be informed that there has been no delay on the part of the Trust in completing the lease and that it is for their client to take action in the matter.

4.

Re: Scheme No. 37, Case No. 311—Easements over.

Considered Chief Officer's note, dated 18th May 1927 :—

"When this property was being acquired the then owner (Mr. Haji Ahmed Devjee) of the adjoining house which was not included in the Scheme claimed easements of light and air over it. It was eventually decided to lease Mr. Haji Ahmed Devjee the surplus land included in Case No. 311.

2. As appears from the Board's Solicitors' letter (typed below) of the 6th April Mr. Devjee died and difficulties regarding his successors' title have arisen. The claimants (*i.e.*, Mr. Devjee's representatives) have taken Sir Thomas Strangman's opinion and he advises that the Board should file a friendly suit to determine who is entitled to the lease etc. The Board's Solicitors advise that before doing this the Advocate General's opinion should be taken. I therefore apply for sanction to this."

*Copy of Board's Solicitors' letter, dated 6th April 1927, referred to in para 2 above—*

"With reference to the previous correspondence herein we have the honour to state as follows :—

You are aware that Case No. 311 of this Scheme includes a tenement over which Haji Ahmed Devjee and his son Goolamhussein claimed easements by reason of their

ownership of the Dominant tenement. The draft agreement in terms of the Heads of Settlement was prepared and engrossed but before the documents were executed Haji Ahmed Dewjee died. We therefore inquired of the Claimants' Solicitors whether any will was left by the deceased and if so whether Probate of the same was obtained. We learn that Probate of the Will was granted to Esmail Dewjee and the same has been registered in the books of the Board.

We then revised the draft agreement necessitated by (i) Haji Ahmed Dewji's death (2) the adoption of a standard form of Lease for Sydenham Road and (c) the operation of the Transfer Act 1925. In this connection we draw your attention to para 5 of our No. T/4283, dated 9th June 1926, in which we stated that the ownership of the Dominant tenement was vested in Haji Ahmed Dewji and his son Goolamhussein as joint tenants.

When we submitted the revised draft agreement to the Claimants' Solicitors, we asked them to let us know how Goolamhussein only was entitled to the Dominant tenement as we had no definite proof as to this.

The Claimants' Solicitors wrote to us on 27th July 1926, that by a Declaration, dated 30th October 1915, Gulamhussein Ahmed Dewji admitted that the property at Chakla Street mentioned as the Dominant tenement in the draft agreement was purchased in the joint names of himself and Haji Ahmed Dewjee only for the sake of convenience and that the whole consideration money for the same was paid by deceased Haji Ahmed Dewji and further agreed not to recover the rents of the said property without the consent and authority of Haji Ahmed Dewjee.

The Claimants' Solicitors also stated that by a Deed Settlement, dated 23rd day of January 1925, the deceased Haji Ahmed Dewji had settled the said property at Chakla Street the Dominant tenement upon the several Trusts mentioned therein. The Claimants' Solicitors however desired that the agreement should be made with the proving Executor of the Will of Haji Ahmed Dewjee.

We wrote to the Claimants' Solicitors on 17th August 1926, a copy of which we have forwarded to you for information.

Messrs. Mahomed Ali and Co., have now sent us a copy of the opinion by Sir Thomas Stangman a copy of which we enclose for your information and return. You will observe that to get over the various difficulties Counsel advises a friendly suit by the Trust for specific performance against Haji Ahmed's Executor and his son and the Trustees of the Deed of Settlement. Sir Thomas doubts if the Trustees of the Settlement could obtain specific performance of the agreement as they had no power to enter into such an agreement and also if the Executor could likewise obtain specific performance as Haji Ahmed had parted with the right to the easement in favour of the Trustees of the Deed of Settlement. Sir Thomas thinks that the Board could obtain specific performance of the agreement.

We think that the course suggested by Sir Thomas Strangman should be followed provided the Board's costs are paid by the persons ultimately held to be entitled to the benefit of the agreement, but before doing so, as the matter is not free from difficulty we think the opinion of the Advocate General the retained Counsel of the Trust should be obtained. Please therefore let us have your instructions on receipt of which we will prepare a Case for the Advocate General's opinion."

**Resolution 300.**—The opinion of the Advocate General should be obtained.

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5. Re : Acripada West Estate—plots Nos. 100 and 149—Final Warning to determine the agreements and re-entry on.

Considered the following :—

(a) Estate Agent's No. 5459, dated 16th May 1927 :—

"I have the honour to state that under Trustees' Resolution Nos. 30 and 271, dated the 13th February 1917 and 17th September 1918, respectively the Board accepted applications for the above two plots from Mr. B. N. Javeri for a term of 99 years. The ground rent for plot No. 100 is Rs. 776 per annum and that for plot No. 149 is Rs. 1,684 per annum and commenced to accrue on 11th April 1918 and 15th April 1919, respectively.

The possession of plot No. 100 was handed on the 10th April 1918 and that of plot No. 149 on the 14th April 1919 and the agreements in respect of both the plots were executed on 18th December 1917 and 11th November 1919, respectively.

Building plans for both the plots were passed on 1st December 1920. There are partly built structures on both the plots, and the building work is at a standstill since 1924.

The building period for plot No. 100 expired on the 10th April 1920 and that for plot No. 149, expired on the 14th April 1921. The Building Tenant Mr. B. N. Javeri, was in arrears of rent amounting to Rs. 1,164 for six quarters from 11th January 1925 to 10th July 1926, in respect of plot No. 100 and was also in arrears of rent amounting to Rs. 2,526 for six quarters from 15th January 1925 to 14th July 1926, in respect of plot No. 149, the total amount due by him was Rs. 3,690.

The said sum though very often demanded having been left unpaid in spite of the repeated promises to pay the same, a credit for Rs. 1,764-9-2, being the total interest due up to 14th July 1926, on the securities lodged was given towards arrears of rent. Even after giving credit for this amount of interest Mr. B. N. Javeri was in arrears for Rs. 1,925-6-10, for which a suit was filed against him in the Small Causes Court and a decree passed on 17th November 1926, payable in a month. The Building Tenant was not in Bombay but his son paid two sums viz., one of Rs. 500 and the other of Rs. 250, on account of the decree.

As Mr. B. N. Javeri could not be found in Bombay, the decree could not be enforced and the balance recovered.

The total arrears of rent to be recovered in respect of both the plots from the Building Tenant Mr. B. N. Javeri is Rs. 3,020-6-10, upto 14th April 1927 plus the court costs Rs. 180-11-0=Rs. 3,201-1-10.

The deposits held in connection with both these plots are of the face value of Rs. 5,900 as follows :—

Plot No. 100 - 3½% Loan	...	...	Rs.
" 100 - 5 % „ of 1945/55...	...	...	1,900
" 149 - 6 % Bond 1930	...	...	500
" 149 - 5 % „ of 1945/55	...	...	3,000
			500
Total Rs.	...	...	<u>5,900</u>

and the interest with the sale proceeds on reinvestment amounts to Rs. 210-7-0. The Building Tenant's son saw the undersigned some time back and said that his father would come over to Bombay shortly and settle this matter.

As the Building Tenant has already spent a lot of capital in the erection of the incomplete structures on the plots and he has not been able to proceed with the work on account of the financial complications detailed in my report No. 4606, dated the 30th ultimo to the Committee recommending re-entry on plots Nos. 542 to 544 of the Dadar-Matunga Estate, considered by the Committee at its meeting held on 10th May 1927,



it is suggested that he should be given a final warning that unless all arrears of rent are paid by the 30th June 1927, the Committee will determine the agreements and make arrangements to re-enter on the plots forfeiting the security deposits."

(b) Chief Officer's note, dated 18th May 1927 :—

"I agree with the Estate Agent's recommendation."

**Resolution 301.**—The recommendation made by the Chief Officer is approved.

6. Re: Gamdevi Estate—plot No. 51—Permission to construct a well on.

Considered the following :—

(a) Letter from the lessee, dated 4th May 1927 :—

"With reference to the Trust Architect's letter No. T. A. 1038, dated the 21st April 1927, I have the honour to state that I am a Lessee of the above plot. By religion I am a very devout Vaishnav. I have also set up a "Thakorji" in my house and carry out a large "Seva", i.e. religious ceremony in my above house. I cannot use pipe water, but require well water for myself, for the "Thakorji" and for the "Seva" in accordance with the tenets of my religion. At times also devout Vaishnavs from Upcountry come and stay with me as guests and they also cannot use pipe water, but require well water.

At present also I do not use pipe water but use well water and bring the same from a well in a property at 108 Gamdevi which entails much hardship and cost to me.

Under the circumstances I have the honour to request you to kindly grant me permission to dig and build a well in my premises as shown on the accompanying two plans \* sent in triplicate herewith.

I will keep the well hermetically covered up by means of a cement concrete cover with a cast iron manhole so as to avoid breeding of mosquitoes and will provide a hand pump for drawing up water and make the whole arrangement perfectly mosquito-proof.

I have also obtained sanction from the Executive Health Officer, Bombay Municipality, under his No. H. M./15/A, dated the 8th April 1927, a copy whereof is forwarded herewith for your information.

Unfortunately I did not know that your sanction was also required for digging the well and therefore after obtaining sanction from the Bombay Municipality I commenced with the work of the same. Thereafter I received the aforementioned letter and then I stopped the work at once.

I have therefore the honour to request you to be so good as to give me your sanction for the well at your earliest convenience."

(b) Trust Architect's No. 1389, dated 13th May 1927 :—

" \* \* \* \* \*

A copy of Trust Architect's No. 1038, dated 21st April 1927, referred to by the Lessee in his letter is forwarded herewith.

A well is proposed in the North-West corner of the plot over the 10 feet open space by the side of the outhouses.

The Municipality has given permission to dig a new well on the above plot subject to a hand pump being provided making the whole arrangement perfectly mosquito-proof as per copy of the letter forwarded by the Lessee. The Lessee agrees to comply with this requisition as is shown on the plans forwarded herewith.

Under the circumstances stated in the Lessee's letter the well may be allowed as a special case, subject to the Municipal requisition being fully complied with.

(c) Estate Agent's No. 5634, dated 18th May 1927 :—

\* \* \* \* \*

2. As a special case the undersigned sees no objection to granting permission for this well on the conditions laid down by the Deputy Executive Health Officer, Bombay Municipality, viz. that the well is to be completely covered with concrete cement, and a hand pump provided to draw water, making the whole arrangement perfectly mosquito-proof.

3. It would appear from the plan however that there is to be a C. I. man-hole cover on the top of the well which is not in accordance with the Deputy Executive Health Officer's conditions and the undersigned would therefore suggest that no man-hole or other opening except for the pipe should be allowed.

(d) Letter from the Lessee, dated 18th May 1927 :—

"In continuation of my letter of the 4th instant I have the honour to state that I will keep the well hermetically covered up by means of a cement concrete cover (without any manhole) and will provide a hand pump for drawing up water, which please note."

(e) Chief Officer's note, dated 19th May 1927 :—

"It will be seen from the Lessee's letter dated the 18th instant that he agrees not to provide the man-hole. The proposal may therefore be sanctioned."

Proposed by the Chairman—

"That the construction of the well be sanctioned as a special case on condition that it is hermetically sealed and provided with a hand pump."

Sir Vasant Rao A. Dabholkar moved an amendment—

"That the matter be referred to the Land Sub-Committee for consideration and report."

The amendment was seconded by Sir Phiroze C. Sethna and on being put to the vote was declared *carried*.

It was also carried as a substantive proposition.

**Resolution 302.**—The matter should be referred to the Land Sub-Committee for consideration and report.

7. Re : Sandhurst Road West Estate, Rogay's Property, Plots Nos. 4, 5 and 6, Revised layout of.

Considered the following :—

(a) Trust Architect's No. 1420 dated 14th May 1927 :—

"I have the honour to forward herewith plans\* received from the Architect's Messrs. Kora and Bhatt, for the re-layout of Plots Nos. 4, 5 and 6 of Rogay's Estate at French Bridge.

The original layout of the three plots as shown in yellow along with others sanctioned by the Board as per Trustees Resolution No. 395 of 8th July 1924 has now been proposed to be re-laid out into two plots as shown in red. There will be Theosophical Society Head Quarters buildings on the plot facing French Bridge Road and over the plot in the rear a Temple for Blavatsky Lodge is proposed.

The plans for the re-layout are in order and may be approved."

(b) Estate Agent's No. 5635 dated 18th May 1927.

\*\* \* \* \*

2. The former Trustees by their Resolution No. 395 dated the 8th July 1924 laid down certain rules and restrictions which were to apply to these plots of which

\*Not printed.

the following are applicable to the 3 plots which it is now proposed to relay out as two plots, and for the buildings proposed to be erected thereon :—

- (a) 14 ft. at least should be left between the back of Mr. Contractor's building and any building which may be erected on the plot shown on the plan admeasuring 723 sq. yards. This will be complied with as the temple building will be 10 ft. within the boundary of the plot and Mr. Contractor's building will be further 10 ft. back,
- (b) Such other open spaces are to be left in the various plots as the Board may hereafter determine,
- (c) all buildings should comply with the  $63\frac{1}{2}^{\circ}$  rule and
- (d) no buildings should be erected on any of the plots, except in accordance with plans and specifications previously submitted to and approved by the Board.

3. As stated above there will be ample open space around the temple. The large building will however cover the whole of the other plot with the exception of a chowk 35 ft.  $\times$  17 ft., with the result that there will be a blank wall 57 ft. in depth along the Western boundary of plot No. 6. The result of this will be that the building on plot No. 7 will have to provide for its own light to a depth of 57 ft. and it is therefore suggested that the owner should now be warned that the building to be erected at some future date on plot No. 7 will have to strictly comply with the Trust's  $63\frac{1}{2}^{\circ}$  rule as set out in the condition above."

**Resolution 303.**—The revised re-lay-out is sanctioned as proposed by the Estate Agent.

8. Re: Sale of Quarry Materials at Scheme 57 to Mr. Nensi Monji.

(C. R. 274 of 10th May 27.)

Considered the following :—

(a) Engineer's No. 4388 dated 5th May 1927 :—

" With reference to Improvements Committee's Resolution No. 201 dated 12th April 1927 giving Mr. Nensi Monji a concession of Rupee one per brass if he removed 300 brass of metal No. 2 within two months, I have to report that he has shown better progress in removing the whole quantity of 300 brass within one month from Sewree Quarry. He further wants 300 brass more of the same metal and will be allowed to do so on his depositing a sum at the rate of Rs. 15 per brass. I would accordingly request the favour of your sanction to allow Mr. Nensi Monji to remove the metal No. 2 at the rate of Rs. 14 per brass.

It may further be pointed out that according to the sliding scale which has been recommended for Improvements Committee's sanction (*vide* this office No. 3898 of 21st April 1927), Mr. Nensi would get a refund of Rs. 1-8 per brass if he were able to remove 300 brass in one month."

(b) Chief Accountant's Note dated 17th May 1927 :—

" The Engineer's proposal is to allow Mr. Nensi to

(1) remove 300 brass in two months at Rs. 14 per brass.

(2) If he removes 300 brass within one month, to give him a rebate of Rs. 1-8-0 on Rs. 15 the ordinary rate.

As regards (1), there is no provision in the sliding scale for giving a rebate for removing 300 brass in 2 months and therefore the ordinary rate of Rs. 15 should be levied. Rs. 14 may however be charged with Committee's sanction.

As regards (2) it is covered by the sliding scale and no further sanction is necessary.

**Resolution 304.**—The further supply of 300 brass at Rs. 14 a brass is sanctioned.

9. Re: Sydenham Road Estate—plot No. 24—Extension of rent free period.

Considered the following :—

(a) Estate Agent's No. 5695 dated 19th May 1927 :—

"Herewith I have the honour to forward a copy of a letter\* No. 238 dated the 11th May 1927, from Messrs. K. P. Davar & Co., Architects of the Building Tenant, Mr. Mahtabkhan Sherkhan.

2. They request that as their client has been unable to complete the building on this plot, the ground rent for which commenced to accrue on the 10th February 1927, the free period of the same may be extended until the end of June 1927, so that he can complete the building and recover the rent from it.

3. The reasons stated for this request are that their client took possession of the plot from the Trust while there was still an old building and a public urinal standing on the same, as he was in a great hurry to start building work, and as he thought that the old building and the public urinal would be removed from the land well before the date that it was found possible to do so.

4. This plot measures 339 sq. yards and was let at a ground rent calculated at 6 per cent. per annum on Rs. 300 per sq. yard, together with an additional rent calculated at half of that rate for the arcading area which measures a further 119 sq. yards. The annual rent is therefore Rs. 7,172 per annum.

5. The Building Tenant has erected a substantial building on this plot consisting of a ground and five upper floors together with arcading over the foot-path. The building however is not yet ready for occupation as the finishing touches are being put to same.

6. As is customary, the Trust would not have given possession of the plot until it was entirely vacant and ready for building purposes. The Building Tenant was however new to Bombay and pressed the undersigned to give him possession, although there was an old chawl and also a public urinal standing on parts of the plot. At his request therefore possession was given on the 9th February 1926, and the full ground rent for the plot therefore accrued to the Board on the 10th February 1927.

7. As however the tenants of the old chawl had to be ejected through the Courts and as a new site had to be found in conjunction with the Municipal Authorities for the public urinal, these two structures could not be entirely removed before the 29th April 1926, although every endeavour was made to do so earlier. The application correctly states that the Building Tenant who was a new comer to Bombay completely underestimated the time that it would take the Trust to get the building and the urinal vacated and removed.

8. The possession of this plot would have been given in the ordinary way to the Building Tenant on the 29th April 1926, and it is suggested that in the circumstances the Improvements Committee might see their way to extend the free-rent period from the 9th February 1926, up to the 29th April 1926, namely by two months and twenty days."

(b) Chief Officer's note, dated 20th May 1927 :—

"I concur."

**Resolution 305.**—The rent-free period should be extended from 9th February 1926 to 29th April 1926.

10.

Re: Agripada Garage—closing down of.

Considered Engineer's No. 4879 dated 18th May 1927 :—

"With reference to your note dated 16th March 1927, I beg to inform you that I am vacating the Agripada Garage as from June 1st 1927. All lorries will be removed to the various Schemes and to the Agripada Workshop.

\*Not printed.

Living quarters will be vacated also and the bulk storage tank will be emptied but the machinery including 1 Lathe, 1 Drilling Machine, 1 Emery Grinder and 1 Electric Motor will be left in position pending further orders.

The Assessor and Collector, Bombay Municipality, is being intimated by this office that the garage is being vacated from June 1st and that any further reference should be made to the Estate Agent from the date in question."

**Resolution 306.**—The Engineer's letter should be recorded.

11. Re: Scheme 29—Dongri Quarry—Supply of 1500 brass of rubble stones to the Bombay Municipality during 1927-28.

Considered Engineer's No. 4906, dated 19th May 1927 :—

"I have the honour to inform you that the Bombay Municipality used to buy rubble stones in depots from our Quarry at Scheme 29 at the rate of Rs. 8 per brass at which rate rubble stone is sold to all outside bodies. I have to herewith forward Municipal Executive Engineer's letter\* No. E. R. 5400/D of 15th January 1927, requesting that a concessional rate be given for buying 1500 brass of rubble during the year 1927-28.

As a result of marginally noted correspondence, copies of which have been herewith forwarded for your information, I have to report that I have agreed to supply

- |   |               |
|---|---------------|
| (1) Our No. 1505, of 12th February 1927.                                    | rubble stones |
| (2) Municipal Executive Engineer's No. E. R. 5400/D, dated 3rd March 1927.  | at Rs. 8 per  |
| (3) Our No. 2761, of 17th March 1927.                                       | brass stacked |
| (4) Municipal Executive Engineer's No. E. R. 5400/D, dated 30th March 1927. | by our con-   |

tractor in the North-Western corner of the compound of the Municipal Crusher Plant and to request the favour of your obtaining the Improvements Committee's sanction to this rate.

According to the terms of the quarrying contract, our contractor is bound to stack, free of cost, rubble stone up to a lead of 200' and it is generally expected that this Department will not incur any additional cost for making these depots in the Municipal compound. Only when our quarry scrap recedes further westwards, we may have to pay an extra annas 3 per brass for 50' lead over 200'.

This arrangement has already been sanctioned by the Standing Committee of the Corporation under Resolution No. 245 of 12th April 1927."

**Resolution 307.**—The sanction applied for is granted.

12. Re: Leave of Absence to Mr. Mirza Ali Mohammed Khan, M.A., LL.B.

Considered Letter from Mr. Mirza Ali Mohammed Khan, dated 20th May 1927 :—

"As I am sailing for England shortly I shall not be able to attend the meetings of the Improvements Committee till the end of December 1927.

Kindly place this letter before the Committee, with the request to grant me leave of absence till that time with permission to return within the period of my leave if I return earlier."

**Resolution 308.**—The leave of absence asked for is sanctioned.

13. Re : Establishment—Engineer's Department—Trust Architect—pay to Mr. Framji for acting as.

( C. R. No. 276, dated 10-5-1927. )

Considered Chief Officer's note, dated 16th May 1927 :—

"When Mr. Cable left the Board's service on 8th May 1926, Mr. Framji was appointed to act as Trust Architect, on Rs. 840 per month (*i.e.* Rs. 600 pay as Assistant Engineer plus Rs. 240 acting allowance). The pay of the Architect's post is Rs. 1,200—50—1,500. As Mr. Framji has been working as Architect for a year, it is proposed to grant him an increment of Rs. 50 per month in his acting pay from 8th May 1927."

**Resolution 309.**—The grant to Mr. Framji of an increment of Rs. 50 per month from 8th May 1927, is sanctioned.

14. Re : Scheme 56—Case No. 61. Write off of Rs. 1,179 as bad debt—sanction to.

( Ref : 77 of 1925. )

Considered Estate Agent's No. 5438, dated 14th May 1927 :—

"I have the honour to observe that the case referred to above was decided by the President of the Tribunal of Appeal when the claimant Bai Shirinbai was ordered to pay the taxed bill of cost amounting to Rs. 1,179.

2. Bai Shirinbai having failed to pay the said amount, a demand notice by registered post was sent but the same remained unanswered.

3. An attachment on her property, was therefore issued on the 3rd July 1925 and attempts were made to levy the attachment on her property, but she having shifted to another premises, the attachment could not be effected and she was again traced to her new abode and another attachment was issued on the 25th of March 1926. The executing Bailiff was taken to the new abode of the claimant when it was found that the furniture and everything in the house belong to the claimant's son and the attachment could not therefore be levied.

4. The matter was placed with the Board's Solicitors with a request to communicate with the attorneys of the claimant, with a view to effect recovery of the amount but that effort also proved unavailing, Messrs. Crawford Bailey & Co. suggested that a summons should be taken out to examine the claimant to see what other property she possessed that could be attached.

5. A search was also made in the Municipal records if Bai Shirinbai had any property in her name with a view to attach the same but no property was traced. Bai Shirinbai soon after died and nothing further could be done.

6. In the circumstances of the case as stated above, the Trust Solicitors advise that the cost herein should be written off. I, therefore, request the favour of the Committee's sanction to treat this cost *viz.*, Rs. 1,179 as bad debt."

**Resolution 310.**—The sum of Rs. 1,179, referred to should be written off.

15. Re : Application dated 22nd February 1927, by Mr. Nizam Ismail for permission to erect a shed containing 5 shops on the North-Western Corner of plots 697-720, Dadar-Matunga Estate.

( C. R. 188, dated 5-4-27. )

Considered the following :—

(a) Letter dated 16th May 1927, from Trustees of Vithoba Temple :—

“We the undersigned Trustees of the Temple of Sbri Vithoba at Wadala, Matunga, beg to address you as follows :—

2. We learn from a very reliable source that a certain Mahomedan named Mr. Nizam Ismail has applied to you for permission to open a mutton shop on plot No. 697-720 behind the Vithoba's Temple of which we are the Trustee.

3. It is objectionable and also irreligious according to Hindoos to have a mutton shop in close vicinity of a Temple. As you know the aforesaid temple of Vithoba is a very old temple and is visited by thousands of Hindoos of all communities every year, from Bombay and outside. Daily visitors also are numerous, including landlords and millhands. This temple is as sacred in this part of the land as the famous and historical temple of Vithoba at Pandharpur which is a national store of the Mahrattas. It will thus hurt the religious feelings of the whole of the Hindoo Community if a mutton shop is opened near the temple either by a Hindoo or a non-Hindoo.

4. The applicant moreover being a Mahomedan will apparently keep beef also in the shop and this will rouse the Hindoos to a great extent adding to the present communal strife which is not tense in Bombay so far. It is, therefore, not advisable to create a new cause for the same.

5. We therefore request that you will be pleased not to allow Mr. Nizam Ismail or anyone else to open a mutton, fish or flesh shop in the locality of the Vithoba's Temple, for which act of kindness we shall, on behalf of the Temple Management and also on behalf of the Hindoo Community at large, be highly obliged.”

(b) Chief Officer's note, dated 18th May 1927 :—

“I have already stated that it would not be advisable to allow a mutton shop to be opened here and suggest that the petitioners be informed that no such shop will be permitted. There is another site not far away where one might be allowed, and the Estate Agent is taking action.”

**Resolution 311.**—The petitioners should be informed as suggested by the Chief Officer.

16. Re : Board's Resolution No. 52, dated 13th April 1927, re. notice of motion by Dr. Viegas asking the Improvements Committee to report why certain new posts, higher appointments, and changes of designation were sanctioned.

Considered Report No. 6, dated 13th May 1927, of the Finance and Establishment Sub-Committee :—

“With reference to Committee's Resolution No. 260, dated 4th May 1927, we beg to forward herewith a copy of the report by the Chief Officer, dated 5th May 1927, and recommend that it be forwarded to the Board with reference to their Resolution No. 52, dated 13th April 1927 with the recommendation that it be recorded.

*Copy of Chief Officer's Report, dated 5th May 1927.*

“With reference to the Committee's Resolution No. 260, dated the 4th instant asking the Finance and Establishment Sub-Committee to submit a report on the attached resolution I beg to observe as follows :—

**i. Estates and Valuation Department.**

This Department is an amalgamation of the Land Manager's and Estate Agent's Departments and came into being on the 1st April last.

**(a) Officers.**

Prior to the 1st April the sanctioned number of Officers was as follows :—

- 1 Land Manager.
- 1 Estate Agent.
- 3 Deputy Land Managers.
- 3 Assistant Land Managers (Senior.)
- 3 Junior Assistant Land Managers.

Of the above one Deputy Land Manager's post and one Junior Assistant Land Manager's post were vacant.

The sanctioned strength of Officers is now as follows :—

- 1 Estate Agent.
- 2 Deputy Estate Agents.
- 2 Senior Assistant Estate Agents.
- 2 Junior Assistant Estate Agents.

The total number of officers is therefore seven as against eleven. Of the eleven posts two were vacant and of the seven one is not yet filled.

No new posts have been created in the officer grade.

One promotion to a higher appointment has been sanctioned *viz.* :—Mr. Mhatre a Junior Assistant Land Manager has taken the place of Mr. Vadke a Senior Assistant Land Manager retired under the age limit.

The change in designation from "Deputy" or "Assistant Land Manager" to "Deputy" or "Assistant Estate Agent" is consequent on the change in the name of the Departments.

**(b) Office Staff.**

The post of Chief Clerk and Accountant on Rs. 300-20—Rs. 400 has been abolished. In its stead and in order to improve the working of the new Department which is responsible for the management of an estate measuring over 140 lakhs of square yards including the collection of rents amounting in the current year to 21.83 lakhs three new posts have been created :—

- (i) Chief Clerk on Rs. 250-20—Rs. 350.
- (ii) Accountant on Rs. 250-20—Rs. 350.
- (iii) Senior Clerk on Rs. 125-5—Rs. 175.

The Finance and Establishment Sub-Committee in their report, dated 1st February 1927, stated they had given careful consideration to the details and they were of opinion that they should lead to efficiency and economy.

**(ii) Engineer's Department.**

When Mr. Watson went on leave preparatory to retirement at the end of March 1926, Mr. Katrak Executive Engineer 1st (grade) was appointed to act for him and when Mr. Katrak died in May 1926, Mr. Kynnersley took his place. Thus two posts of Executive Engineer 1st grade fell vacant and were not filled. They and numerous others were abolished in April 1927.

**New Posts.**

One post of Senior Assistant Engineer in the grade of Rs. 650-50—Rs. 1,200 has been made but the incumbent is never to pass the efficiency bar at Rs. 800.

One post of Assistant Accountant on Rs. 200 for six months only has been created as the Accountant will retire in November.



**Promotions.**

Mr. J. J. Engineer, an Assistant Engineer, on Rs. 600 has been promoted to the post of Senior Assistant Engineer above referred to. He has actually been doing the work but not receiving the pay of an Executive Engineer 2nd grade since the death of Mr. Katrak.

Mr. Sant Ram, a Sub-Engineer and S. P. T. Assistant Engineer (on Rs. 550) has been promoted a Junior Assistant Engineer on Rs. 450 in the grade of Rs. 450-50-600.

Mr. Marathe, a Sub-Engineer and Acting Temporary Assistant Engineer, on Rs. 550 has been promoted a Junior Assistant Engineer on Rs. 450 in the grade of Rs. 450-50-600.

Mr. Vakil, a Sub-Engineer and S.P.T. Temporary Assistant Engineer, on Rs. 500 has been appointed to act as a Junior Assistant Engineer on Rs. 450 in the grade of Rs. 450-50-600.

It will be noted that the last three although technically promoted are actually drawing less pay. The posts which they held formerly have been abolished.

**Change of Designation.**

1 Executive Engineer 1st grade to be Deputy Engineer (as in the Municipality.)

1 " " to be Architect (he has always been known as such.)

Executive Engineers 2nd grade to be Senior Assistant Engineers (as in the Municipality.)

Assistant Engineers to be Junior Assistant Engineers (as in the Municipality.)

**Resolution 312.**—The Chief Officer's report, dated 5th May 1927, should be forwarded to the Board with reference to their Resolution No. 52, dated 13th April 1927, with the recommendation that it be recorded.

**17. Re : Rent Collection work—method to be adopted to control.**

Considered Report No. 7, dated 13th May 1927, of the Finance and Establishment Sub-Committee :—

" With reference to Committee's Resolution No. 326, dated 21st December 1926, we beg to report that we have considered the Chief Officer's note, dated 6th May 1927, copy of which is attached, and to state that in our opinion the collection work is properly controlled and that the percentage of bad debts is not abnormal.

*Copy of Chief Officer's note, dated 6th May 1927 :—*

" On the 29th November last I submitted to the Committee a statement shewing the names of all holders of short tenancies who owed Rs. 2,000 or over on the 1st July and of the steps taken to recover the same. I also submitted a statement shewing the arrears due (by all temporary tenants) and the amounts written off each half year from the 1st April 1910, to the 31st March 1926.

2. The statements were laid before the Committee on the 7th December, but as Mr. Nariman, at whose request they had been prepared, was not able to the present consideration was postponed. It was taken up on the 21st idem when Mr. Nariman observed that some method should be adopted by which proper control over the collection should be exercised so as to reduce the collection of bad debts. The matter was, therefore, referred to the Finance and Establishment Sub-Committee for consideration and report.

3. Up to April 1st 1910, the Engineer was responsible for the collection of rents and from that date until the 31st March last it was in charge of the Land Manager.

The Land Manger's Department being now amalgamated with the Estate Agent's, one of the two Deputies has been made responsible for supervising the collection and the keeping of the registers. His work is supervised by the Estate Agent and in addition statements shewing the demands, recoveries and arrears in respect of chawls, acquired buildings and lands are submitted to me every month.

4. Between the 1st April 1910 and the 30th September 1926, the amount recoverable including arrears amounted to Rs. 2,94,99,8c1 and the amount written off to Rs. 5,96,663. The write off was only 2'02 per cent. and if all the arrears were written off it would amount to 3'16 per cent. This I think shews that the work has been well done. The only criticism which could be made was that the amounts written off prior to 1924, were insufficient."

**Resolution 313.**—The Report No. 7, dated 13th May 1927 of the Finance and Establishment Sub-Committee should be recorded.

18. Re : Board's Resolution No. 34, dated 6th April 1927, re : notice of motion by Dr. Viegas, that in effecting retrenchment it should be borne in mind that no extension of service should be granted to superannuated men.

Considered Report No. 8 of Finance and Establishmet Sub-Committee, dated 13th May 1927 :—

"With reference to Committee's Resolution No. 229, dated 19th April 1927, we beg to forward herewith a copy of the Chief Officer's report, dated 7th May 1927 and recommend that it be recorded."

*Copy of Chief Officer's Report, dated 7th May 1927—on Board's Resolution No. 34, dated 6th April 1927 :—*

"The rule regarding extensions is contained in the Board's Resolution No. 42, dated 21st October 1926 and is as follows :—

'That all officers drawing salary exceeding Rs. 300 shall ordinarily retire after they attain the age of 55 but an extension of service may be given by the Board to an officer after he attains that age, if they are satisfied, on the recommendation of the Chief Officer, that the officer, is fit for further service and that it is necessary to retain his services on public grounds to be recorded in the Resolution granting such extension.

2. The Chief Officer may grant extensions to officers drawing Rs. 300 or less on the lines indicated above.'

It will be noticed that no extensions of service can be granted unless it is necessary to do so on public grounds.

The extensions granted during the current year are :—

(a) By the Board—

Mr. Bharucha—for six months.

(b) By the Chief Officer—

M. P. J. D'Souza—Rent Collector—for one—year—he is a good collector and as he is fit it is in the Board's interest to retain his services.

Mr. L. A. Serpes—clerk—for one month during which period he may enjoy the leave due to him.

Mr. P. G. Deshmukh—clerk—for 27 days for a similar reason.

Mr. M. F. Captain—Accountant in the Engineer's Office—up to 18th November 1927, in the interest of the Board.

**Resolution 314.**—The Chief Officer's report, dated 7th May 1927, should be recorded.

19. Re: Board's Resolution No. 35, dated 6th April 1927, re: Notice of motion by Dr. Viegas that in effecting retrenchment those whose services have been lent by Government should be sent back as early as possible.

Considered Report No. 9 of the Finance and Establishment Sub-Committee, dated 13th May 1927 :—

“ With reference to Committee's Resolution No. 230, dated 19th April 1927, we beg to forward herewith a copy of the Chief Officer's report, dated 7th May 1927 and recommend that it be recorded.”

*Copy of Chief Officer's Report, dated 7th May 1927, on the Board's Resolution No. 35, dated 6th April 1927 :—*

“ We have obtained the services of two only from Government ; they are :—  
Mr. C. P. Gorwalla, the Secretary and Chief Accountant, and  
Mr. M. V. Kelkar, the Garden Superintendent.

Neither of these posts is proposed to be abolished and the question of retrenching these gentlemen does not arise. I would, however, draw the attention of the Sub-Committee to the provisions of Section 111(1) of the Act which provides *inter alia*, that the Chief Accountant shall be removable from office for misconduct, or for neglect of, or incapacity for the duties of his office on the votes of not less than two-thirds of the Trustees present at a meeting of the Board and voting in favour of a proposition in this behalf.”

**Resolution 315.**—The Chief Officer's report, dated 7th May 1927, should be recorded.

20. Re: Board's Resolution No. 36, dated 6th April 1927, re: Notice of motion by Dr. Viegas, that in effecting retrenchment permanent establishment should come in after the temporary establishment.

Considered Report No. 10 of the Finance and Establishment Sub-Committee, dated 13th May 1927 :—

“ With reference to Committee's Resolution No. 231, dated 19th April 1927, we beg to forward herewith a copy of the Chief Officer's report, dated 7th May 1927, and to recommend that it be recorded.

*Copy of Chief Officer's Report, dated 7th May 1927, on Board's Resolution No. 36, dated 6th April 1927 :—*

“ This is the principle which the Finance and Establishment Sub-Committee and the Committee have followed so far as efficiency permits. Very few exceptions have been made ”

**Resolution 316.**—The Chief Officer's report, dated 7th May 1927, should be recorded.

21. Re: Board's Resolution No. 37, dated 6th April 1927, re: Notice of motion by Dr. Viegas, that in effecting retrenchment Seniors on permanent staff should come in after Juniors.

Considered Report No. 11 of the Finance and Establishment Sub-Committee, dated 13th May 1927 :—

“ With reference to Committee's Resolution No. 232, dated 19th April 1927, we beg to forward herewith a copy of the Chief Officer's report, dated 7th May 1927 and recommend that it be recorded.” .

*Copy of Chief Officer's Report, dated 7th May 1927, on Board's Resolution No. 37, dated 5th April 1927 :—*

"The Finance and Establishment Sub-Committee and the Committee have adopted this principle so far as efficiency permits."

**Resolution 317.**—The Chief Officer's report, dated 7th May 1927, should be recorded.

22. Re : Board's Resolution No. 38, dated 6th April 1927, re : Notice of motion by Dr. Viegas, that in effecting retrenchment those in service for 25 years and above and who are short of 30 years' service should be given the option of retiring and allowed full gratuity.

Considered Report No. 12, of the Finance and Establishment Sub-Committee, dated 13th May 1927 :—

"With reference to Committee's Resolution No. 233, dated 19th April 1927, we beg to forward herewith a copy of the Chief Officer's report, dated 7th May 1927 and to recommend that it be recorded."

*Copy of Chief Officer's Report, dated 7th May 1927, on Board's Resolution No. 38, dated 6th April 1927 :—*

"I would point that there are very few, if any, cases in which this would result in economy. There can, however, be no objection to the Committee considering on their merits any cases which may be brought forward.

**Resolution 318.**—The Chief Officer's report, dated 7th May 1927, should be recorded.

23. Re : Motor Cars maintained by the Trust.

Considered Report No. 13 of the Finance and Establishment Sub-Committee, dated 19th May 1927 :—

With reference to Committee's Resolution No. 123, dated 19th August 1926, in which we have been asked to consider the advisability of maintaining at Trust expense the three motor cars and two motor bicycles, we beg to report as follows :—

- (a) *Car for the Engineer.*—This car was purchased in 1921 and is valued by the French Motor Car Co., for Rs. 700. We recommend that the car be sold to the Engineer (and he is willing to purchase it) for Rs. 700 and that he be granted the usual conveyance allowance of Rs. 200 per month.
- (b) *Cars for the Secretary's Department.*—We recommend that both these cars be done away with and that a conveyance allowance of Rs. 30 per month be sanctioned for each of the two pay clerks who have to go to Schemes for making labour payments. Each pay clerk will require the assistance of a peon to carry the money and keep a watch over it. For this purpose it is recommended that two peons be sanctioned for the pay clerks on pay Rs. 16 plus House Rent Allowance Rs. 6 plus Temporary and Provisional Allowance Rs. 3 per month and that they be given a Conveyance Allowance of Rs. 5 per month each.
- (c) *Motor bicycle for the Garden Superintendent.*—This is old and practically worn out. It is accordingly suggested that it be sold and a single cylinder Triumph bicycle and side car be purchased in its stead.
- (d) *Motor bicycle for the Superintendent of the Motor Garage.*—As the Garage will be closed on the 1st June 1927, this bicycle will be sold.

(e) One of the two cars now maintained by the Trust for the Secretary's Department is used by the Estate Agent's Cashier and the Receiving Cashier in the Chief Accountant's Department for going to the Imperial Bank of India to bank the revenue. Now that the cars will be abolished, actual expenses will be paid to both these cashiers, but they should go together to the Bank.

2. The above proposals will result in a saving of Rs. 6,000 per annum.

**Resolution 319.**—The Report No. 13, dated 19th May 1927 of the Finance and Establishment Sub-Committee should be adopted and necessary corrections should be made in the Schedule of establishment.

24. Re : Loans from Government—Rs. 476 lakhs Agreement and Debenture Forms for.  
(Ref. Finance and Establishment Sub-Committee's Resolution No. 47 of 19th May 1927.)

(Cir. No. 96 of 20th May 1927.)

**Resolution 320.**—Government should be informed that the Agreement and Debenture forms are approved.

The Agreement and Debentures should be executed in the manner provided by law.

25. Re : Advances from Government of India—Reduction in rate of interest on loan raised in 1921-22, and a revised programme of repayment.

(Ref. C. R. No. 223 of 19-4-27.)

Considered the following:—

(a) Chief Accountant's note, dated 28th April 1927:—

"Out of the advances made by the Government of India to the Local Government, we have received loans from time to time as under:—

Rs. 45 lakhs in	1921-22	}	at 6½%
" 172 "	1922-23		
" 89 "	1923-24		" 6 %
" 100 "	1924-25		" 5½%
" 70 "	1925-26		" 5½%

2. The currency of the loans is 60 years and the Sinking funds are based on 4½% table. As security for the advances we offered to deposit with Government 6% debentures and to enter into a separate agreement with Government for—

(1) payment of interest at the rates at which moneys have been raised by Government, and

(2) repayment of the loans at the end of the periods for which the loans have been borrowed by the Government of India from the public.

3. The Board assumed that when they repurchased the debentures, they would be able to sell them in the market at a profit and so find money for paying off Government.

4. These advances have been made by the Provincial Loans Fund and the Government of India asked the Local Government to submit proposals to pay off these loans. The Local Government in turn asked us if we were willing to repay the advances

in 30 equated instalments instead of in 60 years. As it is financially impossible for us to pay off these in 30 years, the following arrangement was agreed to :—

- (a) To issue to the Local Government debentures having a life of 60 years and carrying interest at  $4\frac{1}{2}\%$ .
- (b) To establish sinking funds having a life of 60 years and based on  $4\frac{1}{2}\%$  table.
- (c) To repurchase the debentures within 30 years and to place them in Sinking funds.
- (d) To pay to the Local Government interest at  $6\frac{1}{2}\%$  (on Rs. 217 lakhs),  $6\%$  (on Rs. 89 lakhs),  $5\frac{3}{4}\%$  (on Rs. 100 lakhs) and  $5\frac{1}{2}\%$  (on Rs. 70 lakhs), while the debentures remain with them.

5. The cash for the purchase of the debentures is to be provided by the Sinking funds.

6. The attached statement shews the manner in which the debentures will be repurchased from Government in 30 years. From the above it will be seen that we have not made any arrangement to repay the loans in 30 equated instalments.

7. The Government of India have now reduced the rate of interest on the loan of Rs. 45 lakhs taken in 1921-22, from  $6\frac{1}{2}\%$  to  $4\frac{1}{2}\%$  from 1st April 1927 and the Local Government have asked us to prepare a programme of revised instalments in respect of the Rs. 45 lakhs loan.

8. The reduction of interest does not affect the arrangement by which we repurchase debentures from Government. If we had agreed to repay the loans in 30 equated instalments, the reduction of interest would have affected the instalments. The Bombay Port Trust and the Municipality have agreed to repay their loans in 30 equated instalments and their programme will therefore be affected by the reduction of interest. It seems that Government have asked these two bodies to submit a revised programme and by mistake have addressed a similar letter to us. It is accordingly suggested to inform Government that as we have not agreed to repay our loans in 30 equated instalments, the reduction of interest does not affect our method of repayment."

## Purchase of Debentures to be pledged with Government as Security for Advances.

Dates on which payments are to be made.	Value (in lakhs of Rupees) of Debentures to be repurchased on dates given in Column (1) in respect of the loan of.				Total Value (in lakhs) of Debentures to be repurchased in each year.
	Rs. 217 lakhs.	Rs. 89 lakhs.	Rs. 100 lakhs.	Rs. 70 lakhs.	
1	2	3	4	5	6
31st Mar. 1926	6	2	2	..	10
" 27	6	2	2	0'5	10'5
" 28	6	2	2	0'5	10'5
" 29	6	2	2	0'5	10'5
" 30	6	2	2	0'5	10'5
" 31	7	3	2	0'5	12'5
" 32	7	3	2	0'5	12'5
" 33	7	3	2	0'5	12'5
" 34	7	3	2	0'5	12'5
" 35	7	3	2	0'5	12'5
" 36	7	3	3	0'5	13'5
" 37	7	3	3	1	14
" 38	7	3	3	1	14
" 39	7	3	3	1	14
" 40	7	3	3	1	14
" 41	7	3	3	2	15
" 42	7	3	3	2	15
" 43	7	3	3	2	15
" 44	8	3	3	2	16
" 45	8	3	3	3	17
" 46	8	3	5	3	19
" 47	8	3	5	3	19
" 48	8	3	5	3	19
" 49	8	3	5	3	19
" 50	8	3	5	4	20
" 51	8	3	5	4	20
" 52	8	4	5	6	23
" 53	8	4	5	6	23
" 54	8	4	5	6	23
" 55	8	4	5	6	23
" 56	...			6	6
	217	89	100	70	476

## (b) Chief Officer's note, dated 16th May 1927 :—

" I have seen Mr. Dalal, the Deputy Secretary Finance Department, regarding this matter and have explained to him that as we are paying by fixed instalments the reduction in the rate of interest does not affect the programme for repayment of the loan. I suggest we advise the Committee to reply the Government accordingly.

2. The saving to us by reason of the reduction in the rate of interest will amount to Rs. 78,750 per annum. Our thanks are due to the Government of Bombay for the interest they have taken in the matter."

## (c) Finance and Establishment Sub-Committee's Resolution No. 48, dated 19th May 1927 :—

"RESOLUTION No. 48.—The Improvements Committee should be recommended to reply to Government as suggested by the Chief Officer in his note, dated 16th May 1927.

**Resolution 321.**—The Finance and Establishment Sub-Committee's Resolution No. 48, dated 19th May 1927, should be adopted.

26.

Re: Guzri Bazar, plot No. 18—Lease for 5 years of.

Considered the following :—

## (a) Estate Agent's No. 5797 of 20th May 1927 :—

" I have the honour to report that Mr. Mirza Yahya negotiated for the lease of the above plot for a period of 5 years through Mr. E. M. Gilbert Lodge.

2. The plot is a corner plot, and is situated at the junction of Chamber Lane and Parel Road and is shown bounded red on the accompanying plan.\*

3. The area of the plot is 640 sq. yards, and the rate offered is annas 8 per month (exclusive of Municipal Taxes) per sq. yard. The ground rent will therefore amount to Rs. 320 per month and works out to a rate of Rs. 100 per sq. yard for the land.

4. The applicant wishes to erect structure to be used as shop (not being liquor or toddy shops) or godowns.

5. The conditions on which the application is based are the Trust's usual normal conditions for 5 years leases, and acceptance of the offer is recommended and it is requested that the Improvements Committee's sanction may please be obtained for the same."

## (b) Chief Officer's note, dated 20th May 1927 :—

"Acceptance recommended."

**Resolution 322.**—The offer is accepted.

27.

Re: Scheme No. 47, Case No 92—Lease of a portion of land in.

Considered Estate Agent's No. 5796 of 20th May 1927 :—

" I have the honour to forward herewith plan \* No. 69, dated 14th May 1926, on which is shown by a yellow boundary line a portion of Case No. 92 Scheme 47.

2. This plot which consists of 83.22 sq. yards, was let last year to one Mr. E. S. Fanibanda for a period of one year from 16th April 1926 to 15th April 1927, at a monthly rent of Rs. 63 and unlike the other temporary Lessees, he was allowed to open a Toddy and a liquor shop in the shed put up by him on the above plot.

\* Not printed.



3. The tenancy of Mr. Fanibanda expired on 15th April 1927 and he has by his letter, dated 9th April 1927, informed this office, that he had sold his shed to one Mr. Sorabji Ookerji Umrigar, to whom the Trust may, if they choose, grant a fresh lease.

4. Mr. Umrigar likewise wishes to take up the plot herein, on the Trust usual conditions, on a five years' lease at the same monthly rent of Rs. 63 and he agrees that he will not open any toddy or liquor shop in the premises.

5. This rent gives to the land a rate of Rs. 150 per sq. yard, which is fair and it is requested that the Improvements Committee's sanction may please be obtained for the same.

6. Dr. M. F. Bisni, had some time back offered to take this plot at Rs. 100 a sq. yard. As the plot is a very narrow one, he informed the undersigned that he was negotiating with the G. I. P. Railway Authorities for getting a lease of some of the Railway Company's land in the rear of the plot so that Municipal Byelaws regarding rear open spaces may be satisfied. Dr. Bisni saw the undersigned on the 29th Ultimo and stated that he did not want to go in for Plot No. 92 as the negotiations with the Railway Authorities failed. He now thinks of applying for plot No. 19 Guzri Bazar."

**Resolution 323.**—The offer is accepted.

28. Re: Regularization of short postings made by the Engineering Department.

(Ref. C. R. 173, dated 29-3-27.)

Considered Finance and Establishment Sub-Committee's Resolution No. 21, dated 5th April 1927 :—

" \* \* \* \* \*

2. The Municipal Commissioner should be requested, with the sanction of the Corporation, if necessary, to lend the services of Mr. Bird for the purposes of the test audit of the stores accounts and of the shortages referred to."

**Resolution 324.**—The recommendation made by the Finance and Establishment Sub-Committee in para 2 of their Resolution No. 21, dated 5th April 1927 is approved.

29. Re: Notice of motion by Dr. Viegas, dated 20th May 1927.

"At the next meeting of the Improvements Committee I shall move :—

'That considering that about Rs. 53,000 are provided for Conveyance Allowances for Officers and employees in the Budget Estimates for 1927-28, the Chief Officer be requested to report what economies can be effected in these allowances other than those recommended by him.'

The motion dropped as Dr. Viegas was not present.

30. The following documents was executed :—

Agreement by Mr. Bhau Mangalia Mhatre for temporary occupancy of plot No. 697 (portion), Dadar-Matunga Estate, Scheme 5.

31. The following papers were laid on the table:—

1. Purchase orders sanctioned by the Chief Officer, under Section 22(1) of the Act.
  2. Work Orders sanctioned by the Chief Officer, under Section 22(1) of the Act
  3. Sale of materials sanctioned by the Chief Officer, under Section 22(1) of the Act.
  4. Temporary lettings sanctioned by the Chief Officer, under Section 22(1) of the Act.
  5. Chief Officer's sanction dated 10th May 1927, to the payment of Re. 1 to the Presidency Executive Engineer, Bombay, Public Works Department, being the nominal ground rent on account of erection of a temporary latrine on Parel Road.
  6. Charge receipts of roads etc., handed over to the Municipality.
  7. Chief Officer's sanction, dated 11th May 1927 to the write off from the Engineer's register of 210 copies of printed map of the Island of Bombay.
  8. Estate Agent's No. 5696, dated 19th May 1927, informing that in pursuance of Committee Resolution 269, dated 10th May 1927, re-entry was made on plots 542 to 544, Dadar-Matunga Estate.
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# Bombay Improvement Trust.

ESPLANADE ROAD,<sup>7</sup>

Bombay, 31st May 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 4.10 P.M. (S.T.) there were—

## PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman*.
  2. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., M.L.C.
  3. MR. L. R. TAIRSEE.
  4. MR. S. L. SILAM, B.A., LL.B.
  5. MR. B. G. HORNIMAN.
  6. MR. NAOROJI M. DUMASIA.
  7. MR. HOSENALLY M. RAHIMTOOLA, B.A., M.L.C.
  8. SIR REGINALD SPENCE, KT.
  9. MR. S. B. BILLIMORIA, M.B.E.
  10. MR. S. D. SAKLATVALA.
  11. MR. R. D. BELL, C.I.E., I.C.S.
  12. MR. W. H. NEILSON, O.B.E.
  13. THE HON'BLE MR. G. A. THOMAS, C.I.E., I.C.S.
  14. MR. GANPAT KRISHNAJI BORADE.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.  
MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meeting, held on 24th May 1927, were signed.

Before the commencement of the proceedings, the Chairman stated that Dr. Viegas had written a letter and asked the Committee to excuse his absence and offered sympathy and condolence on the death of his wife.

1. Re : Scheme No. 51—Century Mills Housing Scheme alteration in.

Considered the following :—

- (a) Letter from Messrs. C. N. Wadia & Co., dated 20th May 1927 :—

“ With reference to the Committee's Resolution No. 165, dated the 24th March last, we beg to request that as we have paid to the Board the sums due under Section 46(3) of the Act, the Committee may be moved to alter the Scheme under Section 37(2) by the omission therefrom of Blocks B and C on the accompanying plan.\*

2. We also request that the Committee will now grant to the Company a lease of Block A, for a period of 28 years at a nominal rent of one rupee per annum as provided in the Act, and a conveyance of Block B.

3. It was arranged in 1923, that plot C, should revert to the Trust.

\* Not printed.

4. We agree to keep a strip 5 feet in width along the eastern boundary of Block A, open and unbuilt upon, and to permit the Board to lay a sewer therein should they find it necessary to do so. The conveyance in respect of this land to be granted on the expiration of the lease will also make provision for this.

5. As regards Block B, we agree to the following conditions :—

- (a) The lay-out of the land and the plans, etc., of the buildings to be erected thereon shall be subject to the Board's approval.
- (b) The height of the buildings shall not exceed a ground and three floors.
- (c) The user of the buildings and land shall be confined to shops, chawls, offices, residences, godowns and a wireless and broadcasting station.
- (d) All buildings to be set back 15 feet from the road on the south and the same distance between the points F. and G. from the 40 ft. road on the west.
- (e) An open space 10 ft. in width if ground floor buildings are erected, or 15 feet in the case of higher buildings, to be left along the south side of the boundary D. E.
- (f) An open space 15 feet in width to be left along and within the boundaries between Blocks A and B.
- (g) Cost of and incidental to the conveyance and stamp duty to be paid by the Company.

6. It is understood that at the end of the period of lease, Block A is to be conveyed to us as freehold land."

(b) Chief Officer's note, dated 21st May 1927 :—

"This Scheme was sanctioned in 1919 and provided for the acquisition of the land by the Board and the filling in of the site and the construction of the buildings by the Century Spinning and Manufacturing Co., Ltd.

2. The Company originally intended to erect 44 blocks of buildings containing 980 rooms and 20 shops and have in fact completed 476 rooms and 10 shops.

3. Owing to the construction by the Development Department of a very large number of rooms in the immediate vicinity more than sufficient accommodation has been provided and there is no necessity for the Company to complete the full number of rooms. They, therefore, ask the Committee to alter the Scheme in the manner proposed in their letter and there is no objection to this being done especially as the Company has refunded to the Board the amount, with interest, spent on the acquisition of the land."

**Resolution 325.**—The Scheme should be and the same is hereby altered by the exclusion of Blocks B & C on the Estate Agent's plan No. 98, dated 17th May 1927.

- 2. A lease of Block A for a period of 28 years should be granted to the Company on the terms mentioned in paras 2 & 4 of Messrs. C. N. Wadia's letter, dated 20th May 1927.
  - 3. Block B should be conveyed to the Company on the terms and conditions mentioned in para 5 of the Company's letter.
  - 4. Block C will remain the property of the Board.
-

2. Re : Scheme 57—Sewri Quarry No. 2—Request for the postponement of suit for  
ejectment and recovery of arrears in.

( Ref. C. R. 167 of 29th March 1927. )

Considered the following :—

(a) Letter from the Contractor, Mr. D. M. Billimoria, dated 21st May 1927 :—

“ I humbly beg leave to approach you with the following my humble petition for your kind consideration.

I have been recently served with a Solicitor's notice demanding delivery of possession of Quarry No. 2, Sewri and Wadala Estate, Scheme No. 57, and your Estate Agent had been to the Quarry to take possession thereof accordingly. I also understand that your office has sanctioned the institution of a suit for the recovery of arrears due from me.

In this connection I beg to bring to your kind notice that the steps taken by your office are very hard as the default I have committed is pardonable in the circumstances.

The said Quarry No. 2 has been leased to me only in 1924, though for 12 years consecutively my attempts to let the same have uniformly been unsuccessful.

Since my taking up the lease, I have, up-to-date, remitted Rs. 88,500 in your office and the deposit amount of Rs. 7,000 still stands to my credit as security for the lease.

I have not as yet completed quarrying out stones for the amount already remitted. My application through my Solicitors requesting you to send to me the measurements of stones already quarried has not hitherto been responded to.

As per the provisions of the Supplement-agreement of 20th October 1926, I am allowed interest at 10 per cent. per annum on all outstanding amounts due to me and the procedure now adopted by your office runs contra to this provision, as on examination of accounts with the measurement of stones actually quarried out, it will be found that amounts do still stand to my credit.

I have been quite regular in my remittances till very recently, but owing to the general depression in the market, which is quite out of my control, the arrears in question have been brought about.

My dealing and conduct with your office in this transaction have been very honest and regular and I have done nothing whatsoever to prejudice the Trust or its interest.

In view of the circumstances I am now placed in, I humbly pray that you may be pleased to cancel the order of permission to institute the suit for arrears against me and graciously grant me a reasonably short time to pay up and clear all the outstanding arrears.

Praying once again that you may be pleased to consider my petition sympathetically.”

(b) Chief Officer's note, dated 26th May 1927 :—

“ Mr. Billimoria has been a defaulter for many months and his case has been before the Committee on several occasions. In July last he asked the Committee to extend the period of the license and to reduce the monthly payments; he stated that if this was done he would pay off the arrears at the rate of Rs. 500 per month. The period was extended by 12 months and the instalments were reduced from Rs. 3,733-5-4 to Rs. 2,500 per month. In spite of this, Mr. Billimoria's position is getting steadily worse and I am of opinion that his present request should be refused.”

Proposed by the Chairman—

“That Mr. Billimoria be informed that his request cannot be complied with.”

Mr. Neilson moved an amendment which was seconded by Sir Vasant Rao :—

“That the matter be referred to the Finance and Establishment Sub-Committee for consideration and report.”

The amendment on being put to the vote was declared *lost*.

The original proposition on being put to the vote was declared *carried*.

**Resolution 326.**—Mr. Billimoria should be informed that his request cannot be complied with.

3. Re : Parel Road South Estate—Plot No. 4—Application to cancel acceptance of building agreement.

Considered the following :—

(a) Estate Agent's No. 6280, dated 27th May 1927 :—

“I have the honour to state that the Improvements Committee by their Resolution No. 49, dated the 29th June 1926, accepted an offer for a 999 years' building lease of the above plot by Messrs. Sultanalli Mulla Rasoolji and Vazir Haji at a ground rent calculated at 6 per cent. on Rs. 250 per sq. yard per annum. The plot at that time was not available for building purposes, as there were some old buildings standing thereon, which have since been demolished.

2. The above gentlemen were in due course asked to pay the usual deposit of two years' rent amounting to Rs. 17,000 for the due compliance by them of the obligations under the building agreement.

3. Several letters were written to these gentlemen, but no reply was received from them, until the 6th of January 1927, when Mr. Vazir Haji stated that as far as he was concerned owing to the tightness of his finances he would not be able to proceed with the building operations on this plot.

4. Mr. Vazir Haji is an old client of the Trust, and so he was repeatedly asked to discuss this matter with the undersigned, but he stated that never having had to give up a plot to the Trust before, he was ashamed to come and discuss this matter.

5. Endeavours were made to get hold of his partner Mr. Sultanalli Mulla Rasoolji, and it is only recently that a letter\* has been received from him, dated the 25th May 1927, a copy of which is forwarded herewith, in which he states that owing to financial depression he also will be unable to build on the plot. The result is that both the applicants wish to give back the plot to the Board, and are willing that their deposit of Rs. 500 paid with their application should be forfeited.

6. The plot is well situated at the corner of Parel Road and Guzar Street, and as it is understood that the building tenants of plots Nos. 5, 6 and 7 have all received very good offers for their new buildings which are now under construction, it is considered that the Trust should have no difficulty in re-letting this plot at the same or a better rate in the near future.

7. As the deposit has not been paid, possession of the plot has not been given to the applicants, and neither has the usual building agreement been entered into, and in the circumstances it is, therefore, suggested that the Improvements Committee should release Messrs. Sultanalli Mulla Rasoolji and Vazir Haji from their obligations, and should cancel the acceptance of their offer, and forfeit their deposit of Rs. 500.”

\*Not printed.

## (b) Chief Officer's note, dated 28th May 1927 :—

" Mr. Vazir Haji has been taking up land from the Trust for the last 15 or 20 years and we have always found him a thoroughly reliable man. He builds to sell and is now erecting a large building on our land at the junction of Parel and Sandhurst Road, and, I understand, finds it impossible to finance the building on the new plot. In the circumstances I fear the only thing to do is to cancel the application."

**Resolution 327.**—The application accepted under Committee's Resolution No. 49, dated 29th June 1926, should be cancelled and the deposit of Rs. 500 forfeited.

4. Re : *Princess Street Estate—Plot No. 89—proposed additional floor to the building on.*

Considered Chief Officer's note, dated 21st May 1927 :—

" By their Resolution No. 448, dated the 10th November 1925, the Trustees decided to permit the present lessees of the above property to construct an additional floor on their building provided they paid a premium of Rs. 5,000.

2. On the 28th September last I placed before the Committee a letter from the lessee's solicitor, Mr. N. D. Bhat, in which he protested against the levy of the premium and asked that the matter should be reconsidered. In my report I observed that the matter had been fully considered by the Board and that I saw no reason why their decision should be altered. Consideration of the matter was, however, postponed in order that I might furnish a further report as to whether the lessees could have erected an additional floor in the first instance.

3. The layout of the Princess Street Estate and building rules relating thereto were sanctioned by the Board in 1905. The material part of the rule relating to the height of the main building was as follows :—

' The height of the main building shall not exceed the distance of the front or nearest external wall of such building from the opposite side of the street on which it will abut or 65 feet whichever is less. If the main building is to be erected on a corner plot so as to abut on more than one street, the height of such building shall be regulated by the wider of such streets so far as it will abut on such wider street, and also so far as it will abut upon the narrower of such streets to a distance of 40 ft. from the wider street."

4. The building in question stands on a corner plot but both of the roads are of the same width *viz.*, 40 feet.

5. The plot was let in 1913 and the building was erected in 1914. In this case and in that of the adjoining plot which was taken at the same time the rule relating to the height seems to have been relaxed to some extent as both buildings consist of a ground and three upper floors the top floor being set back.

6. I am not in a position to say definitely whether the original lessee would or would not have been permitted to erect a higher building but as other buildings erected about this period are not higher than this one I am of opinion that he would not have been allowed to do so.

7. The original lessee sold the building in 1920 ; the purchaser from him sold to the present lessees in 1925 and they must be presumed to have purchased with the knowledge that the Trust had the definite right, as stated in the lease, to levy a premium in case additions were sanctioned."

**Resolution 328.**—The lessee's solicitor be informed that the Committee does not see any reason to alter the orders passed by the Board in Trustees' Resolution No. 448, dated 10th November 1925.

5. Re: Scheme 32—New Kalapani Chawls—reduction of the rent of.

Considered the following :—

(a) Petition, dated 5th May 1927, from the Tenants :—

“ We, the tenants of the New Kalapani Chawl, beg to submit our grievances and hope that you will consider this petition favourably.

We are the displaced tenants and were paying Re. 1-7 to Rs. 3-1 as rent of the room per mensem and we were advised that the new chawls built would be let out at economic rent but we regret to inform you, we have to pay heavy rents such as Rs. 7-4, Rs. 7-8, Rs. 8, Rs. 8-4, Rs. 8-8, Rs. 8-12, Rs. 9, Rs. 9-4, Rs. 9-8 and so on as rent of each room.

Sir, we are mill hands and when we came to stay in this Chawl at that time we were getting handsome salary so we did not feel it too much. Owing to slump in business we can hardly draw Rs. 25 to Rs. 30 after completing the full working days and it is very inconvenient to pay such heavy rent and see our house affairs.

We therefore request you to consider our difficulty and reduce the rent so that we can pay the amount regularly and equal rent to be charged to all the floors. Owing to heavy rent very many have fallen into arrears.

Hoping you will grant our modest request and thanking you in advance.”

(b) Estate Agent's No. 5794, dated 20th May 1927 :—

\* \* \* \* \*

2. The New Kalapani Chawls were ready for occupation in October 1923. By Trustees' Resolution No. 698 of 16th October 1923, the present rents were fixed. They are Rs. 7-4 for the ground floor interior rooms, Rs. 7-12 for ground floor rooms abutting on the road, on upper floors an increase of annas 4 for each floor bringing up the rent of 3rd floor middle rooms to Rs. 8. The end rooms are charged Re. 1 more than the other rooms on the same floor.

3. These rents are very much below the economic rent of the rooms which is very nearly Rs. 14 a month. At present there is only one living room vacant. It was vacated only on the 10th instant and there is every chance of it being filled up during the course of a day or two.

4. As the rooms are now in good demand and as the rents charged in the New Kalapani Chawls are very much less than the rents charged by the Development Directorate for their Delisle Road Chawls, which are Rs. 9-8 for the ground, first and second floor, and Rs. 9 for the top floor with Re. 1 addition for each of the corner rooms, it is suggested that the applicants be informed that the present rents cannot be reduced.”

**Resolution 329.**—The petitioners should be informed that the Committee sees no reason to reduce the present rents.

6. Re: Scheme No. 32—Old Kalapani Chawl—request for the reduction of the rent of.

Considered the following :—

(a) Petition, dated 14th May 1927, from the tenants :—

“ We the undersigned tenants of the above Chawls most humbly and respectfully beg to lay the following few lines with a hope that they would receive your most sympathetic consideration.

That we are almost all mill-hands and the monthly rent we have to pay is Rs. 7-3 for one room, which is, for the present moment, as these days of trade decline, is very heavy for us to pay the rent regularly. During the War time we did pay the rent but your honour would take into consideration the fact, that we used to get sufficient



wages, and it was not heavy for us to pay the rent regularly at that time. Now we get not half as much salary we did during the war time and our wages are being curtailed day by day by the Mill Authorities.

If your honour would take the least trouble of enquiring from your Estate Agent as to the rent now recovered from Agripada Chawls, you will hear that they still pay the rent of Rs. 4-8 or Rs. 4-12 per room. Now your honour would see the difference of Rs. 3 we have to pay in excess every month although we are poorer than them.

We would invite your honour's attention to the fact, that we are displaced tenants, and the rent formerly we paid to the private landlords of our houses never exceeded Rs. 3 per month.

We do not wish to worry your honour with a long and lengthy story, but we most humbly request your honour to give your sympathetic consideration to this humble petition and *reduce our rent from Rs. 7-3 to Rs. 4-8 as you recover from Agripada Chawls for the present*, as the time through which we pass is very critical and serious and we are quite unable to pay the monthly rent of Rs. 7-3. We once more request your honour to feel pity on our poverty and do something in your power to redress our difficulties during these hard times for which we shall ever pray to God to shower down His choicest blessings upon your honour and grant you a long life."

(b) Estate Agent's No. 5853 dated 21st May 1927 :—

" \* \* \* \* \*

2. The rents in the Old Kalapani Chawls are uniform *viz.* Rs. 7-3 per room on any of the floors.

3. All the rooms are full and there is always demand for a room whenever one happens to fall vacant.

4. The tenants request that their rents may be reduced to Rs. 4-8, *i.e.* to the same level of rents of rooms in Agripada Chawls. This request is very unreasonable.

5. In these circumstances, the tenants have no proper grounds to ask for reduction of rents. It is therefore suggested that the applicants be informed that the rents cannot be reduced."

**Resolution 330.**—The petitioners should be informed that the Committee sees no reason to reduce the present rents.

7. Re: Dadar Matunga Estate—Plot No. 762—Permission to construct two motor garages and encroachment on open spaces on.

Considered the following:—

(a) Trust Architect's No. 1426, dated 23rd May 1927:—

"I have the honour to forward herewith plans\* received from the lessee's architects' *re:* the above plot, as per copy of letter\* dated 23rd instant. The sanctioned building area is shown bounded by yellow lines and the encroachments beyond the same are coloured in red. It is proposed to extend the two end bedrooms by only 2 feet 6 inches over the front as well as the side open spaces which are 30 and 20 ft. respectively. These may be allowed as architectural features and for the convenience of planning subject to proportionate extra rent being paid for the same. It may be pointed out that the lessee desires to adopt Indian style of architecture as shown on pencil drawings which have already been submitted by the Architect unofficially. It is also proposed to encroach over the rear and side open spaces by only the thickness of walling. This may be allowed for the convenience of planning on the same terms.

There are also two garages proposed over the side open spaces. They may be allowed subject to double rent being paid for the second garage."

\* Not printed.

(b) Estate Agent's No. 6033, dated 25th May 1927 :—

" \* \* \* \* \*

2. Under the proposal the sanctioned floor area of the building will be increased from 9,900 sq. ft. to 10,713 sq. ft. which is an increase of 8·2%. The ground rent should, therefore, be increased by 8·2% which will amount to an additional amount of Rs. 56 per annum.

3. The undersigned sees no objection to allowing two motor garages, as the plot is a large one; but further additional ground rent will be chargeable for the same at the rate of Rs. 25 per annum for every 100 sq. ft. covered by the first garage and at Rs. 50 for the second garage."

**Resolution 331.**—The proposals to extend the bed rooms and to encroach over the rear and side open spaces by the thickness of walling is sanctioned, subject to the lessee agreeing to pay an additional rent of Rs. 56 per annum.

2. The proposed two motor garages may be allowed subject to :—

(a) The Board's usual normal conditions contained in Trustees' Resolution No. 296, dated 27th September 1918, and No. 255, dated 22nd June 1920, and

(b) The payment of double premium in respect of the second garage.

8. Bombay Improvement Trust—Financial position of.

Considered Chief Officer's note, dated 26th May 1927 :—

"Many references have been made of late to the financial position of the Trust and to the so called losses incurred during the last few years. I referred to this matter at length in a speech which I made when the Budget was under discussion by the Board but as this was not reported and as I shall be going on leave in the course of a few days I deem it expedient in the interests of all concerned to place on record what I then said bringing the facts up to date so as to include actual results up to the end of the financial year 1926-27.

2. In 1919 the Board determined to enter on a very extensive programme of work which included the acquisition of large areas of land and the provision of building sites for all classes of the community. The Trustees realized that it would take a long time to carry these schemes to completion and that for several years they would have to pay part of their interest charges out of Capital.

3. By law the Trustees are required to keep two main accounts *viz.* the General Account and the Capital Account. The former is credited with all rents and other revenue receipts and debited with the cost of upkeep of the estates, all Municipal rates and taxes, a share of the cost of management and establishment and all interest and sinking fund charges on loans raised.

4. Section 92 (2) of the Act provides that if at the end of the financial year there is a balance standing to the credit of the General Account that balance shall be credited to the Capital Account. This is no doubt a wise provision because it tends to reduce the amount of capital borrowed, but the result is that the Board is unable to build up a revenue reserve out of which to pay interest when necessity arises.

5. To meet the difficulty referred to in the last paragraph, Section 88 (3) of the Act enables the Board to borrow capital for the purpose of paying interest up to a prescribed limit. That limit is 15 per cent. of the capital debt. If therefore at the end of the year the General Account shows a deficit that deficit is debited to Capital. It is these deficits that have been referred to as losses. In reality they are not losses as they will be recovered when the lands are let.

6. Up to the end of the financial year 1921-22, the Board had made profits amounting to rather over Rs. 139 lakhs.

7. The deficits up to the end of 1926-1927 including those made in the earlier years of the Trust's existence amount to Rs. 90.52 lakhs.

8. Up to date therefore the surpluses exceed the deficits by rather over Rs. 48 lakhs.

9. At the end of 1922 we prepared a forecast showing year by year what our net revenue would be likely to amount to and also the expenditure. We found, so far as we could then see, that the Trust would have to pay part of its interest charges out of Capital up to the end of the year 1934-35.

10. The following statement shews how the actuals have compared with the forecast up to March 31st 1927.

#### Statement.

*In Lakhs of Rupees.*

Year.	Net Revenue.		Interest and Sinking Fund Charges.		Result (Deficits.)	
	Actual.	Forecast.	Actual.	Forecast.	Actual.	Forecast.
1922-23 ...	57.01	56.64	64.07	64.06	7.06	7.42
1923-24 ...	57.69	59.71	74.23	77.52	16.54	17.81
1924-25 ...	63.50	60.52	80.67	87.50	17.17	26.98
1925-26 ...	65.77	60.85	93.67	93.92	27.90	33.07
1926-27 ...	71.71	65.35	90.52	99.14	18.81	33.79
Totals ...	315.68	303.07	403.16	422.14	87.48	119.07

NOTE.—In 1925-26 the Government of India altered the date of payment of interest on advances taken from them from January 1st to March 31st. The Board, therefore, paid 15 months' interest instead of 12 in that year. This resulted in the deficit for that year being increased by about Rs. 7 lakhs.

11. In my speech on the Budget I stated that the deficit for the year 1926-27, was originally estimated at Rs. 25.71 lakhs but that the revised estimate was Rs. 22.68 lakhs. It will be seen that there is an improvement on the revised estimate of nearly Rs. 4 lakhs. I also stated that the deficit in 1927-28 was likely to be Rs. 25.46 lakhs as compared with the forecast of Rs. 32.19 lakhs. As the result of nearly two months' working it appears that it will be at least Rs. 1 lakh less and probably a good deal more.

12. Up to the end of 1926-27 actual nett receipts are Rs. 12.61 lakhs more than was estimated when the forecast was prepared in 1922. As interest and sinking fund charges are less by Rs. 18.98 lakhs there is a nett improvement of Rs. 31.59 lakhs. Actually we are in a better position than the figures show because we have a large sum (about Rs. 20

lakhs) locked up in Police Accommodation schemes which were not taken into account when the forecast was prepared as they had not then been sanctioned. Revenue from these schemes will be received in future years but in the meantime the general account is being debited with the interest and sinking fund charges on the amounts spent on them.

13. The results must, I submit, be considered eminently satisfactory. They have been obtained by very careful management of the Board's estates, which now aggregate over Rs. 140 lakhs of square yards, and by postponing capital expenditure,

14. When the 1922 forecast was prepared it was not anticipated that the general depression would continue for so long as it has done. It was thought then that the deficits would reach their maximum in 1926-27 and that after that year they would begin to diminish and finally disappear in 1935-36. It is not now likely that this will be the case as land is not letting as freely as was anticipated. It is probable therefore that the deficits will continue for a few years beyond 1935-36 but I do not anticipate that the aggregate amount will be materially more than was originally estimated. We shall obtain during the current year some relief by reason of the reduction in the rate of interest on one of the loans taken from the Government of India and there is every reason to believe that a similar reduction on a very much larger loan will be granted next year. These reductions were not foreseen when the forecast was prepared and as they will probably amount to about Rs. 3 lakhs per annum their effect will be considerable.

15. On the whole I am of opinion that the position is satisfactory. Much of course depends on the state of the land market in the future and this in turn depends on the prosperity of Bombay. The City like every other great town has its good times and its bad. It has passed through a long cycle of lean years and it may reasonably be anticipated that the good ones are not far away."

**Resolution 332.**—The Chief Officer's note, dated 26th May 1927, should be recorded and a copy thereof be sent to the Board for information,

9. Re: Scheme 57—Sewri—Profit and Loss Account of the removal of the Hill at—  
for 1925-26.

Considered Chief Accountant's note, dated 26th May 1927:—

"The Profit and Loss account furnished by the Engineer shows a profit of Rs. 17,470-11-5, as per particulars below:—

	Rs.	a.	p.	Rs.	a.	p.
Opening balance, i.e. Profit ...	30,474	3	0			
Receipts on account of sale of materials ...	1,39,306	13	10			
Stock in hand including cost of Machinery	2,09,061	15	9			
				3,78,843	0	7
<i>Deduct—</i>						
Cost of Machinery and stock held on 1st April 1925 ...	1,84,696	4	5			
Expenditure on account of labour and supply bills as well as Municipal Taxes...	1,46,201	13	9			
				3,30,898	2	2
Total Profit as on 31st March 1926 ...					47,944	14 5
<i>Less—</i>						
Profit as on 31st March 1925 ...				30,474	3	0
Profit during 1925-26 ...				17,470	11	5

In estimating the value of stock of materials held in hand the Engineer has taken the rate which has been sanctioned for Trust Schemes."

**Resolution 333.**—Referred to the Works Sub-Committee for consideration and report.

10. Re: Scheme 29—Nowroji Hill—Profit and Loss Account of the removal of the Hill at—for 1925-26.

Considered Chief Accountant's note, dated 26th May 1927 :—

"Profit and Loss account furnished by the Engineer, shows a profit of Rs. 3,588-10-8, during the year as per particulars below:—

	Rs.	a.	p.	Rs.	a.	p.
Opening balance, i.e. Profit ... ..	53,075	13	8			
Receipts on account of sale of materials ...	1,14,558	5	4			
Stock in hand including cost of Machinery	57,648	11	7			
				2,25,282	14	7
<b>Deduct—</b>						
Cost of machinery and stock held on 1st April 1925 ... ..	49,159	11	6			
Expenditure on account of labour and supply bills as well as Municipal Taxes and Electric charges ... ..	1,33,916	1	10			
<b>Less—</b>						
Unusual charges for removal of earth by B. D. D. and of installation of plant to be spread over four years from 1st April 1926 ... ..	14,457	7	1			
				1,19,458	10	9
				1,68,618	6	3
Total Profit as on 31st March 1926 ... ..				56,664	8	4
Less Profit as on 31st March 1925 ... ..				53,075	13	8
Profit during 1925-26 ... ..				3,588	10	8

In estimating the value of stock of materials held in hand the Engineer has taken an average rate of sales effected in the 2nd half of 1925-26."

**Resolution 334.**—The Profit and Loss Account should be recorded.

11. Re: Supply of Bitumen for the working season 1927-28—Tenders for.

Considered Engineer's No. 5167 of 25th May 1927 :—

"I have the honour to report that in reply to my request for quotations for the supply of 100 tons of Bitumen required for the construction of foot-paths and 2nd class roads, only three firms have answered as follows :—

- (1) The Asiatic Petroleum Company—Rs. 115 per ton delivered at the Trust works which for 100 tons would amount Rs. 11,500.
- (2) The Standard Oil Company—Rs. 120 per ton delivered at the Trust Works which for 100 tons would amount to Rs. 12,000.
- (3) Messrs. Volkart Brothers—Rs. 120 per ton delivered at the Trust works which for 100 tons would amount to Rs. 12,000.

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As we have already used the Asiatic Petroleum Company's product known as Spramex with complete satisfaction and as their quotation is the lowest, I beg to recommend the acceptance of their tender.

This supply will carry us on to the end of the working season 1927-28.

The three tenders in original are forwarded herewith which may please be returned when done with."

**Resolution 335.**—The tender by Messrs. The Asiatic Petroleum Co. is accepted.

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12. Re: Engineer's Department—Rent-free quarters.

Statement showing the names of the employees of the Engineer's Department occupying rent-free quarters.

No.	Name.	Designation.	Salary.	Locality.		Standard rent of the building including the Municipal taxes as fixed by the Estate Agent.	Rent at 10% of the Officers Emoluments per month.	Amount of rent to be debited to Scheme on account of rent free quarters monthly.	Nature of Establishment.
				Scheme No.	Case No.				
			Rs.			Rs. a. p.	Rs. a. p.	Rs. a. p.	
1	Mr. J. N. Dandekar ...	Account's Clerk Scheme 52.	110—20	56	186 A	32 2 7	13 0 0	32 2 7	Temporary.
2	Mr. C. A. Attawar ...	Sub-Engineer ...	375	6	966	98 10 0	37 8 0	98 10 0	Permanent.
3	Mr. J. W. Brown ...	Store-keeper...	200	6	966	98 10 0	20 0 0	98 10 0	Temporary.
4	Mahomed Latiff ...	Camp Inspector ...	150	6	S. P. Sheds	20 0 0	15 0 0	20 0 0	Do.

MEETING OF THE IMPROVEMENTS COMMITTEE OF 31ST MAY 1927.

**Resolution 336.**—The provision of free quarters for the employees holding the posts shown in column 3 of the statement is approved.

13. *Re: Transfer of the Engineer's Accounts to the Chief Accountant's Office.*

Considered Report of the Finance and Establishment Sub-Committee No. 14, dated 26th May 1927:—

“With reference to Committee's Resolution No. 235, dated 19th April 1927, asking us to report on the Notice of motion by Dr. Viegas *re* the transfer of the Engineer's Accounts Section to the Chief Accountant's Department, we beg to report that we have considered the proposals made by the Chief Officer, in his note,\* dated the 23rd May 1927, and recommend the same for the sanction of the Improvements Committee.

\**Chief Officer's Report, dated 23rd May 1927—*

“With reference to Finance and Establishment Sub-Committee's Resolution No. 44, dated 13th May 1927, I beg to report that I have now considered the Engineer's proposals and the Chief Accountant's remarks thereon and have formulated the scheme detailed below.

2. The following is a list of the items of work done in the Engineer's office:—

- (1) Stores in Stock Accounts.
- (2) Tools and Plant Accounts.
- (3) Deposits Accounts.
- (4) Advances Accounts.
- (5) Establishment Service Register.
- (6) Estimates for Works.
- (7) Budget Estimates.
- (8) Work Orders and Purchase Orders.
- (9) Profit and Loss Accounts.
- (10) Petrol Account.
- (11) Garden Account.
- (12) Flower Account.
- (13) Imprest Account.
- (14) Disposal of Government Audit Notes.
- (15) Revenue Accounts.
- (16) Costs Ledger.
- (17) Municipal Taxes.

3. *Stores in Stock Accounts*—This account is divided into two parts, viz.:—(a) Stores Outside the Schemes and (b) Materials at Site within the Schemes.

(a) *Stores outside the Schemes.*—These Accounts are kept at Agripada Stores, Scheme 5 and Maintenance Branch Stores. In addition, the Engineer maintains a detailed account at Matunga and the Chief Accountant maintains a general consolidated account of the above. It is proposed that the Stock books maintained at Agripada, Scheme 5 and the Maintenance Branch Stores should continue to be maintained there, that no account should be kept in the Engineer's Office and that the Chief Accountant should maintain Accounts of the Stores in detail *i.e.* showing quantity and value of each kind of articles.



The Store-keepers should, when issuing stores, send a memo in triplicate through their Engineers to the Engineers in charge of Schemes supplied, showing the description, quantity and value of Stores supplied, and also the heads to which credited in their books; one copy of this memo should be returned immediately by the Engineer in charge of the scheme supplied to the Engineer of the Supplying Schemes acknowledging the receipt, one copy should be retained and one copy should be passed on to the Chief Accountant showing the heads to which the amount should be debited. The Engineer in charge of the Scheme should issue to the Engineer every half year a certificate showing description, quantity and value of Stores in his possession and this certificate will be passed on to the Chief Accountant for checking with his books. The Engineer should certify once a year that the Storekeeper's stock is correct.

(b) *Materials at Site within the Schemes.*—The Engineer in charge of the Scheme should maintain a register showing quantity, rate and value. He should inform the Chief Accountant of any credit and debit when the materials are issued to Works.

Each quarter the Engineer in charge of the Scheme should certify through the Engineer as to the quantity of each kind of material with values. Once a year the Engineer should issue a certificate that he has checked the Stock and found it correct.

4. *Tools and Plant Account.*—This consists of:—

(a) Tools and Plant outside the Schemes.

(b) Tools and Plant in charge of Scheme Engineers.

(a) *Tools and Plant outside the Schemes.*—These Tools and Plant are stored at the Agripada Stores and some of the Schemes and the Stock Register should be maintained by the Superintendent of the Stores and the respective Scheme Engineers, the same procedure as regards adjustment memos, certificates of Stock-taking should be followed as in the case of Stores in Stock. No account of this need be maintained in the Engineer's Office but an account should be kept in the Chief Accountant's Office in the same way as in the case of Stores in Stock.

(b) *Tools and Plant in charge of Scheme Engineers.*—The same procedure should be followed as in the case of the materials at Site Accounts.

5. *Deposit Accounts.*—(Other than those in respect of quarries). The Engineer need not keep any accounts but should keep a simple register which will contain the information required by him. The Engineer will forward proposals for adjustments and refunds of deposits to the Chief Accountant.

*Deposits (in respect of Quarries).*—The Engineer should continue to keep an account at site showing the amount deposited and the quantity and value of material drawn against the deposit.

6. *Advance Accounts.*—The Engineer will maintain a simple register showing the name, work for which granted and amount. The Engineer will send to the Chief Accountant proposals for adjustments and recovery of advances.

7. *Establishment Service Registers.*—The Engineer maintains Service registers of the Scheduled Staff and the Chief Accountant maintains a similar register. I do not see any necessity for the Engineer to maintain this register in its full form. He should only maintain a register showing designation, name, date of appointment, pay and date of increment. This would be sufficient for the preparation of establishment bills. Leave applications will in future be submitted through the Engineer to the Chief Accountant who can certify what leave is due and submit it to the Chief Officer for sanction or placing before the Committee as the case may be.

The same procedure should be followed by the Estate Agent.

8. *Estimates for Works.*—The Accounts Branch is not concerned with this.

9. *Budget Estimates.*—The Estimates are received from the Scheme Engineers and a consolidated statement is prepared by the Engineer. This practice should continue.

10. *Work Orders and Purchase Orders.*—A register for each Scheme should be maintained at the Engineer's Office at Matunga, showing date, name of contractor, amount, date on which order expires and the advances made.

11. *Profit and Loss Accounts (Quarries).*—These Accounts will as at present be prepared at the Quarry and submitted to the Chief Accountant through the Engineer.

12. *Petrol Account.*—No petrol will in future be supplied to any employee of the Trust except in case of emergency.

13. *Garden Accounts.*—Should be maintained either at Matunga or Mahaluxmi as the Engineer may decide.

14. *Flower Account.*—The Garden Superintendent will prefer bills in duplicate for flowers etc., supplied and send the duplicate to the Chief Accountant's Office where a register will be maintained to watch the recovery of bills.

15. *Imprest Account.*—This will continue to be maintained in the Engineer's Office at Matunga.

16. *Disposal of Government Audit Notes.*—The Chief Accountant will deal with these after obtaining information from the Engineer, whenever necessary.

17. *Revenue Accounts.*—The money will continue to be received at the Matunga Office where it will be made over to the pay clerks of the Chief Accountant's office as hitherto.

18. *Costs Ledger.*—This Account should be discontinued.

19. *Municipal Taxes.*—These consist of:—

(a) Property Taxes,

(b) Taxes on Vehicles and Water.

(a) *Property Taxes.*—A register for these is at present maintained at the Scheme Offices. I am considering the question of transferring this work to the Estate Agent's Office.

(b) *Taxes on Vehicles and Water.*—Details are furnished by the Scheme Offices to the Engineer's Office, from which a consolidated statement is prepared and sent to the Assessor and Collector who forwards a bill for the same to the Engineer's Office by whom it is passed on to the Chief Accountant for payment. This procedure will continue.

20. The Scheme Offices at present maintain (1) Works Register (2) Day Book and (3) Periodical Abstract of Scheme expenditure. It is proposed to discontinue these Accounts. The Chief Accountant who now keeps accounts of main heads will in future maintain a subsidiary account under a few more detailed heads as may be advised by the Engineer. Bills will be submitted to the Chief Accountant's office by the Engineers in charge of Schemes duly countersigned and certified as to the articles received and measurements taken.

21. In order that the Engineer may be in a position to check expenditure the Chief Accountant will forward to him every month a summary for each scheme showing (a) Head of Account and Sub-Heads, (b) Sanctioned Estimate, (c) Budget provision for the year, (d) Total expenditure to end of previous year, (e) Total expenditure for current year (f) Total expenditure to date and (g) Remarks.

22. It is suggested that the Engineer should keep the necessary staff for doing the work proposed to be maintained in his office and transfer the rest of the staff and the work to the Chief Accountant who will submit a detailed report of the working of the Scheme after some time along with any proposals for retrenching the staff that may be necessary."

**Resolution 337.**—The Report No. 14, dated 26th May 1927 of the Finance and Establishment Sub-Committee should be adopted.

14. Re : Scheme No. 37—Cases No. 53 and 71—Reinstating two urinals in.

Considered Estate Agent's No. 5990, dated 24th May 1927:—

"I have the honour to forward herewith a copy of plan\* No. 101 of 23rd May 1927, showing thereon bounded by red lines the two Cases noted above, used as public urinals. These cases have been postponed sine die by the Land Acquisition Officer, pending completion of negotiations with the Municipality for the removal and reinstatement of the said urinals elsewhere.

2. The urinal in Case No. 71 was demolished about a year ago, with the permission of the Municipality, as the plot on which it was standing viz. plot No. 24 was let on building lease, and as the lessee was greatly impeded in his building work by the existence of the said urinal. As regards the urinal in case No. 53, it is still standing.

3. As the Trust operations in this part of the Sydenham Road Scheme necessitated the shifting of the urinals in question elsewhere, a new site for their reinstatement had to be selected. The only suitable site that could be made available for a large urinal in place of the two existing small ones, is the one coloured red on the plan. It measures 20 ft. in width by 24 ft. in depth, and the lessees of the permanent new buildings to be erected on the plots on either side will not be allowed to open doors or windows on the ground floor facing the urinal. The proposed new site was approved by the Health Officer of the Municipality but the area allotted was deemed by that Officer to be inadequate for the location of a new dust-bin stand in place of the one removed from Chunam Kiln Street, as also for a combined latrine and urinal which the Municipality thought it necessary to erect in this locality, as in their opinion there was every likelihood of the combined sanitary convenience to be thus provided being extensively used.

4. To meet the requirements of the Health Department, the original site coloured red was extended so as to include the portion coloured yellow and measuring 14 ft. in depth, to be used solely for dust-bin carts, without erecting thereon any building or structure of any kind. This additional portion, it may noted, cannot be built upon under the terms of an agreement with the owner of the building on the North and there is therefore no objection to the area coloured yellow being used for locating a dust-bin stand. The site thus extended, which is shown in green lines and marked A, B, C and D having been found suitable and adequate by the Health Officer for all his requirements, has been agreed to by him.

5. The cost of reinstating the two urinals in question on the new site has been estimated by the Municipality at Rs. 475. This estimate has been checked by the Trust Engineer and agreed to by him.

6. It has also been agreed that the work of constructing the new urinals etc. should be carried out by the Municipality the Trust undertaking to pay Rs. 475 for the said work and to hand over the proposed site to the Municipality for the new urinals and dust-bin carts, free of charge.

7. The favour of your approval to the above arrangement and obtaining the sanction of the Improvements Committee thereto is requested."

**Resolution 338.**—The arrangement referred to in para 6 of the Estate Agent's letter No. 5990, dated 24th May 1927 is sanctioned.

15. Re : Scheme No. 62—Love Lane Chawls—Block I.—Complaint in respect of Shop No. 7—from the tenant of.

Considered the following:—

(a) Letter, dated 20th May 1927, from the Hindu tenants:—

"We, the undersigned, beg to lay the following few lines before you, which we trust will meet with your kind consideration.

\*Not printed.

We are tenants in the block No. 1 of the Bombay Improvement Trust Chawls Love Lane. Shop No. 7 in this Block has been let to a Mahomedan Tea Shop-keeper. This shop is situated near the staircase, which leads to our rooms on the floors above. Consequently, we, our womenfolk and our children, have to pass this shop whenever going up and coming down. This being a tea shop all sorts of persons assemble here, and it is very inconvenient and annoying to our ladies to pass by this shop. Further, this shop-keeper cooks beef and meat, and we being Hindus cannot tolerate it all.

Please do not consider this complaint as having been done out of prejudice and spite, for we are all Hindus and the tea shop-keeper is a Mahomedan, but we assure you that proper investigations in the matter will prove our allegations to be too true.

We, therefore, most humbly and respectfully request you to take necessary steps in the matter, and have this shop removed from here, and thanking you in anticipation."

(b) Estate Agent's letter No. 6185, dated 26th May 1927:—

" \* \* \* \* \*

2. On inquiries it is ascertained that the grievances of the Hindoo tenants are due mainly to disputes arising at the water tap.

3. The tea shop-keeper does not cook any beef or meat but he gets his food from outside and warms the same in the small space screened off at the back of his shop.

4. It is also ascertained that the whole of the complaint is engineered by a rival Mahomedan tea shop-keeper with whom the shop-keeper complained against is not on good terms.

5. The shop is kept very clean and tidy and there is no cause for evicting the shop-keeper.

6. Under the circumstances it is suggested that the application may be recorded."

**Resolution 339.**—The petitioners should be informed that the Committee is of the opinion that the shop creates no nuisance.

16. Re: High Court Suits C. F. X. Fernandez and others for recovery of forged bonds.

( Cir. No. 82 of 2nd May 1927. )

**Resolution 340.**—Messrs. Little and Company should be informed as advised by them that the Board are not concerned with the judgments in these Suits or with any appeal filed against them and are not prepared to authorize any appeal.

17. Re: Suparibaug Estate—Plot No. 42—re-entry on.

Considered Estate Agent's No. 5983, dated 24th May 1927:—

" I have the honour to state that the above plot was agreed to be leased to Mr. Purshotam Haridas under Trustees' Resolution No. 84, dated the 1st March 1919, at a rent based on Rs. 18 per sq. yard and the annual ground rent is Rs. 544.

2. The possession of the plot was given on the 29th October 1919 and the rent commenced to accrue on the 30th October 1920.

3. The Building plans were passed on the 15th February 1922 and the revised plans were approved on 10th January 1923 but no building work above plinth level has been carried out. The building period which expired on the 29th April 1921 was extended upto 31st December 1926.

4. There is a katcha hut standing on the land put up by the building tenant which is at present occupied by the watchman of the mortgagee.

5. The ground rent amounting to Rs. 408 for three quarters is in arrears. At the time of letting the building tenant deposited with the Board the sum of Rs. 1,200 in 5½% Indian War Bonds 1922, which were in 1921 converted into 6% Bonds 1926. These securities were redeemed in September 1926 and the cash credited to deposit account Rs. 1,200 and the interest on securities till redemption Rs. 530-8-0.

6. The address of the building tenant is not known to this office as he has left his former place and further attempts to communicate with him have proved unsuccessful. Messrs. Khandwala and Chotalal the Solicitors for the building tenant and the mortgagees were written to several times by this office, as well as by our Solicitors in connection with this matter, but no reply has yet been received from them.

7. As has been stated above, it has become very difficult to get into touch with the building tenant and recover from him the Trust dues and to get him to proceed further with the completion of the building. The Trust Solicitors who were consulted in this matter have, by their letter No. T/7978, dated the 18th instant advised the Trust to re-enter upon and take possession of the plot.

8. It is therefore suggested that the Improvements Committee should pass a resolution determining the agreement in respect of this plot, appropriating the whole of the deposit in satisfaction of their claim against the building tenant, and authorising the undersigned to re-enter upon and take possession of the plot with the structure thereon on behalf of the Board."

**Resolution 341.**—The agreement in respect of the plot should be and the same is hereby cancelled.

2. The deposit should be and the whole of it is hereby appropriated towards satisfaction of the Board's claim against the building tenant.
3. Re-entry should be made on the plot together with the structure thereon by the Estate Agent Mr. J. T. Burge on behalf of the Board.

18. Re : Motor Lorry Garage—Transfer of Mr. Watson, Superintendent of—as Superintendent of Motor Lorries and Asphalt Plant Mechanical side.

Considered Chief Accountant's note, dated 27th May 1927 :—

"As the Committee is aware, the Motor Lorry Garage will be closed down on the 1st June 1927 and the lorries will be removed to the various schemes and the Agripada Stores. The running of the lorries will require to be supervised by some one and the Engineer proposes to put in Mr. Watson on his relief from the Motor Lorry Garage to superintend the running of the lorries and also to look after the mechanical side of the asphalt plant after 1st September 1927 when Mr. Murphy wishes to leave the Trust service, as he has got an employment elsewhere.

Mr. Watson's present pay is Rs. 300 (in the grade of Rs. 250—25—300) and he has the free use of a motor bicycle. It is proposed to transfer him to the new post on the same pay and to grant him conveyance allowance of Rs. 30 per month.

The Engineer's proposals amount to—

- (a) The abolition of the post of Superintendent, Motor Lorry Garage, from 1st June 1927.
- (b) The creation of a post of Superintendent of lorries carrying pay of Rs. 250—25—300 and a conveyance allowance of Rs. 30 per month on the temporary establishment.
- (c) The appointment of Mr. Watson as Superintendent of lorries on Rs. 300 plus Rs. 30 conveyance allowance from 1st June 1927.

The proposals require the sanction of the Committee."

**Resolution 342.**—The proposals made by the Engineer are sanctioned and necessary correction should be made in the Schedule of Establishment.

19. Re : Establishment—Secretary's Office—Messrs. Iya and Nabar—grant of a personal allowance of Rs. 20 each to—

Considered the following :—

- (a) Chief Accountant's note, dated 26th May 1927 :—

"I beg to state that I have got two really good men in the Senior Clerks' grade (Rs. 125—175) viz. Mr. Iya and Mr. Nabar. Both of these men are in receipt of the maximum pay of the grade, Mr. Iya since 1st September 1925 and Mr. Nabar since 1st September 1926. They are of considerable use to me and are very willing and hard workers. Mr. Iya has put in 18 years' service and Mr. Nabar 7 years' service. There is no chance of these men getting any promotion to the Head Clerk's grade for a considerable time to come. When Mr. Khodabux, Chief Cashier, went on leave on 1st April 1926 preparatory to retirement, these men though they were senior in the grade of Rs. 125—175 were not given the Chief Cashier's post (i.e. Head Clerk's post), as they had not worked in the Cash Section before. Mr. Nabar was, however, given 3 advance increments to compensate him for the loss to a certain extent. Mr. Iya was not given anything, he was on the maximum pay already. The establishment work which is done by Mr. Iya has considerably increased since the Transfer and he has to work extra hours and on holidays to cope with it.

Mr. Nabar is the right hand man of the Superintendent of the Correspondence Branch and acts off and on as Superintendent during the absence of the permanent incumbent : but he does not get any acting allowances, as there are senior men in other Sections in the Head Clerks' grade. To compensate him for the loss of acting allowance, he was granted one advance increment. But as he has reached the maximum pay of his grade, he does not get the benefit of the advance increment now.

In the circumstances stated above, it is recommended that each of these men be granted a personal allowance of Rs. 25 per month from 1st June 1927 with the sanction of the Committee."

- (b) Chief Officer's note, dated 26th May 1927 :—

"Both of these men are doing well and have had a considerable amount of extra work thrown on them. I do not like making recommendations for extra pay in these hard times but the cases are exceptional and I therefore recommend that each be given a personal allowance of Rs. 20 per month."

**Resolution 343.**—Referred to the Finance and Establishment Sub-Committee for consideration and report.

20. Re : Scheme No. 37—Case No. 90—Rent Contract.

Considered the following :—

- (a) Estate Agent's No. 6246 of 27th May 1927 :—

"The property in the above case is let on a rent farming contract to Mr. Mohanlal Bhoolabhai, who pays Rs. 697 per month. He is in arrears of rent for four months.

2. He has given notice that he will give up the contract from 1st June 1927. The same is accepted.

3. Mr. Amrutlal Nagardas who was originally a partner with Mr. Mohanlal now applies for the rent contract of the same premises at the same rent viz., Rs. 697. He is prepared to pay 2 months' rent as deposit and one month's rent in advance and enter into the usual agreement. His letter\* dated 25th instant is attached herewith.

4. As there will be some trouble over the possession from Mr. Mohanlal who has not upto now given the names of the tenants and the rents they pay, it would be advisable to give the contract to one who knows the building and the tenants and who can arrange with his late partner for any information he may require.

5. The offer for the rent contract may be accepted."

(b) Chief Officer's note, dated 27th May 1927 :—

"This building has been let on contract since it was acquired in 1913.

The rent offered is 10% below that paid by the tenants but the Contractor has to bear the expenses of the sweepers etc. The upper floors are occupied by Banias and their religious scruples are perhaps better understood by the proposed contractor, who is a Bania, than by our people.

I recommend that the contract be given to Mr. Amrutlal Nargardas."

**Resolution 344.**—The allotment of the rent contract to Mr. Amrutlal Nargardas is sanctioned as proposed by the Chief Officer.

21. Re : Scheme No. 57—(portion of)—objection to the proposed acquisition of a temple in

Considered the following :—

(a) Letter from the Joint Honorary Secretary, Hindu Sabha, Matunga Branch, dated 6th May 1927 :—

"My committee having received a communication from one Mr. Purshottam Jinabhai, Trustee of the property bearing New Survey No. 8/2162, at Sewri Cross Road, Wadala (Street No. 640 A) *re.* the acquisition of the temple and a portion of the surrounding property, it was decided to take the matter up with you after due inquiries on the spot and I am now directed to address you on the subject.

There is a small temple of Shri Ganapathi at Sewri Cross Road, Wadala, on a vacant plot near the Lakshmi Mills, which has been decided to acquire for purposes of constructing a new road. The temple is an old one situated in that place from before 1871, as will be seen from Survey Sheet No. 32 of 1871. The God Ganpathi is held very sacred and is worshipped at the commencement of every religious function amongst Hindus. The tusk of the diety is directed towards the right which is very uncommon and also adds to the sanctity of the diety. This temple is the only one in that locality, and the residents thereof have, it seems, already sent you a petition requesting you to allow the temple to remain on its present site. My Committee have, after careful inquiries on the spot, come to the conclusion that the grievances of the residents of the locality are just. They are further of opinion that the temple if allowed to remain on the existing site will not interfere with the construction of the road as there is ample space to divert the road. The Committee, therefore, trust that you will give the same concession to this temple as is given to the temple and mosque near the Byculla Station and thus remove the cause of bitterness of religious feelings of the residents of the locality.

Awaiting to hear from you soon and thanking you in anticipation."

(b) Estate Agent's Report No. 5322, dated 13th May 1927 :—

\* \* \* \* \*

2. A copy of plan\* No. 91, dated the 7th May 1927, is forwarded herewith on which the temple property has been shown surrounded by yellow lines. It will be noticed that the proposed new 60 ft. road has been moved westwards so as to clear this temple.

\*Not printed.

3. The moving of this road westward necessitates an alteration in the terms of settlement with the Velji Dharamsy Mill on the south, and the Company's Architect has been written to in this matter and the Company's acceptance of the revised terms is awaited.

4. The original proposal was to take a 10 ft. strip, between the letter R and S on plan, out of the temple property and to hand the same over to the Mill. As the temple Trustees object to this the revised terms of settlement with the Mill Company have been altered, and the Company will now retain their existing boundary between the letters R. S. T.

5. It will be noticed that a portion of the temple property will fall within the site of the proposed 30 ft. road on the north, but the temple Trustees have verbally informed the undersigned that they are willing to give up the portion of their property required for inclusion in the road.

6. As soon as the Mill Company agrees to the revised boundaries and rent, a further report will be made in this matter."

(c) Chief Officer's note, dated 27th May 1927 :—

"I have inspected this property. The temple is a very small one standing at the extreme north west corner of the property. It was understood that the owner had no objection to it being removed but objections having been raised the position of the road may be moved and the temple allowed to remain.

2. I do not see that any reasonable objection can be raised to the acquisition of the open land if the same is required but the Estate Agent will submit a further report on this point. In the meantime I suggest that the Petitioner be informed that the temple itself will not be acquired."

**Resolution 345.**—The petitioner should be informed as suggested by the Chief Officer.

2. The further report from the Estate Agent regarding the acquisition of the open land should be awaited.

**22. Re: Parel Road North Estate—Tulsirampada plot No. 1—Request for further reduction of rent of.**

Considered Estate Agent's No. 5926, dated 23rd May 1927 :—

"I have the honour to state that the above plot was let to Mr. Hajibhai Cassum for a term of 3 years from the 9th of April 1925, at a monthly rent of Rs. 1,000 with a three months rent-free period. The tenant has erected 25 shops of a temporary nature on this plot at the junction of Parel Road and Arthur Road and has deposited a sum of Rs. 3,000 with the Trust as security.

2. The full letting value of these shops is estimated at Rs. 1,071 per month but owing to vacancies, for a considerable period the tenant was only realising Rs. 844 per month, out of which he has to pay ground rent to the Trust, Municipal Taxes, conservancy fees etc.

The Trustees by their Resolution No. 53, dated 2nd February 1926, therefore reduced the monthly rent to Rs. 750 up to the 8th of November 1926, subject to certain conditions one of which was that the tenant should pay from the 9th November 1926, upto the end of the tenancy a monthly rent of Rs. 1,000.

3. As seven shops still remained vacant the Committee by their Resolution No. 242, dated the 2nd November 1926, decided that the tenant should be allowed to pay the reduced monthly rent of Rs. 750 upto the end of his tenancy, namely the 9th of April 1928, subject however to the condition that the rent of each month should be paid by the 8th day of the following month.



4. At this time the tenant got into serious financial difficulties on account of his backing a near relative of his, and he now owes for 7 months rent amounting to Rs. 5250, although he has frequently promised to pay up the arrears.

5. In these circumstances it was proposed to make the tenant hand over his building to the Trust, and by recovering the rents of the shops to make good the arrears, and the tenant was informed accordingly.

6. Mr. Hajibhai Kassum the tenant has however enlisted the aid of Mr. R. K. Vaidya who knows him and has interested himself in the tenant's misfortunes, and has asked that the following proposition should be put before the Committee as an act of mercy to the tenant.

7. Mr. Vaidya states that if the Trust take over the tenant's building, this will mean financial ruin to him, as his creditors, who have advanced against his stock of cloth, immediately demand payment, and his credit in the cloth business will be lost. On the other hand if the Trust allow him to remain as their tenant he will arrange to sell all his stock at a profit, with which he promises to pay up the arrears on or before the 20th proximo, after being given credit for Rs. 3,000 deposited with the Trust.

8. The proposition is as follows :—

At the present time there are three vacant shops worth Rs. 150 a month rent, and the remaining 23 shops including that occupied by him are worth Rs. 921 a month. After allowing for vacancies, Municipal Taxes and other outgoings he offers to pay to the Trust a monthly rent of Rs. 500 for a term of 24 months from the 9th May 1927, on condition that he pays all arrears due to the Trust, after crediting him with the Rs. 3,000 deposit, by the 20th proximo. In addition he offers to pay a new deposit of 3 months rent amounting to Rs. 1,500, he will give up his business, and will pay the ground rent of Rs. 500, out of the rent he receives from his shops. Mr. Vaidya and the tenant both state that if the arrears are not paid by the 20th proximo, provided that the Trust extend his tenancy and reduce his rent to Rs. 500 as requested, the Trust will be at liberty to at once take possession of all the shops. It is also stated that if the Committee allow this, the tenant will be able to make good his private losses, and will be saved from financial ruin.

9. The original rent of Rs. 1,000 per month, based on a rate of Rs. 182 per sq. yard offered by the tenant, is in the opinion of the undersigned at the present time an excessive one for this plot, which has not realised the rents which it was originally expected to do, chiefly owing to the depression in trade, and to the competition of new shops in pucca buildings adjoining. Also as pointed out by the building tenant, owing to the triangular shape of the plot, he can only make use of 600 sq. yards out of the total area of 1,100 sq. yards let to him.

10. Taking all these circumstances into consideration the undersigned is of opinion that the Committee might see their way to grant the building tenant's request.

11. Under the Committee's last Resolution the tenant was to pay the monthly rent of Rs. 750 upto the 9th April 1928, when he would be at liberty to demolish the building and the vacant land would be left on the hands of the Trust. As now proposed the tenancy will be increased by another 13 months at a reduced rent of Rs. 500 per month, instead of Rs. 750, which reduction will also take effect for the last 11 months of the original term viz., from the 8th May 1927.

As stated above the tenant promises to pay the new deposit of three months' rent and all arrears on or before the 20th proximo, failing which the Trust will be at liberty to take over the tenant's building."

**Resolution 346.**—That the building tenant's request is sanctioned.

At the termination of the proceedings, the Chairman stated that this was the last meeting the Chief Officer attended before he went on leave and made a few observations regarding his ability and mastery of the various problems connected with the administration of the Trust.

23. The following documents were executed :—
- (1) *Two Debentures in favour of Bai Ruxmani widow of Parbhuram Mulji Bhat and another of the loan of 1905, for Rs. 2,000 in lieu of two cancelled.*
  - (2) *Lease and Counterpart to Mr. Allimahomed Currimbhoy Peermahomed and his wife re : plot No. 48, Nowroji Hill Estate.*
  - (3) *Agreement in Duplicate with—*
    - (i) *The Asiatic Petroleum Company Limited for the supply of Liquid Fuel (Crude Oil) during the year 1927-28.*
    - (ii) *Mr. Jehangir Shapurji for the supply of Country Blasting Powders, 1st and 2nd qualities, during the year 1927-28.*
  - (4) *Agreement by Mr. Fasal Husein Gulam Murtaza in respect of temporary occupancy of plots Nos. 1 & 2, Scheme 43.*
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24. The following papers were laid on the table :—
1. Purchase orders sanctioned by the Chief Officer, under, Section 22(1) of the Act.
  2. Work orders sanctioned by the Chief Officer, under, Section 22(1) of the Act.
  3. Sale of materials sanctioned by the Chief Officer, under, Section 22(1) of the Act.
  4. Chief Officer's sanction, dated 20th May 1927 for the payment of Rs. 4-8-0 on account of cartage for Oil as per P. O. Indent No. 54, dated 12th March 1927—Sewri Quarry.
  5. Chief Officer's sanction dated 24th May 1927 to the relief from duty of Dr. Shanbaug as from 7th April 1927.
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# Bombay Improvement Trust.

ESPLANADE ROAD,

Bombay, 15th June 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 12.30 P.M. (S.T.) there were—

## PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman*.
  2. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., M.L.C.
  3. DR. ACCACIO G. VIEGAS, L.M. & S.
  4. MR. L. R. TAIRSEE.
  5. MR. S. L. SILAM, B.A., LL.B.
  6. MR. B. G. HORNIMAN.
  7. MR. NAOROJI M. DUMASIA.
  8. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
  9. MR. HOOSENALLY M. RAHIMTOOLA, B.A., M.L.C.
  10. MR. K. F. NARIMAN, B.A., LL.B., M.L.C.
  11. SIR REGINALD SPENCE, KT.
  12. MR. S. B. BILLIMORIA, M.B.E.
  13. MR. R. D. BELL, C.I.E., I.C.S.
  14. MR. W. H. NEILSON, O.B.E.
  15. THE HON'BLE MR. G. A. THOMAS, C.I.E., I.C.S.
  16. MR. GANPÁT KRISHNAJI BORADE.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.  
MR. J. T. BURGE, F.S.I., AG. CHIEF OFFICER, AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meeting held on 31st May 1927, were signed.

1. Re : West Chaupati Estate—plots No. 39 and 40—Toddy Shop on.  
(Ref : C. R. 241/27.)

Considered the following :—

(a) Estate Agent's No. 6470, dated 1st June 1927 :—

“ \* \* \* \* \*

2. The Improvements Committee by their Resolution No. 241, dated the 4th May 1927, accepted an application for a 99 years' building lease of the above plots from Messrs. M. P. Contractor, M. R. Surveyor and S. M. Surveyor, at a ground rent amounting to Rs. 2,604 per annum. The deposit of two years' ground rent has already been paid by the tenants.

3. As stated in my report thereon, there are two monthly tenancies on these plots, one being a motor shed, and the other a toddy shop let at a rent of Rs. 40 per month exclusive of Municipal taxes. Before possession of the land can be given to the building

tenants, it is necessary to have the land vacated and notices were therefore served on these two monthly tenants to vacate.

4. The applicant Bai Bachubai Manecji, the toddy shop keeper, was offered another site on the West side of the market as a temporary measure, but as this new site is rather out of the way, and hidden from view, she has now applied to the building tenants to be allowed to have her toddy shop in one of the shops to be erected in the new building on the above plots, in which case the shop will remain more or less in its present position, and the building tenants have stated that they have no objection to allowing this, and that they on their part will allow the lady to keep her shop on the plot during the time their building is under construction.

5. The undersigned is not in favour of this toddy shop being allowed in the new building as the new Chaupatti market cannot be reached without passing this shop, but there is no objection to the shop being placed, as suggested to the lady, on the site between the market and the bottom of the Hanging Gardens.

6. As stated by the Applicants this toddy shop has been on this plot for about 10 years, and in this connection reference is invited to the Board's Resolution No. 19, dated 14th July 1926, which runs as follows:—

“The Board are of opinion that no liquor shop should be allowed to be located in future on any property or part of the property belonging to the Board or any building or part of a building constructed or to be constructed thereon.”

It is not clear to the undersigned whether this Resolution will apply to the present case, where it is proposed to demolish the old existing toddy shop, and to reinstate it in the new building to be erected on the same site.”

(b) Chief Officer's note, dated 2nd June 1927:—

“In my opinion the toddy shop should not be allowed to continue where it is as it will be too close to the market and to the entrance to the temple.”

Proposed by the Chairman—

“That the applicant be informed that the toddy shop cannot be allowed in the new building on these plots.”

Sir Vasantrao moved an amendment which was seconded by Mr. Dumasia—

“That permission for the toddy shop be granted provided that the entrance to the shop is not on the Dadyseth Road.”

The amendment was put to the vote and *carried*, 8 members voting for and 5 against it.

Mr. Hoosenally demanded a poll. The following members voted for the amendment—

1. Sir Vasantrao Anandrao Dabholkar, Kt., C.B.E.
2. The Hon'ble Sir Phiroze C. Sethna, Kt., O.B.E.
3. Mr. S. B. Billimoria, M.B.E.
4. Sir Reginald Spence, Kt.
5. Mr. R. D. Bell, C.I.E., I.C.S.
6. Mr. K. F. Nariman, B.A., LL.B.
7. Mr. Naoroji M. Dumasia.
8. The Hon'ble Mr. G. A. Thomas, C.I.E., I.C.S.

The following members voted against the amendment—

1. Mr. Hoosenally M. Rahimtoola, B.A.
2. Dr. A. G. Viegas, L.M. & S.
3. Mr. S. L. Silam, B.A., LL.B.
4. Mr. Ganpat Krishnaji Borade.
5. Mr. L. R. Tairsee.

The other members did not vote.

The Chairman declared that the amendment was carried. The amendment was then put to the vote as a substantive proposition and *carried*.

Sir Reginald Spence raised a point of order whether the procedure followed was in order in view of Rule 8 of the Procedure Rules. He, however, did not press it. The Chairman ruled that the procedure was in order but observed that the rule was defective.

Mr. Neilson moved an amendment—

“ That the matter be referred to the Land Sub-Committee for report after inspecting the site.”

The amendment was seconded by Mr. Hoosenally and on being put to the vote was declared lost.

Mr. Tairsee moved an amendment—

“ That the consideration of the question be postponed and in the meantime instructions of the Board be obtained as to whether the ‘liquor shop’ referred to in their Resolution No. 19, dated 14th July 1926, included a ‘toddy shop’.”

The amendment was seconded by Mr. Borade and on being put to the vote was declared *lost*.

**Resolution 347.**—Permission for the toddy shop should be granted provided that the entrance to the shop is not on the Dady Sheth Road.

2. Re : Scheme No. 50, Mazagaon—Case No. 12—Motor Garages on.

Considered the following:—

(a) Trust Architect's No. 1476, dated 28th May 1927:—

“ I have the honour to forward herewith plans\* received from the Lessee for temporary motor garages on the above case for the consideration of the Committee.

Each of the 8 garages is 11 feet in width but as much as 55 feet in length. As such it would be necessary to have doors in the rear of the garages as emergency exits in case of fire.

The plans may be approved subject to doors being provided in the rear and the plans being passed by the Sub-Committee.”

(b) Estate Agent's No. 6577 of 4th June 1927:—

“ \* \* \* \* \*

2. This was one of the retention Cases in the Mazagaon Scheme, under the terms of which this land admeasuring 1,825 sq. yards was leased to the original owner Dr. Rajaballi Ramji Lakhdir for a term of 999 years together with the two existing chawls thereon at a ground rent of Rs. 3284 per annum. Under the terms of the lease, the user

\* Not printed.

is confined to residential purpose, offices, show-rooms, godowns and shops. The ground rent is not in arrears.

3. The lease provides that no new buildings are to be erected except in accordance with the plans previously approved by the Board.

4. Dr. Rajaballi like most other owners being short of capital at the present time is unable to erect a pucca building on this land and he therefore requests permission to erect 8 temporary motor garages, the rents from which will help him to pay the ground rent to the Trust. Along the Northern boundary of this plot is a large house belonging to Sir Jamsetji Jeejeebhoy, Bart, but it has no windows or other openings overlooking this land, and there should therefore be no nuisance to the surrounding owners owing to the erection of these sheds.

5. The Improvements Committee have given similar concessions in other Cases recently, and it is suggested that the necessary permission should be given in this Case subject to the conditions laid down by the Trust Architect."

**Resolution 348.**—The construction of 8 temporary garages should be allowed subject to the conditions laid down by the Trust Architect.

3. Re: Dadar-Matunga Estate—plot No. 510—Quarters for Preventive Officers  
Customs Department.

Considered Chief Officer's note, dated 8th June 1927 :—

"The Trustees by their Resolution No. 63, dated the 24th March 1914, agreed to sell to Government a site containing about 27,000 sq. yards for the construction of quarters for the Officers of the Customs Preventive Department, on the Dadar-Matunga Estate at a rate of Rs. 6 per sq. yard on the following conditions amongst others :—

"That all buildings were to be 20 feet away from the roads, and to consist of not more than a ground and one upper floor, and were to be used for residential purposes only."

2. These terms were agreed to by Government who, on 31st March 1915, paid to the Board Rs. 1,62,000.

3. The plans for the proposed quarters were passed by the Trust on the 2nd December 1918, but no building work has yet been commenced owing to shortage of funds.

4. Revised lay-out plans have now been submitted showing 11 blocks of Married Officers' Quarters on which it is proposed to commence work this year as funds have been allotted for that purpose. The lay-out also provides for a site for a Club at some future date, and 2 Tennis Courts and 2 Badminton Courts.

5. All buildings are proposed to set back 30' to 40' from the roads, and they are separated from one another by open spaces from 55 to 80 feet in width.

6. Government, however, ask that they may be allowed the concession given to the Board's lessees on this Estate, namely that they may be allowed to build a ground and two upper floors instead of being restricted to a ground and one upper floor only.

7. In this connection it should be stated that the original idea for the estate, when this plot was let, was that all buildings should be restricted to a ground and one upper floor only, but the Trustees by their later Resolution No. 428, dated the 23rd September 1919, resolved that their lessees and tenants should be allowed to have one extra upper floor on this estate, and most of the buildings since erected have had two upper floors.

8. The proposed development of this plot and the construction of these several buildings will materially assist in the letting of further plots on this Estate for building

purposes, as it is understood that Government intend to spend at least Rs. 2 lakhs a year on the proposed buildings for the Preventive Officers and it is, therefore, recommended that the Committee should—

- (a) allow buildings not exceeding a ground and two upper floors on this land in supersession of their Resolution No. 63, dated the 24th March 1914, by which buildings were limited to a ground and one upper floor only.
- (b) allow part of the site to be used for the erection of a Club for the Preventive Officers, and
- (c) sanction the proposed lay-out of the whole site as shown on the Government Consulting Architect's plan, dated the 7th May 1927.

9. The detailed plans of the buildings can then be considered in the ordinary way by the Plans Sub-Committee, as it is understood that Government are anxious to proceed with the building work as soon as possible."

**Resolution 349.**—The Recommendations made by the Chief Officer in para 8 of his note are approved.

2. The detailed plans should be considered by the Plans Sub-Committee.

4. Re : Kolbhatwadi, Scheme No. 54—Case No. 52, Retention Agreement with Byramji D. Nariman, deceased—Application for remission of interest on premium.

Considered Chief Officer's note, dated 6th June 1927 :—

"A copy of a letter, dated the 19th January 1927, (printed below) is forwarded herewith, from Messrs. Little & Co., on behalf of their clients, Messrs. Hormusji R. Nariman and Ardeshir R. Bhaka, the surviving Trustees of the Deed of Settlement and of the Will of the above-named deceased, whom the Trust by an agreement, dated the 25th January 1921, allowed to retain his property on a 999 years' lease on payment of a premium of Rs. 57,450 in consideration of additional land given to him by the Trust.

(2) The property consists of a large building at the South West corner of Bomanji Master Road; and under the terms of settlement the original owner had to take up two small strips of land on the East and South of his building, for which premium was payable based on the cost of acquisition by the Trust of the properties standing on these strips of land. The total amount payable by the applicant is Rs. 57,450 of which a sum of Rs. 56,950 was received on the 8th February 1927.

(3) Clause 6 of the Agreement states that as soon as the additional land to be leased has been cleared of buildings, and the construction of the new street, now known as Bomanji Master Road, has been begun, the Board shall give notice of such facts to the claimant, who shall therefrom pay to the Board the premium referred to above, with interest thereon at the rate of 6 per cent. per annum from the date of the said notice to the date of payment.

(4) Clause 7 states that the claimant shall for the period of one year, from the service of the notice referred to in the preceding clause, be entitled to enter upon the additional land to be leased for the purpose only of erecting buildings, etc.

(5) The said notice was duly served on the claimants under a letter, dated the 9th May 1925, from the Trust Solicitors, and the notice also called upon them to pay the amount of the premium, and warned them that interest at 6 per cent. would be charged to the date of payment under the terms of the Agreement.

(6) The Trust Solicitors sent several reminders thereafter, and Messrs. Little & Co. replied on the 15th December 1925, stating that arrangements were being made to pay the premium, and adding that as interest was running on the amount due to the Trust, the latter would not be seriously affected by the delay in payment.

(7) As stated above the premium less Rs. 500 was paid on the 8th February 1927, and Messrs. Little & Co. now ask that interest on the premium, which, at 6 per cent. from the 9th May 1925 to the 8th February 1927, amounts to Rs. 6,032-4-0, which should be foregone by the Trust for the following reasons :—

- (a) the income from the deceased's property, which is now in Trust is not sufficient to enable their clients to pay the interest due on the premium.
- (b) the additional land to be leased contained quantities of rubbish and a growing tree,
- (c) the property had to be sold for nearly one-third of its former value, and
- (d) possession of the land had not been given to their client, or joint measurements of the same taken.

(8) As regards (b) there are old building materials and a growing tree on the adjoining land in the occupation of the Trust, but the land to be leased under the notice was clear of rubbish and trees.

(9) With reference to their contention (c), the undersigned sees no reason to forego the interest due on account of the drop in the selling value of the property, as all property owners have been hit by the general drop in values, including the Trust.

(10) As regards (d) the requisite notice, as stated above, was duly served by the the Trust Solicitors on the 9th May 1925, under which the claimants were at liberty to enter upon the additional land to be leased.

Joint measurements were not taken until the 22nd March 1927, but these could have been taken at any time had the claimants so requested, and there is no reference to the taking of measurements in the agreement.

(11) Messrs. Little & Co. were, therefore, informed accordingly and were again requested to pay the amount of interest due up to the date of payment of the premium, but they submit that the area of the site to be leased not having then been ascertained and possession been given, their request that interest should not be insisted upon should be placed before the Trustees.

(12) The facts are set out in para 10 above, and the premium payable was not based on the actual area of the plot to be leased, but upon the actual amount paid by the Trust for the acquisition of the adjoining properties and these sums are set out in detail in Clause 6 of the Agreement.

(13) In other applications for remission of interest due on premium, the Committee have decided that interest at 6 per cent. must be paid from the date when the premium was due to be paid, and the undersigned considers that Messrs. Little & Co. have made out no case for non-payment of the interest, which, as stated above, amounts to Rs. 6,032-4.

(14) Messrs. Little & Co. by a further letter request that their above-mentioned clients may be allowed to assign their interest under the Agreement by way of sale to the said Hormusji Rustomji Nariman, and his wife Bai Meherbai. There is no objection to the proposed assignment, as the sale has been sanctioned by the High Court."

*Copy of letter, dated the 19th January 1927, from Messrs. Little & Co., referred to in para 1 above :—*

" Under instructions from our clients, Mr. Hormusji R. Nariman and Ardeshir R. Bhaka, the surviving Trustees of the Deed of Settlement and of the Will of the above named deceased, we have the honour to address you as follows :—

An agreement, dated the 25th January 1921, was entered into by the above-named deceased with the Trustees for the Improvement of the City of Bombay in reference to his property situate at Dhobitalao whereby he agreed to accept a lease for 999 years upon payment of Rs. 21,950 and Rs. 35,000 and constructing a building of the cost of Rs. 13,000 on the adjoining plot to be handed to him,



Since the date of the said Agreement the deceased executed a Deed of Settlement in respect of his property at Dhobitalao of which he appointed himself and his wife and our above named clients as Trustees and the settlement was for himself for life and thereafter for his wife for life and thereafter for his two grandsons in equal shares subject to the terms of the Settlement.

The deceased died in January 1924, leaving a Will whereof our clients are the surviving Executors and Trustees, the widow of the deceased is also dead.

On the 9th May 1925, Bai Bhikaji widow of the said deceased and our clients received the notice from the Solicitors of the Trustees for the Improvement of the City of Bombay intimating that the pieces of land agreed to be given to the deceased had been cleared of buildings and that the construction of the new Street had been completed and calling upon them to pay Rs. 57,450 and stating that interest at 6 per cent. became payable from the date of the said notice.

The deceased had not provided for payments agreed to be made to the Improvement Trust in terms of the said Agreement and the Trustees of the Settlement hold only the said property and do not hold any funds whereout to pay the said moneys and the widow of the deceased and our clients advertised for the sale of the property but not a single offer was received. Various efforts were made to sell the said property but without any avail and ultimately the sanction of the Court has been obtained to sell the property to one of our clients the surviving Trustees and our clients are arranging for the said purchaser to pay the moneys due to the Improvement Trust in terms of the said Agreement.

The income of the Trust property is settled for the benefit of the two grandsons of the Settler one of whom is of sound mind and the other a child and the income is not sufficient to enable our clients to pay the interest due on the moneys payable to the Improvement Trust.

We are further informed that although the site of the land agreed to be leased other than the existing building was cleared of buildings it has not yet been cleared but quantities of rubbish lay there for a very long time until recently and even at present a large tree is standing in the centre of the land and we are instructed to request the Trustees to forego the interest on the money payable under the said Agreement.

We are instructed to point out that at the date of the Agreement the value of our clients' property was over two lakhs and the amount of compensation agreed to be paid by him in terms of the agreement had been valued on proportionate high values whereas with very great difficulty the price of Rs. 8,000 only has been realised for the said property, *i.e.*, nearly one-third of its then valued and our clients Trust that the Trustees will be pleased to forego the interest which our clients are advised has not yet commenced to run by reason of the land agreed to be leased not having yet been cleared nor possession thereof having yet been given to our clients.

Our clients accordingly trust that the Trustees will be good enough to take into consideration the above mentioned circumstances and issue orders that payment of interest on the compensation may not be insisted upon and our clients will arrange for the immediate payment of the compensation."

**Resolution 350.**—Messrs. Little & Co. should be informed that the Committee see no reason to forego interest on the premium.

5. Re: Scheme 47—Tulsirampada—plot No. 2—Application for reduction of rent.

(Ref. C. R. No. 206/12-4-27.)

Considered Chief Officer's note, dated 6th June 1927:—

"The Committee by their Resolution No. 206, dated the 12th April 1927, referred back the above matter to the Chief Officer for reconsideration as to whether the rent of Rs. 105 per month for this firewood depot could not be reduced.

(2) The applicant holds the plot on a 3 years' lease from the 8th July 1925.

As stated by him, the rent works out at Rs. 75 per 100 sq. yards per mensem, which gives a value to the land of Rs. 150 per sq. yard.

(3) The Committee by their later Resolution No. 346, dated the 31st May 1927, resolved to reduce the rent of the adjoining plot No. 1—Tulsirampada from Rs. 750 to Rs. 500 per month, owing to the fact of the values of these plots on Arthur Road, having fallen, as stated in para 9 of the Estate Agent's report thereon.

(4) It is considered therefore that the Committee may, as a special case equitably grant a similarly proportionate reduction in the rent of the firewood shed by 1/3 from Rs. 105 to Rs. 70 per mensem from the 8th July 1927 to the end of the lease term.

A rent of Rs. 70 will be equivalent to a rate of Rs. 50 per 100 sq. yards per month, and to a land value of Rs. 100 per sq. yard."

**Resolution 351.**—The proposed reduction of the rent of firewood shed from Rs. 105 to Rs. 70 per month from 8th July 1927 to end of the lease term is sanctioned.

6. Re: Scheme 57—Sewri-Wadala—Filling in.  
(Ref. C. R. 289 of 17th May 1927.)

Considered Report No. 1 of the Works Sub-Committee, dated 31st May 1927 :—

"With reference to Committee's Resolution No. 289, dated 17th May 1927 we beg to report as follows :—

As the Contractors have finished the filling in of nearly 24000 brass and will finish the remaining 2000 brass in about 10 days, we recommend that the time of the completion of the contract be extended up to the break of the monsoon. In the event of the Contractors failing to do the quantity contracted for by that time, they shall cease work and be paid for the quantity actually done.

As regards the extra work proposed to be given to them, recommend that an additional quantity not exceeding 3000 brass be allowed, if it can be done before the break of the rains."

**Resolution 352.**—The report is adopted.

7. Re: Dadar-Matunga Estate—plot No. 301—Permission for the encroachment of bay windows on the front and side open spaces.

Considered Report No. 5 of the Plans Sub-Committee, dated 2nd June 1927 :—

"We have considered the plans of the building proposed to be erected on this plot. The building tenant asks for permission for the encroachment of bay windows on the front and side open spaces. We recommend that the proposed encroachment which represents an increase of 15.3% over the sanctioned building area be allowed as an architectural feature on payment of an additional ground rent of Rs. 60 per annum."

**Resolution 353.**—The report is adopted.

8. Re: Nowroji Hill Estate—plot No. 113—proposal to carry the drainage through plot No. 114 to the Street Sewer.

Considered Report No. 6 of Plans Sub-Committee, dated 2nd June 1927 :—

"We have considered the plans of the building proposed to be erected on this plot. We note that the building tenant proposes to carry the drainage through plot No. 114 to the street sewer.

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We see no objection to this and recommend that an easement for drainage through plot No. 114 be granted."

**Resolution 354.**—The report is adopted.

9. Re : Gandevi Estate—Plot No. 79—proposed deviations to be carried out at the building on.

Considered Report No. 7 of the Plans Sub-Committee, dated 2nd June 1927:—

" We have considered the plans for the deviations proposed to be carried out at the building on this plot and note that the building tenant proposes to extend the existing coach house over the open spaces between the main building and the outhouses. We see no objection to the proposal and advise that it be sanctioned on condition that the tenant agrees to pay a premium at the rate of Rs. 750 per 100 sq. feet of the area covered by the extension."

**Resolution 355.**—The report is adopted.

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10. Re : Statements showing Resolutions passed by the Committee asking for reports from Chief Officer and outstanding references before the Sub-Committees.

Considered the following :—

**Statement A.**

Showing the Resolutions passed by the Committee asking for reports from the Chief Officer.  
( Vide Committee's Resolution No. 197, dated 5th April 1927.)

Committee's Resolution, No. and date.	Subject.
26, dated 1st June 1926.	Love Lane Chawls—Regarding the initial cost and maintenance charges of putting up lights on stairs and passages and the approximate charge to be levied from the occupants in respect of the same.
126, dated 10th Aug. 1926.	<p>(a) The Chief Officer be requested to report the total expenditure per mensem incurred by the Bombay Improvement Trust in maintaining the Tribunal of Appeal.</p> <p>(b) How many cases have been disposed of by the Tribunal since the transfer and how many are pending ?</p> <p>(c) How often does the Tribunal meet in a week and on what days and for how many hours ?</p> <p>(d) What is the average payment per working hour to the President of the Tribunal and what is the expenditure per case since the transfer ?</p> <p>(e) Whether it would be more economical without adversely affecting the efficiency to pay fees per every working hour to the President and whether the Improvements Committee through the Board should make such recommendation to the Government.</p>
175, dated 2nd Sept. 1926.	<p>That the Chief Officer be requested to furnish the following information with regard to the western portion of Parel Road from Lalbag to Parel :—</p> <p>(1) The date on which this road was asphalted.</p> <p>(2) The cost incurred in making the road.</p> <p>(3) The present condition of the road and its causes.</p> <p>(4) The estimated cost of repairing the road.</p> <p>(5) Whether this road has been handed over to the Municipality, and</p> <p>(6) If not, the reasons for not transferring it yet.</p>
185, dated 16th Sept. 1926.	Scheme 32, Agripada—nuisance by pathans on footpaths and on vacant land in Souter Street (encroachment between plot 15, East Agripada and case 67).
197, dated 16th Sept. 1926.	That the Chief Officer be requested to report whether any supersessions have taken place in the permanent subordinate staff of the Trust within the last two years and which of them (a) by Trust employees and which (b) by outsiders and the reasons therefor.

Committee's Resolution, No. and date.	Subject.
216, dated 28th Sept. 1926	That the Chief Officer be requested to report the cost of collecting the rents of chawls, acquired buildings and lands let on short tenancies, the agency or agencies employed for collecting them, the ratio of the cost to the rents (a) collectable and to (b) those actually collected and the amounts written off for each of the last ten years.
217, dated 28th Sept. 1926.	<p>That the attention of the Chief Officer be invited to the advertisement, dated the 10th September 1926, appearing in the local newspapers inviting applications for the post of the Trust Engineer and he be requested to report at an early date:—</p> <ol style="list-style-type: none"> <li>(1) What are the reasons for the delay of 4 months in issuing the advertisement when the Board's Resolution on the subject was passed on the 17th May 1926.</li> <li>(2) Why the terms have not been placed before the Committee for their approval.</li> <li>(3) Whether he and the Municipal Commissioner have come to any arrangement for the reorganization of the Municipal and Trust Engineering Departments as required by Corporation Resolution No. 1813, dated 12th May 1926.</li> <li>(4) Whether in view of the curtailment of the activities of the Trust such a highly salaried post is necessary, especially as the post of the Municipal Executive Engineer carries a salary of Rs. 1,200—2,000 only, and</li> <li>(5) Whether it would not be advisable to abolish the post or to reduce the salary thereof.</li> </ol>
256, dated 2nd Nov. 1926.	That the Board are of opinion that no shop selling opium or ganja or any other intoxicant drugs should be allowed to be located in future on any property or part of the property belonging to the Board or any building or part of a building constructed or to be constructed thereon.
296, dated 7th Dec. 1926.	Gratuity to staff—to furnish concrete cases comparing the benefits which would accrue to the staff under Trust rules and the Municipal rules respectively.
200, dated 12th April 1927.	Scheme 56 Dharavi (southern portion of) proposed development of a portion as sites for milch cattle stables.
206, dated 12th April 1927.	Scheme 47—Tulsirampada—Plot 2—application for reduction of rent.

**Statement B.**

Showing the outstanding references before the Sub-Committees.  
(*Vide* Committee's Resolution No. 197, dated 5th April 1927.)

Committee's Resolution, No. and date.	Subject.	Referred to.
89, dated 13th July 1926.	Adoption of the Municipal rules and regulations as regards pay, leave, gratuity and provident fund to the Improvement Trust staff.	Finance and Establishment Sub-Committee.
259, dated 2nd Nov. 1926.	Amalgamation of the Trust with Corporation.	Do.
86, dated 8th Feb. 1927.	Regarding payment of salary to the clerical and inferior staff according to the scale in vogue in the Municipal Corporation.	Do.
95, dated 22nd Feb. 1927.	Mr. Tairsee's notice of motion regarding Insurance of Trust properties.	Do.
301, dated 14th Dec. 1926.	Insurance of Trust properties—Further report called for from the Chief Officer on the suggestion of Mr. Wadia to start a fund for the purpose, <i>vide</i> Finance and Establishment Sub-Committee's Resolution 7, dated 7th February 1927.	Do.
173, dated 29th Mar. 1927.	Stores in Stock Account—Regularising of short postings made by the Engineering staff on the works.	Do.
216, dated 12th April 1927.	Cost of Management and Establishment—Note by the Examiner, Outside Audit.	Do.
	Notices of motion by Dr. Viegas :—  That the Board are of opinion that the following points should be borne in mind in effecting retrenchment :—	Do.
234, dated 19th April 1927.	(1) That the Engineer's Office should be transferred from Matunga to the Head Office.	Finance and Establishment Sub-Committee.
236, dated " " "	(2) That the drawing Sections under the Engineer and the Amalgamated Departments of Land Manager and Estate Agent should be amalgamated.	Do.
151, dated 19th Aug. 1926.	Notice of motion by Mr. Rajaram K. Vaidya regarding the abandonment of the Worli-Koliwada Scheme.	Improvements Sub-Committee.
156, dated " " "	Notice of motion by Dr. E. Moses regarding improvement of Kamatipura District.	Do.
153, dated " " "	Notice of motion by Mr. B. B. Palwanker regarding the construction of two or three room tenements or cottage system blocks for the use of lower-middle classes.	Works Sub-Committee.
51, dated 25th Jan. 1927.	Proposed exchange of land with the Acworth Leper Asylum.	Special Sub-Committee.

Committee's Resolution, No. and date.	Subject.	Referred to.
105, dated 20th July 1926. 155, dated 19th Aug. 1926. 158, dated " " "	} Notices of motions by Messrs. Dumasia, Meyer Nissim and Hoosenally M. Rahim- toola regarding Dharavi Scheme.	Special Sub-Com- mittee.
265, dated 2nd Nov. 1926.	Notice of motion by Dr. S. S. Batlivala that, in view of the petition from the residents of Dadar Parsee Colony, the layout of the circle at the junction of Kingsway and the road leading to the Dadar Overbridge should not be proceeded with.	Do.
245, dated 4th May 1927.	Septic tanks and filter beds at Dadar-Matun- ga.—Complaints regarding bad smell from.	Works Sub-Com- mittee.
252, dated " " "	Establishment.—Bringing the post of Chief Officer on to the Schedule of Establishment.	Finance and Es- tablishment Sub- Committee.
253, dated " " "	Establishment.—Grant of leave and payment of Provident Fund including Trustees' Con- tribution to Mr. E. A. Nadirshah, Junior Assistant Engineer, with permission to take service elsewhere during leave.	Do.
257, dated " " "	Dharavi Scheme.—Letter from the President of the Dharavi Kolis' meeting complaining against the budget provision in 1927-28 for the acquisition of properties in.	Special Sub-Com- mittee adopted under Committee's Resolution No. 105, dated 20th July 1926.
258, dated " " "	Worli Koliwada Scheme.—Letter from Pedro Pawshaw Patil and other Patils of Worli Koliwada complaining against the provision made in the Trust budget estimate for 1927- 28 for the acquisition of properties in.	Improvements Sub- Committee.
259, dated " " "	Provident Fund Rules.—Notice of motion by Mr. Hoosenally M. Rahimtoola regarding the rate at which Provident Fund moneys should be remitted to England.	Finance and Estab- lishment Sub- Committee.
289, dated 17th May 1927.	Sewri-Wadala.—Filling in of—Extending the period of contract and increase in the quantity of work, (The Works Sub-Com- mittee's report is not yet confirmed by the Committee.)	Works Sub-Com- mittee.
295, dated " " "	Establishment—Engineer's Department. Pro- posal for reducing the staff due to curtail- ment of Trust programme of works.	Finance and Estab- lishment Sub- Committee.
302, dated 24th May 1927.	Gamdevi Estate plot 51.—Request from the tenant for permission to construct a well on.	Land Sub-Commit- tee.
326, dated 31st May 1927.	Sewri-Quarry.—Profit and Loss account on the working of the quarry for the year 1925-26.	Works Sub-Com- mittee.
343, dated 31st May 1927.	Establishment.—Personal allowance of Rs. 20 each to Messrs. Aya and Nabar Secretary's Department.	Finance and Estab- lishment Sub- Committee.

**Resolution 356.**—The statements should be recorded.

11. Re : Rs. 40 lakhs loan of 1919—Cancellation of the debentures of.  
(Ref. I. C. R. 134/19-8-26. 2. T. R. No. 28/21-10-26.)

Considered Chief Officer's note, dated 8th June 1927 :—

"The Government of India have sanctioned the cancellation on the 1st May 1927 of the debentures of the loan and issue to the Board of new debentures carrying 5% interest redeemable on 1st November 1979, the Board reserving the option to redeem the same on 1st May 1957 or at any time after that date on giving 6 months' notice.

The attached draft debenture form which has been approved by the Trust Solicitors, is submitted for the Committee's approval."

**The Loan of 1919**

By virtue of "The City of Bombay Improvement Trust Transfer Act, 1925, (Bombay XVI of 1925), we, the Trustees for the Improvement of the City of Bombay, in consideration of Value received do hereby promise to pay to.....  
.....Or  
order the said amount of Rupees.....  
.....on and  
after the First day of November 1979 or on and after such earlier date as may be fixed in the event of the exercise of the option hereinafter contained and in the meantime until such payment to pay interest thereon at the rate of Five per centum per annum payable by equal half yearly payments on demand at the Imperial Bank of India Bombay on every first day of November and first day of May in every year the first of such half-yearly payments to be made on the first day of November next but no interest will accrue after the thirtyfirst day of October one thousand and nine hundred and seventy-nine or in the event of our exercising our option such earlier date as aforesaid. We may at any time on and after the first day of May one thousand nine hundred and fifty-seven by a notification published in the Bombay Government Gazette give notice of our intention to pay off this debenture and upon the expiration of six calendar months from the date of such publication the principal monies hereby secured shall become payable.

Given under our Common Seal

this..... day of .....  
1927.

..... } Signatures of two members of the  
..... } Committee.

..... Chief Officer.

This debenture is transferable by endorsement.

**Resolution 357.**—The draft debenture form is approved and should be forwarded to Government for sanction.

12. Re : Scheme 32, Agripada—Complaint regarding nuisance caused by benches, etc., kept by Pathans on footpaths and on the vacant plot of land in Souter Street (encroachment between plot 15, East Agripada and Case 67.)  
(File No. Mis. 634/26.)

Considered the following :—

- (a) Letter dated 2nd June 1927, from Mr. G. M. Hazari :—

"I believe that the new Road has been completed but I think that it has been not officially declared because there is no improvement as I find that the Pathans of Sir Ibrahim



Rahimatoola's building are using it as bed room. The nuisance of encroachment is only due to their cots although the Police had removed 14 cots on 10th April 1927 and 3 cots on 31st May 1927 only of Souter Street's side, because the Police hesitates to remove the cots of this New Road, as it has not been declared.

I request you to kindly inform the Superintendent of Police "E" Division to kindly exercise their power and brush away the whole cots.

Hoping that you will treat this as *most urgent* because these cots are only Keis of this Badmashis nuisance who are sitting here and annoying us."

(b) Chief Officer's note, dated 8th June 1927 :—

"A similar complaint was dealt with by the Improvements Committee's Resolution No. 185, dated the 16th September 1926, whereby the Chief Officer was instructed to take necessary action to mitigate the nuisance caused by Pathans sitting and sleeping on the Trust land, which was intended to be made into a road giving access to the stables, etc., erected by the Municipality on the East Agripada Estate.

2. The actual road-way has already been completed and the footpaths on either side of the same are now under construction and will be completed very shortly.

3. When this has been done the road will be handed over to the Municipality, and will then become a public road, over which the Police can exercise their full powers.

4. The Committee will be informed when this has been done."

**Resolution 358.**—The Chief Officer's further report should be awaited and the applicant should be informed in terms of the Chief Officer's note.

13. Re : Amendment of the user clause in the Board's lease form re : sale of opium and other intoxicant drugs on Trust lands.

(Ref. 1. Board's Resolution No. 44/21st October 1926.

2. C.R. 256/2nd November 1926)

Considered Chief Officer's note, dated 8th June 1927 :—

"By their Resolution No. 44, dated 21st October 1926, the Board referred to the Committee for consideration and report the following matter :—

Notice of motion by Dr. J. N. Choksy—

'That the Board are of opinion that no shop selling opium or ganja or any other intoxicant drugs should be allowed to be located in future on any property or part of the property belonging to the Board or on any building or part of a building constructed or to be constructed thereon.'

2. The Committee by their Resolution No. 256, dated the 2nd November, referred the matter to me for report and to submit proposals, if practicable, for the amendment of the user clause in the lease form.

3. It is obvious that total prohibition would do more harm than good as it would prevent the sale of such drugs by Chemists.

4. I attach hereto a copy of a rider which it is proposed to insert in the user clause. This rider prohibits the sale of drugs except with the sanction of the Board in dispensaries and Chemists shops. Where permission is granted it can be given in the form of a license which may be cancelled at any time on giving 24 hours' notice."

*Draft—*

*And* in particular not to use the demised premises or any part thereof as a refreshment-room booth or shop for the sale for consumption either on or off the demised premises or any part thereof of intoxicating liquor or (except by any holder of a chemist's or dispensary license who may for the time being be permitted by the Board

to carry on business on the demised premises) of opium, ganja, bhang or other intoxicating drugs whether such liquor or opium, ganja or other drugs be country or foreign and whether the sale be by retail or wholesale.

**Resolution 359.**—The proposed rider in the user clause in the lease form is approved and should be submitted to Board for sanction.

14. Re : Establishment—Estates and Valuation Department—Mr. S F, Coutinho, Head Clerk—grant of two advance increments to.

Considered Estate Agent's No. 5852, dated the 21st May 1927 :—

"I have the honour to state that an annual increment of Rs. 10 is due to a Head Clerk of this Department Mr. S. F. Coutinho, he having put in 15 months' service on Rs. 200 in Rs. 200—10—250 grade. His present salary is Rs. 200 plus Rs. 20 War Allowance=Rs. 220 per mensem but as war allowance is not to be given to incumbents drawing pay of over Rs. 200, the effect will be that Mr. S. F. Coutinho will have to put in three years' service, before he draws a pay of Rs. 230.

2. Sanction is, therefore, requested that he may be given two advance increments, in addition to the one he has already earned, thus bringing his salary to Rs. 230 from 1st April 1927, which in reality is only an increase of Rs. 10 over his present pay.

3. Similar sanction was given in the cases of Messrs. Bamji, Gupte and Marathe."

**Resolution 360.**—The proposed grant of the advance increments to Mr. Coutinho is sanctioned.

15. Re : Establishment—Engineer's Department—Junior Engineer, Mr. Sant Ram—Application for privilege leave for one month and ten days from 1st June 1927, on grounds of urgent private business.

**Resolution 361.**—The grant to Mr. Sant Ram of privilege leave for one month and ten days from 1st June 1927, is sanctioned.

16. Re : Mr. B. P. Wadke—late Sub-Engineer of Engineer's Department—Petition, dated 6th June 1927, by.

Considered the following :—

(a) Petition, dated 6th June 1927, from Mr. B. P. Wadke :—

"I beg to forward herewith a copy of my petition dated 29th April 1927 addressed to the Chairman and the members of the Improvement Trust Committee, B. I. Trust, and of the Trust Secretary's reply, No. E. 52/27 of 17th May 1927, and to request that my case may please be looked into carefully and justice accorded to me. I beg to state that the statements made in my all previous applications are based on facts and if careful consideration is given to them I believe that you will be convinced that my retrenchment was not justified.

The Chief Officer (Mr. Delves) has been all along misguided in my case and in spite of my repeated requests for reconsideration, he was not pleased to treat me fairly. The Improvement Trust Committee also could not do anything for me as the members had evidently to respect the recommendations of the Chief Officer so far as I was concerned. In these circumstances I have now no other alternative but to seek protection from the Sovereign Body, viz. The Board. I again appeal to you, Gentlemen, to take the trouble of investigating the circumstances under which I am removed from my post in the Trust when I have always done an exceptionally good work as the head of the section.

As I have stated in my last application to the Improvements Committee, I am looking forward to the day when I will be re-employed as suggested by that Committee in their Resolution No. 126 of 28-2-1927.

I may mention here for the information of the Board a recent case; which will convince that my junior who has been retained has had no experience at all in Asphalt work and it has been decided to train him in that work so as to take charge from the S. E. Mr. Marphi who is shortly resigning his post in the asphalt section. If similar opportunities are given to me I would make myself quite efficient to do that work and I am quite prepared to take up this work if similar facilities are given to me.

Entreating you once more to consider my case sympathetically and to provide me in any of the Departments of the Trust before the expiry of my privilege leave."

(b) Chief Officer's note, dated 8th June 1927 :—

"Mr. Wadke made a petition to the Improvements Committee on 14th February 1927, which was referred to the Finance and Establishment Sub-Committee for consideration and report (Committee Resolution No. 110, dated 22nd February 1927.) The Sub-Committee recommended his retrenchment for the reason that there was no need for an architectural draftsman (Finance and Establishment Sub-Committee's Report No. 3, dated 25th February 1927). When the Sub-Committee's Report was placed before the Committee on 28th February 1927 Mr. Wadke's further application to the Committee dated 27th February 1927 was read and the Committee deferred consideration of the Sub-Committee's recommendation regarding Mr. Wadke and requested the Chief Officer to report further in the matter (Committee's Resolution No. 126 dated 28th February 1927). On the 16th March 1927 Mr. Wadke made a further petition addressed to the Chief Officer and sent a copy to the Chairman and members of the Committee. The Chief Officer made a report on 28th March 1927 with reference to C. R. No. 126 dated 28th February 1927. Thereupon the Committee resolved to give notice to Mr. Wadke on 31st March 1927 unless in the meantime Mr. Wadke submitted his resignation under Section 112 of the Act. (Committee's Resolution No. 180, dated 29th March 1927). Mr. Wadke made a still further application to the Committee, dated 29th April 1927, which was placed before the Committee on 10th May 1927, and the Committee passed a resolution that they saw no reason to reconsider their previous decision. (Committee's Resolution No. 285, dated 10th May 1927.)

Mr. Wadke now makes a representation to the Board, dated 6th June 1927.

It is suggested that the representation be forwarded to the Board with a recommendation that Mr. Wadke be informed that the matter has been fully considered by the Committee and that nothing further can be done."

Proposed by the Chairman—

"That the representation be forwarded to the Board with a recommendation that Mr. Wadke be informed that the matter has been fully considered by the Committee and that nothing further can be done."

Sir Vasant Rao moved an amendment which was seconded by Mr. Horniman—

"That the question be referred to the Finance & Establishment Sub-Committee for consideration and report."

The amendment on being put to the vote was declared *carried* and it was carried as a substantive proposition.

**Resolution 362.**—The question should be referred to the Finance and Establishment Sub-Committee for consideration and report.

17. Re : Dadar-Matunga Estate—plot No. 772—Application—for extension of building period.

Considered Estate Agent's No. 6935, dated 10th June 1927 :—

"I have the honour to state that Dr. Shivram Waman Patil, the building tenant of the above plot, has now applied through his Architects that the building period of 24 months stipulated in his agreement herein, which expired on the 1st ultimo, may be extended by six months upto 1st November 1927, as he has not yet been able to start the construction work owing to some difficulties. As the ground rent has been paid upto date, there would be no loss to the Trust by acceding to his request.

2. There is, therefore, no objection to the building tenant's request being granted and the Improvements Committee's sanction may please be obtained thereto."

**Resolution 363.**—The building period should be extended by 6 months up to 1st November 1927.

18. The following documents were executed :—

(1) *Debentures*—

*For Navazbai Dorabji*—

(i) One debenture of the loan of 1904 of Rs. 500 in lieu of one cancelled.

(ii) One debenture of the loan of 1908 for Rs. 1,500 in lieu of two cancelled.

(2) *Lease and Counterpart to*—

(i) Goswami Sri Dwarkish Lalji Sri Vallabhraji Maharaj *re* : plot No. 40, Naigaum Estate.

(ii) Sir Currimbhoy Ebrahim Second Bart. and others *re* : plots Nos. 411 to 413 (South)—96 to 98 (North) Dadar-Matunga Estate.

(3) *License in Duplicate to Mr. Vallbhdas Jadhavji re* : plot No. 344, Dadar-Matunga Estate.

(4) *Agreement with the Acting General Secretary Young Men's Christian Association for temporary occupancy of plot in Case No. 9 (part) Scheme 60.*

(5) *Agreement in duplicate with Messrs. Gagrat Marker and Co. re* : contract under Work Order No. 15, Book No. 88 for converting the basket system W. C. into Water Carriage system at Aga Building in Case No. 7, Scheme 43.

19. The following papers were laid on the table :—

1. Purchase orders sanctioned by the Chief Officer, under Section 22(1) of the Act.
2. Work " " " " " " "
3. Sale of materials " " " " " "
4. Temporary lettings " " " " " "
5. Charge receipts of roads &c., handed over to the Municipality.
6. Certificates of handing over and receiving charge of the Offices of Chief Officer and Estate Agent, Bombay Improvement Trust.
7. Chief Officer's sanction, dated 7th June 1927 to the reduction from Rs. 1,000 to Rs. 500 of the Imprest held by the Engineer.
8. Chief Officer's sanction, dated 8th June 1927, to the construction of an access road to the premises of the Indian Broadcasting Company.

# Bombay Improvement Trust.

ESPLANADE ROAD,

Bombay, 21st June 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 4-10 P.M. (S.T.) there were—

PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman.*
  2. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., M.L.C.
  3. DR. ACCACIO G. VIEGAS, L.M. & S.
  4. MR. L. R. TAIRSEE.
  5. MR. S. L. SILAM, B.A., LL.B.
  6. MR. B. G. HORNIMAN.
  7. MR. NAOROJI M. DUMASIA.
  8. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
  9. MR. HOSENALLY M. RAHIMTOOLA, B.A., M.L.C.
  10. SIR REGINALD SPENCE, KT.
  11. MR. S. B. BILLIMORIA, M.B.E.
  12. MR. S. D. SAKLATVALA.
  13. MR. R. D. BELL, C.I.E., I.C.S.
  14. MR. W. H. NEILSON, O.B.E.
  15. MR. GANPAT KRISHNAJI BORADE.
- MR. J. T. BURGE, F.S.I., AG. CHIEF OFFICER AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meeting held on 15th June 1927 were signed.

14

Re : Dadar-Matunga Estate—Plot No. 301.

The following letter No. 7458, dated 21st June 1927, from the Estate Agent was considered as an urgent business with the permission of the Committee :—

"I have the honour to invite reference to the Improvements Committee's Resolution No. 353, dated 15th June 1927, and to state that in my report No. 6384, dated 30th May 1927, through oversight the sanctioned floor area of the building has been shown as 2,250 sq. feet instead of 6,750 sq. feet.

It will, therefore, be seen that the actual building area will be increased on account of the proposed encroachment of the bay windows to 7,095 sq. feet, which is an increase of nearly 5% only. The ground rent of Rs. 380 per annum should therefore be increased by 5% which will amount to an additional sum of Rs. 20 per annum and not Rs. 60.

I have now to request that you will kindly obtain the Improvements Committee's sanction to the proposed alterations in the extra ground rent."

**Resolution 364.**—In supersession of Committee's Resolution No. 353, dated 15th June 1927, the proposed encroachment may be allowed on payment of an additional ground rent of Rs. 20 per annum.

2. Re : Mumbra Sand Contract—Letters from Messrs. The Sand and Shingle Supply Company.

Considered the following :—

(a) Letter, dated 7th February 1927 :—

"We the undersigned most humbly and respectfully beg to submit the following facts for favourable consideration of the Improvements Committee.

2. That we understand that Messrs. N. Purushottam & Co., have paid Rs. 1,000 along with the tender, which are already under attachment of the High Court. They have not paid further deposit of Rs. 2,000 in time but paid on 31st January 1927 on certain conditions. This sum is, we hear, under attachment and the Trust has no security whatsoever. We further hear that the aggregate amount of the decree amounts to Rs. 14,596-3-0 and odds.

3. That we, therefore, venture to approach the Committee with a request to refer to our letter, dated 23rd June 1926, addressed to the Chief Officer, referring to paras 3, 4, 5, 6, we have already submitted that both the Plant and the Barges were unserviceable and were used by making constant repairs at great expenses, when we took the possession of them. Para 6 further makes out clear allegations that we had to build new 'pantoons as per agreement, dated 5th May 1925 at our own cost.

4. That we further draw your attention to para 9 as to what the Trust has eventually earned and avoided the repairing expenses.

5. That we further beg to submit that we were given hopes by the late Acting Chief Engineer Mr. Katrak as regards further renewal of our contract in our favour in view of the satisfaction from the Chief Engineer Mr. J. F. Watson, as made out in para 11 of the letter.

6. That we have already submitted that we have not yet recouped amount already spent for repairs of the plant etc., *vide* para 12 of our letter.

7. Para 2 of the agreement, dated the 5th May 1925, clearly shows that the responsibility of providing new pantoons etc., has been imposed upon us the contractors and we have accordingly fulfilled the conditions in paras 2 and 3 of the said agreement. The Trust there and then admitted that the plant was then in destroyed condition as per report from the Engineers Messrs. Kelly and Kanga, dated 1st August 1923.

8. We further beg to submit that we are willing to bear the repairing charges of the barges as pointed in their quotations by the Hindusthan Construction Company Limited, this item will probably amount to Rs. 15,000 or even more if the Trust undertakes to repair departmentally and then hand over to any contractor. We are willing to make these expenses and further declare that the barges as Trust property after further 5 years' contract is over intact or replace them new other serviceable barges.

9. Under all the circumstances, we fully hope that the Committee will be pleased to consider the desirability of renewing the contract for a further term of not less than 5 years with a result of better advantage to the Trust property as well as to the contractor if desirable. And we are also willing to reduce the rate from Rs. 7 to Rs. 6 per brass (Net) F. O. R. Mumbra in spite of para 14 of our letter, dated 23rd June 1926. Thus it is clear that the Trust will be benefited more by this arrangement than by putting on the handicap of competing the open market. The further term is absolutely necessary with a view to recoup all the repairing expenses after plants and barges and the lesser period than 5 years in no way beneficial to us the contractors.

Trusting that this will meet with your kind approval and thanking you in anticipation."

## (b) Letter dated 24th February 1927 :—

"As our letter, dated the 7th instant, has not been put up before the Committee up to now, we regret to notice the delay of its disposal. In the meanwhile we are desired further to assure the Board Committee that in case our contract is retained for five years more the *barge* which is our own at present will be converted into as Trust property immediately, as per statement made in para 8 of our letter, dated 7th February 1927."

## (c) Letter dated 8th March 1927 :—

"In continuation of our letter, dated the 7th February and reminder to the same, dated the 24th February 1927, we beg to submit that the matter has been delayed for a long while and Board's attention may be drawn for the early disposal of our letter.

2. We understand that at Mumbra the repairs of the barges are being done at the cost of the Trust departmentally. This is quite unnecessary when we have already submitted that we are willing to make all sort of repairs at our *own costs* and the Trust has nothing to do with these repairing charges. These repairs are being done without any condition in the tender imposed by Messrs. N. Purshottam & Co., at the cost of the Trust.

3. If we would have known beforehand that the Trust were to bear the repairing charges of all the plants and barges we would have given lower rates in the tender.

Hoping to be excused all the troubles given."

## (d) Letter dated 28th March 1927 :—

"We the undersigned beg most humbly and respectfully to submit the following few lines and demand redress for the following grievances.

2. That we have already applied on the 7th February 1927 to the Chairman of the Improvements Committee stating that the Committee will consider our letter, dated the 23rd June 1926 which is meant for the further renewal of our sand contract for a further period of five years alleging at the same time that the present contractors Messrs. N. Purshottam & Co., have got attachments against their deposits etc.

3. Unfortunately this letter, dated 7th February 1927, does not appear to have been put before your Honour's Committee up till now though several meetings were held since then. It is an unfortunate circumstance that such an important letter should be lost sight of for such a long time though reminders, dated 24th February 1927, and 8th March 1927, were submitted.

4. In our reminder letter, dated 8th March 1927, we have submitted that the repairs are being done to the plant and barges at Mumbra. Messrs. N. Purshottam & Co., decline to take possession, we hear, unless the plant and barges repaired at the cost of the Trust.

5. Had we known beforehand of this condition we could have given lower rates in the tender. On the contrary we have already undertaken to make repairs at our own cost and besides forego our claim on the barges which we recognise as Trust property after the five years' contract is over.

Under these circumstances we venture to approach your Honour with a request that the Committee will consider our letters, dated 7th February 1927, 24th February 1927 and 8th March 1927, (copies attached) and extend the contract for a further period of five years for which act of kindness we shall ever remain highly obliged as in duty bound."

## (e) Engineer's No. 5539 dated 2nd June 1927 :—

"I beg to forward herewith a copy of letter (typed below), dated 30th May 1927 from Messrs. N. Purshottam & Co., in connection with their Mumbra Sand Contract in which they say that it is not possible to secure boats for the transportation of sand dredged by the Machine which they have taken over from the Trust at Mumbra and asked to be allowed to commence their contract from the 1st October when they say they will be in a position to make their own arrangements to get Country Craft for the work of sand supply.

Owing to long exposure the steel plates of the Trust barges had worn thin and when the contractor started to use them he found on scraping off the mud and silt that they were

unseaworthy and as they had been shown as barges, I gave orders that one at least should be repaired as reported in my letter No. 2168, of 1st March.

On taking these repairs in hand it was found that the steel was so thin that only very temporary repairs could be executed and when the contractor actually started to work his men refused to go on as they considered the barges dangerous.

This delayed matters so long that the contractor has now asked to be allowed to start work after the monsoon and so start paying Rs. 400 per month at the same time as he starts winning sand. The Trust will not lose by this arrangement as the time lost will be made up at the other end of the period and the sand bought for the Trust use in the meantime has worked out at a mean rate of Rs. 14-4-0 whereas under the contract it would have come to approximately the same, delivered on site.

Under the circumstances, the contractors may be allowed to start the contract on 1st October on the distinct understanding that they shall make their own arrangements for Country Craft or barges and shall not ask the Trust for any further assistance in this direction.

If this is agreed to, I propose to sell off by auction next October all the barges and boats which the contractor does not require.

All work in the Mumbra Creek from now to October is out of the question.

With reference to the letters received from Messrs. The Sand Shingle Company, I cannot see that any useful purpose is served by replying to these as they are obviously written with a view to discrediting the successful tenderer for the Mumbra Sand Contract.

Their first letter written on the 23rd of June 1926, was answered para by para in my letter, No. 7105, dated 19th July 1926.

Their second letter of 7th February is now answered by the facts of the case in so far that N. Purshottam & Coy., have paid a further deposit of Rs. 2,000 which the Trust hold as security. The barge question is fully explained in the body of this letter.

Any further barge repairs are out of the question as the new contractors are making their own arrangements and are in addition, proposing to pay Rs. 400 per month as soon as dredging at Mumbra can be started. If they then fail to carry out the work satisfactorily, it will be time enough to consider reopening of the whole question."

*(Copy of letter dated 30th May 1927, from Messrs. N. Purshottam & Co., referred to in para 1 above)—*

"We have the honour to state that as the monsoon is fast approaching and it is not possible to secure outside Padaos (boats) for the transportation of sand when dredged by the help of your dredger in Mumbra creek now we have to request you to please allow us the commencement of our contract from 1st of October when we shall be in a position to make our own arrangements to get the required country crafts for the work of sand supply. We have already taken over charge of your plant necessary for the conduction for the supply of sand and we are prepared to sign the agreement. But we may be allowed to draw your attention to the fact that if the agreement is executed without being able to start the supply of sand we will be liable for the payment of Rs. 400 each month by way of depreciation as per terms of tender even during the monsoon when no supply is possible to be made.

We have every hopes that you will agree that this payment of depreciation will be a great burden on us especially just at the beginning of our work.

Under the circumstances we therefore request you to take the present situation above-mentioned into consideration and allow that the contract should begin from the 1st of October 1927 as requested by us."

Proposed by the Chairman—

"That the matter be referred to the Works Sub-Committee for consideration and report and that Mr. Silam be appointed to serve on the Sub-Committee as an additional member in connection with this item."



Mr. Neilson enquired why it was proposed to increase the size of the Sub-Committee.

Sir Vasant Rao stated that as Mr. Silam was a contractor and knew something about this contract, his advice would be useful to the Sub-Committee.

Mr. Tairsee opposed the appointment of Mr. Silam as an additional member on the grounds that he was a contractor.

~~Mr. Horniman also was not in favour of Mr. Silam's appointment.~~

The Chairman therefore took the sense of the Committee and the Committee was generally opposed to Mr. Silam's appointment.

It was accordingly resolved—

**Resolution 365.**—The matter be referred to the Works Sub-Committee for consideration and report.

3. Re : Parel Estate—Right of Cultivation—Auction Sale of.

Considered Land Manager's No. 2588, dated 29th March 1927 :—

"The annual rights to cultivate the land on the above Estate was put up to auction on 1st March 1927. The highest bid received was Rs. 2,200. A second auction was held on 10th March 1927, when the former highest bidder Bai Banibai raised her offer to Rs. 2,500. This also was not considered fair and private offers were called for. None came in except one from Bai Banibai for Rs. 2,750.

2. She was verbally informed that unless she raised her offer to Rs. 4,000, it would not be considered.

3. She has now come forward to continue her tenancy for a further period of one year from 1st April 1927 to 31st March 1928, on a yearly rental of Rs. 4,000.

4. She has deposited Rs. 2,000 and promises to pay the balance 3 months hence.

5. The offer is fair and is recommended for Chief Officer's approval and sanction of the Improvements Committee.

Conditions of sale and statement\* of highest bids received during the last 4 years and plan\* showing the land proposed to be let accompany."

**Resolution 366.**—The offer by Bai Banibai of Rs. 4,000 is accepted.

4. Re : Mandvi Koliwada Estate—Plot No. 14—Inclusion of Pearl Assurance Co., on the approved list and acceptance of the policy for the building on.

Considered the following :—

(a) Letter from Branch Managers, Pearl Assurance Co. Ltd., dated 4th February 1927 :—

"With reference to the conversation which the writer had with you this morning, we have pleasure in returning herewith Policy No. 1017654 of the Pearl Assurance Company, Limited, covering the above mentioned property, and trust that this will ultimately be acceptable to the Bombay Improvement Trust.

That the name of the 'Pearl' is not included in your List of approved Offices is probably due to the fact that the Company has not been operating in India for very long, in spite of the fact that it was established over 60 years ago in England.

\*Not printed.

The 'Pearl' is a Company of very high standing and ranks with the *largest* of the approved Offices mentioned in your List, and is vastly more substantial than the majority. The funds of the Company exceed £38,000,000 and the annual income is over £11,000,000.

We enclose herewith the last Balance Sheet of 'Pearl' for your perusal, and shall be much obliged if you will submit the name of the Company to your Board with our request that it may be added to your list of approved Offices."

(b) Estate Agent's No. 6962, dated 13th June 1927 :—

" With reference to your No. Misc. 499/27, dated the 6th Instant, I have the honour to request that the Pearl Assurance Company's application may please be placed before the Improvements Committee for their consideration."

(c) Chief Officer's note, dated 14th June 1927 :—

" The application is recommended for the Committee's sanction."

**Resolution 367.**—Sanction is accorded to the inclusion of the Pearl Assurance Co., Ltd. in the list of approved companies.

5. Re : Love Lane Chawls—extra items paid to Messrs. J. C. Gammon Contractors for.

Considered Chief Officer's note, dated 17th June 1927 :—

" The Engineer requests the sanction of the Committee, to the extra items (specified in the attached statement) paid to the Contractors, as the same were not provided in the sanctioned schedule. Under clause 30 of the agreement with the contractors, the Engineer has the power to alter works and where the prices are not contained in the Schedule, to ascertain and fix the prices subject to the approval of the Committee.

The payment of the extra items referred to was partly due to the slight alterations made by the late Chief Engineer in certain items of the work for the sake of improvement, such as G. W. I. pipes in place of lead flushing pipes."

Re : Scheme 62, Love Lane Chawls. Extra items not sanctioned by the Works Committee—

Serial No.	Description.	Quantity.	Rate.		Per.	Amount.	
			Rs.	as. p.		Rs.	as. p.
1	Angle Iron nosing on plinth and floor	272½ Rft.	0	5 0	Rft.	85	1 3
2	1½" G. W. I. Flushing pipes ...	614 "	1	4 0	"	767	8 0
3	9" Stoneware intercepting [sewer traps.	2 Nos.	42	0 0	Each.	84	0 0
4	2½" W. I. Ventilating pipes ...	384 Rft.	1	6 0	Rft.	528	0 0
5	4" C. I. Shoes ...	30 Nos.	2	8 0	Each.	75	0 0
6	4" C. I. Bends ...	78 "	2	12 0	"	214	8 0
7	9" x 12" stop cock chambers ...	9 "	7	0 0	"	63	0 0
8	Teak wood doors partly panelled and partly plain planked for Rent Collector's quarters.	95'13 Sft.	2	10 0	Sft.	249	11 5
			Total ...		...	2,066	12 8

**Resolution 368.**—The sanction asked for is granted.

6. Re : Appointment of Mr. Bird, Municipal Test Audit Officer.

( Ref. C. R. No. 324, dated 24th May 1927. )

Considered Chief Officer's note, dated 17th June 1927 :—

" With reference to Committee's Resolution No. 324, dated 24th May 1927, I requested the Municipal Commissioner to arrange for the loaning of the services of Mr. Bird, Test Audit Officer, to examine the Stores Accounts of the Engineer's Office. The Municipal Commissioner is prepared to recommend the Corporation to loan Mr. Bird's services for a period not exceeding 2 months provided the Trust agrees to bear the full cost of Mr. Bird's remuneration, viz., Rs. 1,000 on account of his pay and Rs. 50 conveyance allowance and also the Corporation's contribution of Rs. 83-5-4 per month to the Provident Fund.

The sanction of the Board will be required, as there is no provision in the current year's Budget on account of this expenditure."

**Resolution 369.**—The appointment of Mr. Bird is sanctioned on the terms proposed and the sanction of the Board should be obtained to the expenditure being met from the savings in the provision of Rs. 85 lakhs for interest on loans.

7. Re : Establishment—Estates and Valuation Department—Mr. Samuel Isaac—application for gratuity by.

Considered Chief Accountant's note, dated 17th June 1927 :—

" Mr. Samuel Isaac, a Surveyor on permanent establishment in the Land Manager's Department, was granted privilege leave for three months and one day and furlough for thirteen months and five days from 1st January 1926, prior to termination of his appointment due to retrenchment of the staff. The leave expired on 7th May 1927 and he now applies for the grant of a gratuity.

He was born on 7th January 1889. He joined Office as an acting Tracer on 1st August 1906. He was then taken on the temporary establishment as a Tracer and thereafter a measurer with effect from 1st January 1907. On 1st September 1919, he was taken on permanent establishment as a Surveyor. There was no break in his service.

His last pay was Rs. 100 and the amount of gratuity for the services rendered by him would, therefore, be Rs. 650.

The payment of gratuity has been recommended by the Estate Agent and requires to be sanctioned by the Committee."

**Resolution 370.**—The grant of a gratuity amounting to Rs. 650 to Mr. Samuel Isaac is sanctioned.

8. Re : Establishment—Estates and Valuation Department—Mr. P. R. Joshi—application for gratuity by.

Considered Chief Accountant's note, dated 17th June 1927 :—

" Mr. P. R. Joshi, a Surveyor on the permanent establishment in the Land Manager's Department was granted privilege leave for 12 days from 1st April 1925, prior to termination of his services on account of abolition of the post held by him. The leave expired on 13th April 1925. He now applies for the grant of gratuity.

Mr. Joshi was born on 19th January 1888. He joined Office as a Tracer on temporary establishment in the Land Manager's Department on 3rd October 1907 and he was then taken

on permanent establishment with effect from 1st September 1919. His last pay was Rs. 70 and the amount of gratuity for the service rendered by him would, therefore, be Rs. 385.

The application has been recommended by the Land Manager and requires to be sanctioned by the Committee."

**Resolution 371.**—The grant of a gratuity amounting to Rs. 385 to Mr. P. R. Joshi is sanctioned.

9. Re : Establishment—Engineer's Department—Mr. C. Attawar, Sub-Engineer, Application for two months' privilege leave on urgent private business.

**Resolution 372.**—The grant to Mr. Attawar of privilege leave for 2 months is sanctioned.

10. Re : Establishment—Estates and Valuation Department—Mr. G. L. Narsimham, Deputy Estate Agent—application for three weeks' privilege leave on grounds of illness.

**Resolution 373.**—The grant to Mr. Narsimham of privilege leave for 3 weeks is sanctioned.

11. Re : Report of Financial transactions in May 1927.

Chief Accountant's note, dated 13th June 1927 :—

"Fixed Deposit :—Rupees 7 lakhs from surplus cash balances were placed as follows :—

Central Bank	5 lakhs @ 6 per cent.	till, 1st July 1927,
Do.	1 lakh @ 5½	do. 1st August 1927.
Bank of India	1 lakh @ 5½	do. do.

*Investment of sinking fund money:*—4½ per cent. Bombay Improvement Trust debentures of the nominal value of Rs. 1,03,500 were transferred (at par) from General Investment Account to Sinking Fund Investment Account."

**Resolution 374.**—The report should be recorded.

12. Re : Malarial Survey—Grant for.

Considered the following :—

(a) Letter, dated 17th June 1927, from Chairman, Malarial Advisory Committee :—

"I have the honour to state that the Advisory Committee appointed by Government to discuss ways and means of carrying out the recommendations of Dr. Bentley for adopting anti-malarial measures in the City of Bombay recommended to Government in April 1926 that an expert Malariologist should be appointed and the cost of the expert and his staff should be borne by Government. Government now intimate that they are prepared to appoint an expert provided the authorities concerned are prepared to bear their share of the cost which is estimated at Rs. 25,000 in round figure. They further intimate that they have already provided in the current year's budget Rs. 6,250 as their share. The Municipality has already consented to place the laboratory of the Malaria Department, the equipment and such number of the staff as may be required at the disposal of the Malariologist. In addition the Advisory Committee recommend that the Municipality should contribute Rs. 6,250, the

equivalent of the Government contribution and that the remaining Rs. 12,500 should be contributed by the following bodies :—

				Rs.
B. B. & C. I. Railway	...	...	...	2,500
Improvement Trust	...	...	...	2,500
Military Authorities	...	...	...	2,500
G. I. P. Railway	...	...	...	2,500
Port Trust...	...	...	...	2,500

I shall therefore be obliged by your letting me know at the earliest possible date whether your Committee will be willing to accept the above recommendation."

(b) Chief Officer's note, dated 17th June 1927 :—

"I think that the Committee might see their way to agree to pay the required sum of Rs. 2,500 towards the cost of the proposed Malarial survey, as the Trust own nearly  $\frac{1}{4}$ th of the Island.

The sanction of the Board will however be necessary as there is no provision for this sum in the Budget for the current year."

**Resolution 375.**—The payment of a contribution of Rs. 2,500 is sanctioned and the sanction of the Board should be obtained to the expenditure being met from the savings in the provision of Rs. 85 lakhs for interest on loans.

13. Re : Scheme 52—Worli—Cases 552, 553, 557 and 558—offer by Mr. E. S. Fanibanda for the right of tapping and removing fruits from trees in.

Considered the following :—

(a) Mr. Fanibanda's letter, dated 2nd June 1927 :—

"With reference to the Public Auction held for the above Wadi this day by Mr. Narsingam, the Assistant Estate Agent, I beg to state as follows :—

2. Although the Assistant Estate Agent had sent intimation of the auction to more than twenty likely bidders, only two were present, viz. Mr. Keshav Chavan and myself. I was highest bidder at Rs. 4,200 as against the bid of Rs. 1,500 for the current year, and so the Wadi was knocked down to me.

3. I must mention here that at the time of Mr. Bharucha, Land Manager, Mr. Chavan had been taking the Wadi in question year after year for only Rs. 1,000. So last year, Mr. Bharucha sent for me through Mr. Buckka and asked me to take this Wadi for Rs. 1,500. I accepted this offer willingly and under the impression that this year, too, the Trust would help me by giving me the Wadi for the same amount without having recourse to auction same as last year. Now, as I took this Wadi last year, Mr. Chavan was very much vexed and tried to harass me in many ways. He cut off all the tapping plants last year which resulted in considerable loss to me. I complained about this to the Land Manager and I understand that he forwarded the complaint to the Board.

4. This year, instead of helping me and giving me protection against Mr. Chavan, I regret that an auction was held furnishing opportunity to him to harass me again. Mr. Narsingam stated before the auction commenced that he was going to take bids for three years as well as for one year. I agreed to it, and first it was put up for one year. I raised my bid upto Rs. 4,200 which was the highest. I then requested Mr. Narsingam to ask for bids for three years which he did, but Mr. Chavan at once walked away without waiting or giving any bid. Thereupon I gave my bid of Rs. 1,500 for each of the remaining two years, but Mr. Narsingam did not accept it and asked me to submit a petition to the Board.

5. In this connection I beg respectfully to emphasise the fact that I gave a bid of Rs. 4,200 for the first year as compared to that of Rs. 1,500 which I am paying for the current year, not only because I was confident that I could continue to have the Wadi for Rs. 1,500 every year and so spent much money over it, but I was under the impression that I could have it for the next two years at Rs. 1,500 per year. Mr. Narsingam's action, therefore, in not accepting my bid of Rs. 3,000 for the two years has put me in a predicament and unless you are so good as to consider my case favourably and help me by accepting Rs. 4,200 for the first year and Rs. 3,000 for the next two years, I shall be put to a very great loss. I earnestly hope that you will admit that when I assisted the Trust in breaking the monopoly which Mr. Chavan had enjoyed for years past the Trust should consider my interest as well and not leave me a victim to the vengeance of Mr. Chavan. Besides, if I get this Wadi for three years I assure your goodself that it will undergo much improvement at my hands.

6. I have also heard that a road is to be built right through the middle of Kanda-wadi; if it is so, I am afraid that something like 60 good trees will be cut off which will mean further loss. Mr. Buckka, however, assures me that the Trust is not going to cut the trees which, I hope, is a fact.

7. Trusting that my above request will receive your favourable consideration and you will confirm the auction for three years at the rate of Rs. 4,200 for the first year and Rs. 1,500 per year for the next two years."

(b) Mr. Fanibanda's letter, dated 8th June 1927 :—

"With reference to my application dated 2nd instant, I beg to state further that I was not willing to attend the auction as I knew that Mr. Chavan was going to bid against me, though not as a bona fide bidder, but out of pure spite, because I had been instrumental in depriving him of the monopoly which he had been enjoying for years past with regard to the above Wadi. I mentioned the fact not only to Mr. Burge, Estate Agent, but also his Assistant Mr. Narsingam, and Mr. Bucca as well. When Mr. Narsingam, however, informed me that he was, this time, going to receive bids for three years, though I was not willing to bid more than Rs. 1,500 per year, I attended the auction and raised the bid to such a high figure as Rs. 4,200 firmly believing that I should get the Wadi for three years.

2. Of course, the bid would not have gone so high if it were not for Mr. Chavan who had vowed vengeance on me. He wanted me either to give up the Wadi or his object was to harass me with all his might, which he did to some extent last year, putting me to considerable loss, as already stated in my application of the 2nd instant. It is quite clear from the fact that he did not remain for three years, that his presence at the auction for one year was not bona fide, but simply with a view to raise the bid and thus put me to loss.

3. Under these circumstances, I earnestly hope that the Improvement Trust Committee will consider my application in a favourable and sympathetic spirit and pass favourable order.

4. I have stopped payment of my cheque for Rs. 4,200 pending the decision of the Committee."

(c) Estate Agent's No. 7268, dated 17th June 1927 :—

"\* \* \* \* \*

2. The right of tapping and removing fruit from Palm and Coconut trees (about 520 in all) standing on the lands in Cases Nos. 552, 553, 557 & 558, Scheme 52 and also from about 78 trees situated on the East and West sides of the Main Worli Road was put up to auction in this office on the 2nd instant.

3. There were only two bidders present, viz. Mr. Yessoo Tukaram Chawan and Mr. E. S. Fanibanda, although the auction was advertised in 4 local newspapers. Last year Mr. Fanibanda paid, under the circumstances set out in the preamble to the Improvements Committee's Resolution No. 70 of 6th July 1926, Rs. 1,500 for the above right for one year which, it may be noted, did not include the 78 trees along Worli Road, mentioned above.

4. Uptil now the trees in Cases 552, 553, & 558 have been let out annually by auction, for a period of one year and the revenue which the Trust have obtained for the last four years as also the names of the persons to whom the right was let are given below:—

Year.	Amount of Revenue.	Names of the persons to whom the right was let.
	Rs.	
1-8-1923 to 31-7-1924	2,300	Yessoo Tukaram Chawan.
1-8-1924 to 31-7-1925	3,050	Yessoo Tukaram Chawan and Fakir Gopal.
1-8-1925 to 31-7-1926	1,500	Do. do.
1-8-1926 to 31-7-1927	1,500	E. S. Fanibanda.

From the above table it will be seen that the statement made by Mr. Fanibanda in the third para of his application dated 3rd June 1927 that the Trust have been letting this right year after year to Mr. Chawan for Rs. 1,000 is incorrect.

5. This year before the auction commenced, it was announced that two alternative bids would be received, one on the basis of the right being for the period of one year only, and the other for a period of three years. The auction for selling the right for one year was taken up first and Mr. Fanibanda was declared the highest bidder as he offered Rs. 4,200 for the right. A cheque for this amount was thereupon accepted as deposit from him subject to the Chief Officer's approval.

6. Before starting the second auction on three years' basis, the bidders were told that the Trust will only proceed with the auction if they agreed to start with an initial bid of Rs. 4,200. This they refused to do and Mr. Chawan thereafter walked out of the Office. Mr. Fanibanda then offered Rs. 1,500 per annum for the next two years and said that as the Trust had also agreed beforehand: to receive bids on the three years' basis, they should consider his bid for Rs. 4,200 for the first year and Rs. 1,500 per year for two succeeding years. In short he wanted to buy the right for Rs. (4,200 plus 1,500 plus 1,500) Rs. 7,200 for three years. He also stated that his only object in attending the auction was to secure the right for himself for 3 years and that if the Trust had not agreed to invite bids for 3 years, he would not have agreed to be pitted against the other bidder Mr. Chawan.

7. Thereupon the applicant was informed that as his offer of Rs. 1,500 for the 2nd and the 3rd year was far below his own offer of Rs. 4,200 for the first year, it was not in the interest of the Trust to recommend the same to the Chief Officer and the Improvements Committee for their sanction.

8. When the report on the above matter was being drafted for submission to the Chief Officer, Mr. Fanibanda sent his application dated 3rd June 1927 to the Chief Officer. He states in that application that having regard to the facts mentioned therein, the Trust should sell the right for three years to him for Rs. 7,200. Besides sending his application, he has stopped the payment of his cheque for Rs. 4,200, which has been followed by a second application, dated 8th June 1927, in which he states the circumstances under which he offered Rs. 4,200 for the first year.

9. A couple of days after the second application was received in this office, Mr. Fanibanda saw the undersigned and repeated all that he had stated in his two applications referred to above. The undersigned informed him that the Trust were in no way bound to accept any offer that he may have made for the 2nd and the 3rd year and that it was entirely at the option of the Chief Officer and the Improvements Committee to sell the right in question for one year or for 3 years and that in stopping payment of his Cheque for Rs. 4,200, he had not acted quite properly. He was further given to understand that his offer of Rs. 1,500 for his 2nd and 3rd year was very low, compared with his own offer of Rs. 4,200 for

the first year, and that unless he substantially increased his said offer of Rs. 1,500, it was not unlikely that the Improvements Committee would reject all his offers.

10. Thereupon Mr. Fanibanda informed the undersigned that if the Trust sold the right to him for 3 years, he would pay Rs. 4,200 for the first year, and Rs. 1,700 per year for the next two years. He further distinctly gave the undersigned to understand that under no circumstances would he agree to pay Rs. 4,200 for the first year if his offer for the next two years be not accepted.

11. It is a matter for consideration whether it would be to the interest of the Trust to accept Mr. Fanibanda's final offer or to reject it and reacquire the right.

12. Having regard to the income realised from the sale of this right in the past and taking into consideration the paucity of bidders present at the last auction, and seeing that Mr. Chavan has considerable influence over the intending bidders which prevent them from competition, it seems that if the right was again put up to auction, the result would not be so favourable as the final offer made by Mr. Fanibanda and referred to in para 10."

(d) Chief Officer's note, dated 18th June 1927 :—

"As Mr. Chavan the only other person present at the auction declined to bid for the right of tapping etc. these trees for three years, I am of opinion that Mr. Fanibanda's offers of Rs. 4,200 for the first year, and Rs. 3,400 for the next two years should be accepted, as these offers work out at an average of Rs. 2,533 1/3 per year, which is satisfactory."

**Resolution 376.**—The offer by Mr. Fanibanda of Rs. 4,200 for the first year and Rs. 3,400 for the next two years is accepted in the circumstances stated.

14. Re : Establishment—Estates and Valuation Department—Hamal Laxman Ragho—  
application for some contribution by.

Considered the following :—

(a) Application from Hamal Laxman Ragho, dated 27th May 1927 :—

" I the undersigned Laxuman Ragho beg most respectfully to place the following few lines for your kind consideration.

I have been working in your Department for the last 30 years as a Hamal and now I have become quite old. As I am not able to do any work I wish to go to my native place for good. I am a poor man and have got no money to maintain myself. I shall therefore be highly obliged to you if you will contribute something for the service rendered to you."

(b) Chief Officer's note, dated 17th June 1927 :—

" The applicant was a hamal working on the conservancy staff in the Estate Agent's Department, since the inception of the Trust. His pay, when he left service in May last, was Rs. 23.

There is no rule under which any contribution could be made from the Trust funds."

Proposed by the Chairman—

" That the applicant be informed that his request cannot be complied with."

Dr. Viegas moved an amendment which was seconded by Mr. Silam—

" That the matter be referred to the Finance and Establishment Sub-Committee for consideration and report."

The amendment on being put to the vote was declared *carried* and it was carried as a substantive proposition also.



**Resolution 377.**—The matter should be referred to the Finance and Establishment Sub-Committee for consideration and report.

15. Re: Scheme 43—Case No. 45—Auction Sale of the materials of building on.

Considered Engineer's No. 5840 of 14th June 1927:—

“The building in the above case was put up to public auction on 1st June 1927, for purchasing the right of demolition and removal of materials thereof including removal of debris and the highest bid received for the same is Rs. 3,050.

The reserve price of the building is Rs. 2,700, which is fixed taking into consideration the age of the building and the quality and condition of the materials etc.

Sanction of the Improvements Committee may please be obtained at an early date to the acceptance of the same.”

**Resolution 378.**—The bid of Rs. 3,050 is accepted.

16. Re: Notice of motion, dated 14th June 1927 by Mr. Lakhmidas Rowjee Tairsee.

“Please note that at the next meeting of the Committee I will move:—

‘That the present “War” allowances—a term now a misnomer—paid to Trust staff be merged in the salaries.’”

At the suggestion of the Chairman, Mr. Tairsee agreed to refer the subject matter of the proposition to the Finance and Establishment Sub-Committee for consideration and report.

**Resolution 379.**—The subject matter of the proposition should be referred to the Finance and Establishment Sub-Committee for consideration and report.

2. Mr. Tairsee is appointed to serve on the Sub-Committee as an additional member in connection with this item.

17. Re: Notice of motion, dated 17th June 1927, by Mr. S. L. Silam, B.A., LL.B.

Mr. Silam moved the following notice of motion which was seconded by Dr. Viegas—

“Please take note that at the next meeting of the Improvements Committee I shall move the following:—

‘The Chief Officer be requested not to take action in the matter of the temporary removal of the toddy shop near the Chowpaty market until the Board has expressed an opinion on the question as to whether toddy is liquor.’”

On being put to the vote, the motion was *lost*, 6 members voting for and 7 against it.

Mr. Silam demanded poll.

The following members voted for the proposition:—

1. Mr. Hoosenally.
2. Dr. Viegas.
3. Mr. Silam.

4. Mr. Borade.
5. Mr. Horniman.
6. Mr. Tairsee.

The following members voted against the proposition:—

1. Sir Vasant Rao Anandrao Dabholkar, Kt.
2. Sir Phiroze C. Sethna, Kt.
3. Mr. Bell.
4. Sir Reginland Spence, Kt.
5. Mr. Saklatvala.
6. Mr. Dumasia.
7. Mr. Neilson.

The other members did not vote.

The Chairman declared that the proposition was *lost*.

**18.** The following documents were executed:—

(1) *Debentures*—

- (i) One debenture of the loan of 1904 of Rs. 500 in favour of Mr. Cooverjee Nusserwanjee Erskine in lieu of one cancelled.
  - (ii) One debenture of the loan of 1908, in favour of Mr. Cooverjee Nusserwanjee Erskine and another in lieu of one cancelled.
- (2) *Lease and Counterpart to Mr. Ali Mahomed Rahimtulla Mecklai re: Plot No. 1, (F), the Flats.*
  - (3) *Agreement by Mr. Ebrahim Haji Ismail in respect of temporary occupancy of plot No. 7, Scheme No. 52.*
  - (4) *Agreement with Mr. Meherali Haji Jetha for the supply of Petty Stores during the year 1927-28.*

**19.** The following papers were laid on the table:—

1. Purchase Orders sanctioned by the Chief Officer under Section 22(1) of the Act.
2. Work Orders do. do.
3. Temporary lettings do. do.
4. Charge receipts of roads, etc., handed over to the Municipality.
5. Estate Agent's No. 7184, dated 15th June 1927, informing that in pursuance of Committee's Resolution No. 341 of 31st May 1927, re-entry was made on plot No. 42, Suparibaug Estate.
6. Chief Officer's sanction, dated 14th June 1927, to the variation of the rate from Rs. 122 to 115 per ton for the supply of Mexphalte.

# Bombay Improvement Trust.

ESPLANADE ROAD,<sup>1</sup>

Bombay, 28th June 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 4-10 P.M. (S.T.) there were—

## PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman*.
2. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., M.L.C.
3. DR. ACCACIO G. VIEGAS, L.M. & S.
4. MR. L. R. TAIRSEE.
5. MR. S. L. SILAM, B.A., LL.B.
6. MR. B. G. HORNIMAN.
7. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
8. MR. HOOSENALLY M. RAHIMTOOLA, B.A., M.L.C.
9. SIR REGINALD SPENCE, KT.
10. MR. S. B. BILLIMORIA, M.B.E.
11. MR. R. D. BELL, C.I.E., I.C.S.
12. MR. W. H. NEILSON, O.B.E.
13. MR. GANPAT KRISHNAJI BORADE.  
AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.  
MR. J. T. BURGE, F.S.I., AG. CHIEF OFFICER AND THE SECRETARY WERE ALSO PRESENT.

Before the minutes of the meeting held on the 21st June 1927, were signed, Mr. Horniman observed with reference to the Mumbra Sand Contract item that it was not correct to state that he was not in favour of Mr. Silam's appointment to serve on the Works Sub-Committee.

The Chairman agreed with him and signed the minutes subject to the correction being carried out.

1. Re : Naigaum Estate—Plot No. 48A—Bombay Telephone Co.—Application for the lease of.

Considered Chief Officer's note, dated 24th June 1927 :—

"A copy of Plan\* No. 165, dated the 13th September 1923 is forwarded herewith showing a large plot of Trust land on the West of Kingsway nearly opposite the Naigaum Tank.

2. It will be noticed that this plot is very irregular in shape, and certain portions are over 150 feet in depth from the road, which will be far too deep for a frontage plot. Any land over a 100 feet from the road will have to be considered as back land.

3. The Bombay Telephone Company require a plot of back land in this locality, and the site marked yellow on the plan has been offered to them on a 999 years' lease for the

\*Not printed.

purpose of a Telephone Exchange with probably staff quarters above, on the following terms and conditions:—

- (a) Area about 800 sq. yards.
- (b) Lease for 999 years with the usual 12 months' free period :
- (c) Ground rent to be calculated on the 6% basis at Rs. 15 per sq. yard, per annum :
- (d) Buildings to be restricted to a ground and two upper floors only, and open spaces of at least 15 feet in width to be left round the building area marked by dotted yellow lines.
- (e) Access to this plot will be by means of a 15 feet strip of Trust land marked by red lines on the plan, and the Company will have to make and maintain this strip of land as a passage to the satisfaction of the Trust Engineer.
- (f) The Company will be required to expend at least Rs. 15,000 on the building.

4. As regards the irregular shaped plot of land left on the North of the proposed passage, negotiations are going on for sale of this land to the adjoining private owner on the North.

5. A copy of the Bombay Telephone Co.'s letter dated the 22nd instant is forwarded herewith in which they ask that the rent should be calculated on the basis of 6% per annum on Rs. 12 per sq. yard, in view of the fact that they will have to incur the additional expense of the upkeep of the passage.

6. The Company also ask that the building period should be for 2 years. There is no objection to this, as the rent-free period will be for one year only as stated above.

7. As this plot is badly shaped and difficult to get at, it is unlikely that the Committee will receive any offers for the same for some time, and in the circumstances it is considered that the Committee might see their way to accept the Company's offer based on a ground rent of 6% per annum on Rs. 12 per sq. yard, subject to the other conditions set out in para 3 above. If the Committee agree to this a formal application form for this plot will be sent to the Company for their signature and return."

*(Copy of letter dated 22nd June 1927, from the Bombay Telephone Co., Ltd., referred to in para 5 above):—*

"Your terms for the 999 year lease of the above plot were considered by my Board of Directors who are of the opinion that the ground rent on the basis of 6% on the value of the plot at Rs. 15 per sq. yard is too expensive in view of the fact that the Company will have to incur the additional expense of the upkeep of the 145' x 15' passage. They consider Rs. 12 per sq. yard as reasonable rate for the assessment of value and I am instructed to offer on behalf of the Company to lease the said plot at a ground rent on the basis of 6% on the total value of the plot at Rs. 12 per sq. yard per annum.

It is the Company's intention to erect small premises to start with and to extend, if considered necessary, later, and I have therefore to request that a period of two years from the date of possession be allowed to complete the erection of the building instead of one year.

I shall be obliged if you will kindly let me have your decision in the matter at an early date."

It was resolved, Sir Phiroze C. Sethna not voting :—

**Resolution 380.**—The Committee will be willing to accept a formal offer from the Telephone Co. based on a ground rent of 6% per annum on Rs. 12 per sq. yard, subject to the conditions set out in paras 3 and 6 of the Chief Officer's note dated 24th June 1927.

2. Re: Chowpatty West Estate—Plots Nos. 39 and 40—Toddy shop on.

(Ref. C. R. 347 of 15-6-1927.)

Considered Chief Officer's note, dated 23rd June 1927 :—

"The notice of motion by Mr. Silam in the matter of withholding action on the Committee's Resolution No. 347, dated 15th June 1927, was lost in the Committee meeting on 21st June 1927 and the next morning before any action could be taken on the Committee's Resolution Mr. Chandavarker brought in a requisition signed by 4 members of the Committee for a Special meeting of the Board to be called at an early date to consider the following proposition :—

'That the Board regrets that the Improvements Committee have approved of the location of a toddyshop on the Chowpatty estate belonging to the Trust inspite of the Board's Resolution No. 19, dated 14th July 1926, prohibiting the location of liquor shops on the Trust's estates and premises and are of opinion that toddy shops also should not be allowed to be located in the Trust's property as they are also liquor shops.'

In view of the above, I think it is very undesirable to communicate the Committee's sanction to the lessees before the proposition is disposed of as it may lay the Board open to a suit for damages, if the permission is subsequently withdrawn. I would accordingly suggest that no action be taken on the Committee's sanction for the present. If, however, the Committee is still of the opinion that the sanction should be communicated to the lessees I would then suggest that the permission should be so given as to be revocable by the Board at any time and without giving reasons."

**Resolution 381.**—In view of the further circumstances as set out in Chief Officer's note, no action should be taken on the Committee's Resolution No. 347, dated 15th June 1927, until the proposition referred to is disposed of by the Board.

3. Re: Scheme 57—Sewri Quarry—sanction from 1st February 1924 to the revised selling rates of materials from.

Considered Engineer's No. 6098 of 20th June 1927 :—

"Selling rates of the Sewri Quarry materials were revised as per Works Committee's Resolution No 1. of 22nd January 1924. These revised rates could not possibly be put into effect earlier than 1st February 1924 for reasons explained in my letter No. 3629 of 13th April 1927 to the Chief Accountant.

The Government Auditor, however, insists on Committee's sanction being obtained for charging the revised rates from 1st February 1924, instead of from 22nd January 1924, the date of the Works Committee's resolution.

I have accordingly to request the favour of your obtaining Committee's sanction for the same.

Such cases are, however, likely to recur in future; and with a view to avoid similar technical audit objections, I would request the favour of your obtaining general sanction of the Committee to put into effect such orders from the date of their receipt by the Scheme Office concerned, as it is quite impossible for the Scheme Office to put the Committee's resolutions into effect before they are known to them."

**Resolution 382.**—The sanction asked for is granted.

4. Re : Letter dated 7th June 1927—from Mr. Shaikh Munaowar, a tenant in Aga Building on Parel Road, Bhendy Bazar.

Considered the following :—

(a) Letter dated 7th June 1927, from Mr. Shaikh Munaowar :—

“I beg to place the following few lines before your honour with a strong hope that they will be favourably considered and will meet with success :—

That I am an old tenant of the Bhendi Bazar building whose name is Aga Building. I occupied the house in the year 1913 and I lived in it up to 1926 till I received a notice from your office to quit it, as it was to be reconstructed. I paid my house rent up to the last except one month's. Now, when your notice came out that the men must attend your office on the 25th May 1926, I went to your office at 13-3 but your subordinates were out and so I went away as I had to go on duty in the evening.

On the morning of the 26th May 1927 your Messrs. Katrak and Joshi were standing opposite the building and were looking at it and it was my time too to go on patrolling duty and thence to the office; so I met them and requested them to give me a room which is on the right side and I told them that I have sent an application a week ago for it and requested them to please do the needful, but I was very much surprised that your man Mr. Katrak spoke to me very roughly as if he was talking with one of your coolies and said it will cost me Rs. 50 and these are all filled up, though these rooms are still under construction. The application which I sent was not taken into consideration and it is not known why ?

Mr. Joshi then told me to come to the office on the 27th May 1927. Accordingly I went to the office and saw Messrs. Katrak and Narsingam, but still both of them without minding for my request forced me to take a room which is on the left. I refused to take it and told them to give me the such room in which I was living before which will suit me better, but my request was fruitless, and they frightened me saying that if I do not take any, I will not get any; so I was obliged to register my name for one, which they were giving me. He also said that it will be a good house too, and you take it.

When I went and saw the room I found it too small for me and my furniture etc. will not be accommodated in it, so I sent them a note that I do not wish to remain and occupy the room and asked them to give it to another person in order to carry on your work which must not be detained for me.

When I enquired with the men about that room I came to know that Mr. Somji Ratansi has taken that room whereas he was not the man from 3rd floor to occupy that room, but he was of the 4th floor. Shortly after that I came to know that Mr. Somji Ratansi who has taken the room, subletted it on the name of Moosabbhai Mamad, who was not a tenant at all of the Aga Building, but he is an outsider. Sir, do you think that this is the fair justice done on the part of the old tenant ? The tenant who was entitled to get it did not get ; and the other got it.

If your clerk had made list of the old tenants with the old room numbers on it, this mixture would have never occurred and the men would have been pleased.

Now I request your honour to kindly inform me whether there will be any more chance for me to occupy a room in this building, any on the right side like my old room No. 61, i.e., one kitchen room and one other room connected together, for which I shall be highly obliged. I am a Tramway Company servant and this place is of much convenience to me, therefore, I am struggling for it ; so I hope justice will be done and the room will be granted to me.”

(b) Estate Agent's No. 7312 of 18th June 1927 :—

“ \* \* \* \* \*

2. The complainant Mr. Shaikh Munaowar was an old tenant in the building called “Aga Building,” on Parel Road, Bhendy Bazar, in which he occupied a room on the 2nd floor facing the road. It was acquired by the Trust under case No. 7 in connection with their scheme No. 43.

3. A portion of the building in front stood on the set-back area required for widening the Parel Road. For dismantling the set-back portion and providing a new frontage to the rest of the building which lay beyond the regular line of the street, the house was evacuated.

4. As the work of constructing the front portion was approaching completion and as it was anticipated that part of it would be available for occupation by 1st June 1927, a notice was put up on the premises inviting the old tenants to apply before the 25th May 1927 to the Estate Agent for renting rooms in the building if they desired to do so. In response to the said notice, several applications were received, and on the day notified (25th May 1927) several old tenants as also some outsiders, attended at the Trust Office and met the Deputy Estate Agent, Mr. Narsinham, who was present in office with his subordinate and who personally allotted the available rooms to the intending tenants.

5. In view of the above facts, the complainant's allegation that when he called at the Trust Office on the 25th May last at 1-30 p.m., he had to leave it to go on his duty elsewhere because the Trust's subordinates "were then out" is not correct, as Mr. Narsinham was present in office for the whole day. Likewise his statement made in para 2 of his letter under reference that "he had sent an application a week ago" is not supported by the records of this office which do not show any such application having been received at all.

6. In para 2 of his letter, the complainant refers to the casual meeting he had on the road in front of Aga Building on the 26th May 1927 with Estate Superintendent Mr. Katrak and the Divisional Rent Collector Mr. Joshi and recounts what happened then. But he does so in a distorted manner and with an allegation that Mr. Katrak spoke to him roughly. He was then informed that most of the rooms had already been allotted the previous day and that if he desired to have a room, he should see at once Mr. Narasimham. Mr. Katrak knew that rooms fronting the Parel Road had been allotted by Mr. Narasimham at Rs. 25 per month or thereabouts, so he suggested to the complainant that to obviate delay and consequent disappointment, he would do well to take with him about Rs. 50 to pay up as usual a deposit of about Rs. 25 (one month's rent) and a rent of Rs. 25 in advance. This seems to have been twisted and misconstrued into an allegation that Mr. Katrak said that "the room would cost the complainant Rs. 50." If it is a covert insinuation, which it seems to be, it is as unjust as it is unwarranted and false. Mr. Katrak gave all necessary information in an ordinary courteous tone. There was no occasion or reason for speaking roughly, as Mr. Katrak had nothing whatever to do with the allotment of rooms which, as stated above, was done by Mr. Narasimham alone.

7. When the complainant called in office the next day (27-5-1927) Mr. Katrak took him to Mr. Narasimham who showed him floor-plans of the building and assured him that there was only one front room on the 3rd floor facing Parel Road that had not been taken up by any intending occupier and that it was the only tenement available to him if he wanted it.

8. After some discussion at the above interview, the complainant paid Rs. 56 made up of Rs. 28 being one month's rent in advance and Rs. 28 for deposit that is usually demanded and paid. He also paid up Rs. 17-4-0 being the arrears of rent which he owed to the Trust for the room formerly occupied by him and obtained a receipt for the total amount of Rs. 73-4-0 from Mr. Narasimham. It may here be noted that at this interview no complaint was made by Mr. Munaowar about Mr. Katrak's alleged want of ordinary courtesy at the meeting on the road he had on the previous day. At the interview mentioned in the preceding para, the complainant expressed his desire to occupy, instead of the double-room eventually allotted to him, the room next to it, but Mr. Narasimham informed the complainant that it had already been allotted to an old tenant Mr. Somji Ratansi and was therefore not available. Consequently the complainant agreed to take up the front corner room on the 3rd floor allotted to him. He has neither been coerced or frightened by the Trust, as is alleged by him, into renting the said room. He has correctly informed that no other rooms were vacant and he had therefore to make up his mind either to take up the room available or to reject it.

9. The complainant states in para 4 of his letter that when he saw the room allotted to him, he found it too small and that his furniture would not be accommodated in it and so he

wrote to the Trust that he did not wish to occupy the said room. It is hard to reconcile this statement with the actual accommodation he formerly had in this building. The room he had rented previously, was a middle room, fronting the road, and had an area of only 340 sq. feet. The double-room now allotted to him on the 3rd floor is the largest sized room on this floor and measures 387 sq. ft. So in point of area, his former letting suffers by comparison with the room now registered in his name, which, be it noted, is also better in shape, size and situation than the room allotted to Mr. Somji Ratansi, which the complainant wanted to rent but for which he was rather late in the day. The room given to Mr. Somji measures 347 sq. ft. which is therefore less by 40 sq. ft. than the area of the room allotted to the complainant.

10. It is alleged by the complainant in para 5 of his letter that Mr. Somji's room is sublet by him to an outsider, one Mr. Moosabhoj Mamad. This room is still under construction and not quite ready for occupation. At this stage it cannot be definitely stated or ascertained whether it has been or would be sublet. If later on it is found that it is not occupied by the registered tenant Mr. Somji, necessary steps will be taken against him for such subletting without permission.

11. As regards the penultimate para of the complainant's letter, it may be observed that a register of the old tenants and the rooms in their occupation had long since been prepared and was available when the intending tenants' applications, written and verbal, were duly considered, and when the rooms applied for, were allotted to them. It is obvious that owing to the incorporation of a fairly large set-back area in the road, the present building has become comparatively smaller in size than the original edifice and consequently it is not possible to accommodate all the displaced tenants or to allot to them rooms similar in size and situation to those occupied by them formerly.

12. As all the available rooms have been allotted, there is no chance for the complainant to secure any room or rooms other than the one offered to him and registered against his name. It is obvious that if he gives up this room, he will not be able to secure any other in this building."

In this connection the Chief Officer mentioned that the following letter had been received from one Mr. Tajani last night and stated that he would look into the case and make a report to the Committee.

Letter, dated 27th June 1927 from Mr. Hussainally M. Tajani, B.A., LL.B. :—

Re : Room No. 2, on 3rd floor of Aga Building (House No. 384) Case No. 7,  
Scheme No. 47.

"With due respect I have to submit that I received a letter No. 5904 of '27 dated 23rd May 1927 from Mr. Narasinh, Dy. Estate Agent, in reply to my application of 19th May 1927. I and Mr. Ebrahim Goawala, a Khoja merchant of Goa, saw Mr. Narasinh on 5th May 1927 in this matter and Mr. Narasinh informed that no room was left available. However, he said, if any of my friends or relations who is an old tenant gives his room to me, he would willingly give the room to me.

Accordingly on the 2nd instant I went to the Trust Office taking the note dated 1st June 1927 on Mr. Narasinh from Mr. Shaikh Munaowar, an old tenant of Aga Building requesting him to give his room to me. Mr. Narasinh read the note and asked me "Are you a Khoja?", I replied "yes". He then said "I am very glad to give the room to you". These are the actual words uttered by Mr. Narasinh. He then took Rs. 73/4/—from me and asked me to occupy the said room from 1st July 1927 of which month he took the rent in advance from me. He passed the provisional receipt in name of Mr. Shaikh Munaowar for the aggregate amount, because the amount contained the arrears of rent of Shaikh Munaowar and promised next month's rent receipt in my name. He further returned the note and asked me to bring the note to him next month to enable him to transfer the said room to my name. I thereafter applied to the Architect and Engineer to put two doorways to my room and attached plans and wasted a number of days in seeing and explaining Sub-Engineer and others for the work required by me in the said room. These facts will further tend to prove that I paid the moneys to the Trust for myself and for my personal use and occupation of the room in question."



Now I understand that Mr. Shaikh Munawar had lodged a complaint in this matter to you. On enquiries I further find that Mr. Narasinhham is gone on leave and other officers do not know what has transpired between us. Under these circumstances I hope that since Shaikh Munawar as the old tenant gave me the right of the said room to me and I since paid the rent deposit, advance rent for July of the said room for my own use and occupation. I will not be prejudiced in my occupation of the said room. I beg to enclose herewith the copy of the note sent by Mr. Munawar to Mr. Narasinhham of which Mr. Shaikh Munawar makes reference in his application to you as well as the copies of rent bill, deposit receipt etc. which I hold with me. Mr. Shaikh Munawar did not pay the money on the day when the said room was registered against his name nor did he pay any money to the Trust for the said room within 8 days' time granted by Mr. Narasinhham to him out of favour. Moreover Mr. Shaikh Munawar neither claims to have rented the said room for himself nor claims to have paid any money at all to the Trust for the said room directly or indirectly for himself, in his complaint to you. He also admits in the same complaint to you that he has sent the note in question to Mr. Narasinhham to give the said room to another man. Thus the fact that the transaction of letting the said room was completely done with me for my own use and occupation, is borne out by these facts also.

Under these circumstances I respectfully pray you to consider this letter of mine along with the complaint of Mr. Shaikh Munawar and I hope that you will not come to decision prejudicial to me until Mr. Narasinhham returns and personally confirms the statements and facts as mentioned above by me.

With due respects.

*Copies of Accompaniments—*

Dear Mr. Narsimha,

I shall thank you to give me room to my friend Mr. Tejani, Vakil, who will pay you the arrears and advance, etc.

Yours Truly,  
Sd. Shaikh Munawar,  
*Tram Controller C.*

*Dated 1st June 1927.*

BOMBAY IMPROVEMENT TRUST.

LAND MANAGER'S OFFICE.

Book No. 3383.

Rent Receipt No. 155.

Case No. 7.

Scheme No. 43.

Received from Sk. Munawar Sk. Bakshi the sum of Rs. 17-4 (Rupees seventeen, annas four only) as rent and taxes for the month of October 1926, in respect of room No. 61 on 3rd floor, House No. 384. Payment received on 7th June 1927.

*Bombay, 12th October 1926.*

Sd.

E. & O. E.

*Rent Collector.*

Sd.

L.C.E.,  
*Land Manager.*

## BOMBAY IMPROVEMENT TRUST.

LAND MANAGER'S OFFICE.

Book No. 4041.

Rent Receipt No. 55.

Case No. 7.

Scheme No. 43.

Received from Mr. Shaikh Munawar Sk. Bakshi the sum of Rs. 28 (Rupees twenty-eight only) as rent and taxes for the month of July 1927, in respect of room No. 2 on 3rd floor, House No. 384.

Payment received on 7th June 1927.

Bombay, 4th June 1927.  
E. & O. E.

Sd.

*Rent Collector.*

Sd.

F.S.I.,  
*Estate Agent.*

## BOMBAY IMPROVEMENT TRUST.

LAND MANAGER'S OFFICE.

Bombay, 4th June 1927.

No. 90552.

Received from Mr. Shaikh Munawar the sum of Rupees twentyeight only on account of deposit in respect of a tenancy of room No. 2, 3rd floor, case No. 7, Scheme 43.

Rs. 28.

Sd.

B.A., B.C.E.,  
*Deputy Land Manager.*

Proposed by the Chairman—

“That consideration be postponed and in the meantime the Chief Officer should make further investigation in the matter.”

Sir Vasantao Anandrao Dabholkar, Kt., proposed an amendment—

“That the question be referred to the Finance and Establishment Sub-Committee for consideration and report after obtaining a report from the Chief Officer and that Mr. Horniman be appointed an additional member to serve on the Sub-Committee in connection with this item.”

The amendment on being put to the vote was declared *carried* and it was carried as a substantive proposition also.

**Resolution 383.**—The question should be referred to the Finance and Establishment Sub-Committee for consideration and report after obtaining a report from the Chief Officer.

2. Mr. Horniman should be appointed an additional member to serve on this Sub-Committee in connection with this item.

5. Re: Mr. B. P. Wadke—late Sub-Engineer of—Engineer's Department—Petition, dated 6th June 1927, by.

(Ref. C. R. No. 362, dated 15-6-1927.)

Considered Report No. 15 dated 20th June 1927 of the Finance and Establishment Sub-Committee:—

"When Mr. Wadke's petition was considered in the Improvements Committee meeting on the 15th June, a question was raised whether it would not be possible to retain Mr. Wadke and train him in Asphalt work instead of Mr. Kanga who is junior to him, and the petition was thereupon referred to us for consideration and report. We have obtained a further report from the Chief Officer, in which he states that Mr. Kanga will have to take over part of the asphalt work in addition to his present duties which comprise supervising, road-making, quarries, filling in, etc., in Scheme 57. In view of the above facts we recommend that the petition be forwarded to the Board with a recommendation that Mr. Wadke be informed that the matter has been fully considered by the Committee and that nothing further can be done.

**Resolution 384.**—The Report No. 15, dated 20th June 1927 of the Finance and Establishment Sub-Committee should be adopted and approved.

2. A copy of the Sub-Committee's Report and of para 1 of this Resolution should be forwarded to the Board with a recommendation that the recommendation made by the Sub-Committee be approved.

6. Re: Establishment—Engineer's Department—Mr. Nadirshah—Junior Assistant Engineer—Grant of leave due and Provident Fund with permission to take service elsewhere during leave.

(Ref. C. R. No. 253, dated 4-5-1927.)

Considered Report of the Finance and Establishment Sub-Committee No. 16, dated 20th June 1927:—

"When the Chief Officer's note, dated 27th April 1927, in the matter of granting leave and Provident Fund to Mr. Nadirshah was considered in the Improvements Committee meeting on the 4th May last, a question was raised by Mr. Bell as to whether it would not be possible to treat the services of Mr. Nadirshah as having been transferred to the Municipality in which case he will take the leave earned by his service in the Trust to the Municipality and the question was referred to us for consideration and report.

As the suggested procedure is not provided for in the Trust Service Rules, the question was referred to the Municipal Commissioner for opinion. He states that the proposal made by the Chief Officer is correct and that as there is no provision in the Municipal Leave Rules for a procedure of this nature, the Rules will have to be revised and sanction of the Corporation will have to be obtained. In these circumstances we recommend the Committee to sanction the proposals made by the Chief Officer in his note, dated 27th April 1927, viz, (1) to pay Mr. Nadirshah the Provident Fund in full and (2) to grant him privilege leave for 3 months with permission to take up work with the Municipality while on leave.

**Resolution 385.**—The report No. 16, dated 20th June 1927 of the Finance and Establishment Sub-Committee should be adopted.

7. Re : Establishment—Secretary's Department—Messrs. Iya and Nabar—Grant of a personal allowance of Rs. 20 each to.

(Ref. C. R. No. 343 of 31-5-27.)

Considered Report No. 17, dated 20th June 1927, of the Finance and Establishment Sub-Committee :—

343

"With reference to Committee's Resolution No. ~~340~~ dated 31st May 1927, we beg to report that we have considered the question and we think that it would not be correct to sanction the grant of a personal allowance of Rs. 20 each to Messrs. Iya and Nabar as a permanent measure, as it may happen that when the grades are revised on the lines of the Municipal grades, the status of these men may be improved. We recommend therefore that proposed personal allowances be sanctioned as a temporary measure till the grades are revised.

Proposed by the Chairman—

"That the Report No. 17, dated 20th June 1927 of the Finance and Establishment Sub-Committee be adopted and necessary corrections be made in the Schedule of Establishment."

Dr. Viegas moved an amendment—

"That the question be considered along with the questions referred to in Committee's Resolutions No. 89, dated 13th July 1926 and No. 86, dated 8th February 1927."

The amendment dropped for want of a seconder.

Mr. Tairsee moved an amendment, which was seconded by Dr. Viegas :—

"That the matter be postponed till the grades are revised."

The amendment on being put to the vote was declared *lost* by a large majority.

The original proposition was then put to the vote and declared *carried* by a large majority.

**Resolution 386.**—The Report No. 17, dated 20th June 1927, of the Finance and Establishment Sub-Committee should be adopted and necessary corrections made in the Schedule of Establishment.

8. Re : Establishment—Engineer's Department—Mr. J. N. Vakil—Acting Junior Assistant Engineer—application for privilege leave for 3 months and 15 days from first week of July 1927.

**Resolution 387.**—The grant to Mr. Vakil of privilege leave for 3 months and 15 days is sanctioned.

9. Re : Establishment—Estates and Valuation Department—Mr. M. H. Bhandupwalla—  
payment of Trustees' contribution to.

Considered the following :—

- (a) Chief Accountant's note, dated 24th June 1927 :—

" Mr. M. H. Bhandupwalla, a clerk in the junior grade on the Estate Agent's permanent establishment applies for all leave due to him with permission to retire at the end of the leave, as he is certified as being permanently incapacitated for further service by the Trust medical officer.

Mr. Bhandupwalla joined service on 14th April 1914, on the temporary establishment and was transferred to the permanent establishment on 1st March 1922. The leave due to him on 1st June 1927, is privilege leave for 4 days and furlough on half pay for one month and 18 days and this can be sanctioned by the Chief Officer.

Under the existing Provident Fund Rules, a subscriber is not entitled to Trustees' contribution unless he serves for 15 years. As however Mr. Bhandupwalla retires because of his physical incapacity for further service, which is not caused by his bad habits, it is open to the Committee to grant him the Trustees' contribution with interest under Rule 10 of the Provident Fund Rules. The Trustees' contribution with interest amounts to about Rs. 460."

- (b) Chief Officer's note, dated 24th June 1927 :—

" I recommend that Mr. M. H. Bhandupwalla be given the Trustees' share of the contribution to the Provident Fund as his illness is through no fault of his."

**Resolution 388.**—The payment to Mr. Bhandupwalla of Trustees' Contribution (including interest) is sanctioned.

10. Re : Chowpatty East Estate—Plot No. 40—Rent free period—application for.

( Ref. C. R. 87 of 2nd March 1926. )

Considered the following :—

- (a) Estate Agent's No. 7459, dated 21st June 1927 :—

\* \* \* \* \*

2. The former Trustees by their Resolution No. 87, dated 2nd March 1926, accepted an application for a 99 years' building lease of Plot No. 40 East Chowpatty from Mr. Devidas Rupaji at a ground rent calculated at 6 per cent. on Rs. 40 per square yard per annum.

3. There being no provision for a rent-free period, and possession of the plot having been given on 6th April 1927, the annual rent amounting to Rs. 1,468 commenced to accrue to the Board on that date.

4. The applicant requests that the above date may be extended by 6 months so that the yearly rent may commence to accrue to the Board from 6th October 1927.

5. As the access to the plot in question is very inconvenient and tortuous and having regard to the fact that the Lessees of all the plots in this Estate so far leased, viz. Nos. (1), (2), (3) and (5) have been allowed a rent-free period of 12 months, the applicant's request is reasonable.

6. In these circumstances, the Committee's sanction may please be obtained to a rent-free period of six months being allowed in this case."

- (b) Chief Officer's note, dated 22nd June 1927 :—

" I agree with the Estate Agent's recommendation."

**Resolution 389.**—The sanction is accorded to a rent-free period of 6 months being allowed in this case.

11. Re : Naigaum Estate—Plot No. 12A—suit for the recovery of arrears of rent of.

Considered Estate Agent's No. 5956, dated 24th June 1927 :—

"I have the honour to state that the above plot is held under a lease, dated the 14th July 1925, by Mr. Shaikh Mahomed Usman at an annual ground rent of Rs. 2,776 and rent for 5 quarters ending 20th April 1927, amounting to Rs. 3,470 is in arrears.

Mr. Usman has been seen on several occasions by the undersigned and other Trust Officers and on each occasion he promised to pay off the arrears in a week or fortnight, but has so far not kept his promises.

He now states that commencing from June next he will clear off the arrears by monthly payments of each quarter's rent ; but it is feared he can not be realised upon ; and the Committee's sanction to file a suit in the High Court for the recovery of the arrears may, it is requested, be obtained."

**Resolution 390.**—The Chief Officer should be authorized to file a suit in the High Court.

At this stage the Chairman stated that he had just received the sad news of the untimely death of Mr. Narsimham, Deputy Estate Agent.

12. The following documents were executed :—

(1) *Debentures*—

Name of holder.	Year of loan.	Amount.	New.	Old.
		Rs.		
The Mercantile Bank of India, Limited ...	{ 1901	2,000	1	1
	{ 1913	500	1	1
Mr. Atmaram Anundrao ...	1908	1,000	1	1
Messrs. Samaldas Purbhoodas and others ...	1913	500	1	1
Total ...		4,000	4	4

(2) *License and duplicate* to Mr. Jamnadas Narottamdas Javeri *re* : Change of user of the building on plot No. 25, Sandhurst Road West Estate.

13. The following papers were laid on the table :—

1. Purchase Orders sanctioned by the Chief Officer, under Section 22(1) of the Act.
2. Work Orders do. do.
3. Sale of materials do. do.

# Bombay Improvement Trust.

ESPLANADE ROAD,

Bombay, 5th July 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 4.10 P.M. (S.T.) there were—

PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman.*
  2. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., M.L.C.
  3. DR. ACCACIO G. VIEGAS, L.M. & S.
  4. MR. L. R. TAIRSEE
  5. MR. S. L. SILAM, B.A., LL.B.
  6. MR. B. G. HORNIMAN.
  7. MR. NAOROJI M. DUMASIA.
  8. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
  9. MR. HOSENALLY M. RAHIMTOOLA, B.A., M.L.C.
  10. MR. K. F. NARIMAN, B.A., LL.B., M.L.C.
  11. MR. S. B. BILLIMORIA, M.B.E.
  12. MR. S. D. SAKLATVALA
  13. MR. R. D. BELL, C.I.E., I.C.S.
  14. MR. W. H. NEILSON, O.B.E.
  15. THE HON'BLE MR. G. A. THOMAS, C.I.E., I.C.S.
  16. MR. GANPAT KRISHNAJI BORADE.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.  
MR. J. T. BURGE, F.S.I., AG. CHIEF OFFICER AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meeting held on 28th June 1927 were signed.

1. Re Scheme 62—Love Lane Chawls—Reduction of rent in and provision of lights in the gangway of.  
( Ref. C. R. 26 of 1-6-1926. )

Considered the following :—

(a) Letter dated 20th June 1927, from the President of a meeting held on 11th June 1927 of the tenants of Love Lane Chawls :—

“ I have the pleasure in forwarding herewith Resolution No. 2A and B as under, passed at a crowded meeting over thousands held at Love Lane, Mazagaon, on 11th June 1927, under the Presidentship of Mahant Ambernath Banaji Konchiker.

### Resolution No. 2A.

That this meeting invites the attention of the City Improvement Trust Board of their previous arrangement they have set on foot with regard to the lights to be put up in the gangway of the Chawls of the City Improvement Trust situate at Love Lane and other places as early as possible as this will cause great inconvenience especially during the rainy season.

B. That the rent of the Love Lane Chawl of the City Improvement Chawl should be brought side by side with the chawls on the development scales now prevailing at Worli at Rs. 5 per mensem per Room."

(b) Chief Officer's note, dated 24th June 1927 :—

"The application asks that (a) the open spaces and passages of the Love Lane Chawls should be lighted, and (b) the rents should be reduced to Rs. 5 per room per month as charged by the Development Directorate for the Worli Chawls.

2. In this connection a request from the members of the depressed classes in February 1927, that the rents of these Chawls should be reduced to Rs. 7 per month, was referred to the Land Sub-Committee who reported after inspection in April that the chawls are popular and that no case had been made out for a reduction of the rents charged, which range from Rs. 9 to Rs. 11 for the majority of the rooms, especially in view of the proposal to light the staircase and passages with electric light, the estimates regarding which are under consideration.

3. The Trust Engineer's plans and estimates are now forwarded herewith\* showing that the cost of providing 124 electric lights for the open spaces, stairs, passages, washing places and caretakers' quarters will amount to Rs. 3,760, and that interest and maintenance charges on the amount together with the cost of energy consumed for 6 hours every night will amount to Rs. 254 per month. The additional charge to be levied per room will therefore amount to 6 annas per month on the assumption that 90% of the rooms are occupied.

4. The Land Manager in reporting on this matter stated that it is difficult to recover the present rents from the tenants, and this difficulty will be increased if any addition, however slight, be made to the existing rents. He also pointed out that if it be decided to light the Love Lane Chawls, it would be necessary to consider the question of lighting the rest of the Board's Chawls consisting of 139 blocks.

5. An application dated the 6th December 1924 was received in December 1924 from the tenants of the Trust's 2-room, 3-room and ground floor cottages at Matunga asking for an electric installation, for which they stated that if fittings were provided, they would be prepared to pay for the consumption of the electric energy.

An estimate was prepared by the Trust Engineer, and it was calculated that each tenant would have to pay Rs. 1-8-0 per month for the electric installation, but as the Trust were advised by their Pleader that no increase in the rent could be claimed until it was assented to by the tenants, only a few of whom were willing to do so, the proposal was dropped.

6. In the case of the present applicants in the Love Lane Chawls, it is extremely unlikely that they would agree to pay an extra 6 annas a month, when they are petitioning for a reduction of 50% in their rents, and the whole cost of Rs. 254 per month would have to be borne by the Trust. If it is decided to bear this cost, it is probable that the Trust would be faced with the cost of lighting in a similar manner all their chawls, which would entail heavy expense.

7. In this connection enquiries have been made, and it is found that the Development Department do not provide any lights for their many Chawls, and neither do the Municipality for their biggaries.

8. The Committee some time ago decided that the Municipal Commissioner should be written to for the purpose of seeing whether the water supply to the Love Lane Chawls could not be improved.



The Commissioner was accordingly addressed in the matter, who replied that Hydraulic Engineer reported that the storage tanks were insufficient to cope with the draw off during the busy hours.

9. Additional pump-men were therefore engaged, and the water supply was improved until April and May of this year, when high pressure cannot be maintained, as stated by the Commissioner, owing to the heavy draw-off in the locality.

10. I have therefore asked the Trust Engineer to prepare a scheme and estimates for underground tanks with an electric pump, which when ready will be placed before the Committee for their consideration."

Proposed by the Chairman—

"That the President of the meeting of the tenants of the Love Lane Chawls be informed that the Committee do not see any reason to reduce the present rents and also to put up lights in the gangway of the chawls and other places.

2. That Mr. Surve be informed with reference to the Resolution passed at a meeting of the Mahar Community held under his chairmanship in the compound of the Love Lane Chawls on 24th April 1926 that the Committee do not see their way to reduce the present rents and also to light the stairs and passages but that the question of water supply is still receiving attention.

3. That the Chief Officer be requested to expedite the proposed scheme for underground tanks."

Mr. Tairsee moved an amendment which was seconded by Mr. Dumasia—

"That, the Chief Officer be requested to submit a fuller report indicating the initial and recurring costs of putting up electric lights in washing places and staircases in all chawls."

Mr. Nariman suggested the following as a rider to Mr. Tairsee's amendment—

"That lights on staircases and in washing places (Nahanis) in Love Lane Chawls be put up at once and that the question regarding lighting the passages and other places and reducing the rents be referred to the Land Sub-Committee for consideration."

The rider was not accepted by Mr. Tairsee.

Mr. Tairsee's amendment was then put to the vote and *carried*. It then became the substantive proposition.

Mr. Nariman moved an amendment, which was seconded by Mr. Horniman—

"That the lights on staircases and in washing places (Nahanis) in the Love Lane Chawls be put up at once.

2. That the question of lighting passages and other places in the Love Lane Chawls be referred to the Land Sub-Committee for consideration and report."

3. That the question of reducing the rents of the Love Lane Chawls be referred to the Land Sub-Committee for re-consideration and report."

With the permission of the Committee, each para of Mr. Nariman's amendment was put to the vote separately.

Para 1 was put to the vote and declared carried.

Para 2 was put to the vote and declared carried.

Para 3 was put to the vote and declared *lost*, 4 members voting for and 10 voting against it.

Mr. Horniman demanded poll. The following members voted for the 3rd para of the amendment :—

1. Dr. Viegas.
2. Mr. Borade.
3. Mr. Horniman.
4. Mr. Nariman.

The following members voted against the 3rd para of the amendment :—

1. Sir Vasant Rao Anandrao Dabholkar.
2. Mr. Hoosenally.
3. Sir Phiroze C. Sethna.
4. Mr. Silam.
5. Mr. Billimoria.
6. Mr. Bell.
7. Mr. Saklatvala.
8. Mr. Tairsee.
9. The Hon'ble Mr. Thomas.
10. Mr. Neilson.

Mr. Dumasia did not vote.

The Chairman thereupon declared the 3rd para of the amendment *lost*.

The following then became the substantive proposition :—

“ That the lights on staircases and in washing places in the Love Lane Chawls be put up at once.

2. That the question of lighting passages and other places in the Love Lane Chawls be referred to the Land Sub-Committee for consideration and report.”

Mr. Bell moved an amendment to para 1 of the proposition, which was seconded by Mr. Dumasia—

“ That the lights on staircases and in washing places in the Love Lane Chawls be put up at once and that the expenditure on installation be limited to Rs. 1,000.”

The amendment on being put to the vote was declared *lost*.

Then the following proposition was put to the vote and *carried* :—

“ That the lights on staircases and in washing places in the Love Lane Chawls be put up at once.

2. That the question of lighting passages and other places in the Love Lane Chawls be referred to the Land Sub-Committee for consideration and report."

**Resolution 391.**—The lights on staircases and in washing places in the Love Lane Chawls should be put up at once.

2. The question of lighting passages and other places in the Love Lane Chawls should be referred to the Land Sub-Committee for consideration and report.

2. Re : Scheme 57—Sewri Quarry No. 2—Lessee Mr. D. M. Billimoria.

Considered the following :—

(a) Estate Agent's No. 8410, dated 2nd July 1927 :—

" I have the honour to state that in accordance with the Improvements Committee's Resolution No. 167 of 29th March 1927, a suit has been filed against Mr. Billimoria for (a) the recovery of the money due and payable by him under the License herein, (b) recovery of the possession of the premises, and (c) the appointment of a Receiver. The suit is coming off on Wednesday next.

2. Meanwhile the Lessee Mr. Billimoria approached the Trust Solicitors with his Surveyor and attorney for an amicable settlement. After some discussion, it was mutually agreed, subject to the sanction of the Chief Officer and the Improvements Committee, that the Trust should obtain a consent decree and that thereafter the Trust Solicitors should write to Mr. Billimoria's Solicitors in the form of a letter annexed herewith.

3. Mr. Billimoria's Solicitor at first proposed that the terms mentioned in the letter aforesaid should be embodied in the consent Decree but the Trust Solicitors thought it undesirable to do so and suggested that they should be in the form of a letter, to which Mr. Billimoria ultimately agreed.

4. The effect of the letter and the consent Decree that will be passed in favour of the Trust will be that the Trust will get peaceful possession of the premises immediately and will not take any steps to execute the decree for four months. Another advantage will be that the question of Receivership will not arise which will obviate the disabilities pertaining thereto and further litigation.

5. The arrangement come to, seems to be fair and reasonable and if approved by the Chief Officer, sanction of the Improvements Committee may, it is suggested, be obtained thereto."

(b) Chief Officer's note, dated 2nd July 1927 .—

" I agree with the Estate Agent's recommendations.

The Trust will get what they most require namely possession of the quarry.

I think therefore that Mr. Billimoria may be given four months before a decree for arrears is executed and I understand that he hopes to get a substantial person as partner during this period. This arrangement will do away with possible litigation and costs."

*Form of Letter referred to above—*

" With reference to the Consent Decree passed herein to-day in our client's favour, as arranged, we write to inform you that our client will not take any steps to execute the decree so far as payment of the amount due to our clients is concerned, for four months.

If during these four months your client pays up all the arrears of instalments mentioned in the plaint and make suitable arrangements approved by our clients, for payment of the Municipal Taxes, then our clients will hand back to your client possession of the quarries on the same terms and conditions as the original license and supplemental license or

such other terms as may be agreed between the parties. For this purpose it will be necessary for a fresh license as the license and supplemental have been terminated by our clients in accordance with their powers."

**Resolution 392.**—The proposed arrangement as set out in the draft letter of the Trust Solicitors is approved.

3. Re : General Retainer held by the Hon'ble Mr. J. B. Kanga for High Court work.

Considered Estate Agent's No. 8295, dated 1st July 1927:—

"It is desirable to renew for another twelve months the General Retainer held by the Hon'ble Mr. J. B. Kanga for High Court work which expires on 25th July 1927."

**Resolution 393.**—The General Retainer held by the Hon'ble Mr. J. B. Kanga for High Court work should be renewed for one year from the 25th July 1927.

4. The following documents were executed:—

1. *Agreement with* Mr. Nowroji Dorabji Dhakmarwala for building lease of plot No. 751, Dadar-Matunga Estate.
2. *Agreement for rent contract*—
  - (i) By Mr. Amritlal Nagardas in respect of Case No. 90 Scheme No. 47.
  - (ii) By Mr. Augustine Correia in respect of Case No. 510 Scheme No. 57.

5. The following papers were laid on the table:—

1. Purchase orders sanctioned by the Chief Officer, under Section 22 (1) of the Act.
2. Work orders sanctioned by the Chief Officer, under Section 22 (1) of the Act.
3. Temporary lettings sanctioned by the Chief Officer under Section 22 (1) of the Act.

# Bombay Improvement Trust.

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ESPLANADE ROAD,

*Bombay, 7th July 1927.*

At a Special meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 3 P.M. (S.T.) there were—

**PRESENT :**

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman.*
  2. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., M.L.C.
  3. DR. ACCACIO G. VIEGAS, L.M. & S.
  4. MR. L. R. TAIRSEE.
  5. MR. S. L. SILAM, B.A., LL.B.
  6. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
  7. MR. HOOSENALLY M. RAHIMTOOLA, B.A., M.L.C.
  8. MR. K. F. NARIMAN, B.A., LL.B., M.L.C.
  9. MR. S. D. SAKLATVALA.
  10. MR. R. D. BELL, C.I.E., I.C.S.
  11. MR. W. H. NEILSON, O.B.E.
  12. MR. GANPAT KRISHNAJI BORADE.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.  
MR. J. T. BURGE, F.S.I., AG. CHIEF OFFICER AND THE SECRETARY WERE ALSO PRESENT.

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The minutes of the meeting held on 5th July 1927 were signed.

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1. Re: Loan of 1927-28.

Considered Report No. 18, of the Finance and Establishment Sub-Committee, dated 5th July 1927 :—

“We have considered the question of raising a loan of Rs. 25 lakhs for the current year. We agree with the suggestion made by the Chief Officer that the loan be raised in the open market.

Regarding the terms on, the manner in and the time at which the loan should be raised, we recommend that the rate of interest payable on the loan be fixed at 4½%, the minimum issue price being fixed at Rs. 90-8-0 per cent. and we agree with the proposals made by the Chief Officer that the period of the loan should be 60 years, the Board reserving the right to redeem it at the end of 30 years or at the end of any subsequent year on giving six months' notice and that the Sinking Fund should be calculated at the rate of 4%. We also agree with the Chief Officer's proposal to raise the loan immediately after the Government has raised their loan.

We recommend that the Committee be authorized to negotiate with the local banks or to invite tenders from the public as the circumstances may require and that they be empowered by the Board to fix the actual date of issue and to accept the offers."

In this connection the Chairman mentioned that a letter had been received from Mr. S. D. Saklatvala stating that in the Sub-Committee meeting it was not decided to negotiate with the local banks or to invite tenders from the public but to invite tenders from the public only. The Chairman consulted the members of the Sub-Committee and it was generally agreed that the Report of the Sub-Committee was substantially correct.

Proposed by the Chairman—

"That the report No. 18, dated 5th July 1927, of the Finance and Establishment Sub-Committee regarding the terms on, the manner in, and the time at which the loan should be raised be adopted and approved.

2. A copy of the Sub-Committee's report and of para one of this Resolution be forwarded to the Board with a recommendation that approval be given to the recommendations of the Sub-Committee."

Mr. Tairsee moved an amendment which was seconded by Mr. Borade—

"That a loan of Rs. 25 lakhs be floated at 4% interest at Rs. 84 per cent."

The amendment on being put to the vote was declared *lost*.

Dr. Viegas moved an amendment which was seconded by Mr. Silam—

"That the Board be recommended that a loan of Rs. 25 lakhs be raised at a rate of interest of 4% per annum, the minimum issue price being fixed at Rs. 84 per cent., repayable in 1960-1970, the Board reserving the right to redeem it in 1960.

That offers be invited, the minimum issue price being fixed at Rs. 84."

The amendment on being put to the vote was declared *lost*.

Dr. Viegas demanded poll.

The following members voted for the amendment—

1. Dr. Viegas.
2. Mr. Silam.
3. Mr. Borade.
4. Mr. Tairsee.

The following members voted against the amendment—

1. Sir Vasant A. Dabholkar.
2. Mr. Hoosenally.
3. Sir Phiroze C. Sethna.
4. Mr. Bell.
5. Mr. Saklatvala.
6. Mr. Neilson.

Mr. Nariman did not vote.

The Chairman declared that the amendment was *lost*.

The original proposition was then put to the vote and *carried*.

**Resolution 394.**—The Report No. 18, dated 5th July 1927, of the Finance and Establishment Sub-Committee regarding the terms on, the manner in, and the time at which the loan should be raised is adopted and approved.

2. A copy of the Sub-Committee's Report and of para one of this Resolution should be forwarded to the Board with a recommendation that approval be given to the recommendations of the Sub-Committee.

2. Re : Notice of motion, dated 16th September 1926, by Dr. A. G. Viegas, L.M. & S., re : percentage of cost of collection on amounts collectable and actually collected during the last ten years.

( Ref. C. R. 216 of 23-9-26. )

Considered Chief Officer's note, dated 29th June 1927 :—

"With reference to the Improvements Committee's Resolution No. 216, dated the 28th September 1926, I beg to attach a statement showing the ratio of actual cost of collection of temporary revenue, to the amount collectable and that collected.

The rents of the chawls, S. P. Sheds and the acquired properties are recovered by the Chawl Superintendents, Rent Collectors and the Estate Superintendents.

In the statement the arrears at the end of every year and the collection made therefrom during the following year have also been shown year by year since 1916."

Statement showing ratio of cost of collection of the Temporary Revenue to the amount collectable and collected by the Land Manager's Department.

Year.	Arrears brought forward.	Demand for the year.	Total due.	Total cost of collection.	Ratio of cost (collectable.)	Amount collected during year out of arrears.	Amount collected out of current demand.	Total amount collected.	Ratio of cost of collection.	Arrears written off.	Arrears carried to next year.
1916-17 ...	86,217	15,48,122	16,34,339	42,286	2'59	51,326	14,81,939	15,33,265	2'76	6,660	94,414
1917-18 ...	94,414	17,09,998	18,04,412	39,084	2'17	62,774	16,33,657	16,96,431	2'30	8,544	99,437
1918-19 ...	99,437	18,47,594	19,47,031	51,262	2'63	80,617	17,47,008	18,27,625	2'80	5,136	1,14,270
1919-20 ...	1,14,270	20,00,575	21,14,845	54,770	2'59	1,02,756	18,36,535	19,39,291	2'82	4,104	1,71,450
1920-21 ...	1,71,450	21,71,736	23,43,186	68,635	2'93	1,15,516	19,47,681	20,63,197	3'33	3,505	2,76,484
1921-22 ...	2,76,484	25,21,530	27,98,014	84,862	3'03	1,78,087	22,19,739	23,97,826	3'54	2,206	3,97,982
1922-23 ...	3,97,982	25,66,770	29,64,752	96,057	3'22	1,71,078	22,69,550	24,40,628	3'94	19,981	5,22,126
1923-24 ...	5,22,126	25,31,705	30,53,831	1,06,295	3'48	2,13,694	20,93,778	23,07,472	4'61	19,461	7,26,898
1924-25 ...	7,26,898	24,29,539	31,56,437	1,02,515	3'25	2,73,719	20,40,462	23,14,181	4'43	1,14,547	7,27,709
1925-26 ...	7,27,709	23,50,424	30,78,133	98,407	3'20	2,25,019	19,05,181	21,30,200	4'62	2,87,327	6,60,606



**Resolution 395.**—Referred to the Finance and Establishment Sub-Committee for consideration and report.

3. Re: Gamdevi Estate—plot No. 51—permission to construct a well on.

Considered Report No. 1 of the Land Sub-Committee, dated 23rd June 1927:—

"We have considered this matter which was referred to us by the Committee under their Resolution No. 302, dated 24th May 1927, and also a letter, dated the 15th June 1927, from several of the surrounding tenants asking that the well should either be filled up or hermetically sealed to prevent the spread of malaria, and we recommend as follows:—

- (1) That the well should be allowed as a special case on condition that it is hermetically sealed and provided with a hand pump to the satisfaction of the Trust Engineer, and on payment by the lessee of a fine of Rs. 500.
- (2) That the petitioners should be informed that as the well will be hermetically sealed there will be no danger of malaria and that the well has therefore been allowed.
- (3) That the Municipal Commissioner should be requested to instruct his officers not to allow any wells on the Trust Estate without first consulting the Trust."

**Resolution 396.**—Consideration postponed to the next meeting of the Committee.

4. Re: Scheme No. 57—Cases Nos. 442, 463 and 464.

Considered Report No. 2 of the Land Sub-Committee, dated 23rd June 1927:—

"The property comprised in the above cases is shown bounded by blue lines on the accompanying plan \* No. 91, dated 7th May 1927. It admeasures 7,062 sq. yards. It is situated on the Sewri Cross Road and has, what are known as the Dharamsi Velji Mills, on part of the land.

2. The claimants with a view to retain the property were negotiating for settlement with the Trust, with the result that they have now agreed to the settlement of the above Cases subject to the following terms:—

On receipt of an intimation from the Estate Agent that the Committee have sanctioned the settlement of the Cases above referred to (hereafter called the claimants' property), the owners of the Cases (hereafter called the claimants) shall consent to the following terms and conditions:—

(A) The claimants shall consent to—

- (a) an award being made for the claimants' property, and immediate possession thereof taken by the Land Acquisition Officer,
- (b) the compensation in money to be awarded in respect of all interests in the claimants' property other than the claimants' and the benefit of the Lease mentioned in Head (c), and
- (c) the claimants' paying forthwith into the office of the Secretary the total amount of the award on the previous day of the date fixed by the Land Acquisition Officer for handing over the claimants' property to the Board.

(B) Upon the claimants' property becoming vested in the Board under Section 61 of their Act, the Board shall let the claimants' property to the claimants on

\* Not printed.

a monthly tenancy at a nominal monthly rent of Re. 1 (one), it being understood that the claimants shall collect rents, pay all Municipal Taxes and carry out all Municipal requisitions and requirements, and shall keep all the buildings in good repairs until the claimants are given and take on lease the lands specified in Head (C).

- (C) The Board shall, subject to the special conditions hereafter referred to, and subject to the covenants, conditions and provisoes usually inserted in the form of building lease adopted by the Board for their Estates, lease to the claimants for 999 years at an annual rent of Rs. 1,436 (one thousand four hundred and thirty six) the plot of land admeasuring about 9,628 sq. yards, marked P, Q, R, S, T, U, V, W, & X, and bounded by red scored lines on the plan No. 91, dated 7th May 1927—it being understood that the alignment of the new proposed streets shown on the plan is liable to revision while actually laying out and developing the Estate and the annual rent being increased or decreased according as the area on actual measurement is found to be more or less than 9,628 sq. yards, by the amount calculated at  $4\frac{1}{2}$  per cent. on the value at Rs. 12 per sq. yard of the difference.
- (D) Within a week from the receipt of an intimation from the Board's Estate Agent that the lines of the new proposed streets are laid out, the claimants shall appoint a Surveyor to meet the Board's Surveyor to ascertain the correct area of the plot to be leased. The demolition and removal of all buildings and structures on the land on these cases outside the area to be leased *viz.*, the land marked P, Q, R, S, T, U, V, W & X, and handing it over to the Board to be a condition precedent to the grant of the lease.
- (E) When all the requirements referred to in Head (D) have been carried out by the claimants the plot of land referred to in Head (C) shall be leased to the claimants subject to the following special conditions :—
- (1) The Lessees are not to erect any structure except a boundary wall within 15 feet of their North, Northwest and South boundaries except within a distance of 40 feet from the 60 feet roads on the East and West of their premises.
  - (2) The Lessees are to enclose the land to be leased by a brick compound wall with plaster or pointing 5 to 6 feet high to be approved by the Trust within 12 months from date of possession of the Trust land being given to them.
  - (3) Within 18 months from the said date of possession the Lessees are to fill in the portion of the land which originally belonged to them and now to be leased with good dry filling to such levels as the Trust may require, not being higher than the levels of the surrounding new roads, the Board similarly filling the remaining portion to be leased.
  - (4) The buildings on the land to be leased are not to be used for any other purposes than residences, shops (other than liquor or toddy shops) godowns, a Cotton Mill, factories or workshops (as may be approved by the Trust), showrooms and workmen's chawls.
  - (5) The height of all buildings shall be governed by the Municipal By-laws and the Trust's 63 $\frac{1}{2}$ <sup>o</sup> rule as to light and air. All buildings shall also be in conformity with plans, elevations and specifications which shall be previously approved by the Board and in accordance with the building rules which may at that time be in force for this Estate. This clause will not apply to the buildings now standing on the land so long as they are used in connection with the Mill.
- (F) These preliminary negotiations are subject to the terms of an agreement with form of Lease annexed to be prepared by the Board's Solicitors, and

- (G) The cost incurred by the Board of, and incidental to the agreement, the Lease and any other required documents shall be borne by the claimants, it being understood that the claimants shall deposit with the Secretary a sum of Rs. 700 within a week from the date of intimation to them that the Committee have accepted these terms and on the receipt of this deposit, the Board's Solicitors will be instructed to take in hand the work of drawing up the agreement.
3. Under the proposed arrangement the claimants get a compact plot P, Q, R, S, T, U, V, W & X, shown bounded in red scoring. They give up two pieces of vacant land lying outside the plot.
4. The Trust land, included in the above plot on the proposed Sewri Cross Road admeasures about 1,716 sq. yards and is valued at Rs. 12 per sq. yard, and that on the proposed 60 feet road South-east of the plot is about 2,245 sq. yards, and is valued at Rs. 10 per sq. yard.
5. The two pieces of claimants' land, which they will give up, have an aggregate area of about 1,395 sq. yards, which has been valued at Rs. 8 per sq. yard.
6. The net result amounts to the disposal of Trust land admeasuring 2,566 sq. yards (1,716 plus 2,245 minus 1,395) worth Rs. 31,882. The ground rent on this value on the  $4\frac{1}{2}$  per cent. table amounts to Rs. 1,436 per annum.
7. Endeavours have been made to get the claimants to pay ground rent on the 6 per cent. basis instead of the  $4\frac{1}{2}$  per cent. basis, but they have refused, as they state that the Trust frontage land to be taken up by them is of no particular value to them for their Mill purposes, but at the same time to assist the Trust, they have agreed to take up the additional area now required, owing to the realignment by the Trust of the proposed new road further to the west to avoid an old Temple.
8. The original ground rent to be charged to the claimants has, therefore, been increased from Rs. 1,350 to Rs. 1,436 per annum, and in the special circumstances, we are of opinion that the proposed settlement is fair and reasonable, and we beg to recommend that it may be accepted."

**Resolution 397.**—The report of the Land Sub-Committee is adopted.

5.

Re: Mumbra Sand Contract.

Considered Report No. 2, dated 28th June 1927, of the Works Sub-Committee:—

"With reference to Committee's Resolution No. 365, dated 21st June 1927, we beg to report that we have considered the question and recommend that the proposals made by the Engineer to start the contract of Messrs. N. Purshottam and Co., on the 1st October 1927, and to sell off by auction all the barges and boats which the Contractors do not require be sanctioned.

We further recommend that Messrs. The Sand and Shingle Supplying Co. be informed with reference to their letters of 7th February 1927, 24th February 1927, 8th March 1927 and 28th March 1927, that the Committee see no reason to alter their previous decision."

**Resolution 398.**—The report of the Works Sub-Committee is adopted.

6. Re : Septic tanks and filter beds at Dadar-Matunga—complaints regarding bad smells from.

Considered Report of the Works Sub-Committee No. 3, dated 28th June 1927:—

“With reference to Committee's Resolution No. 245, dated 4th May 1927, we beg to report that we have obtained a report from Mr. J. A. Mitchell and note that he is making further tests with a view to a possible elimination of some of the smell by introducing a chemical in the stream which leaves the septic tanks. Pending the receipt of Mr. Mitchell's report showing the results of his experiments, we do not think it advisable to incur any expenditure on the construction of further septic tanks. We also intend visiting the site with Mr. Arbuthnot, (if he can possibly come). We shall make a further report to the Committee after we receive a report from Mr. Mitchell and inspect the site.”

**Resolution 399.**—The further report of the Works Sub-Committee is awaited.

7. Re : Statements showing outstanding references before Sub-Committees.

## , Statement A.

Showing the Resolutions passed by the Committee asking for reports from the Chief Officer.  
(*Vide* Committee's Resolution No. 197, dated 5th April 1927.)

Committee's Resolution, No. and date.	Subject.
26, dated 1st June 1926.	Love Lane Chawls—Regarding the initial cost and maintenance charges of putting up lights on stairs and passages and the approximate charge to be levied from the occupants in respect of the same.
126, dated 10th Aug. 1926.	<p>(a) The Chief Officer be requested to report the total expenditure per mensem incurred by the Bombay Improvement Trust in maintaining the Tribunal of Appeal.</p> <p>(b) How many cases have been disposed of by the Tribunal since the transfer and how many are pending ?</p> <p>(c) How often does the Tribunal meet in a week and on what days and for how many hours ?</p> <p>(d) What is the average payment per working hour to the President of the Tribunal and what is the expenditure per case since the transfer ?</p> <p>(e) Whether it would be more economical without adversely affecting the efficiency to pay fees per every working hour to the President and whether the Improvements Committee through the Board should make such recommendation to the Government.</p>
175, dated 2nd Sept. 1926.	<p>That the Chief Officer be requested to furnish the following information with regard to the western portion of Parel Road from Lalbag to Parel :—</p> <p>(1) The date on which this road was asphalted.</p> <p>(2) The cost incurred in making the road.</p> <p>(3) The present condition of the road and its causes.</p> <p>(4) The estimated cost of repairing the road.</p> <p>(5) Whether this road has been handed over to the Municipality, and</p> <p>(6) If not, the reasons for not transferring it yet.</p>
197, dated 16th Sept. 1926.	That the Chief Officer be requested to report whether any supersessions have taken place in the permanent subordinate staff of the Trust within the last two years and which of them (a) by Trust employees and which (b) by outsiders and the reasons therefor.
216, dated 28th Sept. 1926.	That the Chief Officer be requested to report the cost of collecting the rents of chawls, acquired buildings and lands let on short tenancies, the agency or agencies employed for collecting them, the ratio of the cost to (a) the rents collectable and to (b) those actually collected and the amounts written off for each of the last ten years.

Committee's Resolution, No. and date.	Subject.
217, dated 28th Sept. 1926.	<p>That the attention of the Chief Officer be invited to the advertisement, dated the 10th September 1926, appearing in the local newspapers inviting applications for the post of the Trust Engineer and he be requested to report at an early date :—</p> <ol style="list-style-type: none"> <li>(1) What are the reasons for the delay of 4 months in issuing the advertisement when the Board's Resolution on the subject was passed on the 17th May 1926.</li> <li>(2) Why the terms have not been placed before the Committee for their approval.</li> <li>(3) Whether he and the Municipal Commissioner have come to any arrangement for the reorganization of the Municipal and Trust Engineering Departments as required by Corporation Resolution No. 1813, dated 12th May 1926.</li> <li>(4) Whether in view of the curtailment of the activities of the Trust such a highly salaried post is necessary, especially as the post of the Municipal Executive Engineer carries a salary of Rs. 1,200—2,000 only, and</li> <li>(5) Whether it would not be advisable to abolish the post or to reduce the salary thereof.</li> </ol>
296, dated 7th Dec. 1926.	Gratuity to staff—to furnish concrete cases comparing the benefits which would accrue to the staff under Trust rules and the Municipal rules respectively.
200, dated 12th April 1927.	Scheme 56 Dharavi (southern portion of) proposed development of a portion as sites for milch cattle stables.
358, dated 15th June 1927.	Scheme 32, Agripada—nuisance by pathans on foot paths and on vacant land in Souter Street (encroachment between plot 15, East Agripada and Case 67). (Reference C. R. 185, dated 16th September 1927.)

**Statement B.**

Showing the outstanding references before the Sub-Committees.  
(*Vide* Committee's Resolution No. 197, dated 5th April 1927.)

Committee's Resolution, No. and date.	Subjects.	Referred to.
89, dated 13th July 1926.	Adoption of the Municipal rules and regulations as regards pay, leave, gratuity and provident fund to the Improvement Trust staff.	Finance and Establishment Sub-Committee.
259, dated 2nd Nov. 1926.	Amalgamation of the Trust with Corporation.	Do.
86, dated 8th Feb. 1927.	Regarding payment of salary to the clerical and inferior staff according to the scale in vogue in the Municipal Corporation.	Do.
95, dated 22nd Feb. 1927.	Mr. Tairsee's notice of motion regarding Insurance of Trust properties.	Do.
301, dated 14th Dec. 1926.	Insurance of Trust properties—Further report called for from the Chief Officer on the suggestion of Mr. Wadia to start a fund for the purpose <i>vide</i> Finance and Establishment Sub-Committee's Resolution 7, dated 7th February 1927.	Do.
173, dated 29th Mar. 1927.	Stores in Stock Account—Regularising of short postings made by the Engineering staff on the works.	Do.
216, dated 12th April 1927.	Cost of Management and Establishment— Note by the Examiner, Outside Audit.  Notices of motion by Dr. Viegas :—  That the Board are of opinion that the following points should be borne in mind in effecting retrenchment:—	Do.
234, dated 19th April 1927.	(1) That the Engineer's Office should be transferred from Matunga to the Head Office.	Do.
236, dated " " "	(2) That the Drawing Sections under the Engineer and the Amalgamated Departments of Land Manager and Estate Agent should be amalgamated.	Do.
151, dated 19th Aug. 1926.	Notice of motion by Mr. Rajaram K. Vaidya regarding the abandonment of the Worli-Koliwada Scheme.	Improvement Sub-Committee.
156, dated " " "	Notice of motion by Dr. E. Moses regarding Improvement of Kamatipura District.	Do.
153, dated " " "	Notice of motion by Mr. B. B. Palwanker regarding the construction of two or three room tenements or cottage system blocks for the use of lower-middle classes.	Works Sub-Committee.
51, dated 25th Jan. 1927.	Proposed exchange of land with the Acworth Leper Asylum.	Special Sub-Committee.

Committee's Resolution, No. and date.	Subject.	Referred to.
105, dated 20th July 1926. 155, dated 19th Aug. 1926. 158, dated " " "	Notices of motions by Messrs. Dumasia, Meyer Nissim and Hoosenally M. Rahimtoola regarding Dharavi Scheme.	Special Sub-Committee.
265, dated 2nd Nov. 1926.	Notice of motion by Dr. S. S. Batlivala that, in view of the petition from the residents of Dadar Parsee Colony, the layout of the circle at the junction of Kingsway and the road leading to the Dadar Overbridge should not be proceeded with.	Do.
245, dated 4th May 1927.	Septic tanks and filter beds at Dadar-Matunga.—Complaints regarding bad smell from.	Works Sub-Committee.
252, dated " " "	Establishment.—Bringing the post of Chief Officer on to the schedule of Establishment.	Finance and Establishment Sub-Committee.
257, dated " " "	Dharavi Scheme.—Letter from the President of the Dharavi Kolis' meeting complaining against the budget provision in 1927-28 for the acquisition of properties in.	Special Sub-Committee adopted under Committee's Resolution No. 105, dated 20th July 1926.
258, dated " " "	Worli Koliwada Scheme.—Letter from Pedro Pawshaw Patil and other Patils of Worli Koliwada complaining against the provision made in the Trust budget estimate for 1927-28 for the acquisition of properties in.	Improvements Sub-Committee.
259, dated " " "	Provident Fund Rules.—Notice of motion by Mr. Hoosenally M. Rahimtoola regarding the rate at which Provident Fund moneys should be remitted to England.	Finance and Establishment Sub-Committee.
295, dated " " "	Establishment—Engineer's Department—Proposal for reducing the staff due to curtailment of Trust programme of works.	Do.
302, dated 24th May 1927.	Gamdevi Estate plot 51.—Request from the tenant for permission to construct a well on.	Land Sub-Committee.
326, dated 31st May 1927.	Sewri Quarry.—Profit and Loss account on the working of the quarry for the year 1925-26.	Works Sub-Committee.
365, dated 21st June 1927.	Mumbra Sand Contract—Letters from Messrs. The Sand and Shingle Supplying Company complaining against the new Contractors Messrs. N. Purshottam & Co.	Do.
377, dated " " "	Establishment—Estates and Valuation Department—Laxman Ragho, Hamal—Application for some contribution from Trust's funds.	Finance and Establishment Sub-Committee.
379, dated " " "	Notice of motion dated 14th June 1927 by Mr. L. R. Fairsee that the present "War" Allowances—a term now a misnomer—paid to Trust staff be merged in the salaries.	Do.
383, dated 28th June 1927.	Case 7 Scheme 43—complaint from Mr. Shaik Munaowar, an old tenant in Aga Building on Parel Road, Bhendy Bazar against refusal to giving him a room in.	Do.



**Resolution 400.**—The statements A and B are recorded.

8. Re Suparibaug Estate—Plots 73 and 74 and Sandhurst Road East Estate—Plot 69—Permission to proceed with the sale of the properties on.

Considered Estate Agent's No. 8238, dated 30th June 1927 —

" With reference to the Trustees' Resolution No 429, dated the 3rd November 1925, I have the honour to state that Consent Decrees in connection with the suits in the above matters were obtained for Rs. 4,220-13-0 and Rs 3,551-11-0 respectively with costs and amount interest on judgment, against the Lessee Mr. Dayashanker Deoshanker Dave—the decretal to be paid by monthly instalments of Rs 250 each in each case

Mr. Dave paid his monthly instalments amounting to Rs. 5,000 and the balance payable by him amounts to Rs 2,772-8 0 exclusive of the 6 per cent. interest and costs This amount has long become overdue and inspite of my repeated demands and the Trust Solicitors' warning letters he has not paid the same The Trust Solicitors were consulted in the matter who advised that the buildings on the above plots should be attached in execution of the Decrees against Mr. Dave According to this advice, the Trust Solicitors were instructed to take necessary steps in the matter.

Accordingly attachments were levied on the 9th May 1927, upon the above properties and Mr. Dave was given one month's time to pay the amount due to the Trust

Mr. Dave has not yet paid the Trust dues and our Solicitors are of opinion that the Trust can have the properties sold by the Court

I have, therefore, to request the favour of your obtaining the Improvements Committee's sanction to proceed with the sale of the properties attached."

**Resolution 401.**—The sanction asked for is accorded.

9. Re Audit Objection by Examiner, Outside Audit, re write off of irrecoverable rents.

Considered the following :—

(a) Letter No O. A. 10-369, dated 12th October 1926, from Examiner, Outside Audit :—

" I have the honour to invite a reference to Trustees' Resolution No. 131, dated the 16th March 1926, in which sanction was accorded to the write off of irrecoverable arrears of rent amounting to Rs. 2,85,435.

2. On an examination of the details of the case it was found that the orders could not be accepted in audit for the following reasons :—

- (1) The totals of the several scheme statements or irrecoverable arrears when compared with the amounts shown in the consolidated statement submitted to the Board were found to disagree
- (2) The total amount of the consolidated statement of the irrecoverable arrears of rents sanctioned to be written off was consequently considerably affected.
- (3) Several amounts of arrears already written off by the Board in previous years were again included in the statement of arrears written off in the Trustees' Resolution under reference.
- (4) Certain amounts which were not due were included in the scheme statements of irrecoverable arrears written off.
- (5) Amounts already recovered or partly recovered were shown as irrecoverable arrears, and sanctioned to be written off.
- (6) The amount of total recoveries shown in the statement submitted to the Board was found to disagree with the amount of recoveries shown in the Chief Accountant's books.

3. The Chief Accountant was accordingly requested to get the sanction revised by the Improvements Committee. In reply it is stated by the Land Manager's Department that a revised statement of the amounts involved will be submitted for the information of the Chief Officer and the Chief Accountant has passed on the reply to this office. It does not appear that any power has been delegated to the Chief Officer to write off Trust's dues; in any case he cannot revise a sanction accorded in a Trustees' Resolution. The matter is accordingly brought to the notice of the Improvements Committee, particularly as it discloses the unsatisfactory state of the departmental accounts of the Land Manager's Office.

4. From the figures given in the margin it will be seen that the amount of arrears

Amount of rent written off.			
Rs. a. p.			
1922-23	...	...	2,246 3 2
1923-24	...	...	12,715 9 4
1924-25	...	...	1,19,508 1 7
1925-26	...	...	3,21,952 1 4

written off during the year 1925-26, including the amount dealt with in the Trustees' Resolution under reference is very large, and compares most unfavourably with the amounts written off in similar circumstances in past years. In this connection I would mention

that a suggestion was made in this office O. A. 41, dated the 15th December 1925, and 37, dated the 21st May 1926, that monthly reports of rents outstanding and the action taken to recover them should be obtained from each rent collector and after suitable consolidation submitted for the information and orders of the Land Manager, so as to enable him to keep a watch on the progress of rent recoveries. To this a reply was given by the Land Manager that periodical arrear statements of rents are submitted for the Land Manager's information and all that can be done is being done. The Chief Accountant again passed on this reply to the Audit Department.

5. The Land Manager's Department was requested to produce the arrear statements for the year 1925-26 and the current year, and it transpired that no such statements have been prepared and submitted for the period in question. All that was forthcoming is one statement for 1924-25, (relating to one scheme) which is herewith forwarded for the information of the Committee. Comment is unnecessary. The statement shows at a glance the kind of control and watch exercised by the Land Manager's Department on its revenue.

6. Attention is also invited to the correspondence ending with this office No. O. A. 10-234, dated the 12th August 1926, regarding the unsatisfactory condition in which the rentdemand registers maintained by the Land Manager's Office have been since the year 1922-23. In spite of repeated remarks offered in the half-yearly audit notes, the same unsatisfactory state of the accounts continues. As a result of the incomplete state of the registers my Department has not been able to conduct the test audit of the Land Manager's rent accounts, and consequently this important source of the Trust revenue has remained unaudited since the year 1922-23.

7. Lastly I would point out that with a view to improve the unsatisfactory state of the Land Manager's accounts, a suggestion was made that the rent accounts should be audited to some extent by the Chief Accountant's Department, as is being done in the Bombay Port Trust. In reply the Chief Accountant has stated that the audit cannot be undertaken by his Department as his staff has been reduced to a minimum.

8. As the rents collected by the Land Manager's Department form a very important item of the Trust revenues it is necessary that the accounts of the Land Manager's Department should be put on a satisfactory basis at a very early date. Two important irregularities have already been brought to light and reported to the Improvements Committee, in this office letter No. O. A. 10-370, dated the 12th October 1926."

(b) Chief Officer's note, dated 28th June 1927 :—

"Paras 1, 2 and 3 of the Examiner's letter.—These refer to the write-off of Rs. 2,85,435 sanctioned in Trustees' Resolution No. 130, dated 16th March 1926. This amount was made up of over 5,000 items. On a re-check it was found that the correct amount should have been Rs. 2,71,018-5-1<sup>2</sup> and a report thereof was made to the Committee in November 1926, and the question was referred to the Finance and Establishment Sub-Committee on whose recommendation the Committee sanctioned the reduction of the amount from Rs. 2,85,435 to Rs. 2,71,018-5-1, vide C. R. No. 325, dated 21st December 1926.

In his para 3 the Examiner refers to a reply given by the Land Manager that a revised statement of the amount would be submitted to the Chief Officer for information. The Land Manager did not of course mean that the Chief Officer would sanction the revised statement. As a matter of fact, all communications are addressed by Heads of Departments to the Chief Officer only and not to the Committee.

*Para 4 of the Examiner's letter.*—It is not correct to judge the amount written off in one year on the basis of the amounts written off in the past. The correct basis is the percentage of the total amount written off to the total amount recoverable. The percentage of the total amount written off to the total recoverable amount from 1st April 1910 to 30th September 1926, is 2'02, which is fair.

*Para 5 of the Examiner's letter.*—Arrear statements are prepared periodically for each scheme and each rent collector and submitted to the Estate Agent for his information. These statements for 1925-26 had not been prepared owing to pressure of work, when the Government Auditor demanded them in July 1926. The Examiner states that only one statement for 1924-25, (*i. e.*, relating to one Scheme) was forthcoming. This is not correct. The Auditor asked for the arrear statements for 1924-25 for the Examiner's information. He was informed that the statements were not in office but they were with the Assistant Land Managers and the Estate Superintendents for action. Then he asked for any statement as a specimen and the one referred to was sent to the Auditor. Thus it will be seen that the statements for all the Schemes were prepared and would have been shown to the Auditor if he had asked for all.

*Para 6 of the Examiner's letter.*—This is being attended to and the rent registers for 1922-23, 1923-24 and 1925-26, have been completed. The register for 1924-25 will be completed very shortly.

*Para 7 of the Examiner's letter.*—This question is under consideration.

*Para 8 of the Examiner's letter.*—No remarks are called for, as the Examiner's No. O. A. 10-370, dated 12th October 1926, was placed before the Committee and recorded, C. R. No. 157, dated 24th March 1927."

**Resolution 402.**—Referred to the Finance and Establishment Sub-Committee for consideration and report.

10. The following documents were executed :—

- (1) *Lease and counterpart* to the Bombay Cycle and Motor Agency Limited, *re* : plots Nos. 11 and 21 Mathew Road Estate.
- (2) *Acceptances of applications* by the Bombay Electric Supply and Tramways Company, Limited, for the leases of plots Nos. A & B on Sion Matunga Estate (for Electric Sub-Station).

# Bombay Improvement Trust.

ESPLANADE ROAD,

Bombay, 13th July 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 2-30 P.M. (S.T.) there were—

## PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman.*
2. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., M.L.C.
3. DR. ACCACIO G. VIEGAS, L.M. & S.
4. MR. L. R. TAIRSEE.
5. MR. S. L. SILAM, B.A., LL.B.
6. MR. B. G. HORNIMAN.
7. MR. NAOROJI M. DUMASIA.
8. MR. HOSENALLY M. RAHIMTOOLA, B.A., M.L.C.
9. MR. K. F. NARIMAN, B.A., LL.B., M.L.C.
10. MR. S. B. BILLIMORIA, M.B.E.
11. MR. S. D. SAKLATVALA.
12. MR. R. D. BELL, C.I.E., I.C.S.
13. MR. W. H. NEILSON, O.B.E.
14. THE HON'BLE MR. G. A. THOMAS, C.I.E., I.C.S.
15. MR. GANPAT KRISHNAJI BORADE.  
AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.  
MR. J. T. BURGE, F.S.I., AG. CHIEF OFFICER AND THE SECRETARY WERE ALSO  
PRESENT.

The minutes of the meeting held on 7th July 1927 were signed.

1. Dr. Viegas asked for priority for item No. 17 on the Agenda, which was a notice of motion from him.

The permission was refused, 4 members voting for and 6 against it.

Dr. Viegas demanded a poll. The following members voted for the grant of the permission:—

- Dr. Viegas.
- Mr. Silam.
- Mr. Borade.
- Mr. Tairsee.

The following members voted against the grant of the permission :—

Sir Vasantrao.  
Mr. Bell.  
Mr. Saklatvala.  
Mr. Dumasia.  
Mr. Neilson.  
The Hon'ble Mr. Thomas.

The other members did not vote.

The Chairman declared that the permission was not granted.

2. Mr. Tairsee asked for and obtained priority for item No. 15 on the Agenda, which was a notice of motion from him.

In accordance with that notice it was—

Proposed by Mr. Tairsee—

“That it is undesirable that a member of the Committee should, through the agency of any Officer or servant of the Board, put himself in communication with any of the Board's contractors.”

The motion was seconded by Mr. Borade and on being put to the vote was *carried* unanimously.

**Resolution 403.**—Carried.

3. Re : Gamdevi Estate—Plot No. 51—permission to construct a well on,

( Ref. C. R. 396 of 7th July 1927. )

Consideration of Report No. 1 of the Land Sub-Committee, dated 23rd June 1927, was resumed with reference to Committee's Resolution 396 of 7th July 1927 :—

Proposed by the Chairman—

“That the report of the Land Sub-Committee be adopted.”

Sir Vasantrao moved an amendment—

“That permission to sink a well be not granted.”

The Chairman ruled the amendment out of order, as it was a negative amendment.

Dr. Viegas moved an amendment which was seconded by Mr. Neilson.

“That the Report of the Land Sub-Committee be recorded.”

The amendment on being put to the vote was declared *lost*.

Mr. Tairsee moved an amendment which was seconded by Mr. Horniman.

“That the Report of the Land Sub-Committee be adopted with the deletion of the words ‘and on payment by the lessee of a fine of Rs. 500.’ ”

The amendment on being put to the vote was declared *lost*.

At this stage Sir Vasantrao wanted to move an amendment but the Chairman ruled that a member having moved one amendment was not entitled to move another amendment.

Mr. Hoosenally moved an amendment which was seconded by Dr. Viegas—

“That the Report of the Land Sub-Committee be adopted but ‘Rs. 1000’ should be substituted for ‘Rs. 500’.”

The amendment on being put to the vote was declared *lost*.

The original proposition was then put to the vote and *carried*.

**Resolution 404.**—The Report of the Land Sub-Committee should be adopted.

4. Re : *Scheme 57—Case No. 431—Cultivation of land in.*

Considered Estate Agent's No. 8594, dated 6th July 1927 :—

“I have the honour to state that the right of cultivating the above land and removing fruits from the trees standing thereon, for a period of one year commencing from 1st July 1927, together with similar right in connection with a portion of the land (8,500 sq. yards) in case No. 430, was put up to auction on 30th May 1927.

2. The highest offer received in respect of the two cases was Rs. 2,900. It was rejected as it was considerably below the highest offer of Rs. 5,475 received last year.

3. With a view to securing better offers, the two cases were again put up to auction separately on 23rd June 1927. The highest offer received for case 431 was Rs. 3,350 from one Mr. Meghaji Duda as against Rs. 4,425 last year. This offer was also rejected as it was considered low and as it was anticipated that a higher offer would be realised. As a matter of fact on the same day one Mr. Gangadas Jina gave a written offer of Rs. 3,600.

4. The right in respect of case No. 431 was, in the circumstances, reauctioned on 29th June 1927, when Messrs. Meghaji Duda and Gangadas Jina were also present. Mr. Meghaji did not take any part and as no one submitted any bid, the offer of Rs. 3,600 which Mr. Gangadas Jina had made in writing was accepted, subject to the Chief Officer's approval and the Improvements Committee's sanction and Mr. Gangadas was asked to pay Rs. 500 as deposit, which he did on the same day.

5. The offer is fair and recommended for the Chief Officer's approval and sanction of the Improvements Committee.

6. A statement of offers received in previous years and a plan\* showing the land to be let bounded red, accompany for reference and favour of return.”

*Statement of offers received in previous years referred to in para 6 above.*

Description of the right.	Name of the highest bidder.	Last 3 years' offers.			This year's offer.	Deposit paid.	Remarks.
		1924-25	1925-26	1926-27			
		Rs.	Rs.	Rs.	Rs.	Rs.	
Right of cultivating and removing fruits.	Mr. Gangadas Jina.	4,000	2,100	4,425	3,600	500	

**Resolution 405.**—The offer of Rs. 3,600 by Mr. Gangadas Jina is accepted.

\*Not printed.

5. Re : Scheme 60—Case No. 69-A—Rent Contract in.

Considered Estate Agent's No. 8805 of 8th July 1927 :—

" I have the honour to state that after the acquisition of the property in the above Case, consisting of a Chawl in front and a godown in the rear, a rent-farming contract was given on 6th September 1921 to the former owner of the property, Mr. Haji Ismail Tyeb Chapra, at a monthly rent of Rs. 325 which was subsequently increased to Rs. 328-1-0 owing to the increase in taxes by the Bombay Municipality..

2. In June 1926 the Contractor fell into heavy arrears and he asked the Trust by his letter dated 28th June 1926 to take possession of the godown in the rear which was lying vacant and which, he alleged, had put him to great loss. In reply he was informed that as the whole property was in his charge, the Trust could not take part-possession.

3. As the contractor failed to pay up the arrears of rent, the Improvements Committee, by their Resolution No. 55 of 29th June 1926, authorized the Chief Officer to file a suit in the High Court against the contractor for ejection and recovery of rent. Before the filing of the suit, the contractor was informed of the said Resolution and he was asked to clear off all his arrears.

4. On 27th July 1926 the contractor wrote another letter in which he promised to pay the amount due by him within a fortnight and made a proposal to enter into a fresh rent contract for the front chawl only, excluding the godown in the rear, which he again asked the Trust in that letter to take over and in respect of which he also claimed refund of rent, as the same was lying vacant from 1st June 1926. In other words, he desired to enter into a new agreement for the front chawl only at a reduced rental of Rs. 278-1-0 (the original rent of Rs. 328-1-0 minus Rs. 50 being the rent of the godown). In reply, he was informed that if he paid up all arrears of rent without any loss of time before the suit was actually filed, his application for a fresh contract as also for the refund of rent in respect of the said godown, would be submitted to the Chief Officer for orders.

5. Ultimately after some further correspondence with this office and the Trust Solicitors, the contractor paid up the whole amount due by him for rents upto 30th November 1926 and also agreed to pay Rs. 124 being the costs incurred by the Trust Solicitors, in connection with the suit which was to have been filed against him in the High Court. This was followed by a letter dated 25th November 1926 in which he renewed his application for the said refund of rent and fresh agreement for the front chawl at a reduced rent of Rs. 278-1-0.

6. On 15th December 1926 Mr. Chapra was informed that as the amount of his old deposit was credited to his account, as part payment of the arrears of rent due by him, he should pay, if he desired to have a fresh agreement for the front chawl, one month's rent in advance and two months' rent as deposit, on receipt of which his application for a fresh agreement and refund of rent of the godown would be submitted to the Chief Officer for favourable consideration.

7. Owing to illness and other causes, Mr. Chapra failed to pay the said rent and deposit as also the cost of Rs. 124 incurred by the Trust Solicitors and again ran into arrears. After some further correspondence, he has now paid up the whole amount due by him for rent up to the end of June last and two months' rent as deposit.

8. In the above circumstances, the Chief Officer's sanction is requested to enter into a fresh agreement with Mr. Chapra for the rent contract of the front chawl on a monthly rental of Rs. 278-1-0 from 1st December 1926.

9. As regards the contractor's application for the refund in respect of the godown, he deserves some relief as the godown was practically vacant from June 1926 and as the contractor had asked the Trust to take possession of the same as far back as 28th June 1926. It is therefore suggested that he may be allowed refund from 1st August 1926 to 30th November 1926 at the rate of Rs. 50 per month. This, if granted, will enable him to

receive Rs. 200 which will be placed to his credit and adjusted towards part-payment of rent for July 1927. In this connection, it may be pointed out that Mr. Chapra was induced from time to time to pay up all the arrears of rents due by him, on his being assured that he would be recommended to the Chief Officer for this relief."

**Resolution 406.**—The Estate Agent's proposals to enter into a fresh agreement with Mr. Chapra for the rent contract of the front chawl on a monthly rental of Rs. 278-1-0 from 1st December 1926 and to refund him a sum of Rs. 200 on account of the rent of the godown are sanctioned.

6. Re : Dadar Matunga Estate—plot No. 291—motor garage on.

Considered the following :—

(a) Trust Architect's No. 1694 of 24th June 1927 :—

"I have the honour to forward herewith plans\* received from the Lessee's Architects showing a motor garage proposed to be erected on the above plot and to state that the proposal is unobjectionable and may be allowed on the Board's usual normal conditions contained in Trustees' Resolution No. 296 of 27th September 1918."

(b) Estate Agent's No. 8461, dated 4th July 1927 :—

\* \* \* \* \*

2. There is no objection to the proposed motor garage being erected in accordance with the terms mentioned by the Trust Architect.

3. Extra ground rent will however be payable for the same at a rate of Rs. 25 per annum for every 100 sq. feet. of the area covered."

**Resolution 407.**—That the proposed motor garage should be allowed subject to the usual normal conditions laid down in Trustees' Resolution No. 296, dated 27th September 1918 and No. 255, dated 22nd June 1920.

7. Re : Lalbaug—proposed Tramway Shelter:at.

Considered the following :—

(a) Bombay Electric Supply & Tramways Co.'s letter, dated 23rd May 1927 :—

"We have the honour to forward herewith in triplicate our Blue Prints\* Nos. 7349 & 7353 together with the site plans showing the proposed shelters at Lalbaug and Bhandy Bazar.

The designs have been approved by the Executive Engineer, Bombay Municipality, and the erection of the shelters has been sanctioned by the Municipal Corporation.

We propose to commence the erection of the Lalbaug shelter early in June and will follow on with the Bhandy Bazar shelter, provided you have no objection."

(b) Engineer's No. 6157 dated 21st June 1927 :—

"With reference to your letter No. 5045/27 of 23rd May 1927 [and the correspondence ending with this office No. 5237 of 27th May 1927 on the above subject, I have to inform



you that so far as this Department is concerned, there is no objection to the erection of the proposed shelter at Lalbaug, subject to the following conditions :—

1. That if underground services are met with, arrangements regarding diverting or building the structure over them, should be made by the Company direct with the public Bodies concerned.
2. That there are water mains under the proposed site for the structure and the Company should consult the Hydraulic Engineer for building the shed over them.
3. That as the structure is to be constructed on the central reservation, which will have to be handed over to the Municipality together with Suparibaug Road, the Tramway Company should obtain Municipal approval for the erection of this structure so that they may not take any objection to take over the foot-path.

The proposal as regards the shelter at Bhendy Bazar has been disposed of under this office No. 5362 of 30-5-27 to your address."

(c) Estate Agent's No. 8587, dated 6th July 1927 :—

.. \* \* \* \* \*

The undersigned suggests that the necessary permission may be granted to the Bombay Electric Supply and Tramways Company, Ltd., to erect a shelter at Lalbaug in accordance with the plans submitted by them on payment of a nominal rent of Re. 1 per annum and subject to the remarks made by the Ag. Engineer.

A similar permission has been granted to the Company under Trustees' Resolution No. 204 dated the 29th April 1926 in connection with the erection of shelters on Suparibaug Road and Kingsway.

As regards the shelter at Bhendy Bazar, the undersigned is in communication with the Ag. Engineer."

**Resolution 408.**—The construction of the proposed shelter at Lalbaug should be permitted on payment of a nominal rent of Re. 1 per annum and subject to the conditions specified in the Engineer's No. 6157 dated 21st June 1927.

8. Re: Lighting of Love Lane Chawls.

Considered Chief Officer's note dated 9th July 1927 :—

"The Committee by their Resolution No. 391 dated the 5th instant decided that electric lights should be provided for the staircases and washing places of the Love Lane Chawls at once.

2. The Engineer's revised estimate No. 6803 dated the 7th instant with a plan\* for this work is now forwarded herewith amounting to Rs. 2,500 being the cost of providing 70 lights.

3. The Engineer estimates the monthly charges to be Rs. 155 if these lights are kept burning for 6 hours a night only, and Rs. 277 if the lights are kept burning all night.

4. The formal sanction of the Committee to this expenditure is required, so that the work can be put in hand at once and the Committee's decision is required as to whether these lights should be kept burning for 6 hours a night only, or for the whole of the night."

\*Not printed.

*Initial cost of putting up lights on the staircases and washing places of Love Lane Chawls.*

Block No.	No. of lights.			Rate per light.	Amount.	Remarks.
	For Staircases.	For Washing places.	Total.			
I ... ..	12	8	20	} 35	2,450	In view of the long distance between lights the cost per light will be Rs. 35 each against Rs. 30 per light in the original estimate A accompanying this office No. 7821 of 11th August 1926, which included lights for passages and courtyards also.
II ... ..	16	12	28			
III ... ..	12	8	20			
Caretakers' and Sweepers' Quarters ... ..	1	1	2			
Grand Total ... ..	...	...	70			
Add 2½% for supervision etc.				...	61	
					2,511	
Say Rs.					2,500	

*Estimate for depreciation and maintenance charges for the lighting arrangement.*

	Rs.	Remarks.
Interest and maintenance charges equal to 10% on capital value (Rs. 2,500) ...	$= \frac{250}{12} = 21$	
Sinking Fund at 5% of capital value as it is estimated that the whole installation will have to be overhauled after 20 years ... ..	$= \frac{125}{12} = 10$	
Charges for energy consumed if the lighting be for six hours:—40 Watt lights for six hours for 30 days would consume 7000 Watts per light and charge at 0.4-0 per 1000 Watts would be Rs. 1-12-0 per light ... ..	$= 123$	This amount would be doubled if the lighting be provided for the whole night.
Total Rs. ...	<u>155</u>	

Proposed by the Chairman—

“That the lights be kept burning all night and the estimates amounting to Rs. 2,500 on account of the initial cost of providing 70 lights and to Rs. 277 on account of recurring charges be approved.”

Mr. Tairsee moved an amendment which was seconded by Mr. Borade—

“That the lights be kept burning all night.

2. That tenders be invited for providing 70 lights for the staircases and washing places.

3. That the Engineer's estimate amounting to Rs. 277 on account of recurring charges be approved."

The amendment on being put to the vote was declared *carried* and it was carried as a substantive proposition also.

**Resolution 409.**—The lights should be kept burning all night.

2. Tenders should be invited for providing 70 lights for the staircases and wash places.
3. The Engineer's estimate amounting to Rs. 277 on account of recurring charges is approved.

9. Re: Establishment—Estates & Valuation Department—Mr. G. L. Narasimham—  
Dy. Estate Agent—deceased.

(Ref. C. R. 373 of 21st June 1927.)

Considered Chief Officer's note, dated 6th July 1927:—

"Mr. Narsimham, Dy. Estate Agent, died on 28th June 1927. He was absent from his work since the 6th idem. The period of his total absence was therefore 23 days, against which he was granted privilege leave for 3 weeks in Committee's Resolution No. 373, dated 21st June 1927. The sanction of the Committee is required to the remaining two days being treated as privilege leave.

The Ag. Estate Agent reports that he has distributed Mr. Narsimham's work between Messrs. Pavri and Mhatre in addition to their own duties and recommends the grant to each of them of a duty allowance of Rs. 120 per month from 6th June 1927. Messrs. Pavri and Mhatre are Senior Assistant Estate Agents and their present pay is Rs. 950 and Rs. 800 per month respectively in the grade of Rs. 750-50-1000. These arrangements are temporary till pucca arrangements are made. The grant of a duty allowance of Rs. 120 each to Messrs. Pavri and Mhatre is admissible and recommended for the sanction of the Committee."

**Resolution 410.**—The total absence of the late Mr. Narsimham for 23 days should be treated as privilege leave.

2. The grant to Messrs. Pavri and Mhatre of a duty allowance from 6th June 1927 of Rs. 120 per month each is sanctioned.

10. Re: Establishment—Estates & Valuation Department—Mr. A. D. N. Smith,  
Assistant Land Manager—Permission to take up outside work—  
Application dated 5th June 1927 by.

(Ref. C. R. 261 of 2-11-1926.)

Considered Chief Officer's note, dated 8th July 1927:—

"Mr. A. D. N. Smith is now in England on leave which expires on 22nd November 1927 when he retires from the Board's Service. He applies for the Committee's permission to take up outside work, if necessary, during the period of the leave. I recommend that the permission asked for be granted, provided that the work is outside Bombay, as was allowed in the case of Mr. Watson."

**Resolution 411.**—The permission asked for is granted subject to the proviso stated by the Chief Officer.

11. Re: *Notice of motion, dated 25th June 1927, by Mr. L. R. Tairsee.*

"I send you herewith particulars of equipment of dress allowed to havildars and peons in the service of Bombay Municipality and will move at the meeting as under :—

'That havildars and peons serving the Trust be given the same equipment of dress as those serving the Bombay Municipality,' and will have no objection if the matter is referred to respective Committee.

*Municipal Secretary's Office.*

<i>Havildar</i>	...	4 Coats, white long cloth	}	Once in two years.
		4 Trousers, white drill with 2 pockets		
		1 Belt, Broad cloth scarlet double		
		1 Cummerband shawl		
		1 Pugree, Gold end		
		1 Coat broad cloth with lining trimming and gold lace	}	Do.
		1 Raincoat (woollen)		
		1 Umbrella	}	Every year.
<i>Peons</i>	...	*1 Coat, Blue Serge with lining, trimming, with one inside pocket and two outside pockets		
		1 Coat Blue drill with one inside pocket and two outside pockets	}	Every year.
		2 Trousers, Blue drill with 2 pockets		
		1 Pugree, Turkey Red		
		1 Raincoat (Woollen)		
		1 Umbrella		

The motion was seconded by Dr. Viegas.

Mr. Nariman suggested that the following words be added to the proposition:—

"Indian made cloth being used wherever possible."

The rider was accepted by Mr. Tairsee.

Then the following proposition was put to the vote and declared carried—

"That havildars and peons serving the Trust be given the same equipment of dress as those serving the Bombay Municipality, Indian made cloth being used wherever possible."

**Resolution 412.—Carried.**

12. Re: *Notice of Motion, by Mr. L. R. Tairsee, dated 1st July 1927.*

In accordance with the notice of motion, Mr. Tairsee proposed—

"(a) That where a member moves or seconds a proposition or amendment referring a matter to a Sub-Committee, he should be invited, if he desires to place his views before the Sub-Committee.

(b) If a member is desirous of placing his views before a Sub-Committee he should be invited to attend when the said question is considered."

The motion was seconded by Dr. Viegas.

Mr. Horniman moved an amendment which was seconded by the Hon'ble Mr. Thomas.

"That where a member moves or seconds a proposition or amendment referring a matter to a Sub-Committee, he may be invited, if the Improvements Committee or the Sub-Committee so desires to place his views before the Sub-Committee."

The amendment on being put to the vote was declared *carried*.

**Resolution 413.**—Where a member moves or seconds a proposition or amendment referring a matter to a Sub-Committee, he may be invited, if the Improvements Committee or the Sub-Committee so desires, to place his views before the Sub-Committee.

**13.** *Re: Notice of Motion by Mr. Hoosenally M. Rahimtoola, B.A., dated 1st July 1927.*

In accordance with the notice of motion, Mr. Hoosenally proposed—

"That the grade of the Trust Architect be revised from Rs. 1200-50-1500 to Rs. 650-50-800-50-1200 and the Establishment Schedule be varied accordingly."

The motion was seconded by Mr. Tairsee.

Dr. Viegas moved an amendment which was seconded by Sir Vasantao—

"That the subject matter of the proposition be referred to the Finance & Establishment Sub-Committee for consideration and report."

The amendment on being put to the vote was declared *carried* and it was carried as a substantive proposition also.

**Resolution 414.**—Referred to the Finance & Establishment Sub-Committee for consideration and report.

**14.** *Re: Notice of Motion, dated 4th July 1927, by Mr. Hoosenally M. Rahimtoola, B.A.*

In accordance with the notice of motion Mr. Hoosenally proposed—

"That the Chief Officer be requested to prepare a list showing the names of Officers and Servants of the Trust on the lines of the Bombay Municipal list."

The motion was seconded by Sir Vasantao, and on being put to the vote was declared *carried*.

**Resolution 415.**—Carried.

**15.** The following documents were executed :—1. *Debentures*—

Name of holder.	Year of Loan.	Amount.	New issued.	Old cancelled.
		Rs.		
The Oriental Government Security Assurance Company, Limited. Life	1901	13,000	1	1
	1914	1,000	1	2
The Bank of India, Limited... ..	1903	1,500	2	3
	1906	4,000	1	4
The National City Bank of New York ...	1904	3,000	3	3
The P. & O. Banking Corporation ...	1907	500	1	1
Serene Hormasji Sethna and another ...	1907	1,000	1	1
The National Bank of India, Ltd. ...	1912	500	1	1
	1914	25,000	1	1
The Imperial Bank of India ... ..	1914	1,500	3	3
Total Rs. ...	...	51,000	15	20

2. *Lease & Counterpart to Mr. Beniprasad Ramkumar, re : plot No. 16, Chaupati West Estate.*

3. *Agreement by the new tenant Mr. Jatashanker Dossa for building lease of plot No. 28, Dadar-Matunga Estate.*

4. *Deed of Conveyance & Duplicate to the Municipal Corporation of the City of Bombay, of land near Naigaum Tank Road in Case No. 97 Scheme 31.*

5. *Deed of Exchange & Duplicate by Mr. Murlidhar Nanaji Pawar of lands at Kingsway Matunga, Scheme 6.*

**16.** The following papers were laid on the table :—

1. Purchase orders sanctioned by Chief Officer under Section 22(1) of the Act.
2. Work orders do. do. do.
3. Sale of materials do. do. do.
4. Temporary lettings do. do. do.
5. Charge receipts of roads etc. handed over to the Municipality.
6. Chief Officer's sanction, dated 2nd July 1927, to the variation in rate from annas four to annas fourteen in Purchase Orders Indent No.' 54 of 23rd June 1927.
7. Quarterly statement of plots handed over to lessees.

# Bombay Improvement Trust.

ESPLANADE ROAD,

Bombay, 20th July 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 2-30 P.M. (S.T.) there were—

PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman*.
  2. DR. ACCACIO G. VIEGAS, L.M. & S.
  3. MR. L. R. TAIRSEE.
  4. MR. S. L. SILAM, B.A., LL.B.
  5. MR. B. G. HORNIMAN.
  6. MR. NAOROJI M. DUMASIA.
  7. MR. HOSENALLY M. RAHIMTOOLA, B.A., M.L.C.
  8. SIR REGINALD SPENCE, Kt.
  9. MR. S. B. BILLIMORIA, M.B.E.
  10. MR. W. H. NEILSON, O.B.E.
  11. MR. G. A. THOMAS, C.I.E., I.C.S.
  12. MR. GANPAT KRISHNAJI BORADE.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.  
MR. J. T. BURGE, F.S.I., AG. CHIEF OFFICER AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meeting held on 13th July 1927 were signed.

1. Re: Loan of 1927-28.

Considered the following resolution of the Improvements Committee re: Loan for 1927-28:—

“ Considered Report No. 18 of the Finance and Establishment Sub-Committee dated 5th July 1927 :—

‘We have considered the question of raising a loan of Rs. 25 lakhs for the current year. We agree with the suggestion made by the Chief Officer that the loan be raised in the open market.

Regarding the terms on, the manner in and the time at which the loan should be raised, we recommend that the rate of interest payable on the loan be fixed at 4½%, the minimum issue price being fixed at Rs. 90-8-0 per cent and we agree with the proposals made by the Chief Officer that the period of the loan should be 60 years, the Board reserving the right

to redeem it at the end of 30 years or at the end of any subsequent year on giving six months' notice and that the Sinking Fund should be calculated at the rate of 4%. We also agree with the Chief Officer's proposal to raise the loan immediately after the Government has raised their loan.

We recommend that the Committee be authorized to negotiate with local banks or to invite tenders from the public as the circumstances may require and that they be empowered by the Board to fix the actual date of issue and to accept the offers'.

In this connection the Chairman mentioned that a letter had been received from Mr. S. D. Saklatvala stating that in the Sub-Committee meeting it was not decided to negotiate with the local banks or to invite tenders from the public but to invite tenders from the public only. The Chairman consulted the members of the Sub-Committee and it was generally agreed that the Report of the Sub-Committee was substantially correct.

Proposed by the Chairman :—

'That the Report No. 18 dated 5th July 1927 of the Finance & Establishment Sub-Committee regarding the terms on, the manner in, and the time at which the loan should be raised be adopted and approved.

2. A copy of the Sub-Committee's report and of para one of this Resolution be forwarded to the Board with a recommendation that approval be given to the recommendations of the Sub-Committee.'

Mr. Tairsee moved an amendment which was seconded by Mr. Borade—

'That a loan of Rs. 25 lakhs be floated at 4% interest at Rs. 84 per cent.'

The amendment on being put to the vote was declared lost.

Dr. Viegas moved an amendment which was seconded by Mr. Silam—

'That the Board be recommended that a loan of Rs. 25 lakhs be raised at a rate of interest of 4 per cent. per annum the minimum issue price being fixed at 84 per cent. repayable in 1960-1970, the Board reserving the right to redeem it in 1960.

That offers be invited the minimum issue price being fixed at Rs. 84.'

The amendment on being put to the vote was declared lost.

Dr. Viegas demanded poll—

The following members voted for the amendment :—

1. Dr. Viegas.
2. Mr. Silam.
3. Mr. Borade.
4. Mr. Tairsee.

The following members voted against the amendment :—

1. Sir Vasant A. Dabholkar.
2. Mr. Hoosenally.
3. Sir Phiroze C. Sethna.
4. Mr. Bell.
5. Mr. Saklatvala.
6. Mr. Neilson.

Mr. Nariman did not vote.

The Chairman declared that the amendment was lost.

The original proposition was then put to the vote and carried.

RESOLUTION 394.—The Report No. 18 dated 5th July 1927 of the Finance and Establishment Sub-Committee regarding the terms on, the manner in, and the time at which the loan should be raised is adopted and approved.

2. A copy of the Sub-Committee's Report and of para one of this Resolution should be forwarded to the Board with a recommendation that approval be given to the recommendations of the Sub-Committee."



Proposed by Dr. Dadachanji, seconded by Mr. Vaidya—

“That the recommendations contained in Report No. 18 dated 5th July 1927 of the Finance & Establishment Sub-Committee regarding the terms on, the manner in and the time at which the loan should be raised and approved by the Improvements Committee in their Resolution No. 394 dated 7th July 1927 be sanctioned.

2. That the Improvements Committee are hereby empowered to fix the actual date of issue and to accept offers.

3. That the sanction of Government be applied for, to raise the loan.”

*First Amendment.*—Proposed by Mr. Baman-Behram, seconded by Mr. Hirjibehedin—

“That the recommendations contained in Report No. 18, dated 5th July 1927 of the Finance & Establishment Sub-Committee regarding the terms on, the manner in, the time at which the loan should be raised and approved by the Improvements Committee in their Resolution No. 394, dated 7th July 1927 be sanctioned, with the exception that tenders should be invited from the public and not through the Banks.

2. That the Improvements Committee are hereby empowered to fix the actual date of issue and to accept offers.

3. That the sanction of Government be applied for, to raise the loan.”

While Dr. Viegas was speaking on the proposition and as he was likely to take some more time, the President with the permission of the House, adjourned the meeting and fixed Wednesday, the 13th July 1927, at 5 P.M. (B.T.), for resuming the consideration of this item only, and fixed Friday, the 29th July 1927 at 4 P.M. (B.T.) for the consideration of the remaining items on the Agenda.

Consideration was resumed on 19th July 1927 :—

*Second Amendment.*—Proposed by Dr. Viegas, seconded by Mr. Tairsee—

“That the Board are of opinion that a loan Rs. 25 lakhs be raised at 4% interest, the minimum issue price being fixed at Rs. 84 per cent. repayable in 1960-70, and the Sinking Fund being calculated at the rate of 4% and that tenders be invited from the public or through the Banks as the Improvements Committee may decide.”

*Third Amendment.*—Proposed by Dr. Balsara, seconded by Dr. Choksy—

“That the matter be referred back to the Improvements Committee No. 59. tee for reconsideration and report.

2. That exact figures showing the amounts to be received and paid by the Trust should be reported to the Board.

3. That the Improvements Committee should consider if it is not possible to reduce the amount of the loan."

After the mover of the original proposition had replied to the debate, the amendment of Dr. Balsara was put to the vote and declared carried, 23 Trustees voting for and 2 against it.

At this stage Mr. Baman-Behram and Dr. Viegas withdrew their amendments with the permission of the House.

Dr. Balsara's amendment was then put to the vote as a substantive proposition and was declared *carried*.

*Note.*—Para 2 was suggested as a rider by Dr. Choksy. Para 3 was suggested as a rider by Mr. Sahasrabudhe.

Both the riders were accepted by Dr. Balsara.

**Resolution 416.**—Referred to the Finance and Establishment Sub-Committee and Mr. Tairsee is invited to attend the meeting to place his views before the Sub-Committee.

2. Re : Dadar-Matunga Estate—plot No. 719—building lease of the plot—  
application for.

Considered Estate Agent's No. 9294, dated 15th July 1927 :—

"Herewith I have the honour to forward an application by Messrs, Jagannath Mohanlal, Ravishanker Mohanlal and Vaman Mohanlal for a 999 years' building lease of the above plot, on payment of a premium of Rs. 15 per sq. yard within one month from the date of the application together with a nominal rent of Re. 1 per annum. This is equivalent to a ground rent calculated at 6% on Rs. 16 per sq. yard.

2. The area of the plot being 313 sq. yards, the premium will amount to Rs. 4,695.
3. The applicants wish to put foundations for a building of ground and one upper floor but at present they intend to build a ground floor structure only, although they are entitled to build a ground and two upper floors.
4. The use of the building will be for shops, offices, godowns and residential purposes only.
5. A copy of the site plan\* showing the building area of the plot is herewith forwarded.
6. The conditions upon which the application is based are normal and acceptance is recommended."

**Resolution 417.**—The application is accepted.

3. Re : Scheme 57—Case No. 58—Temporary lease of 250 sq. yards of land in.

Considered Estate Agent's No. 9289 of 15th July 1927 :—

"Mr. Gangaram B. Bhonsle applies for 250 sq. yards of land in the above case, to be let to him for a period of three years, for erecting a temporary corrugated iron shed.

2. He is prepared to pay rent at the rate of Rs. 15 per 100 sq. yards per month, exclusive of Municipal Taxes. The monthly rent will, therefore, be Rs. 37-8-0 which gives to the land a rate of Rs. 30 per sq. yard on 6% table.

3. The offer is subject to the Trust's usual normal conditions and compares favourably with the rates at which plots Nos. 4 and 5 situated on the opposite side of the road have been let. These plots have each an area of 244 sq. yards let at a monthly rent of Rs. 30 based on Rs. 12'30 per 100 sq. yards per mensem, which gives to the land on 6% table a rate of Rs. 24'6 per sq. yard—vide preamble to the Improvements Committee's Resolution No. 344 of 21st December 1926.

4. The applicant has already paid Rs. 300 which is more than six months' rent as deposit and one month's rent in advance.

5. The offer is fair and is recommended for the Chief Officer's approval and sanction of the Improvements Committee.

6. A plan\* showing (a) the plot proposed to be let bounded by red lines and (b) plots Nos. 4 and 5 referred to above, bounded by yellow lines, accompanies for reference and favour of return."

**Resolution 418.**—The application is accepted.

4. Re : Guzri Bazar Market—plot of land near—application for a five years' lease of.

Considered Estate Agent's No. 9034 of 12th July 1927 :—

"I have the honour to report that Mr. Abba Gani has applied for a five years' lease of a plot of land near the Gujri Bazar Market, shown bounded by red lines on the accompanying plan.\*

2. The area of the plot is 168 sq. yards and the rate offered is annas 8 per month (exclusive of Municipal Taxes) per sq. yard. The ground rent will therefore be Rs. 84 per month which gives to the land a rate of Rs. 100 per sq. yard on 6% basis. This rate is the same as that at which the adjoining plot on the South (No. 23) has been leased.

3. The applicant wishes to erect a temporary shed to be used as shops and godowns.

4. The offer is fair and its acceptance, subject to the Trust's usual normal conditions for 5 years' leases, is recommended and it is requested that the Improvements Committee's sanction may please be obtained for the same."

**Resolution 419.**—The application is accepted.

5. Re : Case No. 7—Scheme 43—Aga Building.

(Ref. C. R. 383 of 28th June 1927.)

Considered Report of the Finance and Establishment Sub-Committee No. 19, dated 13th July 1927 :—

"With reference to Committee's Resolution No. 383, dated 28th June 1927, we beg to report that we have obtained a detailed report in this matter from the Chief Officer and recommend that in the circumstances stated therein Mr. Tejani should be allowed to occupy the room in question though he is not an old tenant of the Board. Mr. Munaowar and the other tenants who have not yet got accommodation will be offered any vacant rooms in their respective order."

**Resolution 420.**—The Report of the Finance and Establishment Sub-Committee is adopted.

6. Re : Kolbhatwadi Estate—plot No. 8—Division of the plot into two—proposal for.

Considered the following :—

## (a) Trust Architect's No. 1543, dated 4th June 1927 :—

" I have the honour to forward herewith plans\* received from the lessees' Architects as per their letter,\* dated 2nd May 1927 for the consideration of the Improvements Committee.

The lessees propose to divide this plot into two as shown in red on the ground floor plan.

There is a water-closet provided for the use of the shopkeepers inside the building facing Princess Street. As stated in the Architect's letter the water-closet in question gets choked up now and again and as such is a nuisance to the tenants of the upper floors while passing along the entrance to the stairs. It is now proposed to do away with this water-closet and to reconstruct the same touching the external wall on the south in the rear. The proposal may be allowed as a special case under the circumstances stated by the Architects subject to extra rent being paid for the same and to fix glazed louvres being provided to the window.

It is also proposed to have a spiral staircase in the rear of the building facing Girgaum Road for access to the storage tanks on the terrace. Since the proposal is necessary it may be allowed.

Again on the first floor a window in the rear has been replaced by a collapsible door. This is unobjectionable.

Under the circumstances the plot may be allowed to be divided into two and the plans showing the same may be sanctioned subject to the above requisitions, and to the lessees undertaking to maintain the drainage arrangement in its present state."

## (b) Estate Agent's No. 8277, dated 1st July 1927 :—

" The undersigned concurs with the remarks of the Trust Architect. Extra rent will have to be paid at the rate of Rs. 117'50 per 100 sq. ft. per annum for the area covered by the proposed water-closet. The proposed rate is the same as that charged for the plots on the neighbouring Princess Street Estate, no particular rate having been sanctioned for the plots on Kolbhatwadi Estate.

There is no objection to the proposed division of the plot into two on the conditions mentioned by the Trust Architect. A report on the rent and area assigned to each plot will be submitted on obtaining the lessees' approval to the same."

## (c) Estate Agent's No. 8802, dated 8th July 1927 :—

" With reference to my letter No. 8277, dated the 1st instant, I have the honour to state that the ground rent of Rs. 12,768 for the original plot was split up and the Lessees Messrs. A. E. and F. E. Cooper were asked if they agreed to the areas and rents assigned to the divided plots as under :—

Plot No. 8A.—308 sq. yds. (at the junction of Princess	...	...	...	Rent Rs.	7,392
St. and Girgaum Road)...	...	...	...	" "	5,376
Plot No. 8B.—300 sq. yds.	...	...	...	" "	5,376
			Total Rs.	...	12,768

In reply they informed me that while both of them agreed to the area, they did not agree to the apportioned rent and that the rent they had agreed to assign to each of the plots was as follows :—

Plot 8A	...	...	...	Rent Rs.	8,292
" 8B	...	...	...	" "	4,476
			Total Rs.	...	12,768

There appears to be no objection to the rents proposed by the lessees being accepted and it is suggested that the Improvements Committee's sanction may please be obtained to the areas and rents being apportioned to the respective plots as under :—

Plot 8A area 308 sq. yds.	...	...	...	...	Rent Rs. 8,292
Plot 8B " 300 sq. yds.	...	...	...	...	" " 4,476

In addition to the above rent, the lessee of plot No. 8A will have to pay rent at the rate of Rs. 117.50 per annum for every 100 sq. feet of the area covered by the water-closet, as reported in my above letter."

**Resolution 421.**—The division of the plot into two plots as shown below is sanctioned subject to the conditions mentioned by the Trust Architect and to the condition that the lessee of plot No. 8A, will have to pay rent at the rate of Rs. 117.5 per annum for every 100 sq. ft. of the area covered by the W. C.—

<i>Plot No.</i>	<i>Area.</i>	<i>Rent.</i>
8A	308 sq. yds.	Rs. 8,292
8B	300 "	" 4,476

**7.** Re: Parel Road, Near Chunam Kiln Lane, Electric Supply at 139—145,—Bombay Electric Supply and Tramways Co.—Granting a license to.

Considered Estate Agent's No. 9130, dated 13th July 1927:—

"I have the honour to forward herewith a copy of the plan\* showing the position of a service cable proposed to be laid by the Bombay Electric Supply and Tramways Company Ltd., for the above premises and to suggest that the Company should be granted a license to lay the cable on the following conditions to which the Company has agreed :—

- (1) That the work is carried out and maintained to the satisfaction of the Government Electric Inspector.
- (2) That the ground is to be restored and maintained to the satisfaction of the Engineer of the Trust, when laying repairing or removing the cable.
- (3) That no sewers or drains are to be interfered with.
- (4) That any damage that may be caused to the Trust property or to that of their lessees by the operations of the Company should be made good at the cost of the Company.
- (5) That a nominal rent of Re. 1 per annum be paid in advance to the Board.
- (6) That the cable is to be removed at any time on three months' notice from the Board.
- (7) That the cost of the necessary deed of License is to be paid by the Company.

If the suggestion is approved the Improvements Committee's sanction may please be obtained to granting the license to the Bombay Electric Supply and Tramways Company."

**Resolution 422.**—A license revocable at the will of the Board should be granted to the Bombay Electric Supply and Tramways Co., Ltd., to lay a service cable on the conditions specified by the Estate Agent.

\*Not printed.

8. Re: Dadar-Matunga Estate—plot No. 788—Maximum rent—proposal to fix a.

Considered Estate Agent's No. 8856 of 9th July 1927:—

"I have the honour to state that this plot is one of those allotted by the Board to the Zoroastrian Building Society, Ltd.

2. The building on the plot has been completed and a completion certificate issued.

3. The Society above referred to propose to fix a maximum rent of Rs. 690 per mensem for the whole building as follows:—

Ground floor.—2 tenements at Rs. 110 each	...	Rs. 220 per month.
First floor.—2 tenements at Rs. 115	„	„ 230
Second floor.—2 tenements at Rs. 120	„	„ 240
Total	...	„ 690

4. As required under the Zoroastrian Society's Agreement, the above mentioned total rent of Rs. 690 per mensem is on the basis of a net annual return of 6% on the actual outlay of Rs. 85,000 on the building and is therefore recommended for the Improvements Committee's approval and sanction.

**Resolution 423.**—The rents proposed for the ground, first and second floors are approved.

9. Re: Dadar-Matunga Estate—plot No. 801—Maximum rent—proposal to fix a.

Considered Estate Agent's No. 9401 of 16th July 1927:—

"I have the honour to state that this plot is one of those allotted by the Board to the Zoroastrian Building Society Ltd.

2. The building on the plot has been completed and a completion certificate issued.

3. The Society above referred to propose to fix a maximum rent of Rs. 448 per month for the whole building as follows:—

Ground Floor	...	...	...	Rs. 130 per month.
First Floor	...	...	...	„ 140
Second Floor	...	...	...	„ 150
Motor Garage	...	...	...	„ 28
Total Rs.	...	...	...	448

4. As required under the Zoroastrian Society's agreement the above mentioned total rent of Rs. 448 per month is on the basis of a net annual return of 6% on the actual outlay of Rs. 51,005 on the building and is therefore recommended for the Improvements Committee's approval and sanction."

**Resolution 424.**—The rents proposed for the ground, first and second floors and the motor garage are approved.

10. Re: Notice of Motion, dated 15th September 1926 by Dr. A. G. Viegas, L.M. & S.,  
re: supersession in the permanent Subordinate Staff of the Trust.

(Ref. C. R. 197 of 16-9-26.)

Considered Chief Officer's Report dated 7th July 1927 :—

“ With reference to Improvements Committee's Resolution No. 197 of 16th September 1926, adopting the notice of motion, dated 14th September 1926, by Dr. A. G. Viegas, reproduced in the margin I beg to submit herewith two statements containing cases where supersessions have taken place.”

“ That the Chief Officer be requested to report whether any supersessions have taken place in the permanent subordinate staff of the Trust within the last two years and which of them (a) by Trust employees and which (b) by outsiders and the reasons therefor.”

Statement of Supersessions during the year 1924-25 (1).

No.	Names of persons promoted or appointed in supersession of others.		Appointed acting or permanent.	Persons superseded.	Reasons therefor.
	Trust Employees.	Outsiders.			
1	Mr. D. D. Bharucha (Clerical Staff).	...	Acting (Senior Clerk)	(1) Mr. Patwardhan (3) " Alphonso (5) " Chitale (7) " Gadre (9) " Chitre (11) " Khare (13) " Acharya.	The arrangements were made by Mr. Kynnersley's predecessor—presumably in the best interests of office work.
2	Mr. K. V. Navalkar (Clerical Staff).	...	Do.	(2) Mr. Dalvi (4) " Sontake (6) " Deodhar (8) " Mone	
3	Mr. E. L. Narasimham (Overseer Upper Subordinate).	...	Acting (Estate Supdt.)	(1) Mr. D. B. Mhatre (2) Mr. Tatachari.	Was working under Mr. Randeria, the Estate Superintendent of the section and was given a trial, being conversant with the work.
4	Mr. Solomon Moses (Inspector Lower Subordinate).	...	Acting (Surveyor).	(1) Mr. Rodrigues (3) " Sam Benjamin.	Was working as Inspector in the same section and being conversant with the work was given an acting appointment.
5	Mr. Solomon Levi (Draftsman).	...	Do.	Mr. P. N. Katwe ... ..	Was given an acting appointment of Surveyor being 2nd Senior man as the first one is only a good draftsman and unable to do outdoor work.



Statement of Supersessions during the year 1924-25 (1)—concl'd.

No.	Names of persons promoted or appointed in supersession of others.		Appointed acting or permanent.	Persons superseded.	Reasons therefor.	
	Trust Employees.	Outsiders.				
6	Mr. P. B. Chaubal (Clerical Staff).	...	Acting (Head Clerk).	(1) Mr. Khambatta (3) „ Vanka.	(2) Mr. Barretto	Was conversant with the work of Revenue section and therefore tried.
7	Mr. V. A. Ajinkya (Surveyor Lower Subordinate).	...	Acting (Estate Supdt.)	(1) Mr. Writer (3) „ Menashe (5) „ Parelkar (7) „ Joseph (9) „ Mhatre	(2) Mr. Talpade (4) „ Sabnis (6) „ Kotwal (8) „ Tatachari (10) „ Narasimham.	Was working under Mr. Katrak, the Estate Superintendent of the section and given a trial being conversant with the work.
8	Mr. C. B. M. D'Souza (Clerical Staff).	...	Acting (Senior Clerk).	Mr. Mahomed ... ..		Mr. Mahomed being an outdoor clerk was not appointed to act as Senior clerk.

MEETING OF THE IMPROVEMENTS COMMITTEE OF 20TH JULY 1927.

Statement of Supersessions during the year 1925-26 (2).

No.	Names of persons promoted or appointed in supersession of others.		Appointed acting or permanent.	Persons superseded.	Reasons therefor.
	Trust Employees.	Outsiders.			
1	Mr. V. K. Chitale (Clerical Staff).	...	Acting (Senior Clerk).	(1) Mr. Patwardhan (2) Mr. Dalvi (3) " Alphonso (4) " Sontake.	The arrangements were made by Mr. Kynnersley's predecessor—presumably in the best interests of office work.
2	Mr. I. J. Esperance (Clerical Staff).	...	Do.	(1) Mr. Patwardhan (2) Mr. Dalvi (3) " Alphonso (4) " Sontake (5) " Chitale (6) " Devdhar (7) " Gadre (8) " Mone (9) " Chitre (10) " Navalkar (11) " Khare (12) " Joshi (13) " Acharya (14) " Reuben (15) " Tulpule (16) " Iyer (17) " Ranade (18) " Tagare (19) " Sunderam (20) " Rajwade (21) " Desai.	
3	Mr. D. S. Raje ... (Temporary Estt. Clerical Staff).	...	Do. (Permnt. Estt.)	<b>Permanent Establishment—</b> (1) Mr. Patwardhan (2) Mr. Dalvi (3) " Alphonso (4) " Sontake (5) " Chitale (6) " Deodhar (7) " Gadre (8) " Mone (9) " Chitre (10) " Navalkar (11) " Khare (12) " Joshi (13) " Acharya (14) " Reuben (15) " Tulpule (16) " Iyer (17) " Ranade (18) " Tagare (19) " Sunderam (20) " Rajwade (21) " Desai (22) " Esperance <b>Temporary Establishment—</b> (1) Mr. Mahadik (2) Mr. Dandekar (3) " Samel (4) " Almeida (5) " Peters (6) " Dharap (7) " Jaiwant.	

Statement of Supercessions during the year 1925-26 (2)—*concid.*

No.	Names of persons promoted or appointed in supercession of others.		Appointed acting or permanent.	Persons superseded.	Reasons therefor.
	Trust Employees.	Outsiders.			
4	Mr. Solomon Levi (Draftsman) ...	...	Acting (Surveyor).	Mr. P. N. Katwe ...	Was given an acting appointment of Surveyor being 2nd Senior man as the first one is only a good draftsman and unable to do outdoor work.
5	Mr. Wadekar ...	}	Temporary arrangement in the place of at Head Clerk (P. Estt.)	<b>Permanent Establishment—</b> (1) Mr. Khambatta (2) Mr. Baretto (3) " Vanka (4) " Chaubal (5) " Mistry (6) " Shah (7) " Limaye (8) " Panday (9) " Vasant Pundlic (10) " Mehta (11) " Bnty (12) " Engineer (13) " Abraham (14) " E. H. Desai (15) " Vaidya A. W. (16) " P. S. Karnik (17) " Bhandupwalla (18) " S. S. Vaidya (19) " P. M. Pandya (20) " Hramanek (21) " Zarakkar (22) " D. B. Mehta (23) " Khandwalla (24) " Alphonso (25) " Chavan (26) " Divekar. (27) " Coelho. <b>Temporary Establishment—</b> (1) Mr. Karnik (2) Mr. Umrigar (3) " Abdul Kadir (4) " Commodore (5) " Monteiro (6) " B. K. A. Desai (7) " Deshmukh (8) " Thackeray (9) " Naik.	Messrs. Wadekar, Thanawalla and Thorat were given duty allowance of Rs. 20 each till the vacancy was filled up, on account of their being conversant with Mr. Gupte's work.
6	" Thanawalla ...				
7	" Thorat, (Tempy. Estt. Clerical Staff).				
8	Mr. C. B. M. D'Souza (Clerical Staff) ...	...	Acting (Senior Clerk).	Mr. Mahomed ...	Mr. Mahomed being an outdoor clerk was not appointed to act as Senior Clerk.
9	Mr. John A. Lazarus (Clerical Staff) ...	...	Do.	Do. ...	Do. do. do.

MEETING OF THE IMPROVEMENTS COMMITTEE OF THE DISTRICT BOARD  
 1926

Proposed by the Chairman :—

“That the Chief Officer's report be recorded.”

*Amendment*—Proposed by Dr. Viegas, seconded by Mr. Horniman—

“That the consideration of this item be postponed.”

The amendment on being put to the vote was declared *carried* and it was carried as a substantive proposition also.

**Resolution 425.**—The consideration of this item is postponed.

11. Re: Dadar-Matunga Estate—plot No. 673—motor garage on.

Considered the following :—

(a) Trust Architect's No. 1719 of 27th June 1927 :—

“I have the honour to forward herewith a plan\* received from the Lessee's Architect, showing the motor garage proposed to be erected on the above plot and to state that the proposal is unobjectionable and may be allowed subject to the Board's usual normal conditions contained in Trustees' Resolution No. 296 of 27th September 1918.”

(b) Estate Agent's No. 9271 of 14th July 1927 :—

\* \* \* \* \*

2. There is no objection to the proposed motor garage being erected in accordance with the terms mentioned by the Trust Architect.

3. Extra rent will however, be payable for the same at the rate of Rs. 25 per annum for every 100 sq. feet of the area covered.”

**Resolution 426.**—The proposed motor garage should be allowed subject to the usual normal conditions laid down in Trustees' Resolution No. 296, dated 27th September 1918 and No. 255, dated 22nd June 1920.

12. Re: Agripada West Estate—plots Nos. 100 & 149—re : entry upon.

(Ref. C. R. 301 of 24th May 1927.)

Estate Agent's No. 9369 of 15th July 1927 :—

“With reference to the Committee's Resolution No. 301 dated the 24th May last, I have the honour to state that the same was communicated to the building tenant Mr. Bholabhai Nanbhai Javeri and a final warning given to him that unless all arrears of rent including the Court costs amounting to Rs. 3,201-1-10 were paid by the 30th June 1927, the Committee would determine the agreements in respect of the above plots and make arrangements to re-enter on the plots, forfeiting the security deposits.

Mr. B. N. Javeri has not as yet taken any steps to pay the said amount. Further quarterly instalments amounting to Rs. 615 fell due in the last month and the total arrears of rent including the Court costs now amount to Rs. 3816-1-10.

It is therefore suggested that the Committee should now pass a resolution determining the said agreements, appropriating the whole of the deposit together with accrued interest, towards satisfaction of the Board's claim against the building tenant and authorizing the undersigned to re-enter upon and take possession of both the plots together with the structures standing thereon on behalf of the Board.”

\* Not printed.

**Resolution 427.**—The agreements in respect of the plots should be and the same are hereby cancelled.

2. The deposit together with accrued interest should be and the whole of it is hereby appropriated towards satisfaction of the Board's claim against the building tenant.
3. Re-entry should be made on the plots together with the structures standing thereon, by the Ag. Estate Agent, Mr. A. K. Dadachanji, on behalf of the Board.

13. Re: Suparibag Chawls—Mr. A. G. Louzado—Complaint, dated 13th July 1927, against defective drainage and application for provision of electric lights in—by.

" I have to draw your serious attention to the defective drainage of the six blocks constructed by the City Improvement Trust at Suparibag Road, inhabited by over five thousand people. The idea underlying the construction of these blocks was to improve sanitation and to provide the poor people with healthy habitations at a moderate rent. But far from achieving this laudable object, dirt and disease have been staring hard at the poor residents of the blocks ever since their construction.

The drains get constantly surcharged and polluted sullage water and excrementitious matter flow in open channels on both sides of the blocks, emitting nauseating smell all over the place. The nuisance is further aggravated when rain water accumulates on the surrounding ground and the residents have often to pass through ankle-deep dirty water full of excrementitious matter to their utter disgust.

Owing to this intolerable nuisance the residents have fallen a pray to all sorts of diseases but poverty prevents them from shifting elsewhere. They are in fact silently bearing this nuisance to the great detriment of their health and happiness but the authorities concerned have signally failed in their duty to abate this evil once for all.

Soon after the erection of the blocks, the attention of both the Municipality and Improvement Trust was drawn to this eye-sore and hot bed of diseases but the former finds fault with the low level of the latter's drain and vice versa and this matter of vital importance to the public health has thus been relegated to the back-ground to the intense suffering of the unfortunate victims who are compelled to reside there on account of sheer poverty. If a private landlord was responsible for such a thing, he would have been dragged in the Court and punished for his negligence without any loss of time, but the Trust continues to enjoy complete immunity from any legal obligation in the matter with the connivance of the Municipality.

May I request on behalf of the residents and in the interest of public health to remedy this evil at an early date ?

You have recently sanctioned expenditure for providing electric lights on staircases, latrines, gang-ways and open spaces in similar chawls at Love Lane, Mazagaon and it is invidious to leave out these chawls out of consideration. The tenants here are experiencing great difficulties owing to want of lights and are forced to provide them at their own cost by raising monthly subscriptions. Will you be pleased to provide them with similar lights and relieve them of this drain on their purse on that account ?"

Proposed by the Chairman :—

" That the Chief Officer be requested to furnish a report."

*Amendment.*—Proposed by Mr. Silam, seconded by Dr. Viegas—

"That the matter be referred to the Land Sub-Committee for consideration and report after obtaining a report from the Chief Officer."

The amendment on being put to the vote was declared *carried* and it was carried as a substantive proposition also.

**Resolution 428.**—The matter should be referred to the Land Sub-Committee for consideration and report after obtaining a report from the Chief Officer.

14. Re: Establishment—Engineer's Department—Mr. V. K. Vaidya—grant of higher acting allowance to.

(Cir. No. 128 of 1-7-27.)

**Resolution 429.**—The sanction granted by the Chief Officer is confirmed.

15. Re: Notice of motion, dated 6th July 1927, by Mr. Hoosenally M. Rahimtoola, B.A.

"Please note that at the next meeting of the Improvements Committee it is my intention to move:—

'That the Chief Officer be requested to report at an early date through the Finance and Establishment Sub-Committee whether it would not be advisable to adopt the form of Municipal Budget for the Trust Budget to be prepared for the next year, and if so, to submit a draft form for the approval of the Committee.'

The motion was seconded by Dr. Viegas.

**Resolution 430.**—Carried.

16. Re: Notice of motion, dated 8th July 1927, by Mr. Hoosenally M. Rahimtoola, B.A.

"Please note that at the next meeting of the Committee it is my intention to move:—

'That before inviting applications for the new loan and submitting them to the Committee, the Finance and Establishment Sub-Committee be requested to consider in consultation with the Chief Officer and report whether it would not be advisable not to raise the loan at all or to raise a smaller amount say 10 lacs only.'

The motion was seconded by Mr. Silam.

**Resolution 431.**—Carried.

17. Re: Notice of motion, dated 8th July 1927, by the Hon'ble Mr. G. A. Thomas, C. I. E., I. C. S.

"I desire to give notice of moving the following resolution at the next Committee meeting:—

'That all Resolutions, Motions and Amendments, upon which votes are taken, should invariably be reduced to writing and read out by the Chair before being put to the vote.'

The motion was seconded by Dr. Viegas.

**Resolution 432.**—Carried.

18. Re: *Notice of motion, dated 7th July 1927, by Dr. A. G. Viegas, L. M. & S.*

At the next meeting of the Improvements Committee to be held on the 13th inst., I shall move:—

“That the chief Officer be requested to report or to state at the meeting (the answers to be entered in the minutes of the meeting) whether it is a fact that—

1. It is immaterial from the stand-point of the rate of interest payable by the Trust whether the loan is raised on the basis of—

(a) Rs. 100 at 5%, or (b) Rs. 90 at  $4\frac{1}{2}\%$ , or (c)  $90\frac{1}{2}$  at  $4\frac{1}{2}\%$ , or (d) 84 at 4%, and

2. Whether it is a fact that the Trust will in each of these cases have to pay about 5% interest;

3. Whether it is a fact if the loan is raised on (a) the basis of Rs. 100 at 5% the Trust will have to pay Rs. 1,25,000 per annum by way of interest (b) on the basis of Rs.  $90\frac{1}{2}$  at  $4\frac{1}{2}\%$  Rs. 1,12,500 per annum (c) on the basis of Rs. 90 at  $4\frac{1}{2}\%$  to Rs. 1,12,500 (d) on the basis of Rs. 84 at 4% Rs. 1,00,000.

4. Whether it is a fact that the yearly sinking fund charges calculated at the rate of 4% basis will be

	Rs.
(a) for 60 years ... ..	10,500
(b) for 30 „ ... ..	44,500
(c) for 33 „ ... ..	37,500
(d) for 43 „ ... ..	22,700
(e) for 45 „ ... ..	20,800

5. Whether it is a fact that the Trust will be saving between the rates of interest at 5% and  $4\frac{1}{2}\%$  Rs. 12,500 per annum and between the rates of interest  $4\frac{1}{2}\%$  and 4% Rs. 12,500 per annum.

6. Whether it is a fact that if we float a four per cent. Loan at 84 it will be equal to our floating a  $4\frac{1}{2}\%$  loan at  $94\frac{1}{2}$ .

7. And whether it is a fact that by floating a four per cent. loan at 84 we shall be getting or making a profit of four rupees per cent. that is we shall get or save a lakh of Rupees.”

The motion was seconded by Mr. Silam.

**Resolution 433.**—Referred to the Finance and Establishment Sub-Committee for consideration and report.

19. Re: *Notice of motion, dated 7th July 1927, by Dr. A. G. Viegas, L. M. & S.*

“At the next meeting of the Improvements Committee to be held on the 13th instant I shall move that the Chief Officer be requested to ask the Trust Broker to be good enough to inform the Committee or if necessary he be requested to attend the meeting and inform the Committee whether—

1. The present market rate of 4% long dated Improvement Trust Loan is about Rs. 86 ;
2. Whether we can float a 4% 25 lacs loan repayable in 1960-1970, at the option of the Trust in 1960 but with 6 months notice at any time after 1960 but not later than 1970 ;
3. Whether the annual interest and sinking fund charges (4% basis for sinking fund) would be Rs. 1,22,500 as against the interest and sinking fund charges of Rs. 1,23,000 on 4½% loan at 90½ for 60 years.
4. And whether in the latter case we would have to pay Rs. 12,500 more every year by way of interest.
5. And whether by floating a 4% 1960-1970 loan at 84 we have to pay Rs. 1,22,725 for 43 years as interest and sinking fund charges to pay off the whole debt, while in the case of 4½% at 90½ we have to pay Rs. 1,23,000 as interest and sinking fund charges for 60 years.
6. Whether in the case of 4½% issue we have to pay Rs. 12,500 per annum for 17 years more than in the 4% 1960-70 loan at 84 ;
7. And whether if the 4½% be redeemed in 30 years instead of in 60 years we will have to pay more than four times the amount in sinking fund charge.
8. Whether we will be saving the additional interest charges for 17 years by making the loan repayable after 43 years instead of after 60 years.
9. Whether though we shall be getting only Rs. 21,00,000 by floating a 4% loan at 84 as against Rs. 22,62,500 at 90½% *i.e.* Rs. 1,62,500 less, 'The compensation is to be found in the lesser amount of annual interest which we will have to pay and which is Rs. 12,500 per annum for a period of about 43 years only, as against Rs. 12,500 for 60 years.'

The motion was seconded by Mr. Silam.

**Resolution 434.**—Referred to the Finance and Establishment Sub-Committee for consideration and report.

20. Re: Notice of motion, dated 7th July 1927, by Dr. A. G. Viegas, L.M. & S.

"At the meeting of the Improvements Committee to be held on the 13th instant I shall move:—

'That the Committee's Resolution *re.* 4½% Rs. 25,00,000 Loan passed to-day the 7th instant be rescinded.' "

The motion dropped as Dr. Viegas did not move.

21. Re: Notice of Motion, dated 8th July 1927, by Dr. A. G. Viegas, L.M. & S.

"At the meeting of the Improvements Committee of the 13th instant I shall move:—

'That the Board be recommended that a loan of Rs. 25 lakhs be raised at a rate of interest of 4% per annum, the minimum issue price being fixed at Rs. 84 per cent. repayable in 1960-1970, the Board reserving the right to redeem it in 1960 or at the end of any subsequent year on giving six months' notice and that the Sinking Fund should be calculated at the rate of 4%.

That offers be invited the minimum issue price being fixed at Rs. 84 per cent.' "

The motion was seconded by Mr. Silam.

**Resolution 435.**—Referred to the Finance and Establishment Sub-Committee, for consideration and report.



**22.** The following documents were executed:—

1. *Lease & Counterpart to* The Salvation Army Property Company, Limited, re: Plots Nos. 15 to 22 & 24, Central Agripada Estate.
2. *Conveyance & Duplicate to* Shaik Ahmed Haji Ismail Nakhoda & Others, re: Plot No. 18, East Agripada South Estate.
3. *Agreement for temporary [occupation by* Mr. F. G. Bootwalla, re: Plot No.E, Scheme 60.
4. *Agreement & Duplicate with the* Asiatic Petroleum Company (India), Limited, for the supply of Petrol during the year 1927-28.
5. *Acceptances of application for building lease by:—*
  - (i) The Bombay Telephone Company, Limited, re: Plot No. 48A, Naigaum Estate.
  - & (ii) Messrs. Jagannath Mohanlal & others re: Plot No. 719, Dadar-Matunga Estate.

**23.** The following papers were laid on the table:—

1. Purchase orders sanctioned by Chief Officer under Section 22(1) of the Act.
2. Work orders                   do.                   do.                   do.
3. Temporary lettings do           do.                   do.                   do.
4. Charge receipt of roads etc. handed over to the Municipality.
5. Chief Officer's sanction, dated 6th July 1927 to the demolition of certain buildings in Scheme 37.
6. Chief Officer's sanction, dated 14th July 1927 to the payment of Rs. 250 to Messrs. J. A. Mitchell & Co., for analysing four samples of Septic tank effluent.

# Bombay Improvement Trust.

ESPLANADE ROAD,

Bombay, 27th July 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 4-10 P.M. (S.T.) there were—

PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman.*
  2. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C B.E., M.L.C.
  3. DR. ACCACIO G. VIEGAS, L.M. & S.
  4. MR L. R. TAIRSEE.
  5. MR. S. L. SILAM, B.A., LL.B.
  6. MR. B. G. HORNIMAN.
  7. MR. NAOROJI M. DUMASIA.
  8. MR. HOOSENALLY M. RAHIMTOOLA, B.A., M.L.C.
  9. SIR REGINALD SPENCE, KT.
  10. MR. S. D. SAKLATVALA.
  11. MR. R. D. BELL, C.I.E., I.C.S.
  12. MR. W. H. NEILSON, O.B.E.
  13. MR. G. A. THOMAS, C.I.E., I.C.S.
  14. MR. GANPAT KRISHNAJI BORADE.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.  
MR. J. T. BURGE, F.S.I., AG. CHIEF OFFICER AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meeting held on 20th July 1927 were signed.

1.

Re: Loan for 1927-28.

Considered report No. 20, dated 21st July 1927, of the Finance and Establishment Sub-Committee :—

“With reference to Committee’s Resolution No. 416, dated 20th July 1927, we beg to report that on a further consideration of the question we have come to the conclusion that a 4% loan issued at Rs. 84 (minimum) for 43 years would be more advantageous from the Trust’s point of view than a 4½% loan issued at Rs. 90½ (minimum) for 60 years. We have also considered whether it would be possible to raise a smaller loan than Rs. 25 lakhs or not to raise any loan at all. In this connection we beg to report that if the loan of Rs. 25 lakhs were raised, the Trust would have to sell Securities worth about Rs. 44 lakhs, the bulk of which are in 5% and 6% stock. If therefore no loan or a smaller loan were raised, the Trust would have to sell correspondingly more paper and thus the Trust would lose 5% or 6% interest in its holdings as against the saving of 4% interest on the loan.

We accordingly recommend—

- (1) that a loan of Rs. 25 lakhs be raised;
- (2) that the rate of interest payable on the loan be fixed at 4% per annum;
- (3) that the minimum issue price be fixed at Rs. 84 per cent;
- (4) that the period of the loan be 43 years, the Board reserving the right to redeem it at the end of 33 years or at the end of any subsequent year on giving 6 months' notice;
- (5) that the Sinking Fund be calculated at the rate of  $3\frac{1}{2}$  per cent;
- (6) that the loan be raised after the Government have raised their loan;
- (7) that tenders be invited from the public.

We also recommend that the Committee be empowered by the Board to fix the actual date of issue and to accept the offers.

In accordance with the above recommendations, the Trust would receive Rs. 21,00,000 (minimum) as the proceeds of the loan and would have to pay annually by way of interest and sinking fund charges a sum of Rs. 1,25,812, the present capitalized value of which on the 4% tables for 43 years comes to Rs. 25,62,790.

Proposed by the Chairman—

“That in supersession of the Committee's Resolution No. 394, dated 7th July 1927, the Report No. 20, dated 21st July 1927, of the Finance and Establishment Sub-Committee, regarding the terms on, the manner in and the time at which the loan should be raised be approved and adopted.

2. That a copy of the Sub-Committee's Report and of para 1 of the Resolution be forwarded to the Board with a recommendation that approval be given to the recommendations of the Sub-Committee.”

In this connection the Chairman read the following minute of dissent by Mr. Hoosenally :—

“I regret I was unable to attend the Sub-Committee meeting.

The Sub-Committee is making a mistake when it says that the Trust is realising 5 or 6 per cent. on its holdings. This is due to the fact that it is taking the face value into consideration and not the market value which should be the proper basis of calculation. On the market value the Trust is realising considerably under 5% taking the redemption value also into consideration.

Though it is proposed to raise a 4% Loan the actual rate worked out would be a little over  $4\frac{3}{4}$ % and it would be increased to over 5% if the redemption value were also taken into consideration.”

The Municipal Commissioner observed that though from an actuarial point of view a 4% loan at 84 was better than  $4\frac{1}{2}$ % loan at Rs. 90-8, as originally proposed by the Committee, the latter would appeal to the investor more than the former.

*First Amendment.*—Proposed by Mr. Hoosenally, seconded by Mr. Bell.

“That the matter be referred back to the Finance & Establishment Sub-Committee for reconsideration and report and that Mr. Bell be invited to attend the Sub-Committee to place his views before it.”

The amendment on being put to the vote was declared *lost*, 5 members voting for and 7 against it.

*Second Amendment.*—Proposed by Sir Vasantao, seconded by Mr. Neilson.

“That a 4½% loan at Rs. 92 minimum be raised.”

The amendment on being put the vote was declared *lost*, 4 members voting for and 7 against it.

The original proposition was then put to the vote and declared *carried*, 8 members voting for and 1 against it.

**Resolution 436.**—In supersession of the Committee’s Resolution No. 394, dated 7th July 1927, the Report No. 20, dated 21st July 1927, of the Finance & Establishment Sub-Committee regarding the terms on, the manner in and the time at which the loan should be raised is approved and adopted.

2. A copy of the Sub-Committee’s Report and para 1 of this Resolution should be forwarded to the Board with a recommendation that approval be given to the Recommendations of the Sub-Committee.

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2. Re: Dadar-Matunga Estate—plot No. 302—999 years’ building lease of—  
application for.

Considered Estate Agent’s No. 9521 of 18th July 1927:—

“Herewith I have the honour to forward an application\* for a 999 years’ building lease of the above plot by Mr. Mulji Bharmal at a ground rent calculated at 6% on Rs. 9 per sq. yard.

2. The area of the plot being about 839 sq. yards, the ground rent will amount to Rs. 452 per annum.
3. The applicant’s Architect requests that possession of the plot should not be given to his client before 1st October 1927, *i.e.*, before the end of the rainy season.
4. The applicant wishes to erect a building for his own residence.
5. The conditions on which the application is based are otherwise normal and acceptance is recommended.”

**Resolution 437.**—The application is accepted.

- 
3. Re: Scheme 37—Municipal Ovoid Sewer—demolition of properties for the  
construction of—during the next working season.

Considered the following:—

(a) Trust Engineer’s No. 7303 of 22nd July 1927:—

With reference to the D. O. addressed to you by Mr. Clayton on the 19th July (returned herewith), I have the honour to submit a tracing\* showing the properties to be demolished to allow of the programme suggested.

As regards the 240’ ovoid sewer up to the North of case 235, everything is done except a shed on Case 234 for the removal of which I have already requested you to arrange with the Estate Agent in my D. O. of 24th June 1927.

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\* Not printed.

For the second portion between Janjekar Street and Carnac Road, the Deputy Engineer, Drainage Municipality, has realigned the sewer as requested by me to enable Case No. 329 to remain standing and the Cases requiring to be demolished, according to the revised alignment, are Nos. 287, 295, 297 to 303 and Case No. 309, all shown coloured red on the tracing.

I have to request for the demolition of these cases as soon as possible to allow of work being commenced on the ovoid sewer."

(b) Chief Officer's note, dated 23rd July 1927 :—

"The Committee by their Resolution No. 27, dated the 1st June 1926, sanctioned the demolition of certain buildings on Memonwada Road for the construction of a portion of the big Municipal ovoid sewer under the Western side of the new Sydenham Road, and by the end of the last working season, the construction had been completed from the north end of Sydenham Road to a point about 140 ft. south of Musjid Bunda Road.

2. The Municipal Commissioner now informs me that he has sufficient funds to construct a further length of about 700 ft. of sewer during the coming working season, and that he is willing to work in such sections as may be most convenient to the Trust as regards the least loss of revenue and least disturbance to the Trust tenants.

3. The matter has been carefully considered for some time, and it has been decided, subject to the Committee's sanction, that the most convenient sections from the Trust's point of view, will be as follows:—

- (a) a length of 240 ft. southwards in continuation of the completed sewer up to case No. 235 on Memonwada Road, and
- (b) a length of 440 ft. at the south-end of the Scheme from Carnac Road to Janjekar Street.

The Commissioner is willing to take up these two sections during the coming working season, but asks that vacant possession of the sites may be given to him early in October.

4. For Section (a), the demolition of one corrugated iron godown only in case No. 234 is required, as the remaining buildings have already been demolished under the Committee's previous sanction referred to above.

Section (b) will involve the demolition of 10 buildings on the west side of Hussein Khan Khalipa Street, but several of these buildings are old and insanitary.

5. The occupancies, rents, etc. of the 11 buildings in the 2 sections are set out in the accompanying statement from which it will be seen that there are two shops, 11 godowns, and 59 tenements, housing 55 people, of which 41 are Mahomedans, 12 Hindus and 2 Parsis.

These buildings bring in a gross monthly rent of Rs. 2,152.

6. As the construction of Sydenham Road cannot be further proceeded with until the Municipal sewer has been laid, which latter work is of itself important for the health of the City, the sanction of the Committee is requested to the vacating and demolition of the 11 buildings as set out in the accompanying statement.

There are sufficient vacant rooms in the Trust's new chawls in Scheme 37 to accommodate all of the tenants now proposed to be displaced, should they desire to take them up."

Scheme No. 37.

Properties between Janjekar Street and Carnac Road.

Case No.	Shops.	Godowns.	Living Rooms.			Total No. of tenancies including shops and godowns.	Gross monthly rent of the whole building.	Gross monthly rent of the temporary sheds.	Total No. of occupied tenancies in the whole building.	Total No. of vacant tenancies in the whole building.	Tenements occupied by	
			One room tenements.	Two room tenements.	Larger tenements.						Mahomedans.	Hindus.
	No.	No.	No.	No.	No.	No.	Rs. a. p.	Rs. a. p.	No.	No.	No.	No.
234	...	1	...	...	...	1	...	100 0 0	1	...	...	...
287	1	...	5	4	...	10	316 8 0	...	10	...	7	2*
295	...	1	...	...	...	1	47 5 0	...	1	...	...	...
297	...	2	1	...	7	10	368 2 0	...	7	3	5	...
298	...	3	...	...	...	3	330 15 0	...	2	1	...	...
299	...	...	3	2	...	5	77 6 0	...	5	...	1	4
300	...	1	13	5	...	19	319 4 0	...	18	1	9	8
301	...	1	6	7	...	14	271 9 0	...	14	...	13	...
302	...	1	2	3	1	7	134 15 0	...	6	1	6	...
303	...	1	...	...	...	1	100 0 0	...	1	...	...	...
329 } 310 }	1	...	...	...	...	1	86 0 0	...	1	...	...	...
	2 *Parsis.	11	30	21	8	72	2,052 0 0	100 0 0	66	6	41	12 & 2*
							2,152 0 0					

MEETING OF THE IMPROVEMENTS COMMITTEE OF 27TH JULY 1927.

**Resolution 438.**—The sanction is accorded to the demolition of the 11 buildings referred to in the statement attached to the Chief Officer's note.

4. Re: Wodehouse Road Estate—plot No. 15—underground petrol tank on.

Considered the following—

(a) Trust Architect's No. 1736 of 29th June 1927 :— .

"I have the honour to forward herewith plans received from the Lessee showing the underground petrol tank proposed to be erected on the open spaces of the above plot.

The proposal is unobjectionable and may be approved subject to Municipal sanction being obtained".

(b) Estate Agent's No. 9573 of 19th July 1927 :—

" \* \* \* \* \*

2. The Lessees had commenced to erect an under-ground petrol tank in the compound of this plot. On being asked to stop the work as it was unauthorised, they have now applied for necessary permission to erect the said tank, forwarding a sketch plan showing its location.

3. The Trust Architect, to whom the plans were submitted, considers the proposal unobjectionable and the undersigned concurs with his opinion.

4. It is therefore recommended that the permission applied for by the Lessees to erect the proposed petrol tank may be given, subject to a license revocable at the will of the Board being granted on the following conditions :

(a) that the cost of drawing up the license and the duplicate thereof should be borne by the Lessees,

(b) that the Lessees should pay rent of Re. 1. per month for the proposed tank, as was sanctioned under Trustees' Resolution No. 239 of 9th June 1925 in the case of the petrol tank erected on plot No. 1 of this Estate and

(c) that Municipal sanction should be obtained for the erection of the proposed tank."

**Resolution 439.**—A license revocable at the will of the Board should be granted to the lessees permitting the erection of the proposed petrol tank on the conditions specified in para (4) of the Estate Agent's No 9573, dated 19th July 1927.

5. Re: Mathew Road Estate—plots Nos. 13-14—underground petrol tank on.

Considered the following—

(a) Trust Architect's No. 1735 of 29th June 1927 :—

"I have the honour to forward herewith plans received from the Lessees showing the underground petrol tank proposed to be erected on the open spaces of the above plots.

The proposal is unobjectionable and may be allowed subject to Municipal sanction being obtained."

(b) Estate Agent's No. 9574 of 19th July 1927 :—

" \* \* \* \* \*

2. The undersigned concurs with the remarks of the Trust Architect.

3. It is recommended that the necessary permission may be granted subject to a license revocable at the will of the Board being granted, the cost of the preparation of the same to be borne by the lessees, and on condition that the lessees pay a rent of Re. 1 per month for the tank."

**Resolution 440.**—A license revocable at the will of the Board should be granted to the lessees permitting the erection of the proposed petrol tank subject to the following conditions :—

- (a) The cost of drawing up the license and duplicate thereof should be borne by the lessees.
- (b) The lessees should pay rent of Re. 1 per mensem for the tank.

6. Re : Dadar-Matunga Estate—plot No. 750—user of ground floor for school purposes of the building on.

Considered the following—

(a) Trust Architect's No. 1810 of 6th July 1927 :—

"I have the honour to forward herewith an application\* dated 31st March 1927 from the Lessee of the above plot requesting permission to rent the building for Municipal Wadala Marathi Girls' school. As per letter\* dated 7th June 1927 from the Lessee the daily attendance at the school will be only about 40 to 50 girls. It is also understood that only ground floor of the building is proposed to be rented for the school.

The accommodation normally allowed for a school is 2 water closets and 2 urinals for 5 class rooms (125 to 150 students)—1 water closet being set apart for the Teachers. Under the circumstances the sanitary arrangements for 1 water closet and 1 urinal existing on the ground floor would be sufficient. The Teachers will have to make use of the same water closet accommodation as the students."

(b) Estate Agent's No. 9647 of 20th July 1927 :—

" \* \* \* \* \*

2. This plot has been agreed to be leased to Mr. S. G. Keni on a 999 years' lease from 7th August 1925 under the old Trustees' Resolution No. 155 dated 7th April 1925.

3. Covenant No. 7 of the agreement states that the building is to be used for residential purposes only, and the application to use the ground floor as a Municipal School for girls requires the special permission of the Committee.

4. The School has been holding its classes in an old building fronting the old Wadala Road and the Municipal Schools Committee now desire to rent the ground floor of Mr. Keni's building for their Wadala Marathi Girls' School—the said floor having already been occupied by the School in anticipation of the Trust's sanction.

5. Mr. N. P. Whaddia who has erected in this neighbourhood three high class buildings on plots Nos. 739 to 742 of this Estate has been consulted in the matter and he states that he has no objection to the location of this school in Mr. Keni's building, provided adequate and proper sanitary arrangements are carried out for the large number of girls attending the school.

6. The Trust Architect has dealt with this matter in his report under reference and the undersigned sees no objection to the proposed user of the ground floor of the building as a Municipal School for girls, as a temporary measure only, and free of extra rent, on conditions—

(a) that such concession is revocable at any time at the will of the Board, if the user as a school be found a source of nuisance or annoyance to the Board or to any of the surrounding Lessees or tenants, and

(b) that the Lessee pays the costs of the necessary License and Duplicate for this user, as the same is not allowed under the terms of the Agreement to lease herein."

\* Not printed.



**Resolution 441.**—The proposed user of the ground floor of the building as a Municipal School for girls, as a temporary measure only and free of extra rent should be approved, subject to the conditions mentioned in para 6 of the Estate Agent's No. 9647, dated 20th July 1927.

7. Re : Dadar-Matunga Estate—plots Nos. 782 to 785—Trustees of the Parsi Panchayet—Funds and Properties—to be leased to.

Considered the following :—

(a) Estate Agent's No. 9691 of 21st July 1927 :—

"I have the honour to invite a reference to the correspondence resting with your No. Misc. 979/23 dated the 27th February 1924, and to state that the completion certificate in respect of the buildings on the above plots having been granted by the Trust Architect, the Trust Solicitors have to be instructed to take in hand the preparation of the Lease herein.

2. But before the lease could be prepared, the Trustees of the Parsi Panchayet Funds and Properties were addressed with a view to ascertain from them if the rents proposed by me so as to yield a net return of 6% on the actual outlay were acceptable to them. In reply a letter dated the 4th instant has been received from their Secretary, a copy (printed below) of which is herewith forwarded for your information.

3. I have therefore to request that the matter regarding the limitation of the rents to a net return of 6% on the actual outlay may please be placed before the Improvements Committee for their consideration and their decision obtained.

4. In this connection, it may be pointed out that the consideration of the proposal to lift the covenant restricting the rent which may be charged by the Lessees for the tenements erected by them was postponed, when the Surrender of these plots by the Zoroastrian Building Society and the leasing of the same to the Trustees of the Parsi Panchayet was approved by the former Trustees under their Resolution No. 106 of 26th February 1924."

(b) Chief Officer's note, dated 22nd July 1927 :—

"These plots are in the middle of the Parsi Colony at Dadar-Matunga, but are to be leased directly to the Parsi Panchayet.

All the plots leased to the Zoroastrian Building Society's tenants are subject to the restriction that the rents of the buildings shall not exceed a maximum return of a net 6% per annum of the capital expended. When this matter was under consideration by the Trustees in the year 1924, it was thought that there might be no necessity to lay a similar restriction on the Parsi Panchayet plots, as it was such a large and well-known charitable organization, but no decision was come to.

The Panchayet Trustees ask that this restriction should not be insisted on, and I think that their request might be granted."

Copy of letter referred to above :

"I placed your letter No. 3460 of 13th April 1927 before my Trustees and beg to reply as follows in accordance with their directions :—

The Trustees admit that the cost of erecting the buildings in question are those specified in my letter No. 151 of 31st January 1927 and accepted by you in your letter under:

reply. The Trustees also are most unlikely to levy rents higher than those set forth in your letter under reply, as by the very conditions of the donations from which the buildings were erected, they are bound not to levy more rents than would be just sufficient to cover the outgoings and leave a small margin for safety. As will be seen from the statement of present rents supplied to you with No. 302 of 28th February 1927, they are much lower than the maxima set down in your letter under reply. But the Trustees are *unwilling to bind themselves permanently to levy no more than the said maxima*. Changing circumstances may in the remote future increase very greatly the monetary value of the outgoings compelling the levy of larger sums than the maxima. At the most the Trustees can only bind themselves not to levy larger rents than would yield a certain percentage on the costs of building after deducting the outgoings. We believe such was the condition agreed to by the Zoroastrian Building Association, the percentage being in that case 6 per cent. Even whether that condition is binding on my Trustees is not clear. With respect to that I have to invite your attention to Letter Misc. 797/23 of 27th February 1924 of the Secretary of the Improvement Trust to me. In the first paragraph of that letter he states that the land would be leased to my Trustees "on the same general terms and conditions as were agreed to between the Board and the Zoroastrian Building Society", and in the third paragraph he states "I am to add that the consideration of the proposal to lift the covenant restricting the rent which may be charged by the lessee for the tenement to be erected by them, has been postponed". With respect to this matter our Assistant Secretary Mr. F. M. Pavri saw the Secretary of the Improvement Trust on 29th February and 3rd March 1924, when he was given to understand that it was proposed to exempt my Trustees from this restriction, but the Board *had not yet passed a final resolution*. We have not heard since about this matter and I shall feel obliged by your letting me know whether such a resolution was passed by your Board or not."

Proposed by the Chairman—

"That the proposal to lift the covenant restricting the rent which may be charged by the Parsi Panchayet for the tenements erected by them be approved."

*Amendment.*—Proposed by Sir Vasant Rao, seconded by Mr. Borade—

"That the matter be referred to the Land Sub-Committee for consideration and report and that one of the Trustees of the Parsi Panchayet be invited to attend the meeting of the Sub-Committee and to place his views before it."

The amendment on being put to the vote was declared *carried* and it was carried as a substantive proposition also.

**Resolution 442.**—The matter should be referred to the Land Sub-Committee for consideration and report and one of the Trustees of the Parsi Panchayet should be invited to attend the meeting of the Sub-Committee and to place his views before it.

8. Re : Chowpatty West Estate—plots Nos. 39 and 40—Toddy shop on.

(Ref. C. R. 381 of 28-6-1927.)

Considered Excerpt from the Proceedings of the Special Meeting of the Board called in pursuance of a requisition received under Section 9(2)(b) of the Act, held on 7th July 1927:—

“The President called upon Mr. Tairsee to move the proposition.

Proposed by Mr. L. R. Tairsee—

‘That the Board regrets that the Improvements Committee have approved of the location of a toddy shop on the Chowpatty estate belonging to the Trust in spite of the Board’s Resolution No. 19, dated the 14th July 1926, prohibiting the location of liquor shops on the Trust’s Estates and premises and are of opinion that toddy shops also should not be allowed to be located in the Trust’s property as they are also liquor shops.’

The proposition was seconded by Dr. Vora.

After the debate had proceeded for a considerable time and as there were many Trustees who wished to speak on the proposition, the President, with the consent of the House, adjourned the meeting to Tuesday, the 19th July 1927 at 4 P.M. (B.T.)

Consideration was resumed on 19th July 1927.

After the debate had proceeded for a considerable time, several Trustees asked for a closure. The President thereupon took the sense of the House to ascertain whether closure should be granted.

The President declared that the House was in favour of granting the closure.

After the mover of the proposition had replied to the debate, the following proposition was put to the vote and declared carried, 36 Trustees voting for and 8 against it:—

“The Board regrets that the Improvements Committee have approved of the location of a toddy shop on the Chowpatty Estate belonging to the Trust in spite of the Board’s Resolution No. 19, dated 14th July 1926, prohibiting the location of liquor shops on the Trust’s Estates and premises and are of opinion that toddy shops also should not be allowed to be located in the Trust’s property as they are also liquor shops.”

**Resolution 443.**—The Board’s Resolution No. 60 dated 19th July 1927 should be recorded.

2. The Improvements Committee’s Resolution No. 347 dated 15th June 1927 should be cancelled and the applicant be informed that permission for the toddy shop is refused.

9. Re : Dadar-Matunga Estate—plot No. 747—Premium-Insertion of a clause in the agreement for payment of.

Considered the following:—

(a) Estate Agent’s No. 9788 of 22nd July 1927:—

“I have the honour to state that the Improvements Committee, by their Resolution No. 218 of 19th April 1927, accepted an application for a 999 years’ building lease of the above plot from Messrs. A. F. Soonawalla and D. F. Soonawalla, on payment of a premium

of Rs. 10 per square yard within 3 months from the date of application which is 7th April 1927.

2. The building tenants duly paid the usual deposit of 2 years' ground rent and possession of the Plot was given to them on 21st May 1927. The plans were also passed on 29th June 1927.

3. The building tenants' Architects Messrs. Mistri and Bhedwar have now addressed a letter, dated 30th June 1927, in which they request that their clients may, in view of the estimate of the cost of construction and the funds at their disposal, be allowed to pay the premium of Rs. 7,690 within a period of 5 years from the date of the Lease and that in the meantime they may be permitted to pay interest on the premium at 6% per annum.

4. As a special case, I see no objection to the agreement herein, which is under preparation, being so varied as to allow the tenants to pay the premium of Rs. 7,690 within a period of five years from the date of the Lease, on condition that they pay interest at 6% per annum from the date on which the payment of premium is due by them *viz.*, 7th July 1927, upto the date on which the premium is paid."

(b) Chief Officer's note, dated 23rd July 1927 :—

"I see no objection to the request being granted as the Trust will not lose by it."

**Resolution 444.**—The sanction asked for is granted.

10.

Re: *Report of Financial Transactions in June 1927.*

Considered Chief Accountant's note, dated 21st July 1927 :—

*Fixed deposit.*—Deposits aggregating Rupees two lakhs which matured on the 30th June 1927, were credited to Current Account to meet payment of interest on sterling loans.

*Investment of sinking fund money.*—4½% Bombay Improvement Trust Debentures of the nominal value of Rs. 5,500 were transferred (at par) from General Investment Account to Sinking Fund Investment Account.

*Foreign remittance.*—£16,196-4-5 (Rs. 2,17,459-12-0 at 1-5½), were remitted to London for payment of interest on sterling loans due 1st July 1927."

**Resolution 445.**—Recorded.

11.

Re: *Scheme 5—plots 720A, 720B, 720C—Mr. Rustomji D. Pataka—Auction for the sale of tapping palm trees in—complaint by.*

Considered the following :—

(a) Mr. Pataka's letter, dated 8th July 1927 :—

"The auction for tapping palm trees (Toddie) at Naigon Vacha Wady was announced and it was to come off on the 7th July at 3 P.M. But to my and other bidders' surprise, when we went to bid at the auction at the stated hour, we were informed that it was already given to a party. We enquire and want to know whether this violates the rules of auction. Who will rely hereafter on your auction notices?"

The matter requires looking into, just to find out whether there is any underhand dealing or not."

(b) Estate Agent's letter No. 9829 of 23rd July 1927 :—

" \* \* \* \* \*

2. The complaint refers to the land in case No. 528 of Scheme 5, which is known as Vacha Wady. A portion of this Wady was acquired on 27th February 1919, from Mr. B. D. Vacha—the remainder having been allowed by the Trust to be retained by him under an

amicable arrangement. The acquired land now forms part of plots Nos. 720A, 720B and 720C of the Dadar-Matunga Estate.

3. In consideration of Mr. Vacha having co-operated in several respects with the Trust in arriving at the amicable settlement of the above Case in a manner favourable to the Trust, the Land Manager, while settling the Case, had assured Mr. Vacha, at his request, that the tappable trees on the acquired land would be let to him every year at the same highest rate that would be offered at auction for other trees in the locality, and according to this assurance date trees have all along been let to him every year as shown below :—

Year.	No. of trees.		Rate per tree.	
			Rs.	a.
1919-20	...	20	...	10 0
1920-21	...	Nil	...	Nil
1921-22	...	6	...	5 0
1922-23	...	7	...	10 0
1923-24	...	Nil	...	Nil
1924-25	...	15	...	16 8
1925-26	...	5	...	12 0
1926-27	...	9	...	16 8

4. Every year a circular is sent round notifying the auction of the tapping right of trees in Scheme 5, but the trees in Case No. 528 are always excluded at the auction. This has been the invariable practice since 1919 and the complainant having regularly attended at these auctions is fully aware of it.

5. At the auction held on 7th July last for selling the tapping right of trees in Scheme 5, the bidders who attended were told that the trees in Case No. 528 were reserved as usual and were not auctioned. The statement made by the complainant that the bidders were informed at the said auction that the right of tapping had already been given to some other party is incorrect. The trees in question were reserved as usual for Mr. Vacha and they will shortly be let to him in accordance with the practice followed hitherto.

6. There has been no underhand dealing as alleged by the complainant and the complaint is groundless and seems to be malicious."

Proposed by the Chairman—

"That Mr. Pataka be informed in terms of para 5 of the Estate Agent's No. 9829, dated 23rd July 1927."

Sir Vasant Rao observed that if the orders of the Board regarding the location of liquor and toddy shops were to be respected, the Trust should not try to derive any revenue from the letting of tapping trees.

The Commissioner stated that this could be done by bringing the matter before the Board for orders.

The proposition on being put to the vote was declared *carried*.

**Resolution 446.**—Mr. Pataka should be informed in terms of para 5 of the Estate Agent's No. 9829, dated 23rd July 1927.

- 
12. Re: Notice of Motion, dated 15th September 1926, by Dr. A. G. Viegas, L.M. & S.,  
re: supersession in the permanent Subordinate Staff of the Trust.

( Ref. C. R. 197 of 16-9-26. )

Considered Chief Officer's Report dated 7th July 1927 :—

“ With reference to Improvements Committee's Resolution No. 197 of 16th September 1926, adopting the notice of motion, dated 14th September 1926, by Dr. A. G. Viegas, reproduced in the margin, I beg to submit herewith two statements containing cases where supersessions have taken place.”

“ That the Chief Officer be requested to report whether any supersessions have taken place in the permanent subordinate staff of the Trust within the last two years and which of them (a) by Trust employees and which (b) by outsiders and the reasons therefor.”

Statement of Supersessions during the year 1925-26 (2).

No.	Names of persons promoted or appointed in supersession of others.		Appointed acting or permanent.	Persons superseded.	Reasons therefor.
	Trust Employees.	Outsiders.			
1	Mr. V. K. Chitale (Clerical Staff).	...	Acting (Senior Clerk).	(1) Mr. Patwardhan (2) Mr. Dalvi (3) " Alphonso (4) " Sontake.	
2	Mr. I. J. Esperance (Clerical Staff).	...	Do.	(1) Mr. Patwardhan (2) Mr. Dalvi (3) " Alphonso (4) " Sontake (5) " Chitale (6) " Devdhar (7) " Gadre (8) " Mone (9) " Chitre (10) " Navalkar (11) " Khare (12) " Joshi (13) " Acharya (14) " Reuben (15) " Tulpule (16) " Iyer (17) " Ranade (18) " Tagare (19) " Sunderam (20) " Rajwade (21) " Desai.	
3	Mr. D. S. Raje ... (Temporary Estt. Clerical Staff).	...	Do. (Permnt. Estt.)	<b>Permanent Establishment—</b> (1) Mr. Patwardhan (2) Mr. Dalvi (3) " Alphonso (4) " Sontake (5) " Chitale (6) " Deodhar (7) " Gadre (8) " Mone (9) " Chitre (10) " Navalkar (11) " Khare (12) " Joshi (13) " Acharya (14) " Reuben (15) " Tulpule (16) " Iyer (17) " Ranade (18) " Tagare (19) " Sunderam (20) " Rajwade (21) " Desai (22) " Esperance <b>Temporary Establishment—</b> (1) Mr. Mahadik (2) Mr. Dandekar (3) " Samel (4) " Almeida (5) " Peters (6) " Dharap (7) " Jaiwant.	

The arrangements were made by Mr. Kynnersley's predecessor—presumably in the best interests of office work.

Statement of Supersessions during the year 1925-26 (2)—concl'd.

No.	Names of persons promoted or appointed in supersession of others.		Appointed acting or permanent.	Persons superseded.	Reasons therefor.
	Trust Employees.	Outsiders.			
4	Mr. Solomon Levi ... (Draftsman)	...	Acting (Surveyor).	Mr. P. N. Katwe ... ..	Was given an acting appointment of Surveyor being 2nd Senior man as the first one is only a good draftsman and unable to do outdoor work.
5	Mr. Wadekar ... ..	}	Temporary arrangement in the place of Head Clerk (P. Estt.)	<b>Permanent Establishment—</b> (1) Mr. Khambatta (2) Mr. Baretto (3) " Vanka (4) " Chaubal (5) " Mistry (6) " Shah (7) " Limaye (8) " Panday (9) " Vasant Pundlic (10) " Mehta (11) " Enty (12) " Engineer (13) " Abraham (14) " E. H. Desai (15) " Vaidya A. W. (16) " P. S. Karnik (17) " Bhandupwalla (18) " S. S. Vaidya (19) " P. M. Pandya (20) " Hirananeek (21) " Zarapkar (22) " D. B. Mehta (23) " Khandwalla (24) " Alphonso (25) " Chavan (26) " Divekar. (27) " Coelho.	Messrs. Wadekar, Thanawalla and Thorat were given duty allowance of Rs. 20 each till the vacancy was filled up, on account of their being conversant with Mr. Gupte's work.
6	" Thanawalla ... ..				
7	" Thorat, (Tempy. Estt. Clerical Staff).				
8	Mr. C. B. M. D'Souza ... (Clerical Staff).	...	Acting (Senior Clerk).	Mr. Mahomed ... ..	Mr. Mahomed being an outdoor clerk was not appointed to act as Senior Clerk.
9	Mr. John A. Lazarus ... (Clerical Staff).	...	Do.	Do. ... ..	Do. do. do.

MEETING OF THE IMPROVEMENTS COMMITTEE OF 27TH JULY 1927.



Statement of Supersessions during the year 1924-25 (1).

No.	Names of persons promoted or appointed in supersession of others.		Appointed acting or permanent.	Persons superseded.	Reasons therefor.
	Trust Employees.	Outsiders.			
1	Mr. D. D. Bharucha ... (Clerical Staff).	...	Acting (Senior Clerk)	(1) Mr. Patwardhan (2) Mr. Dalvi. (3) " Alphonso (4) " Sontake (5) " Chitale (6) " Deodhar (7) " Gadre (8) " Mone (9) " Chitre (10) " Navalkar (11) " Khare (12) " Joshi (13) " Acharya.	The arrangements were made by Mr. Kynnersley's predecessor—presumably in the best interests of office work.
2	Mr. K. V. Navalkar ... (Clerical Staff).	...	Do.	(1) Mr. Patwardhan (2) Mr. Dalvi (3) " Alphonso (4) " Sontake (5) " Chitale (6) " Deodhar (7) " Gadre (8) " Mone (9) " Chitre.	
3	Mr. E. L. Narasimham ... (Overseer Upper Subordinate).	...	Acting (Estate Supdt.)	(1) Mr. D. B. Mhatre (2) Mr. Tatachari.	Was working under Mr. Randeria, the Estate Superintendent of the section and was given a trial, being conversant with the work.
4	Mr. Solomon Moses ... (Inspector Lower Subordinate).	...	Acting (Surveyor).	(1) Mr. Rodrigues (2) Mr. Talpade (3) " Sam Benjamin.	Was working as Inspector in the same section and being conversant with the work was given an acting appointment.
5	Mr. Solomon Levi ... (Draftsman).	...	Do.	Mr. P. N. Katwe ... ..	Was given an acting appointment of Surveyor being 2nd Senior man as the first one is only a good draftsman and unable to do outdoor work.

Statement of Supersessions during the year 1924-25 (1)—*concl'd.*

No.	Names of persons promoted or appointed in supersession of others.		Appointed acting or permanent.	Persons superseded.	Reasons therefor.	
	Trust Employees.	Outsiders.				
6	Mr. P. B. Chaubal (Clerical Staff).	...	Acting (Head Clerk).	(1) Mr. Khambatta (3) „ Vanka.	(2) Mr. Barretto	Was conversant with the work of Revenue section and therefore tried.
7	Mr. V. A. Ajinkya (Surveyor Lower Subordinate).	...	Acting (Estate Supdt.)	(1) Mr. Writer (3) „ Menashe (5) „ Parelkar (7) „ Joseph (9) „ Mhatre	(2) Mr. Talpade (4) „ Sabnis (6) „ Kotwal (8) „ Tataehari (10) „ Narasimham.	Was working under Mr. Katrak, the Estate Superintendent of the section and given a trial being conversant with the work.
8	Mr. C. B. M. D'Souza (Clerical Staff).	...	Acting (Senior Clerk).	Mr. Mahomed ... ..		Mr. Mahomed being an outdoor clerk was not appointed to act as Senior clerk.

Proposed by the Chairman—

“That the Chief Officer’s report be recorded.”

*Amendment.*—Proposed by Dr. Viegas and seconded by Mr. Silam—

“That the question be referred to the Finance and Establishment Sub-Committee for consideration and report.”

The amendment on being put to the vote was declared *lost*.

The original proposition on being put to the vote was declared *carried*.

**Resolution 447.**—The Chief Officer’s report should be recorded.

13. Re: Notice of Motion, dated 21st July 1927, by Mr. Lakhmidas Rowjee Tairsee.

“Arising out of previous resolution of this Committee (bearing No. 403 of 13th July 1927) I will move at the next meeting—

“That the Chief Officer be requested to report what disciplinary action he has taken or proposes to take against Mr. Narayan Trimbak Chawathey.”

In accordance with notice of motion, it was—

Proposed by Mr. L. R. Tairsee—

“That the Chief Officer be requested to report what disciplinary action he has taken or proposes to take against Mr. Narayan Trimbuck Chawathey.”

The motion was seconded by Mr. Silam.

After Mr. Tairsee had spoken, the Chief Officer stated that Mr. Narayan simply carried out the orders of Sir Vasant Rao and that as the Committee had now passed orders that no member of the Committee should put himself in communication with any of the Board’s contractors through the agency of any officer or servant of the Board, he was issuing office orders accordingly to the Heads of Departments for communication to the staff under them.

Mr. Silam stated that in view of the Chief Officer’s explanation he would not second the motion. He was however not allowed to do so.

The motion on being put to the vote was declared *by lost* a large majority, Mr. Tairsee alone voting for it.

14. Re: Notice of Motion, dated 21st July 1927, from Mr. Lakhmidas Rowjee Tairsee.

“At the next meeting of the Committee I will move that the Chief Officer be requested to furnish estimates for a lift to the Improvements Trust Buildings.

In accordance with the notice motion it was—

Proposed by Mr. Tairsee—

“At the next meeting of the Committee I will move that the Chief Officer be requested to furnish estimates for a lift to the Improvement Trust Building.”

The motion dropped for want of a seconder.

**15.** The following documents were executed—(1) *Debentures*—

Name of holder.	Year of loan.	Amount.	New issued.	Old cancelled.
The Treasurer Charitable Endowments Bombay.		Rs.		
	1902	5,000	1	1
	1903	500	1	1
	1905	3,000	3	3
	1906	11,500	1	1
	1908	8,000	1	1
		28,000	7	7

(2) *Lease and Counterpart to Bai Kessarbai wife of Jeewandas Dhunji re* : Plot No. 403, Dadar-Matunga Estate.

(3) *Agreement with Mr. Gopaldas Bansidhar for building lease of Plot No. 5, Kolbhatwadi Estate.*

(4) *Agreement by Mr. Arjun Ganda re* : Right of cultivation in case Nos. 112, 112A, and 114 etc., Scheme 57.

(5) *Agreement by*—

(i) Mr. Sorabji Ookerji Umrigar in respect of temporary occupancy in Case No. 92 Scheme 47.

(ii) Mr. K. R. Irani in respect of plot No. 307B (part of) Scheme 5.

(6) *Acceptance of application for building lease of plot No. 302, Dadar-Matunga Estate.*

**16.** The following papers were laid on the table :—

1. Work Order sanctioned by Chief Officer under Section 22 (1) of the Act.
2. Temporary lettings do do
3. Chief Officer's sanction, dated 1st April 1927, to the renewal of contract for one year for cleaning typewriters.
4. Trust Solicitor's letter No. U/2328, dated 14th July 1927, intimating the acceptance by Mr. J. B. Kanga of the General Retainer for the period of one year. (C. R. 393/27).

# Bombay Improvement Trust.

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ESPLANADE ROAD,

Bombay, 2nd August 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 4-10 P.M. (S.T.) there were—

PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman.*
2. DR. ACCACIO G. VIEGAS, L.M. & S.
3. MR. L. R. TAIRSEE.
4. MR. S. L. SILAM, B.A., LL.B.
5. MR. B. G. HORNIMAN.
6. MR. NAOROJI M. DUMASIA.
7. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
8. MR. HOSENALLY M. RAHIMTOOLA, B.A., M.L.C.
9. SIR REGINALD SPENCE, KT.
10. MR. S. D. SAKLATVALA.
11. MR. R. D. BELL, C.I.E., I.C.S.
12. MR. W. H. NEILSON, O.B.E.
13. MR. G. A. THOMAS, C.I.E., I.C.S.
14. MR. GANPAT KRISHNAJI BORADE.  
AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.  
MR. J. T. BURGE, F.S.I., AG. CHIEF OFFICER AND THE SECRETARY WERE ALSO PRESENT.

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The minutes of the meeting held on 27th July 1927 were signed.

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1. Re : Sale of Steel Rails.

Considered Engineer's No. 7496, dated 27th July 1927 :—

"I have a further offer from Messrs. Maneckchund Jivraj & Co. to purchase from 75 to 100 tons of 60 lb. rails with necessary fish plates. They offer Rs. 65 per ton for the rails and I am prepared to let them have the fish plates at Rs. 90 per ton. Assuming that we can give them and they take 100 tons of rails and 4 tons of fish plates, which is the approximate amount required, the total amount will be Rs. 6,860.

The rates are favourable and I have to request you to obtain the Improvements Committee's sanction as soon as possible as the Company are pressing for a reply.

I may point out that the rate for rails has been approved twice by the Improvements Committee, first in their Resolution No. 209 of 28th September 1926 and secondly in their Resolution No. 35 of 18th January 1927."

**Resolution 448.**—The proposed sale is sanctioned.

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2. Re: Establishment—Estates and Valuation Department—Laxman Ragho Hamal—  
application for some contribution from Trust's Funds.

(Ref. C. R. 377 of 21-6-27.)

Considered Report No. 21, dated 27th July 1927 of the Finance and Establishment Sub-Committee :—

“ With reference to Committee's Resolution No. 377, dated 21st June 1927, we beg to state that we have considered the Chief Officer's note (printed below) and recommend that the Board be recommended to sanction the proposed rule with retrospective effect so that the case of this Hamal may be dealt with in accordance with this Rule.”

*Chief Officer's note, dated 15th July 1927 :—*

“ The applicant was employed as a Hamal in the Estate Agent's Department for 30 years and has now retired owing to old age. His pay when he left service in May last was Rs. 23 per month. He applied for a gratuity in consideration for his long service.

As the applicant was not on the scheduled staff, he was not eligible to subscribe to the Provident Fund. The Committee was therefore informed that there was no rule under which a gratuity or contribution could be given to him. The Committee referred the question to the Finance and Establishment Sub-Committee for consideration and report.

I find that the Municipality has got a rule which would cover a case of this kind and propose that the following draft rule which is similar to the rule in the Municipality be introduced here with the sanction of the Board :—

‘ An officer or servant who has been in Trust Service for a period of not less than 25 years and who is not eligible to the benefits of the Provident Fund Rules and whose pay on retirement does not exceed Rs. 100 per month and whose services have been dispensed with owing to old age may be allowed at the absolute discretion of the Improvements Committee a gratuity not exceeding 7 times his average monthly salary during the preceding 3 years of his service.

In calculating the average monthly salary of an officer or servant for the purposes of this Rule any reduced salary which he may have received while on leave shall not be taken into account; but the average shall be calculated as if such officer or servant had, while on leave been in receipt of the salary of his appointment which he was drawing immediately before taking leave or which he would have drawn from time to time, if he had not been on such leave.”

**Resolution 449.**—That Report No. 21, dated 27th July 1927, of the Finance and Establishment Sub-Committee is approved and adopted.

2. A copy of the Report should be forwarded to the Board with a recommendation that the proposed rule be sanctioned.

3. Re: Notice of motion, dated 16th September 1926, by Dr. A. G. Viegas, re :  
Percentage of cost of collection on amounts collectable and actually  
collected during the last 10 years.

(Ref. C. R. 395, dated 7-7-1927.)

Considered Report No. 22, dated 27th July 1927, of the Finance and Establishment Sub-Committee :—

“ With reference to Committee's Resolution 395, dated 7th July 1927, we beg to report that we have considered the Chief Officer's note\*. It is noticed that the percentage of outstandings to the demand has risen from 5'78 in 1916-17 to 23'80 in 1923-24

\* Printed in the preamble to C. R. 395 of 7-7-27.

but we find that this rise is due to the operation of the Rent Act and also to the demolition of a number of buildings within the last few years, the tenants of which have been dispersed and not to any laxity on the part of the staff. It is accordingly recommended that the Chief Officer's note be recorded."

Proposed by the Chairman—

'That the Report No. 22, dated 27th July 1927, of the Finance and Establishment Sub-Committee be approved and adopted and that the Chief Officer's note be recorded.'

*Amendment.*—Proposed by Dr. Viegas, seconded by Mr. Silam—

'That the Improvements Committee are of opinion that this matter deserves serious consideration as the percentages (1) of outstandings to net Demand (2) of Collection to net Demand and (3) of amounts written off to net Demand as shewn below are most unsatisfactory.

Year.	Percentage of outstandings to net Demand.	Percentage of Collection to net Demand.	Percentage of amount written off to net Demand.
1916-17	5'78	93'82	'40
1917-18	5'51	94'02	'47
1918-19	5'87	93'87	'26
1919-20	8'11	91'70	'19
1920-21	11'80	88'05	'15
1921-22	14'22	85'70	'08
1922-23	17'61	82'32	'07
1923-24	23'80	75'56	'64
1924-25	23'06	73'32	3'62
1925-26	21'46	69'20	9'34

2. That the Chief Officer be requested to furnish a detailed report showing the causes which led to such an unsatisfactory state of affairs.'

The amendment on being put to the vote was declared *lost*, 4 members voting *for* and 7 *against* it. The original proposition was then put to the vote and declared *carried*.

**Resolution 450.**—The Report No. 22, dated 27th July 1927, of the Finance and Establishment Sub-Committee should be approved and adopted and the Chief Officer's note recorded.

4. Re: Dadar-Matunga Estate—Three room tenements—Applications, dated 24th March 1927 and 19th June 1927, from the tenants of.

Considered the following:—

(a) Application, dated 24th March 1927, from Mr. R. Varadachari and others:—

"We, the undersigned tenants of the 'Trust Buildings': Three Room Tenements of Matunga, have the honour to address you regarding certain hardships we have been subject to.

1. (a) Staircases have not been lighted at all. It is rather risky to move in the nights without serious accident to the body. It has been customary in all the buildings to light the public passages. This deficiency (which is peculiar only to the Trust), we hope, will be duly rectified.

(b) we request that you would provide electric lights to the Buildings. The new Buildings which have been erected in all parts of Bombay, are invariably provided with electric lights. There may not be much difficulty as the quarters here all are on block system where independent metres could be fitted up separately, thus the charges of electric energy being entirely borne by the tenants themselves direct.

2. The footpaths in the front of the buildings (especially in the northern set of buildings) have not been properly paved, so much so it is impossible to walk barefooted. They could at least be arranged to be in a smooth and even condition. Further, the footpaths require to be connected to the road, as in the rainy season, the way will be entirely blocked by water as this portion of the way is rather low.

3. There is a grievance peculiar to the ground floor tenements. As the land around the buildings is not being watered, the dust, when the ground is cleaned in the morning, pierces in large quantities into the rooms. It is with great difficulty the inmates have to remain inside when the dusting operations take place. Hence it is desirable that the ground should be properly watered. Incidentally we may point out that you have very generously set apart a large portion of the land as open space and it would be in the fitness of things if you decide to lay out a garden (as originally contemplated).

4. There is not sufficient safety in the nights in the first floor tenements as there are not windows with iron bars or expanded metal. The difficulty will be extremely felt in the summer nights when the doors will have to be necessarily kept open. It is therefore desirable that at least the living rooms are fitted up with additional doors made of iron bars or expanded metal on either side to allow free ventilation.

We hope that you would pay due consideration to the aforesaid grievances and have them redressed at an early date."

(b) Application, dated 19th June 1927, from Mr. P. S. Venkateswaran and others:—

"In continuation of the representation made by us with regard to some improvements to the Three Room Tenements (King's Circle) and as desired by the Chief Officer while on visit to the buildings, in response to our request, we hereby request you to consider the question of the electric installation of the tenements in as much as we are prepared to bear the interest charges for the carrying out of the same provided the charges do not exceed Rs. 1-8-0 per tenement. In doing so we would request you to intimate to us with a rough estimate, the exact interest charges that each tenant will have to bear for the installation.

We also agree to the laying out of the gardens in the open spaces reserved as originally contemplated by you."

(c) Chief Officer's note, dated 26th July 1927 :—

"There are 36 Trust 3 room tenements situated on the East of King's Circle.

The monthly rents are as follows :—

Ground floor	...	Rs. 45/—
First	„	Rs. 50/—and
Second	„	Rs. 55/—.

There are no vacancies.

2. The tenants ask that (a) the staircases and passages should be lighted by the Trust free, and (b) electric lighting should be provided to the rooms in the tenements, for which the tenants state that they are willing to pay to the Trust Rs. 1-8-0 per month for the interest and sinking fund charges on the cost of the installation, and that they will themselves pay the cost of the current consumed by them.



3. The Trust Engineer reports that he is in communication with the Bombay Electric Supply & Tramways Co., in this matter, and that the Company inform him that they have no distributing mains in the vicinity, and that they are considering the feasibility of extending their mains up to this point. The necessary estimates for the electric lighting will be put up before the Committee as soon as matters have been settled with the Company.

4. The tenants further ask that (c) the footpaths in front of the buildings should be properly paved and raised, (d) the two open spaces should be laid out as gardens and watered daily to prevent dust, and (e) the windows of the 1st floor tenements should be provided with iron bars or expanded metal mesh for the safety of the tenants at night.

5. As regards the footpaths and the provision of gardens on the open spaces, a plan\* and estimate dated the 25th July 1927 from the Trust Engineer are forwarded herewith for the cost of this work amounting to Rs. 1,750.

As the two open spaces in front of these tenements are at present bare and unattractive, the Committee may agree to spend this money on improving these open spaces:

6. The undersigned is however unable to recommend that the windows of the 1st floor tenements should be protected by iron bars or expanded metal mesh.

The ground floor tenements have been so protected, but in the case of the 1st floor this would appear to be unnecessary."

Estimate, dated 25th July 1927.

Quality.	Items.	Rate.	Per.	Amount.
		Rs.		Rs. a. p.
	<i>Cost of constructing passages and providing turfing in the compound of three-room tenements, Staff Quarters, Scheme 5.</i>			
3410 Sft.	Constructing passages requiring trimming formation surface and 3" metalling with spramex surface.	22	% Sft.	750 0 0
7420 Sft.	Providing turfing including necessary raising of the ground.	6	"	445 0 0
8 Nos.	Providing teak-wood and cast iron seats as provided in Worli Garden with an arm at each end and one in the centre.	40	each.	320 0 0
4 Nos.	Providing additional trees, 2 in each compound.	18	"	72 0 0
	Add 10% for contingencies and supervision.			1,587 0 0
				159 0 0
				1,746 0 0
			Say Rs. ...	1,750 0 0

**Resolution 451.**—The Chief Officer's proposal to pave and raise the footpaths in front of the buildings and to lay out the two open spaces as gardens at an estimated cost of Rs. 1750 is approved.

\* Not printed.

2. A further report from the Chief Officer regarding the provision of lights in staircases, passages and rooms should be awaited.
3. The tenants should be informed that their request to provide the windows of the first floor tenements with iron bars or expanded metal cannot be complied with.

5. Re : Rules for Vanita Vishram Garden at Sandhurst Road West.

Considered Chief Officer's note, dated 29th July 1927 :—

"I beg to submit herewith draft rules for the Vanita Vishram Garden for the Committee's approval. They have been approved by the Honorary Secretary of the Vanita Vishram Society,"

1. The use of this Garden is reserved exclusively for the occupiers of houses or flats in the building immediately adjacent to and abutting on this Garden.

Resident guests in the buildings may be admitted subject to any general or special regulations the Trustees may adopt to prevent abuse of the privilege.

2. No persons other than those having the right of entrance shall be entitled to hold or possess key of any of the Garden gates, and no person so entitled shall permit his key to be given or lent to or used by any person other than the members of his household.

3. All gates into the Garden must be closed and locked by the persons entitled to use the garden, on going in and coming out.

4. Private gates into the garden, from the gardens of any of the buildings adjoining, which have been put up with the consent of the Trust, will only be permitted to be used on condition that they are kept locked. Keys for such gates must be supplied by the lessees of the plot whose tenants are entitled to use the gate, and if such gates are at any time left unlocked or open, the right to use the same may be forbidden by the Trust and the opening made for the gate may be required to be closed.

5. Servants, unless in attendance upon those having a right of entrance or children or person left in charge of any house or plot are expressly prohibited from going into the garden. Young children must be accompanied by a nurse, ayah or other responsible person.

6. No person shall climb over the walls, railings or gates of the garden.

7. No person shall climb up, damage, pull down, or destroy any of the trees, shrubs, or plants or cut the flowers in the garden, or obstruct or interfere with the 'Mallis' or other employees of the Trust or its assigns, acting under the orders of the Trust or its assigns, in the performance of his or their duty in the garden, nor shall they break, deface or injure any property of the Board or its assigns in the garden or wilfully cut up or injure the surface of the paths, tennis court or lawns or trample upon or injure the beds or place or leave any obstruction anywhere in the Garden.

8. No bicycles or tricycles are allowed in the Garden.

9. Rough games are forbidden, also stone-throwing and noisy and disorderly conduct and every other practice likely to annoy the residents or interfere with the quiet use and enjoyment of the Garden.

10. Dogs shall not be allowed in the Garden.

11. No carpets, rugs, door-mats or other articles shall be beaten, shaken, cleaned or dusted in any part of the Garden.

No dust or rubbish or paper shall be swept, thrown or scattered anywhere in the Garden or on the railings or gates thereof and no one shall commit any nuisance on any part of the Garden.

12. The Garden shall be open from 6 A.M. to 6 P.M.

It may be closed either entirely or partially at such time or times as the Trust may consider necessary and when so closed no one shall be allowed to enter the Garden.

13. The Trust has assigned the responsibility for the maintenance of the Garden to the Trustees of the Vanita Vishram and given them the right to use the flower beds for the purposes of Nature Study and the rights of the Vanita Vishram in these respects shall be the same as those of the Trust.

14. Any one found in the Garden not having a right of entrance will be dealt with as a trespasser.

15. Any person having a right of entry to the garden, or their servants or employees committing a breach of any of the above bye-laws, will be liable to immediate ejection from the garden and the key or keys held by them or the persons occupying the flats in respect of which such persons have right of entry shall forthwith be delivered to the Board, and such person or any other persons in occupation of the flat in respect of which their right of entry is claimed, shall in future be deprived of the right to enter into and make use of the Garden.

**Resolution 452.**—The draft rules of the Vanita Vishram Garden are approved.

**6.** Re : Cooperage—Fete in aid of Nursing Association and Sir Leslie Wilson Hospital Fund on.

Considered the following :—

(a) Letter, dated 26th July 1927, from Major General Sir Reginald Ford :—

“I have been commanded by His Excellency to conduct a Fete in aid of Nursing Association and Hospitals early in February 1928, and I write to request that the Bombay Improvement Trust may grant me for the purpose of the Fete the Cooperage from 1st September 1927 to February 28th, 1928.

It is proposed to enclose the Cooperage commencing at the southern end early in September, so that the necessary gardens etc. may be laid out.

The exact area of the Cooperage is shown on the blue print\* which you kindly sent me, and embraces the whole of the Cooperage, except the area north of the red line at the Band Stand end.

I am aware that the Cooperage has been granted to the Western India Football Association till the end of September, and I am prepared to guarantee that no fencing put up will in any way interfere with the public having free access to the football ground up to the end of the Football season.

I would further ask that I may be allowed to make arrangements with the Western India Football Association with regard to the stand which is now in site. Probably I shall require half the stand, but details I will arrange with the Football Association.

As soon as the Football Association have vacated the Office on the Cooperage, I should like permission to occupy the same, and I should be glad to know whether from the Improvement Trust's point of view, there is any objection to my using the corrugated iron fence which will be erected around the ground for advertisement purposes.

I will guarantee that the whole of the fencing is removed, and all holes filled in before the 28th February, and the ground will be handed back to you in a proper condition.

Trusting that I may have an early reply to this.”

\* Not printed.

## (b) Estate Agent's No. 10313 of 29th July 1926 :—

2. This is an application from Major General Sir Réginal Ford, requesting permission to occupy and use the Cooperage from 1st September 1927 to 28th February 1928, for the purposes of a Fete to be held in aid of Nursing Associations and Hospitals, under the patronage of H. E. The Governor of Bombay. The Fete is intended to be somewhat on the same lines as that run for the Red Cross in 1922.
3. It is proposed to utilise the whole of the Cooperage except the portion to the North of the yellow line marked A, B on the accompanying plan\*.
4. A major portion of the land required in connection with the Fete is at present being used by the Western India Football Association as a playing field, for which the Trust have granted the necessary permission upto 31st October 1927, when the Football Season ends.
5. The said Association have at their expense put up a temporary Stand for which they are paying the Trust a rent of annas 6 per 100 sq. yards per day for the land occupied by the Stand. They are also paying a rent of Re. 1-8-0 per day for the use of the Hut (dressing rooms) which belongs to the Trust.
6. It is proposed to start the work of fencing, laying out gardens etc. from the Southern end of the Cooperage from 1st September next and it is guaranteed that this work will not in any way interfere with the public having free access to the Football ground upto the end of the Football Season.
7. It is also guaranteed that the whole of the fencing will be removed and all holes filled in before the 28th February 1928 and that the ground will be handed back in a proper condition. In this connection it might be considered desirable to ask for a deposit of say Rs. 1,000.
8. As regards permission to use, for advertisement purposes, the corrugated iron fence which will be erected around the ground, the undersigned is of opinion that as a special case the permission applied for may be granted.
9. Having regard to the purpose for which the Fete is to be held, there is no objection to put the Committee for the Fete in possession of the Cooperage and the Hut free of charge from 1st September 1927 to 28th February 1928, on the following conditions :—
- (1) That the land be handed back clean and in good condition and with all holes filled in before 28th February 1928 and that a deposit of Rs. 1,000 be paid which will be returned when the ground is handed back.
  - (2) That the Committee for the Fete should make their own arrangements with the Football Association for the use of the temporary Stand after the Football Season is over.
  - (3) That the work of fencing and laying out garden etc., should be started from the Southern end and in such a way as not to interfere with the Football Season which ends on 31st October 1927.
  - (4) That as a special case the Trust will not object to the use, for advertisement purposes, of the corrugated iron fence which will be erected around the ground.
  - (5) That a plan of the proposed lay-out and buildings should be submitted for sanction."

## (c) Chief Officer's note, dated 29th July 1927 :—

"I concur with the Estate Agent's recommendations.

2. In the case of the Red Cross Fete, about half the Cooperage was occupied for 4 months. The proposed Fete will be on a larger scale, and therefore a larger portion of the Cooperage is required for a period of 6 months, but the ground will not be shut off to the public for the whole of this period.

\*Not printed.

The promenade end to a width of 160 ft. will not be occupied.

3. In the case of the Red Cross Fete, the Board allowed the use of the caretaker's hut free of rent, and it is suggested that the same concession should be given in the present case, and that no ground rent should be charged for the land covered by the Stand, while in the occupation of the Fete Committee."

Proposed by the Chairman:—

'That the portion of the Cooperage required for the purposes of the Fete be handed over to the Committee for the Fete free of rent from 1st September 1927 to 28th February 1928 subject to the conditions mentioned in para 9 of the Estate Agent's No. 10313 dated 29th July 1927 and that no rent will be charged for the caretaker's hut and no ground rent will be charged for the land covered by the temporary foot-ball stand, while in the occupation of the Fete Committee.'

At the suggestion of Mr. Tairsee the following was added to the Resolution:—

'2. The Committee be charged a rent of Re. 1/-per month.'

**Resolution 453.**—The portion of the Cooperage required for the purposes of the Fete should be handed over to the Committee for the Fete at a nominal rent of Re. 1 per month from 1st September 1927 to 28th February 1928 subject to the conditions mentioned in para 9 of the Estate Agent's No. 10313 dated 29th July 1927 and that no rent will be charged for the caretaker's hut and no ground rent will be charged for the land covered by the temporary foot-ball stand, while in the occupation of the Fete Committee.

7. Re: Foras Road—Temporary occupation of land at—Opposite Municipal Workshops.

Considered the following:—

(a) Estate Agent's No. 10096 of 26th July 1927:—

"I have the honour to state that the semi-permanent sheds on the above land having been removed by the Engineer's Department, attempts were made to invite offers for the temporary leasing of the land laid out into 7 plots, as shown on the accompanying plan\* No. 129 of 25th July 1927, for this purpose, notice boards were put up on the site, inviting applications for a temporary occupation, with the result that three offers were received.

2. One of the offers received was for three plots only viz., Nos. 2, 3 and 4 at a monthly rent of annas four, five and six per sq. yard respectively. Having regard to the prominent situation of these plots, one of which No. 3 being corner plot, the offer was considered low and therefore rejected.

3. The other two offers were for all the 7 plots admeasuring in all about 1,214 sq. yards; one from Messrs. Boman, Khudabux and Merwan Ashpandiar at an all over rental of annas 5 per square yard per mensem and the other from Mr. Muncherji Byramji at a total monthly rent of Rs. 380 which is equivalent to a monthly rent of annas 5 per square yard.

4. Both the parties having made the same offer, they were called in this office and the whole of the land forming the 7 plots was put up to competition between them. Mr. Muncherji Byramji however backed out when he was given to understand that none of the shops to be erected on the land to be leased would be allowed to be used as liquor or toddy shops.

\* Not printed.

5. The rent of annas 5 per square yard per month offered by Messrs. Boman Khudabux and Merwan Ashpandiar gives to the land a rate of Rs. 62-8-0 per sq. yard on 6 per cent basis, which compares favourably with the rate of Rs. 54 per sq. yard on the basis of which plots on the opposite (west) side of 40 feet road, varying from about 135 to 173 square yards, have been let for temporary occupation.

6. In the circumstances the offer of Messrs. Boman Khudabux and Merwan Ashpandiar to take up all the 7 plots at a monthly rental of annas 5 per sq. yard is fair and reasonable and the acceptance is therefore recommended. The conditions on which the offer is based are normal."

(b) Chief Officer's note dated 29th July 1927 :—

"The letting is for 3 years, and the rate of Rs. 62-8-0 per sq. yard for this large plot is a good one."

**Resolution 454.**—The offer by Messrs. Boman Khodabux and Merwan Aspandiar is accepted.

8. Re : Establishment—Estates & Valuation Department—Mr. K. P. Mehta, a junior clerk, (on leave)—withdrawal of 90% Provident Fund money by.

Considered Chief Officer's note dated 28th July 1927 :—

"Mr. K. P. Mehta, a junior clerk on the Estate Agent's permanent establishment has applied for the withdrawal upto 90% of the amount standing to his credit in the Trust Provident Fund.

The applicant who has been granted combined leave of absence for 5 months and 23 days from 4th March 1927 will retire on 27th August 1927 on which date he will attain the age of 55 years.

Mr. Mehta joined service in 1903 on the Land Manager's Temporary Establishment and was brought on the permanent schedule on 1st September 1919 from which date he was allowed under the rules to join the Trust Provident Fund.

Rule 8 of the Provident Fund Rules directs that subscribers shall serve 15 years in order to entitle them to receive their shares of the Trustees' contribution. Mr. Mehta has not put up in 15 years' service on the permanent establishment; but there is no rule excluding service on a temporary post from the 15 years' service prescribed by the said rule 8 of the Provident Fund Rules. The prescribed period need not in fact necessarily be on the permanent Establishment since similar service in a temporary post counts for pension in Government.

In these circumstances, it is recommended that the applicant's share of Trustees' contribution with interest be paid to him and that his request for the withdrawal of 90% of the money at his credit sanctioned."

**Resolution 455.**—Mr. Mehta should be granted the Trustees' contribution and he should now be allowed to draw 90% of the Provident Fund money including the Trustees' contribution.

9. Re : Love Lane Chawls—Electric lighting arrangement at.

( Ref. C. R. 409 of 13th July 1927. )

Considered Engineer's No. 7600 of 29th July 1927 :—

" With reference to Improvements Committee's Resolution No. 409 of 13th July 1927, I have the honour to inform you that Tenders were invited for providing the 70 lights from 13 firms as per accompanying list B, out of which 6 firms furnished quotations which are tabulated in comparative statement A, dated 28th July 1927.

2. It will be seen from the statement that the estimates vary through a large range, Messrs. Oslers, a well known firm, quoting Rs. 38, whereas Messrs. Patel and Co. quote Rs. 24 only, the office estimate of Rs. 35 being based on similar work carried out in the past.

3. Messrs. P. Patel and Co. had worked for the Trust for providing electric lights to the Trust Pumping Station at Matunga and had given entire satisfaction to this Department and as their tender is also lowest I recommend acceptance of the same.

4. Six tenders\* in original accompany which may please be returned with the Committee's decision."

Comparative Statement A, dated 28th July 1927 of the quotations received for providing Electric lights to the Staff cases and Washing places of Love Lane Chawls.

Name of Firm.	Rate per point.	Total amount for 70 points.	Remarks.
	Rs.	Rs.	
(1) F. & C. Osler, Ltd. ...	38	2,660	Do not provide separate distribution fuse boards which they do not think necessary for the small load to be dealt with, and say that these are not required by rules.  Do not guarantee the lamps, as they are liable to breakage by tenants.
(2) The Trinity Electric Syndicate.	35	2,450	No remarks.
(3) Marine Electrical Engineering Works.	25	1,750	JOB Do.
(4) Turner, Hoare & Co., Ltd.	24/8(a)	1,715	(a) for metal sheathed cable run directly on walls.
	30/8(b)	2,135	(b) for metal sheathed cable run on teak-wood fillets.  They remark that the present rules insist that plain lead covered wires be run on teak wood fillets for new buildings.  Estimate that they would be able to complete the work in 3 weeks' time from date of receipt of order.
(5) Eastern Electric and Trading Co.	25	1,750	No remarks.
(6) P. Patel & Co. ...	24	1,680	Agree to maintain the installation free of charge for a period of 6 months. They have provided electric lighting arrangement of the Trust pumping station at Matunga to the entire satisfaction of this Department.

Resolution 456.—The tender of Messrs. P. Patel & Co. is accepted.

10. Re: Statement showing outstanding references before Sub-Committees.

**Statement A.**

Showing the Resolutions passed by the Committee asking for reports from the Chief Officer.  
(Vide Committee's Resolution No. 197, dated 5th April 1927.)

Committee's Resolution No. and date.	Subject.
126, dated 10th Aug. 1926.	<p>(a) The Chief Officer be requested to report the total expenditure per mensem incurred by the Bombay Improvement Trust in maintaining the Tribunal of Appeal.</p> <p>(b) How many cases have been disposed of by the Tribunal since the transfer and how many are pending?</p> <p>(c) How often does the Tribunal meet in a week and on what days and for how many hours?</p> <p>(d) What is the average payment per working hour to the President of the Tribunal and what is the expenditure per case since the transfer?</p> <p>(e) Whether it would be more economical without adversely affecting the efficiency to pay fees per every working hour to the President and whether the Improvements Committee through the Board should make such recommendation to the Government.</p>
175, dated 2nd Sept. 1926.	<p>That the Chief Officer be requested to furnish the following information with regard to the western portion of Parel Road from Lalbag to Parel:—</p> <ol style="list-style-type: none"> <li>(1) The date on which this road was asphalted.</li> <li>(2) The cost incurred in making the road.</li> <li>(3) The present condition of the road and its causes.</li> <li>(4) The estimated cost of repairing the road.</li> <li>(5) Whether this road has been handed over to the Municipality, and</li> <li>(6) If not, the reasons for not transferring it yet.</li> </ol>
217, dated 28th Sept. 1926.	<p>That the attention of the Chief Officer be invited to the advertisement, dated the 10th September 1926, appearing in the local newspapers inviting applications for the post of the Trust Engineer and he be requested to report at an early date:—</p> <ol style="list-style-type: none"> <li>(1) What are the reasons for the delay of 4 months in issuing the advertisement when the Board's Resolution on the subject was passed on the 17th May 1926.</li> <li>(2) Why the terms have not been placed before the Committee for their approval.</li> </ol>



Committee's Resolution No. and date.	Subject.
296, dated 7th Dec. 1926.	<p>(3) Whether he and the Municipal Commissioner have come to any arrangement for the reorganization of the Municipal and Trust Engineering Departments as required by Corporation Resolution No. 1813, dated 12th May 1926.</p> <p>(4) Whether in view of the curtailment of the activities of the Trust such a highly salaried post is necessary, especially as the post of the Municipal Executive Engineer carries a salary of Rs. 1,200—2,000 only, and</p> <p>(5) Whether it would not be advisable to abolish the post or to reduce the salary thereof.</p>
200, dated 12th April 1927.	Gratuity to staff—to furnish concrete cases comparing the benefits which would accrue to the staff under Trust rules and the Municipal rules respectively.
200, dated 12th April 1927.	Scheme 56, Dharavi (southern portion of) proposed development of a portion as sites for milch cattle stables.
358, dated 15th June 1927.	Scheme 32, Agripada—nuisance by Pathans on foot paths and on vacant land in Souter Street (encroachment between plot 15, East Agripada and Case 67). (Reference C. R. 185, dated 16th September 1926.)
415, dated 13th July 1927.	<p>Establishment—Notice of motion by Mr. Hoosenally M. Rahimtoola—</p> <p>That the Chief Officer be requested to prepare a list showing the names of officers and servants of the Trust on the lines of the Bombay Municipal list."</p>
430, dated 20th July 1927.	<p>Budget—Notice of motion by Mr. Hoosenally M. Rahimtoola—</p> <p>That the Chief Officer be requested to report at an early date through the Finance and Establishment Sub-Committee whether it would not be advisable to adopt the form of Municipal budget for the Trust budget to be prepared for the next year and if so to submit a draft form for the approval of the Committee.</p>

**Statement B.**

Showing the outstanding references before the Sub-Committees.  
( *Vide* Committee's Resolution No. 197, dated 5th April 1927. )

Committee's Resolution No. and date.	Subject.	Referred to.
89, dated 13th July 1926.	Adoption of the Municipal rules and regulations as regards pay, leave, gratuity and provident fund to the Improvement Trust staff.	Finance and Establishment Sub-Committee.
259, dated 2nd Nov. 1926.	Amalgamation of the Trust with Corporation.	Do.
86, dated 8th Feb. 1927.	Regarding payment of salary to the clerical and inferior staff according to the scale in vogue in the Municipal Corporation.	Do.
95, dated 22nd Feb. 1927.	Mr. Tairsee's notice of motion regarding insurance of Trust properties.	Do.
301, dated 14th Dec. 1926.	Insurance of Trust properties—Further report called for from the Chief Officer on the suggestion of Mr. Wadia to start a fund for the purpose <i>vide</i> Finance and Establishment Sub-Committee's Resolution 7, dated 7th February 1927.	Do.
173, dated 29th Mar. 1927.	Stores in Stock Account—Regularising of short postings made by the Engineering staff on the works.	Do.
216, dated 12th April 1927.	Cost of Management and Establishment— Note by the Examiner, Outside Audit.  Notices of motions by Dr. Viegas:—  That the Board are of opinion that the following points should be borne in mind in effecting retrenchment :—	Do.
234, dated 19th April 1927.	(1) That the Engineer's Office should be transferred from Matunga to the Head Office.	Do.
236, dated " " "	(2) That the Drawing Sections under the Engineer and the Amalgamated Departments of Land Manager and Estate Agent should be amalgamated.	Do.
151, dated 19th Aug. 1926.	Notice of motion by Mr. Rajaram K. Vaidya regarding the abandonment of the Worli-Koliwada Scheme.	Improvements Sub-Committee.
156, dated " " "	Notice of motion by Dr. E. Moses regarding improvement of Kamatipura District.	Do.
153, dated " " "	Notice of motion by Mr. B. B. Palwanker regarding the construction of two or three room tenements or cottage system blocks for the use of lower-middle classes.	Works Sub-Committee.
51, dated 25th Jan. 1927.	Proposed exchange of land with the Acworth Leper Asylum.	Special Sub-Committee.

Committee's Resolution No. and date.	Subject.	Referred to.
105, dated 20th July 1926. 155, dated 19th Aug. 1926. 158, dated " " "	} Notices of motions by Messrs. Dumasia, Meyer Nissim and Hoosenally M. Rahimtoola, regarding Dharavi Scheme.	Special Sub-Committee.
265, dated 2nd Nov. 1926.	Notice of motion by Dr. S. S. Batliwala that, in view of the petition from the residents of Dadar Parsee Colony, the layout of the circle at the junction of Kingsway and the road leading to the Dadar Overbridge should not be proceeded with.	Do.
252, dated 4th May 1927.	Establishment—Bringing the post of Chief Officer on to the Schedule of Establishment.	Finance and Establishment Sub-Committee.
257, dated " " "	Dharavi Scheme—Letter from the President of the Dharavi Kolis' meeting complaining against the budget provision in 1927-28 for the acquisition of properties in.	Special Sub-Committee appointed under Committee's Resolution No. 105, dated 20th July 1926.
258, dated " " "	Worli Koliwada Scheme—Letter from Pedro Pawshaw Patil and other Patils of Worli Koliwada complaining against the provision made in the Trust budget estimate for 1927-28 for the acquisition of properties in.	Improvements Sub-Committee.
259, dated " " "	Provident Fund Rules—Notice of motion by Mr. Hoosenally M. Rahimtoola regarding the rate at which Provident Fund moneys should be remitted to England.	Finance and Establishment Sub-Committee.
295, dated " " "	Establishment—Engineer's Department—Proposal for reducing the staff due to curtailment of Trust programme of works.	Do.
326, dated 31st May 1927.	Sewri Quarry—Profit and Loss account on the working of the quarry for the year 1925-26.	Works Sub-Committee.
377, dated 21st June 1927.	Establishment—Estates and Valuation Department—Laxman Ragho, Hamal—Application for some contribution from Trust's funds. (The Sub-Committee's report is to be considered by the Committee).	Finance and Establishment Sub-Committee.
379, dated " " "	Notice of motion, dated 14th June 1927, by Mr. L. R. Tairsee that the present "War Allowances"—a term now a misnomer—paid to Trust staff be merged in the salaries.	Do.
391, dated 5th July 1927.	Love Lane Chawls—the question of lighting passages and other places in.	Land Sub-Committee.
395, dated 7th July 1927.	Percentage of cost of collection on amounts collectable and actually collected during the last 10 years.	Finance and Establishment Sub-Committee.
399, dated " " "	Septic tanks and filter beds at Dadar-Matunga—further report.	Works Sub-Committee.
401, dated " " "	Write off of irrecoverable rents—Audit objection by Examiner, Outside Audit.	Finance & Establishment Sub-Committee.

Committee's Resolution No. and date.	Subject.	Referred to.
414, dated 13th July 1927.	Establishment—Engineer's Department—Notice of motion by Mr. Hoosenally M. Rahimtoola—That the grade of the Trust Architect be revised from Rs. 1,200-50-1,500 to Rs. 650-50-800-50-1,200 and the Establishment Schedule varied accordingly.	Finance and Establishment Sub-Committee.
428, dated 20th July 1927.	Suparibaug Chawls—Complaint by A. G. Louzado against defective drainage and application for provision of electric lights in.	Land Sub-Committee.
442, dated 27th July 1927.	Dadar-Matunga Estate—Plots Nos. 782 to 785—Lease to Trustees of the Parsi Panchayet Funds and properties regarding the lifting of the covenant restricting the rent to be charged by the Panchayet (One of the Trustees of the Parsi Panchayet Funds and Properties to be invited to attend the meeting of the Sub-Committee.	Do.

**Resolution 457.—Recorded.**

**11.** The following documents were executed :—

(1) *Debentures of the Loan of 1902—*

(i) One debenture for Rs. 500 in favour of Mr. Sumantrao Anandrao Wajker and another in lieu of one cancelled.

(ii) Five debentures for Rs. 5,000 in favour of Messrs. Gopinath Pillaji and others in lieu of five cancelled.

(2) *Agreement by Mr. Rukhad Premji re : right of cultivation in Cases Nos. 678, 678A etc. Scheme 57.*

**12.** The following papers were laid on the table :—

1. Purchase Orders sanctioned by Chief Officer under Section 22(1) of the Act.
2. Work Orders                      do.                                      do.
3. Temporary lettings              do.                                      do.

# Bombay Improvement Trust.

ESPLANADE ROAD,

Bombay, 9th August 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 4-10 P.M. (S.T.) there were—

PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman.*
  2. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., M.L.C.
  3. DR. ACCACIO G. VIEGAS, L.M. & S.
  4. MR L. R. TAIRSEE.
  5. MR. S. L. SILAM, B.A., LL.B.
  - ~~6. MR. D. G. HORNIMAN.~~
  7. MR. NAOROJI M. DUMASIA.
  8. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
  9. MR. HOOSENALLY M. RAHIMTOOLA, B.A., M.L.C.
  10. SIR REGINALD SPENCE, KT.
  11. MR. S. B. BILLIMORIA, M.B.E.
  12. MR. R. D. BELL, C.I.E., I.C.S.
  13. MR. W. H. NEILSON, O.B.E.
  14. MR. G. A. THOMAS, C.I.E., I.C.S.
  15. MR. GANPAT KRISHNAJI BORADE.
- AND MR. H. F. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER,  
MR. J. T. BURGE, F.S.I., AG. CHIEF OFFICER AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meeting held on 2nd August 1927 were signed.

1.

Re : Sale of two one-ton lorries.

Considered Engineer's No. 7856, dated 5th August 1927:—

"I have the honour to inform you that I have had an application, dated 29th July 1927, from Messrs. Jairam Bapuji, Khatav Building, 2nd Floor, Room No. 29, opposite Portuguese Church, Girgaon, Bombay, for the purchase of two 1-ton motor lorries Nos. 2330 and 2332 at present stored at Dharavi. The price offered for both the lorries together is Rs. 650 by a subsequent offer received to-day.

This I consider fair and reasonable and request your permission to complete the sale as these lorries are no longer required by the Trust.

**Resolution 458.**—The offer of Rs. 650/- is accepted.

2. Re: Plot No. 292—Dadar—Matunga Estate—Application for a building lease of.

Considered Estate Agent's No. 10540, dated 2nd August 1927:—

"Herewith I have the honour to forward an application for a 999 years' building lease of the above plot by Mr. Ramji Latha at a ground rent calculated at 6% on Rs. 25/- per sq. yd.

2. The area of the plot being 1434 sq. yds., the ground rent will amount to Rs. 2,152.
3. The user of the building will be for shops, offices, godowns and residential purposes.
4. The conditions on which the application is based are normal and acceptance is recommended."

**Resolution 459.**—The application is accepted.

3. Re: Scheme 57—Case No. 415—Right of tapping trees in.

Considered Estate Agent's No. 10682, dated 4th August 1927:—

"I have the honour to state that an offer of Rs. 3,000 has been received from Bai Jerbai Dossabhoy Toddywalla for the right of tapping 200 date trees standing on the land in the above case, for the year ending 31st July 1928 at the rate of Rs. 15/-per tree.

2. The rate offered is considerably higher than that of Rs. 10/-per tree realised at the auction held on 12th July last for the tapping right of different groups of trees in this Scheme.
3. The applicant has also agreed to pay Rs. 400 per annum as ground rent exclusive of Municipal Taxes, for the temporary occupation of about 178 square yards of vacant land. This rent works out to double the rate at which similar lands in this locality are let.
4. The applicant has been in the enjoyment of the right of tapping the said trees including the use of the vacant land aforesaid, ever since the property was acquired by the Trust on 13th November 1922.

5. The offer of Rs. 3,400 submitted by the applicant for the trees and the vacant land is fair and therefore recommended for your approval and sanction of the Improvements Committee.

6. A deposit of Rs. 3,400 has already been paid by the applicant."

**Resolution 460.**—The offer of Rs. 3,400/- is accepted.

4. Re: Improvement Trust Transfer Act 1925—References to the High Court.

Considered the following:—

(a) Government Resolution, General Department, No. 512 of 27th June 1927:—

"Letter from the Solicitor to Government No. 781, dated the 19th April 1927:—

"I have the honour to refer to Government Resolution\* No. 512, dated 6th April 1926, under which Government were pleased to direct that the Land Acquisition Officer should send to the High Court References filed in respect of Improvement Trust Cases after the above Act came into force. It appears that the effect of this direction will be that these References in which Government is a party shall by such procedure not be conducted by the Law Officers of Government. I do not think that this was the intention of Government and, therefore, I am drawing attention to the matter.

2. The scheme of the Land Acquisition Act is that land is always nominally acquired by the Local Government and where there is a Reference from the Land Acquisition Officer's Award the reference is always filed as against Government. Under the procedure of the Land Acquisition Act, 1894, Government of Bombay is a party to the Reference to the High Court and on such appeal against the Land Acquisition Officer's Award I submit that not only is the Land Acquisition Officer entitled to the services

\*Printed below.

of the Law Officers of Government but that he as the Agent and the Officer of Government cannot be represented by any other legal advisers. Apart from this it appears to me that there will be other difficulties as I do not see how the Land Acquisition Officer will arrange for the appearance of Government at the hearing in the High Court. Government is always in the position of the Defendant in the High Court Reference and the Local Authority are under Section 50 (2) of the Act given the option of appearing.

3. The position under the Act is that it is always Government who acquire the land whether it is for Government purposes or for a local authority or for a Railway or for a Company. I think that this is a position which Government have always jealously maintained (*vide* Manual of Land Acquisition, paragraph 293 *et seq.*). Having acquired the land from the private owner, Government, where the acquisition is for other than Government purposes, then hands the land over through its Officer, the Land Acquisition Officer, to the local authority or other body upon payment of the compensation paid to the owners *plus* the costs of the acquisition which include the salary and Establishment of the Land Acquisition Officer (*vide* section 41 of the Act).

4. This question of whether the Solicitor to Government should conduct the References under the Land Acquisition Act, 1894, in which the Municipality were concerned was raised by the Municipality in 1890. It was then suggested by the Municipal Commissioner that the Municipal Solicitors should conduct the proceedings both before the Collector and in the High Court. Under Government Resolution in the Revenue Department No. 6575, dated 18th September 1890, Government ruled that Government could not consent to the suggestion made by the Municipal Commissioner that the Solicitors to the Municipality and not the Solicitor to Government should represent Government and conduct the case. That Resolution was issued after taking the opinion of the Advocate General No. 77, dated 8th September 1890 and I beg to refer to that opinion and also especially to the memorandum of the Solicitor to Government referred to in the resolution. The views stated by the then Solicitor to Government 37 years ago are equally applicable at the present time. In all Municipal Cases the References are and always have been conducted by the Law Officers of Government. As Mr. Little said in 1890 that this had been the practice for 21 years past that practice is now half a century old. The Municipality are still always asked in every Reference (there have been many such References in recent years) whether they desire to be separately represented. Since advantage of this offer is never taken I think it may be concluded that the Municipality do not consider that their interests are prejudiced. The Improvement Trust is now amalgamated with the Municipality and I submit that there should be no difference in the procedure in the High Court References.

5. I would next refer to Government Resolution No. 6503, dated 22nd September 1891. The Municipal Commissioner does not seem to have been satisfied with the Government Orders under No. 6575, dated 18th September 1890, above referred to and the matter was further considered by Government but Government adhered to their former ruling that the References should be conducted by the Solicitor to Government. I would explain to Government that where the land is being acquired in Bombay for the Bombay Municipality or for the Improvement Trust or by any Company or other body such as a Railway, it is not the practice for the Solicitor to Government to appear before the Land Acquisition Officer but the body on whose behalf the land is being acquired is given every opportunity by the Land Acquisition Officer by allowing the representative of the acquiring body to appear before him on the consideration of the compensation which should be paid for the land under acquisition. The Land Acquisition Officer then publishes his award. If the Claimants that is to say the owners of the land which is being acquired do not accept the Land Acquisition Officer's Award they are entitled under the provisions of section 18 of the Land Acquisition Act to call upon the Land Acquisition Officer to refer the matter to the High Court and the Land Acquisition Officer accordingly does so. Up to the present it has been the practice for all such References to be made through my Office. The Land Acquisition Officer submits through me a letter addressed to the Chief Justice and Judges of the Bombay High Court setting out the particulars required by the Act. I then file such Reference on behalf of the Land Acquisition Officer and in the proceedings before the High Court I represent the Land Acquisition Officer and instruct the Advocate General to conduct the case and support the award made by the Land Acquisition Officer.

6. The Tribunal of Appeal was a Special Court set up by the Improvement Trust Act of 1898. Now that the Tribunal of Appeal has been abolished, the Improvement Trust References should be referred to the Bombay High Court in the same way as any other reference under the Land Acquisition Act referred through my office. I submit with all respect that it is not advisable that the Land Acquisition Officer should adopt a different procedure where the acquisition of land happens to be for the Improvement Trust, a body which is now amalgamated with the Bombay Municipality, nor would such a procedure be consistent.

7. In the case of the Tribunal of Appeal there was no objection to the Improvement Trust appearing for the Land Acquisition Officer. That was a Special Act and the decisions given by the Tribunal of Appeal were not reported and it was considered that they were not binding in other cases on Government. The Tribunal of Appeal has been held in several decisions not to be a Court (*vide* 27 Bombay 424). Now that such References are to be filed in the High Court, important decisions will be reported and they will be referred to in arguments in other References, and may be quoted against Government. In this respect it seems that the last paragraph of the Special Collector's letter No. 577, dated 7th March 1903, printed as an accompaniment to Government Resolution No. 6207, dated 26th November 1903, appears to have been overlooked.

8. The Directions given in Government Resolution\* No. 512, dated 6th April 1926, were issued without reference either to my office or to the Advocate General and I beg to submit with due deference that those orders should be reconsidered.

9. I may point out that if the Municipal or Trust Solicitors are to conduct the References of the Improvement Trust there will be no reason why my firm of Messrs. Little and Company should not appear on behalf of the Claimants and there is no reason why the Advocate General should not be instructed to appear on behalf of the Claimants that is to say against the Land Acquisition Officer. The Advocate General does not accept instructions to appear on the Original Side of the High Court on behalf of Government except through the Solicitor to Government. My firm as it is probably known to Government never take up cases against Government. I submit that the position will be anomalous if the Solicitor to Government with Mr. Kanga are in one reference appearing on behalf of the Government and supporting the award of the Land Acquisition Officer and in the next Reference we are appearing for the claimants against Government and the award of the Land Acquisition Officer.

10. There is also a further and very important point. If the Award of the Land Acquisition Officer is enhanced by the High Court the Improvement Trust being the local Authority have no right to appeal against the decision of the Court of first instance to the Court of Appeal. It is only Government or the Claimant that have the right to prefer an appeal, to the Court of Appeal or further to the Privy Council (4 Indian Cases 332 or 13 C. W. N. 116). This latter case is also an authority to show that the Corporation for whose benefit the land is acquired is not a necessary party to the proceedings but that Government is. As the judgment is not a long one I enclose a copy.

11. I, therefore, submit that Government is a necessary party to all References and that such References should be filed by the Land Acquisition Officer through the Solicitor to Government and should be conducted by the Law Officers of Government.'

Opinion of the Remembrancer of Legal Affairs, No. 1954, dated the 8th June 1927:—

'The question for consideration is whether the law officers of Government are entitled to conduct these cases in the High Court or the Solicitors of the Trust. There is no provision in the Improvement Trust Act of 1925 on this point. Under section 63 however certain provisions of the Land Acquisition Act, 1894, apply to acquisition under the Improvement Trust Act with or without some modifications as therein mentioned. Section 63 (4) says that in the construction of section 50 (2) of the Land Acquisition Act, the Board shall be deemed to be the local authority or company concerned. It follows therefore that the Board cannot, under the said section 50 (2), claim any other right than that of appearing for the purpose of adducing evidence only. All acquisition under the Act is made by Government no matter what the authority may be for whose benefit land may be acquired. In I, L, R.

\* Printed below.



30, C. 36, it has been held that when a reference is made to a civil court the claimant is to be regarded as the plaintiff and the Government as defendant. Instructions have accordingly been issued by different local Governments and also by the Bombay Government that the Collector should arrange for the defence of the award as if it were a suit against Government (paragraph 295 of Mr. Anderson's Land Acquisition Manual). The local body concerned is only called on to assist in the defence but beyond that it has no power either to demand a reference to the court or to make an appeal against the court's award except through the Secretary of State. As held in 4 Indian Cases 332, a company or corporation for whose benefit any land may be acquired by the Collector is not a necessary party in the proceeding and as the Secretary of State is directly interested in the ascertainment of the amount of compensation no proceedings upon a reference can be valid in his absence. Government Resolution (Revenue Department) No. 6503 of 1891 referred to in paragraph 293-A of the Land Acquisition Manual lays down a general rule that in proceedings before the Court there is no advantage in Municipal Solicitors attending to uphold the award in preference to the Government Solicitor though the latter may confer with the former when the Municipality is interested. If therefore any special procedure was allowed by Government Resolution, General Department, No. 6207 of 26th November 1903, as regards the conduct of cases before the Tribunal of Appeal (which is not a civil court), that cannot be taken as a precedent for allowing the Improvement Trust Solicitors to conduct the References in the High Court in violation of the usual practice obtaining in all other cases. The Government Solicitor has given full reasons for his contention that these References should only be conducted by the law officers of Government and it is immaterial whether the Land Acquisition Officer sends the cases to the High Court direct or through the Government Solicitor if they are finally to be defended by the Advocate General or some Government counsel instructed by the Government Solicitor. Perhaps there is every advantage if the References go through him so that he may take necessary steps for their defence in proper time. It is necessary that the orders should be modified to make it clear that the References in the High Court should be conducted by the law officers of Government only.'

Memorandum from the Solicitor to Government, No. 1188, dated the 17th June 1927 :—

'I understand that it has been the invariable practice hitherto in the case of References made to the High Court under the Land Acquisition Act (apart from the recent references made to the Court since Government Resolution No. 512, dated 6th April 1926, was issued) for Acquiring Officers to forward the References to the Solicitor to Government who then files these in Court and pays the necessary fees and also to the issue and service of the notices of hearing upon the parties concerned. Though there is no objection to the References being made direct to the Court by the Acquiring Officers, I think the existing practice should be continued as there appear to be several advantages in so doing as for example the Government Solicitor has an opportunity of satisfying himself that the References are in order and that they comply with the requirements of the Act, that the proper persons are made parties, and in cases where minors are concerned that they are properly represented, etc. The Solicitor to Government can also place himself immediately in communication with the body for which the land is acquired with the view to their assisting him, if they so desire, in supporting the Award. The Acquiring Officer would also probably find it more convenient to file the References through the Solicitor to Government, who has a clerk daily in attendance in the Court Offices to attend to the work of filing documents, payment of court fees, etc. I suggest therefore the practice in existence should be continued.

\* \* \* \* \*

'3. I beg to suggest also that orders may be issued with retrospective effect so that I may enter an appearance on behalf of Government in all the References in which the Improvement Trust are concerned which have been filed direct by the Land Acquisition Officer.'

**RESOLUTION.**—Government are pleased to direct that references filed in the High Court should be conducted by the law officers of Government only. They consider that having regard to the provisions of the Land Acquisition Act, it is more regular for the Land Acquisition Officer to transmit such references to the High Court through the Government Solicitor.

2. These orders should take effect retrospectively, *i.e.*, from the date on which the Improvement Trust Transfer Act, 1925, came into operation."

(b) Estate Agent's No. 10130 of 27th July 1927 :—

"With reference to the Government Resolution No. 512 G. D., dated the 27th June 1927, I have the honour to submit my observations thereon as under :—

2. Government by this Resolution direct that the Trust References filed in the High Court should be conducted by the Law Officers of Government *only*. The Trust were not consulted upon this Resolution which seems to have been solely inspired by the Government Solicitor who is the only person to derive benefit from it.

3. Before the above Resolution of 27th June 1927 was passed, the practice was settled by Government Resolution No. 512 of 6th April 1926 whereby, in modification necessitated by the passing of the Transfer Act, of the order conveyed in para 1 of the Government Resolution No. 6207 G. D., dated the 26th November 1903, Government directed the Land Acquisition Officer to send the References to the High Court *direct*. This method followed the previous practice in the Tribunal of Appeal, which obtained for nearly a quarter of a century and which had always worked most satisfactorily from the point of view of the Trust. The result of this present Resolution is to put the Trust back to the position in which it was before 1903, thereby rendering the Trust liable for a double set of costs, to the benefit only of the Government Solicitor.

4. In 1903 the then Chairman of the Bombay Improvement Trust, under his No. 145, dated the 16th January 1903, made a representation to Government against the Special Collectors submitting all References to the Tribunal through the Government Solicitor and pointed out that the result of that procedure was to saddle the Trust with heavy costs. He also pointed out that it was absolutely necessary that the Board's interests should be attended to, both in the Court of the Special Collectors and that of the Tribunal by their own Solicitors.

5. The Special Collectors in their remarks on the Trust's above representation, supported it as "exceedingly reasonable," and they considered that it was obvious that in proceedings before the Special Collectors or the Tribunal, the Trust must be represented by their own legal advisors, whether Government was directly represented or not. They had the fairness and candour to admit, without casting any reflection on the legal advisors of Government, that the Trust's Solicitors had more opportunities of being conversant in both the legal technical details connected with the valuation of land property in acquisition proceedings in Bombay than any other person, and that the Trust and the Trust alone had at their disposal an enormous mass of information which could be used to prevent an improper increase of the award. The Special Collectors further pointed out that the expert witnesses, likely to appear before the Tribunal, had been repeatedly cross-examined by the Trust Solicitors and the knowledge so acquired by them was exceedingly valuable. The Special Collectors also made it clear that to uphold the total amount of an award, the Trust Solicitors and their Counsel could very well attack any of the items and details of the Collectors' valuation forming the award, whereas it would not be possible for the Law Officers of Government to do so, in as much as it would be attacking their own Agent's figures. They further observed that Government, apart from their legal representatives arguing from a brief, were not concerned to have all the details of the Collector's valuations upheld, and in the circumstances, they thought, an increase was not unlikely.

6. Government taking all the above facts and circumstances into consideration were pleased to order that "having regard to Sections 18 and 19 of the Land Acquisition Act, it was *more regular* for the *Special Collectors* to transmit References direct to the Tribunal and not through the Government Solicitor vide G. R. No. 6207 G. D. of 26th November 1903. This happened in 1903. Since then the Trust have acquired properties in the City worth several crores of Rupees. They have been acquiring landed properties all over the Island to a very large and unprecedented extent. The Trust Solicitors have been all the while intimately concerned in thousands of Cases before the Acquiring Officers. Besides, they have

been hitherto in charge of all the References before the Tribunal and of all the Appeals in the High Court.

7. In the course of the last three decades or so, they have been conducting Cases, attending personally to all the matters connected therewith, appearing in Courts and cross-examining witnesses whose ways and methods are now known to them. They have studied and become conversant with the native accounts and the peculiar ways in which they are kept and have in every possible way gathered valuable information which is indeed unique. All these facts being within the personal knowledge of the Special Collectors, convinced them, as stated in para 5 hereinabove, that the Trust's legal advisors had more opportunities of becoming conversant, in both the legal and technical details connected with the valuation of landed property in acquisition proceedings in Bombay than any other person.

8. In connection with the Trust's acquisitions, their Solicitors have acquired considerable experience in matters of easements of light, air, support, rights of ways, drainage, etc. Besides this, their unique knowledge of the Municipal Act and By-Laws as also of the Board's Building Rules and Regulations has afforded material help in contesting acquisition Cases, and Cases of trade claims, good-will, loss of earnings and damages to other immoveable properties.

9. They have also in their possession very valuable opinions of eminent Counsel obtained by the Trust at heavy expense in numerous cases, besides their own advice given to the Trust during the last 30 years.

10. Can it be denied that, in view of the opportunities they have had and the special circumstances mentioned above, their experience is exceptional, and sui generis, and therefore a most valuable asset to the Trust? If in 1903, according to the then Chairman of the Board and the Government's own Resolution No. 6207 of 26th November 1903, it was absolutely necessary in the interest of the Trust to have their Cases attended to by the Trust Solicitors in all the Courts, is it not all the more necessary now for the Trust to be directly represented by them in the High Court and to avail themselves of their valuable experience? The Trust cannot for the sake of their own interests afford to leave them.

11. If then the services of the Trust Solicitors cannot be dispensed with and at the same time if the Trust are compelled by the present Resolution to have their References directly attended to by the Solicitor to Government, it is obvious that the Trust will have to pay, in addition to their own Solicitors' costs, the cost of Government Solicitor even if the award is upheld on appeal but if the award is upset the Trust will have to pay three sets of costs, viz :—

(1) those of the Solicitor to Government, (2) those of their own Solicitors and (3) those of the claimants.

12. If the Trust do not avail themselves of their Solicitors' services in the High Court References, although it is they who conduct their Cases before the Acquiring Officers, the Trust Officers will be obliged in giving instructions to the Solicitor to Government, to go over the whole ground again and to devote much more time than they would be called upon to give to their own Solicitors who, appearing in the lower Courts, knew all the details of the case and all that had transpired before the Acquiring Officers. This implies double work and greater expense all round.

13. If the Trust do not engage their Solicitors for High Court References, it is almost certain that their services would be availed of by shrewd claimants who could readily see their advantage in retaining them.

14. It should be remembered that the Trust are entitled to be represented in References under Section 50(2) of the Land Acquisition Act as applied by Section 63 of the Improvement Trust Transfer Act. It is therefore essential that the Trust should be represented by their own Solicitors as they have invariably been for the past 24 years. To do otherwise would not only mean duplicating work and costs, as the whole of the work will have been previously done by the Trust Solicitors before the Land Acquisition Officer but would

be most detrimental to the interest of the Trust. Moreover, if the Trust Solicitors are not employed by the Trust they would be entitled to appear for the claimants against the Trust, just as Government Solicitor's Firm of Messrs. Little & Co. has frequently appeared for the claimants in the Tribunal, where Government was just as much a party as it will be in the High Court References.

15. The Transfer Act makes no change so far as the principles are concerned with regard to References. The Government Solicitor never chose to appear for Government (as he had the right to do) before the Tribunal. The Act has simply changed the procedure and Government have no more interest in References now than they had whilst the Tribunal was in force. It is clear from the Statement of Objects and Reasons in the Bill to further amend the City of Bombay Improvement Trust Transfer Act which has been introduced and passed in the current Session of the Bombay Legislative Council, that References have to be made under the City of Bombay Improvement Trust Transfer Act, 1925, with certain Sections of the Land Acquisition Act 1894 incorporated therein, and not wholly and independently under the latter Act, under which all Acquisitions for the Municipality and other Public Bodies and Companies are effected. In fact it is expressly stated in the said Statement of Objects and Reasons that all References shall be dealt with by the High Court, as nearly as may be, in accordance with the provisions of the Improvement Trust Transfer Act 1925. By this Transfer Act, the Improvement Trust as a body has not been amalgamated with the Municipality nor has that Act levelled or removed all the distinctions and differences between the Land Acquisition Act and the original City of Improvement Trust Act. In view of these facts, the abolition of the Tribunal does not justify a departure from the special procedure of direct representation by the Trust, sanctioned by Government in November 1903; and so long as the Improvement Trust Act, as modified by the Transfer Act, survives, and properties continue to be acquired under that Act, and not independently under the Land Acquisition Act, the special procedure which Government in 1903 declared as 'more regular' in case of the Trust References, should not, in all fairness, be departed from, to the detriment of the Trust's vital interests, as regards economy and efficiency.

16. In the Government Manual of Instructions for guidance of Officers acquiring land it is provided :—

'IX(2). In any case whether the Reference relates to land acquired for a Local Authority or a Company, the Collector should at once give notice of it to such Local Authority or Company, calling on it to assist in the defence of the award under Section 50 of the Act, and should take all necessary steps for conducting the defence with its co-operation in accordance with Sub-rule (1), except that a report should be sent to the Remembrancer of Legal Affairs only in cases which are of serious importance owing to the amount involved or the likelihood of the Court's award forming a precedent detrimental to Government interests in the event of land having to be acquired subsequently for Government in the same neighbourhood.'

This seems to imply that Local Bodies acquiring the land should have the entire conduct of References except where Government consider it necessary to be specially represented. This is exactly the position as stated in the correspondence leading up to the Government resolution dated 26th November 1903, and it has been adopted for the last 24 years without any detriment to Government's interests.

17. The Advocate-General is retained for the Trust and will be briefed by the Trust Solicitors at the hearing of every Reference. If he is of opinion that Government should be separately represented, he can always report to Government and Government can then make the necessary arrangements.

18. It is virtually admitted that Government have no direct interest in acquisition Cases on behalf of Public Bodies except where 'Toka' is concerned (of which there have been a number recently). In these Cases however Government's interest is adverse to the Trust, in as much as the higher the value placed on the land the better for Government, for the price to be paid for redemption of the Toka rent depends on the value of the land.

19. Having regard to all the facts and circumstances mentioned above, it is suggested that Government be requested to reconsider and see their way to withdraw Resolution No. 512 of 27th June 1927 and to direct the Land Acquisition Officer to continue to act on Resolution No. 512 of 6th April 1926. This will not prevent Government from being separately represented in any Reference when they consider such a course desirable."

*Government Resolution, General Department, No. 512 of the 6th April 1926, referred to above :—*

"Letter from the Chairman, Bombay Improvement Trust, No. Mis. 185 of 1926, dated the 11th March 1926:—

' I have the honour to invite reference to Mr. Rebsch's letter No. 145 dated the 16th January 1903 and to Government Resolution No. 6207, dated the 26th November 1903, regarding the transmission of references by the Special Collectors direct to the Tribunal instead of through the Government Solicitor and to inform you that the procedure laid down by the Resolution has proved satisfactory and is still being followed.

2. When the Transfer Act comes into force the Land Acquisition Officer (as the Special Collector is now called) will no longer transmit references to the Tribunal as they will be dealt with by the High Court.

3. For the reasons set out in detail in Mr. Rebsch's letter I request that Government may be pleased to issue orders to the Land Acquisition Officer that references filed after the Transfer Act comes into force should be transmitted by him direct to the High Court.'

RESOLUTION:—In modification of the orders conveyed in paragraph 1 of Government Resolution No. 6207, dated the 26th November 1903, Government are pleased to direct that the Land Acquisition Officer should send to the High Court references filed after the Improvement Trust Transfer Act, 1925, comes into effect from the 31st March 1926."

Proposed by the Chairman—

"That the suggestion made in the last para of the Estate Agent's No. 10130 dated 27th July 1927 be approved and that the Government be requested to reconsider their decision."

*Amendment*—Proposed by Sir Vasantrao, seconded by Mr. Tairsee—

"That the matter be referred to the Land Sub-Committee for consideration and report.

The amendment on being put to the vote was declared *carried*. It was also carried as a substantive proposition, and it was generally agreed that Sir Vasantrao should be requested to attend the Sub-Committee and place his views before it.

**Resolution 461.**—The matter should be referred to the Land Sub-Committee for consideration and report and Sir Vasantrao Anandrao Dabholkar be requested to attend the Sub-Committee meeting and place his views before it.

5. Re : Gamdevi Estate—Plot No. 11—Extension to Motor Garage on.

Considered the following :—

(a) Trust Architect's No. 1964, dated 22nd July 1927 :—

"I have the honour to forward herewith plans\* received from the lessee's architects as per their letter dated 11th July 1927 showing the extension carried out to the existing garage.

\* Not printed.

The extension to the garage is necessary since the existing length of the same is not sufficient as is stated by the lessee in his letter dated 14th July 1927.

In the circumstances there is no objection to the necessary permission being granted to the Lessee subject to a premium being paid for the same together with the cost of the preparation etc. of the necessary License.

Sanctioned plans\* accompany for reference and favour of return when done with."

(b) Estate Agent's No 10516, dated 2nd August 1927:—

" \* \* \* \* \*

There is no objection to the permission applied for being granted on the conditions mentioned by the Trust Architect and subject to a premium of Rs. 150 being paid, as the proposed extension covers an area of 20 square feet."

**Resolution 462.**—The permission asked for should be granted on condition that the lessee pays a premium of Rs. 150 and the cost of preparation etc. of the necessary license.

6.

Re: Revision of the grade of the Trust Architect.

Considered Report No. 23, dated 2nd August 1927, of the Finance and Establishment Sub-Committee.

"With reference to C. R. No. 414, dated 13th July 1927, we beg to report that we have considered the question of reducing the grade of the Trust Architect from Rs. 1200-50-1500 to Rs. 650-50-800-50-1200. We consider that the maximum should be fixed at Rs. 1200 and therefore recommend the Improvements Committee to adopt the notice of motion by Mr. Hoosenally."

Proposed by the Chairman—

"That the Report No. 23, dated 2nd August 1927, of the Finance and Establishment Sub-Committee be approved and adopted and the Schedule of establishment amended accordingly."

*Amendment*—Proposed by Dr. Viegas—

"That the Committee is strongly of opinion that there is no need at all for the grading of the Architect's post in view of the pending amalgamation of the Trust with the Municipality."

The Chairman enquired who seconded the amendment.

Dr. Viegas observed that as the original proposition had not been seconded, his amendment did not require to be seconded.

Thereupon the Chairman stated with reference to Rule 5 of the Procedure Rules that ordinarily a proposition moved by the Chair did not require to be seconded as the discussion was informal but when an amendment was moved the discussion assumed a formal aspect and the amendment should be seconded. The Chairman, however, observed that he would take the sense of the Committee as to whether the matter should be discussed formally. As the Committee was in favour of discussing the question formally, the Chairman enquired who seconded the original proposition moved by him. It was seconded by the Hon'ble Sir Phiroze C. Sethna.

The amendment of Dr. Viegas dropped for want of a seconder, and the original proposition on being put to the vote was declared *'carried'*, Dr. Viegas alone dissenting.

**Resolution 463.**—The Report No. 23, dated 2nd August 1927, of the Finance and Establishment Sub-Committee is approved and adopted. The Schedule of establishment should be amended accordingly.

7.

Re : *Insurance of Trust Properties.*

Considered Report No. 24, dated 2nd August 1927, of the Finance and Establishment Sub-Committee :—

“With reference to Committee's Resolution No. 301, dated 14th December 1926, we beg to state that we do not consider it necessary to insure the Agripada & Nagpada Chawls. As regards the remaining properties viz. (1) The Administrative Offices at Fort, (2) the Head Office furniture, and (3) the premises on plot No. 106, Sandhurst Road East, we think that a fund should be built up by setting apart a sum annually, and for this purpose we consider that a sum of Rs. 5,000 should be put by every year, but we think that the Administrative Offices at Fort and the furniture should be insured as usual until a substantial fund is built up. We agree with the proposal made by the Chief Officer, that a sum of Rs. 3,300 per annum should be set apart in respect of the Administrative Offices and furniture by debit to cost of management and a sum of Rs. 1,700 per annum in respect of the premises on plot No. 106, Sandhurst Road East, by debit to General Account. Thus we shall have to set apart Rs. 3,300 every year in respect of the Administrative Office and furniture and also continue to insure these properties until a substantial fund is accumulated. The Sandhurst Road premises need not be insured but as stated above a sum of Rs. 1,700 should be laid by every year. In this year's Budget we have a provision of Rs. 375/- in respect of the insurance of the Sandhurst Road premises and the difference of Rs. (5000-375) 4,625 is proposed to be met from the Savings in the provision of Rs. 85 lakhs for Interest on Loans.

We shall report separately as regards the insurance of the Motor Lorries.”

**Resolution 464.**—The report No. 24, dated 2nd August 1927 of the Finance and Establishment Sub-Committee is approved and adopted and the Board should be recommended to sanction the transfer of a sum of Rs. 4,625 for the purpose from the provision of Rs. 85 lakhs for Interest on Loans.

8.

Re : *Board's Resolution No. 51, dated 13th April 1927, re : Guzri Bazar Market Rents charged to the Stall-holders of.*

Considered Chief Officer's note, dated 4th August 1927 :—

“With reference to para 2 of the Board's Resolution No. 51, dated 13th April 1927, reproduced in the margin, I beg to report as follows :—

2. The Chief Officer be requested to enquire whether it is a fact that the stall-holders of the Guzri Bazar Market are being charged higher rents than formerly by the Contractor and if so, that he be requested to do the needful in the matter and report the action taken to the Board.”

2. The Resolution refers to the Guzri Bazar Market which is situated on the west of Parek road and is comprised in Case No. 63 of Sheme No. 47.

3. Since the acquisition of the property this market has been let out every year to rent farming contractors by holding an auction. The contractor has to enter into an agreement with the Trust as soon as his offer is accepted by the Board. One of the conditions of the agreement for the last few years has been—

“That the contractor agrees not to charge rent payable by the vendors in the Market at rates higher than the following:—

	Rs. as. p.		Rs. as. p.
Mutton Stall	... 1 4 0	Dry Fish Stalls	... 0 1 6
Vegetable Stall	... 0 3 0	Chopping Blocks	... 0 0 6
Fish Stall	} ... 0 1 0		
Fish Basket			

4. Last year it was urged by some of the prospective bidders that owing to the insertion of this condition in the agreement the offers in the shape of monthly rents received for the market by the Trust, for all these years were lower than what they ought to have been if this condition was not embodied in the agreement. Accordingly the Land Manager decided to delete the above Clause from the usual agreement. The result was that for the current year at the auction held on 25-2-1927 the bids rose very high and ultimately after a great deal of keen competition the highest bid of Rs. 467 per month as rent was offered by one Mr. Sayyed Mukaram Peerzada, which has been accepted by the Improvements Committee under their Resolution No. 131 of 8-3-1927. Since then the Contractor has entered into an agreement which has been already executed.

5. The following table gives the bids received for this Market by the Trust for the last six years:—

Name of the highest bidder.	Highest bid offer.	Period.	Remarks.
	Rs.		
Syed Mukaram Peerzada	210	1922-23	} These bids were subject to fixed charges for stalls.
Ramjan Hiraji	375	1923-24	
Karimbhoy Lalbhoy	375	1924-25	
Do.	280	1925-26	
Syed Mukaram Peerzada	345	1926-27	} First-year in which the Clause is removed.
Do.	467	1927-28	

6. It will be seen from the table that the present offer of Rs. 467/- is much above the rent that the trust have upto now received for the Market.

7. This sudden rise in the current year's rent is entirely due to the deletion of the clause in the agreement referred to hereinabove.



8. Enquiries have been made in the Market by this office and it has been found that the present rent farming contractor is charging rents to the vendors at the rates given below :—

			Rs. as. p.		
Mutton Stalls	...	...	...	2 0 0	per day.
Vegetable „	...	„	...	0 8 0	„
Fish „	...	...	...	0 4 0	„
Dry Fish „	...	...	...	0 4 0	„

9. One of the mutton stall holders *viz.* Mr. Subhan Hiraji complained against the increased rents and none of other stall-holders made any complaint when the Dy. Estate Agent inspected the Market and made personal inquiry into their grievances. He was the last year's contractor's man and was present at the auction held on 25th February 1927. He feels a grievance, evidently against the present farmer.

10. In charging the rates given above, the contractor is quite justified and the Trust under the circumstances mentioned above cannot interfere in the matter.

11. It may here be stated that in the agreement for the Dongri Market which also belongs to the Trust there is no such clause which compels the contractor to charge rents from the vendors at rates described by the Trust. Hence in this case also it was not thought necessary to impose such a restriction as it considerably reduces the income to the Trust from the market.

12. The Board may therefore, it is suggested, be informed that upto 31st March 1928 the present contractor is entitled to charge any rent he likes to the vendors in the market under the terms of the agreement between him and the Trust and the Trust therefore cannot, as matters now stand, call upon the contractor to reduce the rents."

**Resolution 465.**—The Chief Officer's report should be recorded and a copy thereof be forwarded to the Board for information with reference to para 2 of their Resolution No. 51 dated 13th April 1927.

9. Re : Revenue derived by the Trust from the letting of the right of tapping date and palm trees for the year ended 31st July 1927.

Considered Chief Officer's note, dated 4th August 1927:—

"While the question of an auction sale of tapping palm trees was under consideration on the 27th July last, Sir Vasant Rao observed that if the Board's orders regarding the location of liquor and toddy shops on the Trust's estates were to be respected, the Trust should not try to derive any revenue from the letting of tapping trees. In this connection Mr. Horniman enquired what revenue the Trust obtained every year from this source. I told him that I could not give the information then but I would report the amount to the Committee later.

The total revenue from the letting of the right to tap toddy and date trees for the year ended the 31st July 1927 was Rs. 12,839."

**Resolution 466.**—The Chief Officer's report should be recorded.

**10.** The following documents were executed :—

(1) One debenture in favour of the Industrial and Prudential Assurance Company, Limited, of the loan of 1902 for Rs. 25,000 in lieu of one cancelled.

(2) *Lease and Counterpart to—*

(i) Mr. Nusserwanjee Pestonjee Whaddia, *re* : Plots Nos. 739 to 742, Dadar-Matunga Estate.

(ii) Mr. Bapuji Dorabji Dâruwalla, *re* : Plot No. 1, Parel Road North Estate.

(3) *License and Duplicate to* the Bombay Electric Supply and Tramways Company, Limited, for the erection of Aerial Mains on Dadar-Matunga Estate.

(4) *Application by* Mr. Ramji Ladha for building lease of plot No. 292, Dadar-Matunga Estate.

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**11.** The following papers were laid on the table :—

1. Purchase Orders sanctioned by Chief Officer under Sec. 22 (1) of the Act.
  2. Work Orders                      do                      do
  3. Temporary lettings              do                      do
  4. Sale of Materials                do                      do
  5. Estate Agent's No. 10371 of 30th July 1927, informing that in pursuance of Committee's Resolution 427 of 20th July 1927 re-entry was made on plots Nos. 100 & 149, Agripada West Estate.
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# Bombay Improvement Trust.

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ESPLANADE ROAD,

*Bombay, 16th August 1927.*

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 3-31 P.M. (B.T.) there were—

PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman.*
  2. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., M.L.C.
  3. DR. ACCACIO G. VIEGAS, L.M. & S.
  4. MR L. R. TAIRSEE.
  5. MR. S. L. SILAM, B.A., LL.B.
  6. MR. B. G. HORNIMAN.
  7. MR. NAOROJI M. DUMASIA.
  8. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
  9. MR. HOSENALLY M. RAHIMTOOLA, B.A., M.L.C.
  10. SIR REGINALD SPENCE, KT.
  11. MR. S. B. BILLIMORIA, M.B.E.
  12. MR. S. D. SAKLATVALA.
  13. MR. R. D. BELL, C.I.E., I.C.S.
  14. MR. W. H. NEILSON, O.B.E.
  15. MR. G. A. THOMAS, C.I.E., I.C.S.
  16. MR. GANPAT KRISHNAJI BORADE.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.
- MR. J. T. BURGE, F.S.I., AG. CHIEF OFFICER AND THE SECRETARY WERE ALSO PRESENT.
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Before the minutes of the meeting held on the 9th August 1927 were signed, Mr. Tairsee pointed out that Mr. Horniman came after the termination of the proceedings and his name should therefore be omitted from the proceedings. The Chairman agreed with Mr. Tairsee and removed Mr. Horniman's name from the proceedings.

At the outset a question was raised by Mr. Neilson as to why the meeting was called in accordance with Bombay Time, as the Board's Resolution in that connection was not an order but was only an expression of their opinion.

Sir Reginald Spence observed that so far as the members elected by the Government and the various commercial bodies were concerned the intimations of meetings etc. should be sent in accordance with the Standard

Time as well. The Chairman stated that the Board's Resolution would be placed before the Committee next week and then the members would be afforded an opportunity to express their views.

1. The following letter from the Honorary Secretary, Western India Football Association, was then considered as urgent business with the permission of the Committee :—

"The Council has decided to hold a Charity Match on Saturday next in aid of the Gujerat Relief Fund and are going to great expense by bringing the Mohan Bagan Team from Calcutta to play the Cheshire Regiment. Considerable interest has been worked up in connection with this match and strong support is forthcoming from influential Indians of the City.

In order to swell the receipts in what it is hoped will prove the biggest charitable effort undertaken by this Association, I am directed by the Council to solicit your support by granting permission to allow us to enclose the side opposite the Ground Stand, to enable us to charge a small fee for the use of chairs, with which we propose to line the fence for this match only.

The Council feel sure that your hearty co-operation will be freely given in aid of a cause that has the sympathy of the whole of India.

As time is limited, I shall be glad to have your Committee's decision as early as possible."

Proposed by Dr. Viegas, seconded by Mr. Dumasia—

"That the permission asked for be granted."

**Resolution 467.**—Carried.

2.

*Re : Insurance of Trust Properties.*

Considered Report No. 25, dated 9th August 1927, of the Finance and Establishment Sub-Committee :—

"With reference to the last para of our Report No. 24, dated the 2nd August 1927, adopted by the Improvements Committee in their Resolution No. 464, dated the 9th August 1927, we beg to recommend that the motor lorries be insured with the Clive Insurance Co., Ltd., which is a Company registered in Calcutta under the Indian Companies Act. We make this recommendation as this Company promises to refund to the Trust a sum of Rs. 385 being the premium for the unexpired period on the lorries which were stored up, on account of the closing down of the motor lorry garage.

We, however, recommend that the lorries should be insured next year with an Indian Company registered in Bombay."

**Resolution 468.**—The Report No. 25, dated 9th August 1927 of the Finance and Establishment Sub-Committee should be approved and adopted.

2. The lorries should be insured in the name of the Improvement Trust.

3. Re : Matunga Railway Station on the Mahim Chord Line—Representation for.

Considered the following :—

(a) Letter, dated 15th July 1927, from the Joint-Honorary Secretary, Matunga Residents' Association :—

“ Under instructions from my Committee, I beg to enclose copy\* of largely signed representation submitted to the Agent, G. I. P. Railway, by the residents of Matunga, *re* : the necessity of opening a Railway Station on the Mahim Chord line of the Harbour Branch Railway, which is self-explanatory.

My Committee will feel much obliged by your moving the Railway administration in support of our representation and thus help to redress the grievances of the residents of the locality.

Thanking you for the troubles.”

\* Copy of letter referred to above :—

Matunga, 25th June 1927.

The Agent,

Great Indian Peninsular Railway,

Victoria Terminus,

Bombay.

Through The Matunga Residents' Association.

DEAR SIR,

We, the residents of Matunga, beg to lay before you the following few lines for your kind consideration.

We had been given to understand through different sources, as well as through the “ Times of India ” (please refer page 12 of the issue dated 27th December 1924) that a Railway Station to be named the “ King's Circle Station ” would be put up near the Police Station at Matunga. The Scheme has not yet been carried out, although since then many buildings have sprung up on both sides of the Mahim Chord Railway, where it runs across Matunga.

In the middle of last year at a meeting of the local Railway Advisory Committee, the subject was raised by a member of the Committee and it was then contended on behalf of the Railway Administration that the residents of Matunga were asking for a station to be put up at the site more with a view to have the pleasure of travelling on Electric Trains than to put an end to the inconvenience caused to them and that as the main line would soon be electrified they would have their desire fulfilled. With due deference to the Chairman of the Committee, we submit that the demand for a station was put forth with the sole desire to minimise the inconvenience which is being felt by the residents and this fact will be amply borne out by the renewed demand we now make for a station in spite of the electrification of the main line. Owing to there being no Railway Station at the place, we are put to very great inconvenience as we have to walk over a distance of not less than 15 minutes to reach the nearest Railway Station, although the Electric Trains are passing through our very doors as it were. Especially that is the case with over 600 tenements abutting on the Harbour Branch line at Matunga. We are also compelled to cover a pretty long distance whenever we have to go to Mahim and other places both to the north and south on the B. B. & C. I. Railway, which we have to do frequently. Further, it is not unusual for people to walk over the Railway track on the Mahim Chord line to catch the train at Mahim, which we submit is not only risky but positively dangerous.

We further submit that a station on this line will also help to relieve the enormous overcrowding on the main line trains as at least half of the present population of this suburb will travel by the Harbour Branch line if a station is put up at the place.

We may also be permitted to point out to you that many of the trains from Bandra to Victoria Terminus are at present compelled to halt near the Police Station owing to the single line working a few yards further away, near the junction where the Kurla line meets the Mahim Chord line. Thus a short halt for passengers to get in at this place will not in any way inconvenience the travelling public.

We therefore earnestly request you to put the Scheme of the King's Circle Station through as early as possible, which we consider has been held in abeyance for long. If, however, you deem it premature to have a pucca station at present, we would request you to give us the benefit of at least an experimental station for the time being.

We conclude with the hope that you will consider our request favourably and redress our everyday grievance by an early execution of the scheme, for which act of grace we shall be ever grateful.

Thanking you in anticipation."

(b) Estate Agent's No. 10723, dated 5th August 1927 :—

" \* \* \* \* \*

2. This is a copy of representation, dated 25th June 1927, submitted to the Agent, G. I. P. Railway, by the residents of Matunga, pointing out the necessity of opening a new High Level Railway Station on the Mahim Chord Line. The said copy has been received from Mr. M. B. Udgaonkar, Joint Honorary Secretary, the Matunga Residents' Association, under cover of his letter No. 105 of 15th July 1927, in which he requests on behalf of his Committee that the Railway authorities may be moved in the matter in support of the said representation.

3. It will be seen from the preamble to Trustees' Resolution No. 139 of 6th March 1923, that it was proposed by the G. I. P. Railway authorities, as far back as 12th February 1923, to provide a High Level Station on the Mahim Chord Line to the West of the Bridge where the Railway crosses the Bombay Agra Road.

4. The Board suggested in their Resolution above-mentioned that the proposed Station should be named 'King's Circle.'

5. A reference to letter No. W. 30-8/14 of 7th May 1924, addressed to the Trust Secretary by the Secretary, G. I. P. Railway shows that provision was made by the Railway authorities to commence work in connection with the proposed Station in 1926-27.

6. In the beginning of 1926, enquiries were being made by the residents on the Board's Dadar-Matunga Estate as to when the new Station was likely to be opened for traffic, whereupon the Chairman under his No. Misc. 194/26 of 16th March 1926, requested the Agent, G. I. P. Railway to intimate when the new Station was likely to be built. In reply the Agent informed the Chairman by his letter of 18th March 1926, that, in view of the lull in the housing activities in and around Bombay, there was no intention to go on with the Scheme.

7. As the proposed Station is desirable in that it will be useful and convenient to a large number of residents of this locality and as its construction will contribute to a greater building activity in the neighbourhood which will to a certain extent meet the demand for housing accommodation, it is suggested that it would be well to support the representation under reference and urge upon the Railway authorities the necessity of starting at an early date the work of building the proposed Station."

(c) Engineer's No. 7853, dated 5th August 1927 :—

" \* \* \* \* \*

With reference to the proposed High Level Station, I have searched the records of this office and have found nothing of any value save a plan Registered No. 11,693, sent by the G. I. P. Railway.

With regard to para 7 of the Estate Agent's remarks, I agree that the proposed station is desirable in so far that it will entice the people to take up land in the vicinity

If the Railway authorities are not prepared at the moment to go to the expense of a proper station, they might at least try an experimental station or halt similar to many on the lines running outside the suburban areas of London. Such a halt would be small in capital cost and cheap to maintain and would at least show the value or otherwise of such a halt to the residents as they exist to-day and it might very well induce any, who are hesitating to take up plots in this area."

(d) Chief Officer's note, dated 8th August 1927 :—

'I agree with the Trust Engineer that the Company might be asked to provide an experimental station or halt.'

**Resolution 469.**—The Railway Company should be requested to provide an experimental station or halt as suggested by the Chief Officer.

4. Re: Mr. B. P. Wadke—late Sub-Engineer of Engineer's Department—Reinstatement of.  
(Ref:—C. R's. 362 of 16th June 1927 and 384 of 28th June 1927)

Considered Board's Resolution No. 71 of 5th August, 1927 :—

"Proposed by the Chairman, Improvements Committee, seconded by Dr. Bisni—

'That Mr. Wadke be informed in terms of the Improvements Committee's recommendation.'

*First Amendment*—Proposed by Mr. Mantri, seconded by Mr. Vaidya—

'That the question be referred back to the Improvements Committee to reconsider if anything could be done for Mr. Wadke.'

*Second Amendment*—Proposed by Dr. Javle, seconded by Mr. Nanabhai—

No. 71. 'That the Board are of opinion that Mr. Wadke be reinstated.'

The second amendment on being put to the vote was declared carried by 17 against 11. At this stage the mover of the first amendment asked for the permission of the House to withdraw the amendment, but as the permission was not granted, the first amendment was put to the vote against the second amendment which had become the substantive proposition and was declared lost.

The second amendment was then put to the vote as substantive proposition and declared *carried*."

Proposed by Mr. Horniman—

"That the matter be referred for consideration and report to a Sub-Committee consisting of the following members :—

- 1 Chairman,
- 2 Sir Vasant Rao,
- 3 Mr. Hoosenally,
- 4 Dr. Viegas,
- 5 Mr. Silam,
- 6 Mr. Horniman."

*First Amendment*—Proposed by Sir Vasant Rao, seconded by Mr. Tairsee—

"That with due respect to the Board's Resolution the Committee regret that as there is no post in which Mr. Wadke can be reinstated, no provision is possible for him now, as the matter was thoroughly considered by this Committee and the Sub-Committee of this Committee."

The amendment on being put to the vote was declared *lost*.

*Second Amendment*—Proposed by Mr. Thomas, seconded by Mr. Dumasia—

“That the Committee regret that as Mr. Wadke’s post has been retrenched, he cannot be reinstated.”

The amendment on being put to the vote was declared *carried* and it thus became the substantive proposition.

*Third Amendment*—Proposed by Mr. Hoosenally, seconded by Sir Phiroze C. Sethna—

“That the matter be referred to the Finance and Establishment Sub-Committee for consideration and report.”

The amendment on being put to the vote was declared *lost* by 6 *against* 7.

A poll was demanded by Sir Phiroze C. Sethna.

The following members voted for and against the amendment :—

<i>For.</i>	<i>Against.</i>
1. Mr. Hoosenally.	1. Sir Vasantao.
2. Sir Phiroze C. Sethna.	2. Dr. Viegas.
3. Sir Reginald Spence.	3. Mr. Silam.
4. Mr. Bell.	4. „ Borade.
5. „ Saklatvala.	5. „ Horniman.
6. „ Dumasia.	6. „ Thomas.
7. „ Tairsee.	7. „ Neilson.

As there was a tie, the Chairman gave his casting vote in favour of the amendment and declared it *carried*. It was also carried as a substantive proposition by 8 against 7.

**Resolution 470.**—The matter should be referred to the Finance and Establishment Sub-Committee for consideration and report.

5. Re: Inoculation of coolies—Payment of full wages for the day.

Considered Chief Officer’s note, dated 11th August 1927 :—

“The coolies working in several Trust Schemes and housed in the Labour Camps were inoculated during the last week of July 1927, as a precaution against cholera epidemic. This rendered them unfit for work the next day of inoculation. The Engineer recommends and I concur that they be paid full wages for the day they were incapacitated for work.”

**Resolution 471.**—The recommendation made by the Engineer is sanctioned.



## 6. The following Debentures were executed :—

Name of holder.	Year of Loan.	Amount.	New issued.	Old cancelled.
		Rs.		
Bai Cursetbai J. R. B. Jeejibhoy ... ..	1902	500	1	1
The Bank of India, Limited ... ..	1907	20,000	1	1
The Vulcan Insurance Limited ... ..	1908	6,500	1	1
The Hongkong and Shanghai Banking Corporation.	1913	25,000	7	1
Total Rs. ...	...	52,000	10	4

## 7. The following papers were laid on the table :—

1. Purchase orders sanctioned by Chief Officer under Sec. 22 (1) of the Act.
2. Work Orders do do
3. Chief Officer's sanction, dated 8th August 1927, to the variation in Purchase Order indent No. 29, dated 20th May 1927.

# Bombay Improvement Trust.

ESPLANADE ROAD,

Bombay, 23rd August 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 3-30 P.M. (B.T.) there were—

PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman.*
2. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., M.L.C.
3. DR. ACCACIO G. VIEGAS, L.M. & S.
4. MR. L. R. TAIRSEE.
5. MR. S. L. SILAM, B.A., LL.B.
6. MR. B. G. HORNIMAN.
7. MR. NAOROJI M. DUMASIA.
8. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
9. MR. HOSENALLY M. RAHIMTOOLA, B.A., M.L.C.
10. SIR REGINALD SPENCE, KT.
11. MR. S. B. BILLIMORIA, M.B.E.
12. MR. R. D. BELL, C.I.E., I.C.S.
13. MR. W. H. NEILSON, O.B.E.
14. MR. G. A. THOMAS, C.I.E., I.C.S.
15. MR. GANPAT KRISHNAJI BORADE.

AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.

MR. J. T. BURGE, F.S.I., AG. CHIEF OFFICER AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meeting held on 16th August 1927, were signed.

1. Re : Letter, dated 18th August 1927, from Mr. B. P. Wadke re : his retrenchment.

“ In continuation of my various representations which I submitted on the above subject, I beg most humbly and respectfully to submit the following few lines for your very sympathetic consideration.

From the reports of the discussions about my re-instatement as given in the local newspapers, I find that although the Board after full consideration thought it justifiable to reinstate me in service and have passed orders to that effect, I am likely to be thrown out on the ground of “Excess in expenditure.” It is really a matter of great surprise that when crores of rupees are spent on Establishment, the Trust funds should be found too short to provide for one employee of my standing and salary. I submit that if wiser counsels prevail and the authorities concerned restore me to my position as ordered by the Board, I am sure it will not be necessary to raise an extra loan for the purpose. On the other hand, if I am retained, the Trust will be doing an act of justice and also respecting the Board.

Coming to the question of provision in the Budget I submit that if the Committee is pleased to re-instate me, there would not be any excess in expenditure.

Thirdly, I submit that in view of my qualifications and experience of which mention has been made in my last representations, dated 14th and 27th February 1927, respectively,

which I briefly repeat below, you will be graciously pleased to consider the advisability of appointing me to the new sanctioned post of Trust Architect. I submit that I am fully qualified as a Chartered Architect for the responsibilities of that post, and my appointment to it will surely result in a great saving and efficiency as I will manage both the Drawing Office with two men less than provided in the Budget, and the Architect's Office."

**Resolution 472.**—Referred to the Finance and Establishment Sub-Committee for consideration and report.

2. Re : Dadar-Matunga Estate—Plot No. 749—application for a building lease of.

( File No. Mis. 685/27. )

Considered Estate Agent's No. 11406, dated 17th August 1927 :—

" Herewith I have the honour to forward an application for a 999 year's building lease of the above plot, by Mr. R. N. Kerrawalla at a ground rent calculated at 6 per cent. on Rs. 10 per square yard.

The area of the plot being about 506 square yards the concessional ground rent will amount to about Rs. 229 per annum and the ultimate ground rent to about Rs. 304.

The applicant wishes to erect a building for his own residence.

The conditions on which the application is based are normal and acceptance is recommended."

**Resolution 473.**—The application is accepted.

3. Re : Sandhurst Road West Estate—Plot No. 30—Permission to erect a Motor Garage on.

( File No. Mis. 674/27. )

Considered the following :—

(a) Trust Architect's No. 3515, dated 25th November 1926 :—

" I have the honour to forward herewith for the consideration of the Improvements Committee, a plan\* showing a motor garage proposed to be erected on the above plot, received from the lessee's architects, and to state that the same may be allowed subject to the usual normal conditions contained in Trustees' Resolution No. 296 of 27th September 1918, and to the following further conditions :—

1. That all the drainage connections coming in the way of the garage shall be diverted.
2. That at least 5 feet space shall be left between the main building and the garage.
3. That there shall not be any other opening except the front door.
4. That the total height of the garage shall be 9 feet above ground level.
5. That the terrace roof shall not project beyond the boundary of the plot."

(b) Estate Agent's No. 11,233, dated the 15th August 1927 :—

\* \* \* \* \*

(2) There is no objection to the proposed motor garage being erected in accordance with the terms mentioned by the Trust Architect.

(3) Extra ground rent will however be payable for the same at a rate of Rs. 90 per annum for every 100 square feet of the area covered."

**Resolution 474.**—The proposed motor garage should be allowed subject to the usual normal conditions contained in Trustees' Resolution No. 296, dated 27th September 1918 and No. 255, dated 22nd June 1920, and to the further conditions specified in the Trust Architect's letter.

4. Re : Sandhurst Road West Estate—Plot No. 31—permission to erect a motor garage on.

( File No. Mis. 675/57. )

Considered the following :—

(a) Trust Architect's No. 3514, dated 25th November 1926 :—

" I have the honour to forward herewith for the consideration of the Improvements Committee a plan\*, showing a motor garage proposed to be erected on the above plot, received from the lessee's architects, and to state that the same may be allowed subject to the usual normal conditions contained in Trustees' Resolution No. 296 of 27th September 1918 and to the following further conditions :—

1. That 5 feet open space at least, shall be left between the main building and the proposed garage.
2. That there shall not be any other opening except the front door.
3. That the total height of the garage shall be 9 feet above ground level.
4. That the terrace roof shall not project beyond the boundary of the plot."

(b) Estate Agent's No. 11232, dated 15th August 1927 :—

" \* \* \* \* \*

(2) There is no objection to the proposed motor garage being erected in accordance with the terms mentioned by the Trust Architect.

(3) Extra ground rent will, however, be payable for the same at a rate of Rs. 90 per annum for every 100 square feet of the area covered."

**Resolution 475.**—The proposed motor garage should be allowed subject to the usual normal conditions contained in Trustees' Resolution No. 296, dated 27th September 1918 and No. 255, dated 22nd June 1920 and to the further conditions mentioned by the Trust Architect.

5. Re : Dadar-Matunga Estate—Plot No. 791—proposal to fix a maximum rent for the building on.

( File No. Mis. 680/27. )

Considered Estate Agent's No. 11272, dated 16th August 1927 :—

" I have the honour to state that the above plot is one of those allotted by the Board to the Zoroastrian Building Society, Ltd.

2. The building on the plot has been completed and a completion certificate granted.

3. The above-named Society proposes to fix a maximum rent of Rs. 520 per month for the whole building as follows :—

					Rs.
Ground floor	...	...	...	...	163 per month.
First floor	...	...	...	...	173 "
Second floor	...	...	...	...	184 "
				Total Rs.	520 "

\* Not printed.

4. As required under the terms of Zoroastrian Society's agreement the above-mentioned amount of rent is on the basis of a net annual return of 6 per cent. on the actual total outlay on the building amounting to Rs. 60,000 and the same is, therefore, recommended for the Improvements Committee's approval and sanction."

**Resolution 476.**—The rents proposed for the ground, first and second floors are approved.

6. Re : Dadar-Matunga Estate—Plot No. 627—Proposal to fix a maximum rent for—  
the building on.

( File No. MIs. 681/27. )

Considered Estate Agent's No. 11271, dated 16th August 1927 :—

" I have the honour to state that the above plot is one of those allotted by the Board to the Zoroastrian Building Society, Ltd.

2. The building on the plot has been completed and completion certificate granted.

3. The above-named Society proposes to fix a maximum rent of Rs. 530 per month for the whole building as follows :—

*Ground floor—*

				Rs.
2 Flats at Rs. 35 each per month	...	...	...	70
1 Flat at Rs. 50 per month	...	...	...	50

*First floor—*

				Rs.
3 Flats at Rs 50 each per month	...	...	...	150

*Second floor—*

2 Flats at Rs. 80 each per month	...	...	...	160
1 Flat at Rs. 100 per month	...	...	...	100

Total Rs. Rs. 530 per  
month.

4. As required under the terms of the Zoroastrian Society's Agreement the above-mentioned amount of rent is on the basis of a net annual return of 6 per cent. on the actual total outlay on the building amounting to Rs. 63,110-15-0 and the same is, therefore, recommended for the Improvements Committee's approval and sanction."

**Resolution 477.**—The rents proposed for the ground, first and second floors are approved.

7. Re : Report of the financial transactions in July 1927.

Considered Chief Accountant's note, dated 17th August 1927 :—

" Fixed deposits ... Deposits aggregating Rupees Seven lakhs which matured on 1st July 1927, were credited to current account to meet payment of interest on loans.

Investment of Sinking Fund Moneys ... Bombay Improvement Trust debentures of the nominal value of Rs. 3,37,500 (Rs. 2,61,000 of 4½ per cent. loan and Rs. 76,500 of 5 per cent. loan) were transferred (at par) from General Investment Account to Sinking Fund Investment Account.

Sale of securities in the Provident Fund Investment Account ... 3½ per cent. Government Promissory Notes of the nominal value of Rs. 32,100 were sold (and taken over as Board's investment) to meet payments of Messrs. K. N. Griffiths and R. R. Wadia."

**Resolution 478.**—Consideration postponed to the next meeting.

8. Re : Scheme 56 Dharavi—Case No. 192—Acquisition of Dharavi Factory of Messrs. Adamjee Peerbhoy & Sons in.

Considered Estate Agent's No. 11259, of 16th August 1927 :—

"I have the honour to state that the property in the above case abuts on Dharavi Road near the Sion Station and comprises 24574 4/9 sq. yards of land with structures standing thereon used partly in connection with a tanning factory and partly for residential purposes. It has a frontage of about 380 feet and an average depth of about 700 feet.

2. The whole property has been used as a tannery and is known as the Western India Army Boot and Equipment Factory. It originally belonged to the firm of Messrs. Adamjee Peerbhoy & Sons who are insolvents. It has been mortgaged to Mr. F. E. Dinshaw and is now in the hands of the Official Assignee.

3. The case was first opened on 5th July 1920 and postponed from time to time for the production of title, demarcation of boundaries and valuation of the property. On 6th October 1925 at the request of Mr. Jussawalla of Messrs. Payne & Co., who represented both the mortgagee and the Official Assignee, the hearing of the case was adjourned *sine die*, as Mr. Jussawalla gave the Land Acquisition Officer to understand that various preliminary matters as also inspection of several account books had to be gone through before the case for compensation could be properly put forward.

4. On behalf of the mortgagee and the Official Assignee, Messrs. Payne & Co., are now pressing the Land Acquisition Officer to resume the enquiry and proceed with it without any further delay. They have also furnished the Trust with their clients' architect's valuation report for compensation amounting to Rs. 16,21,440 (a little under 16½ lakhs) inclusive of all interests. A copy of their letter\* of 5th August 1927 addressed to the Trust Solicitors in this connection is forwarded herewith for information.

5. This is one of the properties included in the schedule of properties which are proposed to be denotified.

6. The question of further acquisition of properties notified in the Dharavi Scheme is at present before a Special Sub-Committee appointed by the Improvements Committee under their Resolution No. 105 of 20th July 1926.

7. As the mortgagee and the Official Assignee are pressing the Land Acquisition Officer for an early award, that Officer will have no other alternative but to restore the case to his board for further hearing and proceed with the same, if the Trust do not inform him at an early date that the property in question is intended to be withdrawn from acquisition.

8. In the above circumstances, I have to request the favour of your instructions in the matter as to whether or not this case should be proceeded with further and contested before the Land Acquisition Officer."

**Resolution 479.**—Referred to the Special Sub-Committee appointed under Committee's Resolution No. 105, dated 20th July 1926, for consideration and report.

\* Not printed.

9. Re : Audit to be carried out by the Government Auditors—extent of.

Considered the following :—

(a) Examiner's letter No. O. A. 10-407, dated 15th November 1926 :—

"With reference to para 10 of the report of the Finance and Establishment Sub-Committee No. 4, dated 27th July 1926, received with your letter No. Mis. 716-26, dated the 5th October 1926, I have the honour to observe as follows :—

2. Section 105 of the Trust Transfer Act 1925 requires that the accounts of the receipts and expenditure of the Trust shall be post-audited by an auditor appointed by Government, but says nothing of the extent of this audit. It will be seen from Mr. Ramasubba Aiyar's letter of the 13th October 1922 that the fact of the post-audit by Government being only a partial test audit was well-known to the Trust. (*Vide* para 1 of the letter.) From the record maintained in this office of the discussion that took place at the time the section referred to above was drafted it would appear that the extent of the post-audit was left deliberately undetermined. A proposal was for a more complete audit than had been done till then, but the matter was eventually dropped apparently on account of the extra cost involved and in view of the introduction of a more thorough and extensive internal pre-audit which was to be given statutory recognition in the Transfer Act (*vide* section 104). Accordingly, it was decided to continue the old system of audit followed by this Department. The work was formerly done by two men only, but in view of the increased activities of the Trust

Works expenditure (exclusive of acquisition expenditure.)					Rs.	in recent years as indicated by the figures given in the margin two more men have since been added without any increase in the audit fee. It will thus be seen that
1918-19	...	...	...	...	8,23,000	
1919-20	...	...	...	...	29,14,000	
1920-21	...	...	...	...	94,18,000	
1921-22	...	...	...	...	89,59,000	
1922-23	...	...	...	...	83,40,000	
1923-24	...	...	...	...	69,60,000	
1924-25	...	...	...	...	73,70,000	

this Department has gone to the limit of its ability in carrying out the duties entrusted to it under section 105 of the Transfer Act.

3. It is unthinkable that a complete post-audit can be done with the present staff ; in fact, it is not even possible to hold out a guarantee of a complete test audit. The practice of this Department has been to conduct audit according to certain methods which, from time to time, have been considered to be best calculated to secure, within the existing limitations, the most satisfactory results. These methods have been improved upon in the light of the experience gained ; for instance, as the result of the investigation made in the case that has led to this correspondence, instructions have been issued to the Government auditors to include in their programme the examination of a few chappa books.

4. If the Trust Authorities are of opinion that the extent of the audit done by this Department should be increased, it is requested that their decision may be communicated to the Accountant General so as to enable him to work out the necessary proposals and report upon the extra cost involved.

5. In regard to the audit of the accounts of the Nowroji Hill Quarry I take this opportunity of reporting the following facts :—

When this Department called for the accounts for the years ending March 1921 and March 1922 for audit, they were not forthcoming. This was brought to the notice of the old Board in the audit note on the Trust accounts for the half year ending March 1921 and in paras 2 and 26 of this office No. L-9-1829, dated the 29th September 1923. In June 1924 the accounts for the half year ending September 1923 were produced and a test audit of the stock ledger was conducted. Certain objections and suggestions were then communicated to the Trust Authorities and if these objections had been followed up it is possible that the present defalcation would have come to light earlier if not entirely prevented. The objections, however, remained unattended to till March 1926.

6. With reference to para 8 of the Sub-Committee's report, I would request that the amount at the credit of the auditor in the Provident Fund which is to be forfeited in

accordance with the rules may kindly be intimated to this office. In this connection attention is invited to this office No. O. A. 10-372, dated the 12th October 1926 and to Sections 3 and 6 of the Provident Funds Act of 1925."

(b) Chief Accountant's No. W. A. 533, dated 6th June 1927 :—

"With reference to your letter No. O. A. 10-407, dated 15th November 1926, I have the honour to state that in Section 105 of the Act, it is stated that the Auditor will be paid by the Board such remuneration as may be fixed by Government for post-auditing and examining their accounts. In the absence of a specific mention of the extent of audit to be carried out, the audit must be a complete audit. The Examiner may take the responsibility of a complete audit without doing it, but so far as the Board is concerned, it is assumed that the audit done by the Examiner is a complete audit. Moreover, in Government Resolution Finance Department No. 1254, dated 12th September 1922, determining the basis on which fees should be charged to local bodies for auditing their accounts it is stated that in the case of certain local funds and bodies (and the Improvement Trust is one of them) fees should be charged according to the actual cost of each audit and in para 3 of the Accountant General's letter No. L-54.6.3383, dated 18th January 1923, printed in Government Resolution Finance Department No. 1254, dated 28th July 1923, it is stated that the cost of audit is arrived at from the average pay of the men employed, after adding a portion of the cost of the Supervising officers. In neither of the Government Resolutions quoted above has any reference been made to the fact that the cost arrived at was in respect of a partial audit and that if a more complete audit were required, the cost would be greater. Again the Balance Sheets are examined and certified to be correct by the Examiner. That connotes that either the accounts are examined in detail by the Examiner or the Examiner takes the responsibility of a full audit without doing it. But as stated above, we take it that the accounts are audited completely.

Now to deal with your letter para by para :—

*Para 2.* In this para you quote Mr. Ramasubba's letter of 13th October 1922 and state that the fact that the Government audit was a partial audit was known to the Trust. In this connection it is stated that Mr. Turner, the then Chairman, was of opinion that the Government audit was absolutely inefficient and Mr. Ramasubba's letter had a reference to this impression of the Chairman.

Further in the same para it is stated that the extent of audit was left deliberately undetermined and that a proposal was made for a more complete audit but the matter was apparently dropped on account of the extra cost involved.

From the proceedings of the Special Committee appointed to consider the Transfer Bill, it appears that the extent of audit was specifically omitted in the draft section as the Committee thought that the Act was clear enough on the point and that it was not necessary to make any alteration therein. Thus your proposal for a more complete audit was not dropped, as you seem to think, on account of extra cost involved but the Committee considered that the question of any audit other than a complete audit did not arise at all.

*Para 5.*—It is stated in this para that the accounts of the Nowroji Hill Quarry for the years ending March 1921 and March 1922, were not forthcoming. This is not correct; the accounts were maintained at the Scheme.

Further in this para you state that the accounts for the half year ending September 1923, were not replied to till March 1926 and that if the objections raised by you had been followed up, the defalcation might possibly have been detected earlier. The only objection raised in connection with the Nowroji Hill Quarry Accounts is contained in para 18 of your audit note for the half year ending 30th September 1923, received under your No. L. 9-1661, dated 18th August 1924 and this objection was replied to in this office No. W. A. 2294, dated 16th March 1926 and the reply has been accepted by you as no further remarks have been received thereon. From the reply given it would be seen that the objection referred to was a minor objection and would not have led to an earlier detection of the fraud, even if it was attended to at once.



*Para 6.*—The Provident Fund of Mr. Bhagwat forfeited in accordance with the present Provident Fund Rules is Rs. 317-9-3 and the question of refunding it will be considered when the Provident Fund Rules are revised.”

(c) Examiner's letter No. O. A. 10-243, dated the 30th July 1927 :—

“ With reference to your letter No. W. A. 533, dated the 6th June 1927, I have the honour to state that, so far as the question of the scope of audit goes, the views of this office have already been communicated in my letter No. O. A. 10-407, dated the 15th November 1926 and no modification thereof is considered necessary.

2. I enclose a copy of the correspondence noted in the margin, which leaves no doubt whatever that, when the

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| <ol style="list-style-type: none"> <li>1. Para 1 of the Improvement Trust letter, dated 13th October 1922.</li> <li>2. Paras 2 and 3 of the Improvement Trust letter dated 30th October 1922.</li> <li>3. Para 1 of the Accountant General's letter, dated 6th November 1922.</li> </ol> | <p>Trust Transfer Act was drafted, it was clearly understood by the Trust that the audit done by this department was not a complete audit. Indeed, no one with</p> |
|--|--|

any knowledge of the activities of the Trust could have possibly expected a complete audit from a small establishment costing Rs. 11,000 a year. Moreover, there were the glaring figures of the cost of the Trust's own internal Audit Department, which at the time employed 3 Superintendents and 22 junior clerks on pre-audit alone, whereas the Government staff consisted of 1 Superintendent and 2 clerks and had to check not only the work of the pre-audit section, but also of the Land Manager's and Accounts Departments.

3. I would also point out that when this office had, at the request of the Trust, worked out and reported to them the cost of a complete audit, no further communication on this particular subject was received from them. If, as you suggest, it was at that time held that the Act clearly prescribed a complete audit and that the question of any other audit did not at all arise, it was obviously the duty of the Trust officers to have intimated the view to this office after that question had actually been raised and made the subject of correspondence with this department.

4. Next, you refer to two Government Resolutions and state that, in fixing the audit fee recoverable from the Improvement Trust, Government did not mention the extent of audit and suggest that, in the absence of such a mention, the audit must be held to be a complete one. It is not understood how this conclusion follows; for in fixing the fee there was no necessity for Government to mention the extent of audit when the fee was, as you yourself point out, based on the cost of the actual establishment employed. That establishment, I may add, had been sanctioned by Government themselves as for a test audit.

5. You refer to the certificates given by this department on your balance sheets and state that the certificates connote that either the accounts are examined in detail or that the Examiner takes the responsibility of a full audit without doing it. It is difficult to understand this latter alternative, for the responsibility of an audit department is clearly limited by the amount of work actually done by it. As to the former, I am unable to agree that it is a necessary connotation. Test audit is a recognised system of audit and in several cases certificates of the kind referred to are given after such audit both by this and other audit departments. If, however, in the case of the Improvement Trust it is considered necessary that the certificates should make a specific reference to the kind of audit check applied, this will be done in future.

6. As has already been pointed out in my previous letter, this office holds that the extent of audit is not specifically prescribed in Section 105 of the Transfer Act. Accordingly, the question whether a complete or test audit should be done would appear to be a matter for the discretion of Government—the authority charged by Section 105(1) with the task of arranging for post audit. That such discretion is intended to be exercised is further borne out by the fact that another audit—a pre-audit by the Chief Accountant—is prescribed so that when, as in the present case, the latter happens to be a complete audit an insistence upon a second complete audit would, in ordinary circumstances, be but an insistence upon a complete duplication of work involving unnecessary and wasteful expenditure. This office, I may

add, is not aware of any instance in which Government does a complete outside audit of accounts which have been subjected to a sufficient internal audit.

7. Lastly, I beg to request that this and my previous letter may be placed before the Improvements Committee at an early date, as about 10 months have elapsed since they called for my report. Whatever view may have been held in the past, the position has at any rate now been made perfectly clear to the Committee and if they think the present arrangement falls short of the requirements of the Transfer Act and do not agree to action being taken on the lines suggested in para 4 of my previous letter, the matter may be reported to Government for their consideration and orders with reference to the provisions of Section 105(1) of the Act.

8. A reply to your comments on paragraph 5 of my previous letter will follow. Certain papers required for the consideration of your reply cannot be traced in the absence on leave of the Senior Auditor formerly in charge of the Improvement Trust Circle."

(d) Chief Officer's note, dated 15th August 1927 :—

"In the course of the investigation into the Nowroji Hill fraud by the Finance and Establishment Sub-Committee, the Examiner, Outside Audit, was interviewed by the Sub-Committee and was questioned as to how the audit was done by his Department. It was then noticed that not only was no complete audit done but that not even was a complete test audit done by his auditors, as it transpired that none of the entries in the chappa books had been checked by them. The Examiner then informed the Sub-Committee that he had just then taken charge of the Department and that he had the matter under consideration. The Sub-Committee, therefore, asked him to make a report but they desired to point out that under Section 105 of the Act the Examiner was required to make a complete audit.

In my opinion the Chief Accountant's letter of 6th June last explains the position perfectly clearly and I have nothing to add.

But with reference to para 3 of the Examiner's letter of 30th July in which he states that the view of the Special Committee appointed to consider the Transfer Bill was not communicated to him, I may state that the Examiner was present at the Special Committee Meeting on that day.

It has always been considered that so far as the extent of audit is concerned, the Act is clear enough and the Improvements Committee also held the same view when they adopted the report of the Finance and Establishment Sub-Committee on the Nowroji Hill fraud in which they stated that under Section 105 of the Act, the audit was to be a complete one.

In para 4 of his first letter the Examiner states as follows :—

'If the Trust authorities are of opinion that the extent of the audit done by this Department should be increased, it is requested that their decision may be communicated to the Accountant General, so as to enable him to work out the necessary proposals and report upon the extra cost involved.' I do not think any action is necessary on our part at present. We pay annually an audit fee of Rs. 11,000 and I do not know what fee would be demanded if the Examiner were to increase his establishment. Our activities are greatly curtailed and I think the present fee is quite sufficient in view of the fact that our works expenditure has been decreased from Rs. 89 lakhs to 15 lakhs."

**Resolution 480.**—Referred to the Finance and Establishment Sub-Committee for consideration and report.

10. Re.: West Chaupatty—plot No. 15—Application by Mr. Ramchandra M. Bhat to be allowed to have a nursing home in his building under the terms of his lease.

( File No. Mis. 637/27 ).

Considered the following :—

(a) Mr. Bhat's letter, dated 27th July 1927 :—

“ With reference to the orders of the Board asking me to take a license for the user of my rear building on the above plot as a Maternity House, I would like to bring to the notice of the Improvements Committee the hardship and pecuniary loss I was put to in connection with the construction of the building and request them to reconsider my case for the following reasons :—

That on the day my plot (No. 15) was auctioned, other plots on Chaupati Estate were also auctioned.

That certain conditions were after the auction sale relaxed in the case of my neighbours with regard to the horse stables etc.

That two blocks on each floor have been allowed to my neighbours whereas they were objected to when the plans of my building were submitted in the first instance by your former Architect who had a special grudge against me.

That the building has, therefore, cost me Rs. 50,000 more.

That there has been so far no complaint from any of my neighbours although the maternity home has been in my building for the last 6 years. It is surely more sanitary than a stable.

That, if desired, some of the members of your Committee may inspect the premises to find for themselves and get themselves convinced that a license for the present user is not at all necessary.

In conclusion, I beg to request that the Committee will take into consideration the above facts and reconsider their decision by granting the lease without a license.”

(b) Estate Agent's letter No. 11278, dated 16th August 1927 :—

\* \* \* \* \*

2. This is an application from Mr. Ramchandra M. Bhat one of the joint building Tenants of plot No. 15, Chawpatty Estate (West), in connection with the license granted by the Trustees under their Resolution No. 366, dated the 4th July 1922, permitting the use for one year of the first floor of the rear building of the above plot by Dr. H. De'Sa, as a private nursing home. The license is revocable at any time at the pleasure of the Board and is subject to certain conditions specified in the said Resolution.

3. The applicant demurs to hold the premises for the special user, under a license, which he considers unnecessary and therefore requests for the grant of a lease without a license.

4. A similar application was received from Mr. Maganlal Jamnadas—the other joint-tenant of the plot—which was reported upon under this office No. 6354, dated the 19th July 1923 and which will be found printed in the preamble to the Trustees' Resolution No. 502, dated the 24th July 1923, whereby the consideration of Mr. Maganlal's application was held over for three months.

5. It may here be observed that in connection with this matter, the applicant Mr. Ramchandra had an interview with the Chairman on the 19th December 1924, when he was definitely given to understand that he would not get the lease until the nursing home was removed and the license granted by the Board was agreed to and signed by him.

6. The building in question is still used as a Maternity Home by Dr. De'Sa. Neither the license has been signed by the building tenants nor has the said Home been removed, although the period of one year granted by the Board, as stated in para 2 has long since expired.

7. In these circumstances, and in view of the Trustees' Resolution referred to in para 4, the favour of obtaining the Improvements Committee's final instructions in the matter is solicited."

(c) Chief Officer's note, dated 18th August 1927 :—

"This plot lies immediately to the East of the Chaupatty Band Stand Plot, and was taken up on a building agreement by Mr. Ramchandra Bhat and Mr. Maganlal Jamnadas in November 1917, at a ground rent calculated at  $4\frac{1}{2}\%$  per annum on Rs. 68 per sq. yard.

2. The buildings on this plot have since been completed and Mr. Ramchandra Bhat is to have the lease of the building abutting on Dadysett Road, and Mr. Maganlal of the building abutting on Babulnath Road.

3. As stated by the Estate Agent, Mr. Bhat applied in 1922 for a permission to use the upper floors of his building as a private nursing home run by Dr. H. De'Sa. Under the terms of his building agreement Mr. Bhat is allowed to use this building for residential purposes only. When considering the application some members of the Board were of opinion that the nursing home might easily become a source of nuisance to the lessees and occupiers of the adjoining buildings of this Estate, and they therefore decided to grant a license revocable at any time to Mr. Bhat to use the upper floors of his building as a private nursing home on payment by him of the cost of the necessary license.

4. Mr. Bhat has refused in spite of several reminders to take up and pay for this license, and as Dr. De'Sa has on many occasions stated that he intends to leave this building, the matter has been kept pending but as the license has not been signed by Mr. Bhat, his lease has not been granted.

5. It is understood that he now wishes to sell this property, and as his brokers advise him that the proposed license will lower the market value of his property, he therefore applies to the Committee to forego the license, and to amend the terms of his agreement so that under his lease he will have the right to use the upper floors of this building as a nursing home.

6. It is true that no complaints have been received from any of the neighbouring lessees or tenants, but this cannot be taken as a guarantee that no complaints will be received in future, and I therefore consider that it would be distinctly inadvisable to allow a nursing home to be located on this plot for the whole length of the lease, specially as the neighbouring lessees have been strictly bound down to use their buildings for residential purposes only.

It is therefore suggested that Mr. Bhat should be informed that the Committee cannot see their way to allow him to have a nursing home on the premises under the terms of his lease, and that he should therefore agree to the Trust's offer of a license for this purpose revocable at the will of the Committee at any time."

**Resolution 481.**—Referred to the Land Sub-Committee for consideration and report.

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II. Re: Scheme 37, Parel Road—Sydenham Road Chawls—~~one-room tenements—~~  
further reduction of rents of.

( File No. Mis. 699/27. )

(Ref. C. R's 299 & 327 of 1926).

Considered Chief Officer's note dated 18th August 1927 :—

"A proposal for reduction of rents of rooms in these chawls by Rs. 2 per month per room was made in December last. The Committee sanctioned this proposal and the reduction came into effect on the 1st of January.

2. When advising the reduction it was hoped that the heavy vacancies would be reduced. This has not been proved to be the case and there has been a slight increase in the number of vacant rooms. The number of vacant rooms at the end of January last was 117, while it is 119, as on 1st August 1927, out of a total of 248 rooms.

3. I now recommend that the rent of each of the rooms be further reduced by Rs. 2 per month and suggest that the reduction be made as from 1st September next to those tenants who are not in arrears and to the others from the date on which they cease to be in arrears.

4. The accompanying statement (printed below) shows the rents at present charged to different rooms according to their position, together with their economic rents, rents first fixed and those now proposed to be charged. It also gives the number of occupied and vacant rooms as on 1st August 1927."

**Scheme No. 37.**  
Single Room Tenements.

No. of rooms,	Description.	Economic.	Rent per month per room.			Reduction per room.	No. of vacant rooms as on 1st August 1927.	No. of occupied rooms as on 1st August 1927.	Total reduction on occupied rooms.
			As first fixed on 29-9-25.	As reduced on 20-12-26 and now charged.	Proposed,				
		Rs.	Rs.	Rs.	Rs.			Rs.	
54	Ground floor middle ... ..	16	14	12	10	2	10	44	88
8	Ground floor end ... ..		15	13	11	2	2	6	12
162	Upper floor middle ... ..		16	14	12	2	95	67	134
24	Upper floor end ... ..		17	15	13	2	12	12	24
<u>248</u>							<u>119</u>	<u>129</u>	<u>258</u>

MEETING OF THE IMPROVEMENTS COMMITTEE OF 23RD AUGUST 1927.

Proposed by the Chairman :—

“That the recommendation made by the Chief Officer in para 3 of his note, dated 18th August 1927, be sanctioned.”

*Amendment.*—Proposed by Mr. Bell and seconded by Sir Reginald Spence :—

“That the rents proposed for the upper floor rooms be sanctioned and that the rents for the ground floor rooms should be the same as for the upper floor rooms.”

The amendment on being put to the vote was declared *carried* and it was also carried as a substantive proposition.

**Resolution 482.**—The rents proposed for the upper floor rooms are sanctioned and the rents for the ground floor rooms should be the same as for the upper floor rooms.

12. Re: Board's Resolution No. 74 dated 12th August 1927, re. letter dated 3rd May 1927 from the President of the Fifth Session of Parel Conference, drawing special attention to their Resolution No. 7, regarding provision of public gardens and playgrounds in localities like Lower Parel, etc.

Considered Board's Resolution No. 74, dated 12th August 1927 :—

“As President of the Fifth Session of the Parel Conference held on 24th May 1927, at the Damodar Thackersey Moolji Hall, Poibavdi, Parel, I have the honour to forward enclosed herein a copy of the Resolution passed at the said Conference. Allow me to draw your special attention to Resolution No. 7.

Hoping the suggestion made in Resolutions will receive due consideration and the necessary steps will be taken.’

*Copy of Resolution No. 7 referred to above :—*

*‘Resolution No. VII.*

#### **Public Gardens and Playgrounds.**

This Conference is of the opinion that the Bombay Municipality, the Development Department and the Improvements Committee should provide public gardens and playgrounds in localities like Lower Parel, Delisle Road, Fergusson Road, Sewri, and other needy areas.’

Proposed by Sir Vasant Rao, seconded by Dr. Choksy—

‘That the letter, dated 3rd May 1927, from the President of the Fifth Session of the No. 74. Parel Conference be forwarded to the Improvements Committee for disposal.’

The proposition on being put to the vote was declared *carried*.”

**Resolution 483.**—The Resolution of the Conference should be forwarded to the Chief Officer for favour of report.

13. Re : Board's Resolution No. 75, dated 12th August 1927, regarding notice of motion, dated 12th May 1927, by Mr. P.G. Sahasrabudhe and 5 others re : Hindu Maruti Temple at Byculla

Considered excerpt from the Proceedings of a meeting of the Trustees for the Improvement of the City of Bombay, held on the 12th August 1927 :—

" In accordance with the notice of motion, it was—

Proposed by Mr. Sahasrabudhe—

' That the Board is of opinion that the Hindu Maruti Temple and the Shivlinga and the Moslem Mosque, situated opposite to Gloria Church, Byculla, and affected in the Road widening Scheme, should not be removed or disturbed from their present site, and the Chief Officer is requested to submit as early as possible such Revised Scheme as would retain the temple proper intact, securely protect the Shivlinga, and substitute the outside demolished portion of the temple by such additional building as would give the temple a sufficient accommodation on the south for Kirtans, Bhajans etc. and keep a passage on the other sides of at least 3 or 4 feet wide so as to enable the devotees to take the religious rounds.'

Mr. Sahasrabudhe asked for the permission of the House to add the following as para 2 of the proposition :—

' That the subject matter of the proposition be referred to the Improvements Committee for consideration and report.'

The necessary permission was granted.

The motion altered as above stood as follows and was seconded by Mr. Vithaldas and on being put to the vote was declared *carried* :—

' That the Board is of opinion that the Hindu Maruti Temple and the Shivlinga and the Moslem Mosque, situated opposite the Gloria Church, Byculla, and affected in the Road Widening Scheme, should not be removed or disturbed from their present site, and the Chief Officer is requested to submit as early as possible such Revised Scheme as would retain the temple proper intact, securely protect the Shivlinga, and substitute the outside demolished portion of the temple by such additional building as would give the temple a sufficient accommodation on the south for Kirtans, Bhajans etc. and keep a passage on the other sides of at least 3 or 4 feet wide so as to enable the devotees to take the religious rounds.

2. That the subject matter of the above proposition be referred to the Improvements Committee for consideration and report.' "

**Resolution 484.**—Referred to the Land Sub-Committee for consideration and report.

14. Re : Board's Resolution No. 76, dated 12th August 1927, regarding notice of motion, dated 12th May 1927, by Mr. P. G. Sahasrabudhe and 5 others re : Temple of 'Mari Ai' at Worli.

Considered excerpt from the Proceedings of a Meeting of the Trustees for the Improvement of the City of Bombay, held on the 12th August 1927 :—

" In accordance with the notice of motion, it was—

Proposed by Mr. Sahasrabudhe—

' That this Board is of opinion that the temple of 'Mari Ai' situated on a small hillock at Worli, should not be demolished or removed, but should be retained on the site, it being the only temple and object of worship and devotion of the Depressed Classes in Bombay.'



Mr. Sahasrabudhe asked for the permission of the House to add the following as para 2 of the proposition :—

‘ That the subject matter of the above proposition be referred to the Improvements Committee for consideration and report.’

The necessary permission was granted.

The motion altered as above stood as follows and was seconded by Mr. Vaidya and on being put to the vote was declared *carried* :—

‘ That this Board is of opinion that the temple of ‘Mari Ai’ situated on a small hillock at Worli, should not be demolished or removed, but should be retained on the site, it being the only temple and object of worship and devotion of the Depressed Classes in Bombay.

No. 76. 2. That the subject matter of the above proposition be referred to the Improvements Committee for consideration and report.’ ”

**Resolution 485.**—Referred to the Land Sub-Committee for consideration and report.

15. Re : Board's Resolution No. 78, dated 12th August 1927, regarding notice of motion, dated 12th May 1927, by Mr. P. G. Sahasrabudhe and 5 others, re : curtailing expenditure to be incurred against amounts sanctioned.

Considered excerpt from the Proceedings of a Meeting of the Trustees for the Improvement of the City of Bombay, held on 12th August 1927 :—

“ In accordance with the notice of motion, it was—

Proposed by Mr. Sahasrabudhe—

‘ That the Improvements Committee be requested to see that no amount is sanctioned or spent during the current year, irrespective of Budget sanction, towards the following items :—

Acquisition of Worli	(Scheme No. 52)
„ Dharavi	„ 56
„ Sewri Wadala	„ 67
„ „ Koliwada	„ 59
Works of Matunga	„ 6
„ Worli	„ 52
„ Sewri Wadala	„ 57

The mover asked for the permission of the House to add the following words after the words ‘towards the following items’ :—

‘ Minus the amounts already spent to date.’

The necessary permission was granted.

The motion altered as above was seconded by Dr. Viegas.

*Amendment*—Proposed by Mr. Arbuthnot, seconded by Dr. Choksy—

“That the Improvements Committee be requested to curtail so far as possible the expenditure to be incurred against the amounts sanctioned during the current year for the following items :—

Acquisition of Worli	(Scheme 52)	
„ Dharavi	„	56
„ Sewri Wadala	„	67
„ „ Koliwada	„	59
Works of Matunga	„	6
„ Worli	„	52
„ Sewri Wadala	„	57

The *amendment* on being put to the vote was declared *carried* and it was carried as a substantive proposition also.”

Proposed by the Chairman :—

“That the Board’s Resolution No. 78, dated 12th August 1927, be recorded and a copy thereof be forwarded to the Chief Officer for information and guidance.”

*First Amendment*—Proposed by Sir Vasantao, seconded by Mr. Hoosenally—

“That the portion of the Resolution relating to the curtailment of expenditure on acquisition in the Dharavi Scheme be referred to the Special Sub-Committee appointed under Committee’s Resolution No. 105, dated 20th July 1926 for consideration and report and the Chief Officer be requested to furnish a report showing how far the expenditure could be curtailed on the remaining items referred to in the Resolution.”

The amendment on being put to the vote was declared carried by 8 against 3 votes and then it became the substantive proposition.

*Second Amendment*.—Proposed by Mr. Thomas, seconded by Mr. Neilson—

“That so much of the Board’s Resolution as relates to the curtailment of the expenditure on acquisition in the Dharavi Scheme be referred to the Special Sub-Committee appointed under Committee’s Resolution No. 105, dated 20th July 1926 for disposal and a copy of the remaining portion of the Board’s Resolution be forwarded to the Chief Officer for information and guidance.”

The *amendment* on being put to the vote was declared *lost*.

The *first amendment* of Sir Vasantao was then put to the vote as a substantive proposition and declared *carried*.

**Resolution 486.**—The portion of the Resolution relating to the curtailment of expenditure on acquisition in the Dharavi Scheme should be referred to the Special Sub-Committee appointed under Committee's Resolution No. 105, dated 20th July 1926, for consideration and report and the Chief Officer be requested to furnish a report showing how far the expenditure could be curtailed on the remaining items referred to in the Resolution.

16. Re : Board's Resolution No. 82, dated 12th August 1927, regarding notice of motion, dated 4th June 1927, by Mr. Dostmahomed G. Khairaz, re : tenders.

( File No. Mis. 502/27 ).

Considered excerpt from the Proceedings of a meeting of the Trustees for the Improvement of the City of Bombay, held on 12th August 1927 :—

" In accordance with the notice of motion, it was—

Proposed by Mr. Khairaz—

'That the Board are strongly of opinion that all tenders should be opened in the presence of Members of the Improvements Committee and not by the Chief Engineer.'

The motion was seconded by Mr. Kisondas M. Ramji.

*First Amendment*—Proposed by Mr. Chandavarkar, seconded by Mr. Parekar—

'That the Board are of opinion that tenders should be opened by a small Sub-Committee to be appointed by the Improvements Committee.'

*Second Amendment*—Proposed by Mr. Arbuthnot, seconded by Dr. Mistry—

'That the subject matter of the proposition be referred to the Improvements Committee for their opinion and report.'

*Third Amendment*—Proposed by Mr. Baman-Behram, seconded by Dr. Balsara—

'That the Board are strongly of opinion that all tenders should be opened by the Chief Officer in the presence of the tenderers who should be given notice to be present at the time to be appointed.'

After the debate had proceeded for a considerable time, Mr. Motivala moved—

'That the question be now put.'

The motion was seconded by Dr. Moses and on being put to the vote was declared *carried*.

After the mover of the original proposition had replied to the debate, the third amendment of Mr. Baman-Behram was put to the vote and declared *carried*.

At this stage Mr. Arbuthnot withdrew his amendment with the permission of the House.

Then the first amendment of Mr. Chandavarkar was put to the vote against Mr. Baman-Behram's amendment which had become the substantive proposition and was declared *lost*.

Mr. Baman-Behram's amendment was put to the vote as a substantive proposition and was declared *carried*."

**Resolution 487.**—The Board's Resolution No. 82, dated 12th August 1927, should be recorded and a copy thereof should be forwarded to the Chief Officer for information and guidance.

17. Re: Board's Resolution No. 83, dated 12th August 1927, regarding notice of motion, dated 4th June 1927, by Mr. Dostmahomed G. Khairaz, re: refusal of tender forms to any person.

Considered excerpt from the Proceedings of a meeting of the Trustees for the Improvement of the City of Bombay, held on 12th August 1927 :—

" In accordance with the notice of motion, it was—

Proposed by Mr. Khairaz—

' That the Board are strongly of opinion that the Chief Engineer shall not refuse tender forms to any person wishing to submit tenders for the requirements of the Trust.'

No. 83.

The motion was seconded by Mr. Mantri and on being put to the vote was declared "carried."

**Resolution 488.**—The Board's Resolution No. 83, dated 12th August 1927, should be recorded and a copy thereof should be forwarded to the Chief Officer for information and guidance.

18. Re: Board's Resolution No. 85 dated 12th August 1927, regarding notice of motion dated 29th June 1927 by Mr. V. N. Chandavarkar re: postponement of action to be taken under Board's Resolution No. 47 dated 13th April 1927 to authorize the Board to appoint Committees.

Considered excerpt from the Proceedings of a meeting of the Trustees for the Improvement of City of Bombay, held on 12th August 1927 :—

" In accordance with the notice of motion, it was—

Proposed by Mr. Chandavarkar—

' That the Board is of opinion that no action be taken on their Resolution No. 47, dated 13th April 1927, for the present, as the question of complete amalgamation of the Trust with the Municipality as contemplated in Section 83 of the Transfer Act, 1925, is under the consideration of the Corporation.'

No. 85.

The motion was seconded by Dr. Viegas, and on being put to the vote was declared "carried."

**Resolution 489.**—That the Board's Resolution No. 85, dated 12th August 1927, should be recorded and a copy thereof should be forwarded to the Chief Officer for information and guidance.

19. Re: Board's Resolution No. 86 dated 12th August 1927 regarding notice of motion dated 1st July 1927 by Mr. Baman-Behram, re: Bombay Time.

Considered excerpt from the Proceedings of a meeting of the Trustees for the Improvement of the City of Bombay, held on the 12th August 1927:—

"In accordance with the notice of motion it was—

Proposed by Mr. Baman-Behram—

'That all clocks in the office of the Bombay Improvement Trust be set to Bombay Time and that the Chief Officer be requested to inform other officers of the Trust that whenever they have to make appointments with parties those appointments should be made by Bombay Time and not by Standard Time.'

The mover asked for the permission of the House to alter the motion as follows :—

'That the Board are of opinion that in view of the Bombay Corporation observing No. 86. Bombay Time, all clocks in the offices of the Bombay Improvement Trust be set to Bombay Time.'

The necessary permission was granted.

The motion altered as above was seconded by Mr. Pupala—

After the debate had proceeded for a considerable time, Mr. Hoosenally moved—

'That the question be now put.'

The motion was seconded by Dr. Palsara and on being put to the vote was declared *carried*.

After the mover of the proposition had replied to the debate, the proposition was put to the vote and declared *carried*."

Proposed by the Chairman:—

"That the Board's Resolution No. 86 dated 12th August 1927 be recorded and a copy thereof be forwarded to the Chief Officer for information and guidance."

*First Amendment*—Proposed by Mr. Neilson, seconded by Mr. Horniman—

"That in deference to the wishes of the Board the clocks in the office be set to Bombay Time but in order to avoid confusion and inconvenience to the members of the Committee all notices of meetings etc. issued by the Secretary be in accordance with Standard Time."

The amendment on being put to the vote was declared *lost* by 5 against 7 votes.

*Second Amendment*.—Proposed by the Hon'ble Sir Phiroze C. Sethna, seconded by Mr. Tairsee—

"That in deference to the wishes of the Board the clocks in the office be set to Bombay Time but in order to avoid inconvenience to the members of the Committee all notices of meetings etc. issued by the Secretary be in accordance with both Bombay and Standard Time."

The amendment on being put to the vote was declared *carried* by 8 against 3 votes and thus became the substantive proposition.

*Third Amendment*—Proposed by Sir Vasantrao, seconded by Mr. Thomas—

"That the Committee are of opinion that, as the members find the change from Standard to Bombay Time inconvenient, the Board should be recommended that Standard Time should be restored for the Trust clocks."

The amendment on being put to the vote was declared *carried* by 9 against 3 votes. It was also carried as a substantive proposition.

**Resolution 490.**—The Committee are of opinion that, as the members find the change from Standard to Bombay Time inconvenient, the Board should be recommended that Standard Time should be restored for the Trust clocks.

20. Re : Notice of motion, dated 19th August 1927, by Mr. W. H. Neilson, O.B.E.

“At the next meeting of the Improvements Committee, I propose to move the following proposition :—

“That in place of the existing seven Sub-Committees, three Sub-Committees namely (1) Finance and Establishment, (2) Works and (3) Land, be appointed.”

In accordance with the notice of motion it was—

Proposed by Mr. Neilson :—

“That in place of the existing five\* Sub-Committees, three Sub-Committees, namely, (1) Finance and Establishment, (2) Works and (3) Land be appointed with effect from the 1st October 1927.”

The motion was seconded by Dr. Viegas and on being put to the vote was declared *carried*.

**Resolution 491.**—Carried.

21. The following documents were executed :—

- (1) *Two debentures* of the Loan of 1913 for Rs. 1,000 in favour of Mr. Sorabjee Eduljee Warden and others in lieu of two cancelled.
- (2) *Lease and counterpart* to Bai Fatmabai widow of Abedin Amiroodin and others re : Case No. 113, Scheme No. 47.
- (3) *License and duplicate* to Mr. Sheriff Dewjee Kanjee permitting user as a school and hostel of the building on plot No. 13 Princess Street Estate.
- (4) *Acceptance of application* by Mr. R. N. Kerrawalla for building lease of plot No. 749, Dadar-Matunga Estate.

22. The following papers were laid on the table—

1. Sale of materials sanctioned by Chief Officer under Section 22(1) of the Act.
2. Tenancy agreements entered into by Chief Officer under Section 22(1) of the Act.
3. Purchase orders sanctioned do. do.
4. Charge receipt of road handed over to the Municipality.

*Note* :—The word “Five” was substituted for the word “Seven” in the original notice and the words “with effect from the 1st October 1927” were added at the end with the permission of the Committee.

# Bombay Improvement Trust.

ESPLANADE ROAD,

Bombay, 30th August 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 3-30 P.M. (B.T.) there were—

PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman.*
  2. SIR VASANTRAO ANANDRAO DABHOLKAR, K.T., C.B.E.
  3. DR. ACCACIO G. VIEGAS, L.M. & S.
  4. MR. L. R. TAIRSEE.
  5. MR. S. L. SILAM, B.A., LL.B.
  6. MR. B. G. HORNIMAN.
  7. MR. NAOROJI M. DUMASIA.
  8. MR. HOOSENALLY M. RAHIMTOOLA, B.A.
  9. MR. S. B. BILLIMORIA, M.B.E.
  10. MR. R. D. BELL, C.I.E., I.C.S.
  11. MR. W. H. NEILSON, O.B.E.
  12. MR. G. A. THOMAS, C.I.E., I.C.S.
  13. MR. GANPAT KRISHNAJI BORADE.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER,  
MR. J. T. BURGE, F.S.I., AG. CHIEF OFFICER AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meeting held on 23rd August 1927, were signed.

1. The following two items were considered as urgent business with the permission of the Committee :—

Proposed by the Chairman, seconded by Sir Vasantao—

“That the Chief Officer be requested to report whether there are any unauthorized buffalo stables on the following estates :—

Sewri-Wadala, and Schemes 5, 6 and 60 ;

How many plots he has let out for temporary Buffalo Sheds and to report if any lessee who has taken the lease of plot for a temporary structure has changed the user and turned it into a buffalo stable.”

Resolution 492.—Carried. \_\_\_\_\_

2. Re : Establishment—Engineer's Department—Mr. A. N. Walker, Deputy Engineer—  
leave to—extension of.

Considered the following letter, No. 8606, dated 29th August 1927, from the Engineer :—

"I have the honour to forward herewith with reference to the Improvements Committee's Resolution No. 24, dated 11th January 1927, a copy of a cable, dated 27th August 1927, received from Mr. A. N. Walker asking for an extension for 28 days' leave from 19th October 1927, owing to urgent private affairs. This leave is due and I would recommend that it should be granted."

*Copy of Cable*

	Date.	Hour.	Minute.	
Handed in at (Office of origin)	... 27	11	25	Service Instruction Eastern.

Treng—Bombay—

Request extension November Fifteenth urgent family affairs corresponding passage obtained reply Wesleyan Manchester.

—Walker.

**Resolution 493.**—The extension of the leave by 28 days is granted.

3. Re : Dadar-Matunga Estate—Plots Nos. 782-785, to be leased to the Parsi Panchayet.

Considered Report No. 3 of the Land Sub-Committee, dated 24th August 1927 :—

"We have considered the question of the lifting of the covenant restricting the rents to be charged for the buildings on the above plots to a net 6% per annum on the capital outlay, after discussing the matter with Mr. M. P. Khareghat, a Trustee of the Parsi Panchayet Funds and properties, and recommend that the restrictive covenant should not be lifted, as the same has been retained in the case of all the Zoroastrian Society's plots, which originally included the above plots, now taken up by the Parsi Panchayet on the same terms and conditions."

**Resolution 494.**—The Report No. 3, dated the 24th August 1927, of the Land Sub-Committee is approved and adopted.

4. Re : Reduction in the number of permanent Sub-Committees.

Considered Chief Officer's note, dated 25th August 1927 :—

"The Committee by their Resolution No. 491, dated the 23rd August 1927, resolved that the number of permanent Sub-Committees should be reduced from 5 to 3, which will necessitate the work of Plans Sub-Committee being performed by the Works Sub-Committee, and that of the Improvements Sub-Committee by the Land Sub-Committee.

2. It is therefore proposed that the Finance and Establishment Sub-Committee consisting of 9 members shall remain as at present constituted, and that the newly constituted Works and Land Sub-Committee shall each consist of 9 members, on the principle that no member shall be on more than 2 Sub-Committees (except the Chairman) and that each member, as far as possible, shall deal with the same class of work as at present.

The fixing of the number of members on each Sub-Committee at 9 is recommended, as it is a convenient number necessitating a quorum of 6 only.



3. The following proposals are therefore put forward for the Committee's consideration :—

<i>Finance and Establishment Sub-Committee.</i>	<i>Works Sub-Committee.</i>	<i>Land Sub-Committee.</i>
1. The Chairman.	1. The Chairman.	1. The Chairman.
2. Sir Vasantao A. Dabholkar.	2. Sir Vasantao A. Dabholkar.	2. Sir Reginald Spence.
3. S. B. Billimoria.	3. The Hon'ble Sir Phiroze C. Sethna.	3. Dr. A. G. Viegas.
4. Sir Reginald Spence.	4. Mr. Hoosenally M. Rahimtoola.	4. Mr. S. L. Silam.
5. Mr. S. D. Saklatvala.	5. Mr. S. L. Silam.	5. Mr. R. D. Bell.
6. Dr. A. G. Viegas.	6. Mr. N. M. Dumasia.	6. Mr. G. K. Borade.
7. Mr. Hoosenally M. Rahimtoola.	7. Mr. W. H. Neilson.	7. Mr. B. G. Horniman.
8. The Hon'ble Sir Phiroze C. Sethna.	8. Mr. L. R. Tairsee.	8. Mr. K. F. Nariman.
9. Mr. N. M. Dumasia.	9. Mr. Mirza Ali M. Khan.	9. Mr. L. R. Tairsee.

4. It is suggested that the two Special Sub-Committees should remain as at present constituted."

Mr. Neilson observed that his idea in suggesting the reduction in the number of Sub-Committees to three was that every member should serve on one Sub-Committee only except the Chairman and that the object would be achieved by having 7, 7 and 6 members for the respective Sub-Committees.

This principle was generally agreed to and the Chief Officer was requested to put up fresh proposals for the appointment of Sub-Committees on those lines.

**Resolution 495.**—Consideration should be postponed.

#5.

Re: Tenders for Printing.

Considered the following :—

(a) Engineer's No. 8295, dated 19th August 1927 :—

"With reference to this office No. 7507, dated 28th July 1927, I have the honour to inform you that out of the 19 copies of Tender forms sold, only 15 sent in their quotations.

A comparative statement showing the rates quoted by each Tenderer accompanies.

The quotations of Messrs. The Albion Printing Press are the lowest both severally for each Department and collectively.

The Albion Printing Press did work for this Department during the years 1918, 1919 and 1920 and there was nothing to complain about their work. They are borne on the list of approved Printers from the Estate Agent's Department.

Orders are therefore solicited in the matter. 15 tenders in original accompany.

The Modern Printing Press brought in their tender after the prescribed time and it was therefore not accepted by me. This was given to me on 10th August 1927, by the Chief Officer for re-submitting it unopened for consideration along with other tenders. The same (a sealed cover) is also therefore forwarded herewith."

Comparative Statement of Tenders for 'Printing' received on 8th August 1927.

No.	Name of tenderer.	Total of quotations as tendered for.			Grand Total.	Remarks.
		Engineer's Department.	Secretary's Department.	Estate Agent's Department.		
		Rs. as. p.	Rs. as. p.	Rs. as. p.	Rs. as. p.	
1	Messrs. J. V. Navlakhi and Co. ...	1,119 0 0	1,447 8 0	4,669 0 0	7,235 8 0	Though rates per unit have been quoted they do not agree with the quotation given per lot. Have <i>not quoted</i> for items Nos. 5, 6, 7 and 9 from Secretary's Department.
2	„ The Karnatak Printing Press	885 10 7	1,282 12 7	3,029 9 4	5,198 0 6	Have <i>not quoted</i> for items Nos. 12 to 20 and 54 from Estate Agent's list.
3	„ The Soona Printing Press ...	740 4 3	1,255 10 11	3,087 6 0	5,083 5 2	Have <i>not quoted</i> for item No. 2 from Engineer's list.
4	„ The Reliance Agency, Ltd. ...	731 4 0	1,050 8 0	3,243 0 0	5,024 12 0	Rates quoted are per 'lot'. Have <i>not quoted</i> for items 7, 16 and 54 from Estate Agent's list.
5	„ Duftur Ashkara Press ...	789 10 0	1,136 13 6	2,907 14 0	4,834 5 6	Have <i>not quoted</i> for item No. 54 from Estate Agent's list.
6	„ The Premier Art Printing Press	1,617 12 0	2,071 15 4	6,734 8 0	10,424 3 4	
7	„ The Ajinkya Printing Press ...	1,305 8 0	1,612 2 0	4,067 0 0	6,984 10 0	

Comparative Statement of Tenders for 'Printing' received on 8th August 1927—*contd.*

No.	Name of Tenderer.	Total of quotations as tendered for.			Grand Total.	Remarks.
		Engineer's Department.	Secretary's Department.	Estate Agent's Department.		
		Rs. as. p.	Rs. as. p.	Rs. as. p.	Rs. as. p.	
8	Messrs. The Times Press ... ..	1,192 7 8	1,569 5 3	4,251 10 6	6,663 7 5*	Have made remarks, <i>re</i> : particulars of 'Binding.' Quotations are subject to the full quantity of each item being ordered at one time when required. Allow discount of 5 per cent. if contract for all the 3 Departments, is given to them.  *The total of the figures for the 3 Departments put together is Rs 7,013-7-5. Deducting from this 5 per cent. for commission for comparison with other figures the net amount would be Rs. 6,663-7-5, and so this figure has been put.
9	„ The Anglo-Persian Printing Press.	869 15 0	1,559 10 6	4,086 15 0	6,516 8 6	For a few items for the Secretary's Department have quoted lump sum for each item and not per unit.
10	„ The British India Press ...	938 13 6	1,333 14 8	3,617 1 0	5,889 13 2	
11	„ The Commercial Printing Press	679 0 0	1,360 8 0	2,832 8 0	4,872 0 0	Have sent in samples of paper but it has not been stated for which item they refer to. Have not quoted rates item by item but have put in figures in the amount column.
12	„ The Satya Mitra Press ...	751 8 6	1,132 15 8	2,967 4 0	4,851 12 2	

Comparative Statement of Tenders for 'Printing' received on 8th August 1927—concl'd.

Name of Tenderer.	Total of Quotations as tendered for.			Grand Total.	Remarks.
	Engineer's Department.	Secretary's Department.	Estate Agent's Department.		
	Rs. as. p.	Rs. as. p.	Rs. as. p.	Rs. as. p.	
Messrs. The Allan Printing Press ...	759 4 0	1,248 13 6	2,856 3 0	4,782 4 6*	*The total of the 3 figures for the 3 Departments comes to Rs. 4,864-4-6, but the Printer's allow 2 per cent. on amounts for the Secretary's and Estate Agent's Departments, which amounts to Rs. 82. Deducting this from the total Rs. 4,782-4-6 is arrived at and this is taken for the sake of comparison. Rate per unit for item No. 31 from Secretary's list has not been given but the amount is given. This does not affect the total.
„ The Advocate of India Press ...	779 6 7	1,013 13 9	2,926 7 2	4,719 11 6	
„ The Albion Printing Press ...	526 0 4	1,004 13 0	2,773 10 10	4,304 8 2	

The rates quoted by Messrs. The Albion Printing Press are the lowest both severally for each Department and collectively.

They did work for the Engineer's Department during the years 1918, 1919 and 1920. Their name was included in the list forwarded to this Department the Estate Agent's Office.

## (b) Chief Officer's note, dated 26th August 1927 :—

"With reference to the last para of the Engineer's letter, I beg to state that a letter has been received from the Modern Printing Works complaining that if the cheque for Rs. 50 on account of the deposit had not been refused by the Chief Accountant's Office, they would have been in time for the tender. A copy of the letter is printed below. From enquiries I find that the cheque presented was not drawn by the Modern Printing Works in favour of the Trust but it was drawn by somebody in favour of the Modern Printing Works and for this reason it was not accepted and the representative was advised to pay the deposit in cash."

## THE MODERN PRINTING WORKS.

20, Dantad Cross Lane, Khaduck

Mandvi Post No. 3.

Bombay, 9th August 1927.

The Chief Officer,  
The Bombay Improvement Trust,  
Bombay.

Sir,

We have to address you as under :—

We received a letter No. 7625 of the 29th ultimo from Bombay Improvement Trust, Engineer's Office, Matunga, in which we were required to submit our tender for Printing etc.

In pursuance thereof we sent our representative with the Tender and a Cheque for Rs. 50 being the amount of deposit in respect thereof to your Office yesterday at 11-30 a.m. (S.T.).

Your Cashier as a matter of fact declined to accept the cheque on question and insisted upon having cash payment. Our representative therefore went to the bank to have the said cheque cashed. On receipt of the payment from the bank he again went to your Cashier at 1-45 p.m. and paid in the amount of Rs. 50 covered by the said cheque. As a matter of fact he had to wait there for more than half an hour as the cashier was not there at the time he reached your office.

Immediately on receipt of the Official receipt from your Cashier after the detention he ran up to Matunga to deliver the tender in question, but unfortunately he reached there at five minutes past three, that is he was late by 5 minutes. The Tender was sent in, but the Engineer declined to accept the delivery thereof and stated on the envelope "Too late" Time 3-12.

We have therefore to submit that under the circumstances as mentioned above we were unfortunately late. The cause of our being late was altogether accidental. If the payment of the deposit by cheque had been accepted by your cashier, this difficulty would not have arisen. In that case our representative would have reached Matunga in time.

We have therefore to request you to reconsider the same and instruct the Engineer, Matunga, to accept the delivery of our tender.

Mr. Hoosenally enquired whether the work would be done cheaper by giving annual contracts than under the former procedure of getting the work done piecemeal. The Chief Officer stated that it was not possible to give the information then but promised that he would furnish the information later.

**Resolution 496.**—The tender by Messrs. the Albion Printing Press is accepted and the unopened tender of the Modern Printing Works should be returned.

6. Re : Balance Sheet as on 31st March 1926.

(Cir. No. 156/1927).

**Resolution 497.**—The Balance Sheet as on the 31st March 1926, should be recorded and a copy thereof forwarded to Government and to the President of the Board.

7. Re : Report of Financial Transactions in July 1927.

Considered the following :—

(a) Excerpt from the proceedings of the Improvements Committee's meeting held on 23rd August 1927, containing their Resolution 478 of that date :—

“ Considered Chief Accountant's note, dated 17th August 1927 :—

*Fixed deposits* :—Deposits aggregating Rupees Seven lakhs which matured on 1st July 1927, were credited to current account to meet payment of interest on loans.

*Investment—Sinking Fund moneys* :—Bombay Improvement Trust debentures of the nominal value of Rs. 3,37,500 (Rs. 2,61,000 of 4½% loan and Rs. 76,500 of 5% loan) were transferred (at par) from general investment account to sinking fund investment account.

*Sale of Securities in the Provident Fund investment account* :—3½% Government Promissory Notes of the nominal value of Rs. 32,100 were sold (and taken over as Board's investment) to meet payments of Messrs. K. N. Griffiths and R. R. Wadia.

RESOLUTION 478.—Consideration postponed to the next meeting.”

(b) Chief Officer's note, dated 25th August 1927 :—

“When the above matter was discussed in the Committee Meeting on 23rd August 1927, a question was raised by Dr. Viegas, re : the rate at which the 3½% Government Promissory notes for Rs. 32,100 (face value) were sold for payment of provident fund to two men.

These notes were not actually sold but they were transferred at their cost price (*viz.* Rs. 31,444) from the Provident Fund Investment account to the General Investment account. It is regretted that the word “Sale” was inadvertently used for “transfer”.

2. Another question was raised by Mr. Tairsee in connection with the investment of the Sinking fund money, as to why the Trust debentures were transferred *at par* instead of their market value.

The debentures for Rs. 26,000/- are the debentures of the Government of India advances which were redeemed from the Government *at par* for being placed in the sinking fund as per arrangement sanctioned in T. R. No. 7 dated 17th May 1926.

The other loan of Rs. 76,500 referred to is a part of the Rs. 40 lakhs loan redeemed from the Bank of India and the interest on which was reduced from 6% to 5% vide T. R. No. 28 dated 21st October 1926. This loan on redemption was adjusted on the books at par and therefore the transfer to the Sinking Fund Investment account has also been made *at par*.”

**Resolution 498.**—The matter should be referred to the Finance and Establishment Sub-Committee for consideration and report and Mr. Tairsee be requested to attend the Sub-Committee meeting.

8. Re : Pension-Treatment of temporary service of the Establishment under the Land Acquisition Officer for the City of Bombay as qualifying for—

Considered Chief Officer's note, dated 23rd August 1927 :—

“In 1901 certain staff on temporary establishment was sanctioned for the Special Collector's Office, the cost of which was borne by the Trust..

In 1906 the sanction of Government was applied for, to make the establishment permanent with retrospective effect *i. e.* from 1901. The Board was thereupon asked if they would be willing to pay leave and pension contribution on account of the establishment. The Board agreed to pay leave and pension contribution and the Local Government made the establishment permanent from 1st January 1907 and applied for the sanction of the Government of India to make the establishment permanent from 1901 and to allow the Local Government to accept arrears of leave and pension contribution from 1901. The Government of India did not allow the Local Government to accept leave and pension contribution in arrears from 1901. The Establishment, therefore, became permanent from 1st January 1907 and the Board paid leave and pension contribution from that date.

Under the provisions of the Civil Service Regulations an Officer transferred from a temporary to a permanent appointment can count his service in the temporary office towards pension, if, though at first created temporarily, it eventually becomes permanent. Under this rule the staff of the Land Acquisition Officer has petitioned to Government to treat their service prior to 1st January 1907 as permanent for the purposes of pension. The Land Acquisition Officer first referred the petition to the Accountant General for opinion. The Accountant General stated that in view of the fact that the Government of India did not allow the Local Government to accept the arrears of leave and pension contribution, although the Trust was willing to bear the charge, service in the temporary establishment will not count for pension except with the specific orders of the Government of India. The Accountant General however, suggested that the Local Government may be asked to allow the staff to count their previous temporary service and combine it with their subsequent permanent service, the Trust being made liable to bear the proportionate share of pension in each case. The Land Acquisition Officer thereupon wrote to the Local Government in terms of the suggestion made by the Accountant General and the Local Government asks whether the Trust is prepared to bear the proportionate share of the pension in case the establishment is permitted to count the temporary service for pension.

At present the establishment of the Land Acquisition Officer is as follows :—

1. Mr. Nariman (Personal Assistant to the Land Acquisition Officer).
2. Mr. Joga. (Head Clerk).
3. Mr. Kelkar (Accountant & Cashier).
4. Mr. Hajirnis (Clerk).
5. Mr. Rane (2nd Surveyor).
6. Gopal (Havildar).
7. Ramchandra (Naik).
8. Krishna (Peon, 1st Grade).

and the proportionate share of the pension will be as under :—

1. Mr. Nariman	...	...	...	Rs. 17	7	6	per month.
2. „ Joga	...	...	...	„	9	12	7
3. „ Kelkar	...	...	...	„	2	8	8
4. „ Hajirnis	...	...	...	„	1	11	0
5. „ Rane	...	...	...	„	0	5	4
6. „ Gopal	...	...	...	„	0	5	8
7. Ramchandra	...	...	...	„	0	6	1
8. Krishna	...	...	...	„	0	0	6

The proportionate share of pension has been calculated in the case of superior servants on the assumption that each man will retire on attaining the age of 55 and in the case

of menial staff on the assumption that each man will retire on completion of 30 years of service. The figures shown above are thus very approximate. On the basis of the above assumption, the Trust will have to pay the proportionate pension after the dates shown below against each man and not all at once :—

1. Mr. Nariman	after December 1929.
2. „ Joga	„ October 1937.
3. „ Kelkar	„ December 1934.
4. „ Hajirnis	„ December 1937.
5. „ Rane	„ December. 1935.
6. Gopal	„ August 1932.
7. Ramchandra	„ August 1932.
8. Krishna	„ September 1936.

The orders of the Committee are requested as to whether the payment of proportionate share of pension may be agreed to. It is recommended that the Trust agree to pay the proportionate share of pension in view of the fact that in past the Board were willing to pay the arrears of pension and leave contribution.”

**Resolution 499.**—The matter should be referred to the Finance and Establishment Sub-Committee for consideration and report.

9. Re: Establishment—Engineer's Department—Sub-Engineer—Mr. L. C. Murphly application for leave & for grant of Trustees' Contribution with permission to take up outside employment during leave & to retire on expiry of the leave.

Considered Chief Officer's note, dated 26th August 1927 :—

“Mr. L. C. Murphly, Sub-Engineer on Permanent Establishment under the Engineer on Rs. 400/- in the grade of Rs. 250-25-400 and in charge of Asphalt plant has applied, for privilege leave for 4 months combined with furlough for 1 month & 1 day i. e. in all 5 months and 1 day from 1st September 1927 with permission to retire on expiry of the leave *i.e.*, from 2nd February 1928 and for the grant of Trustees' Contribution standing to his credit in the Provident Fund Account. He has also applied for permission to take up outside employment during leave.

Mr. Murphly joined the Trust service on permanent Establishment on 1st October 1919 and the leave applied for is admissible to him.

The application has been recommended by the Engineer and requires to be sanctioned by the Committee.”

**Resolution 500.**—Sanction is accorded to the grant to Mr. Murphly of—

- 8
- (1) Privilege leave for 4 months combined with furlough for 1 month and 1 day from 1st September 1927, preparatory to retirement from the Trust Service, and of the Provident Fund (including Trustees' contribution) standing to his credit, and
  - (2) permission to take up outside employment during leave.
2. The post of Sub-Engineer held by Mr. Murphly should be abolished as from the 2nd February 1928.

Consd  
“In 19  
Collector's Office



10. Re : Establishment—Engineer's Department—Dr. Mudliar Medical Officer—  
Conveyance Allowance to.

Considered Chief Officer's note, dated 26th August 1927 :—

"The Engineer states that Dr. Mudliar is the only Medical Officer now and that he has to look after the dispensaries in Sion labour camp and Sewri Quarry camp and in addition he has to look after the sanitation of the Labour camp in Scheme 60, asphalt, Worli and other Schemes where maintenance staff has to be kept, whenever required. Thus he has to do a lot of travelling and sometimes he is suddenly called upon to attend accidents and emergency cases from the different Schemes. The Engineer therefore recommends and I concur that a conveyance allowance of Rs. 50 per month for maintaining a motor bicycle should be granted to Dr. Mudliar."

Proposed by the Chairman—

"That the grant to Dr. Mudliar of a conveyance allowance of Rs. 50 per month for maintaining a motor bicycle with effect from the 1st September 1927 be sanctioned and the Schedule of Establishment amended accordingly."

*Amendment*—Proposed by Sir Vasantrao, seconded by Mr. Borade—

"That the matter be referred to the Finance & Establishment Sub-Committee for consideration and report."

The amendment on being put to the vote was declared *lost* by 5 to 7.

The original proposition was then put to the vote and declared *carried*.

**Resolution 501.**—The grant to Dr. Mudliar of a conveyance allowance of Rs. 50 per month for maintaining a motor bicycle with effect from the 1st September 1927 is sanctioned.

2. The Schedule of Establishment should be amended accordingly.

11. Re : Police Headquarters at Naigaum-Playground—acquiring additional land for.

Considered Chief Officer's note, dated 26th August 1927 :—

"The Committee by their Resolution No. 263, dated the 10th May 1927, agreed that Government should be informed that the Committee will be prepared to advise the Board to agree to the Second Police Accommodation Scheme at Naigaum being altered by the inclusion of an additional area of about 8711 sq. yds. of land at a rate of Rs. 16/- per sq. yd. plus a lump sum of Rs. 13,420/- being the cost of additional drainage work. This additional area was required by the Police Commissioner for a second play-ground.

(2) Government were informed accordingly, and a copy of the Secretary to Government's reply dated the 25th August 1927 is forwarded herewith, in which it is stated that owing to the additional drain on the finances of Government resulting from the floods in Gujerat, it will be difficult to provide funds for the purchase of the land at once, and Government therefore request the Committee not to sell the land to anyone else without previously informing Government of the offer received, on the understanding that Government will purchase the land as soon as they can arrange to provide the funds.

(3) Government are mistaken in thinking that they will have to pay cash for the purchase of this land. The area will be included in the Police Accommodation Scheme as a whole, and when the same has been entirely completed, Government will pay the total cost of the same in the form of a lease rent spread over a term of 60 years.

(4) It is proposed to inform Government accordingly, but as they may perhaps be unwilling to commit themselves to any addition to this Scheme at the present time, I see no objection to granting Government's request that the Committee will not part with this land to anybody else without first informing Government.

It is considered unlikely, however, that any other offers will be received for this land for some time."

*Copy of letter No. 1582/2-D., dated 25th August 1922, from the Secretary to the Government of Bombay, Home Department—*

"With reference to the correspondence ending with Mr. Delves' letter No. Mis. 90/27, dated the 17th May 1927, regarding the acquisition of an additional plot for a second playground for police officers and men living in the second Naigaum Police Accommodation Scheme, I am directed by the Governor in Council to inform you that owing to the additional drain on the finances of Government resulting from the floods in Gujerat, it will be very difficult to provide funds, even from loans, for the purchase of the land at once. I am, accordingly, to request that you will be so good as to move the Improvement Trust not to sell the land to anyone else without previously informing Government of the offer received, on the understanding that Government will purchase the land as soon as they can arrange to provide the funds."

**Resolution 502.**—The Government should be informed that the Committee will not part with the land in question without first informing them.

12. Re : Notice of motion, dated 23rd August 1927, by Mr. Hoosenally M. Rahimtoola, B.A.

In accordance with the notice of motion, it was—

Proposed by Mr. Hoosenally—

"That the Chief Officer be requested to report—

(1) Whether it is a fact that the Worli Road is getting cracked, and

(2) if so, to state the causes for the same, and

\* (3) What expenditure was incurred on filling in the cracks with cement and tar"

The motion was seconded by Sir Vasantao—

**Resolution 503.**—Carried.

\* The following words were suggested as a rider by Sir Vasantao, which were accepted by Mr. Hoosenally—

'(3) What expenditure was incurred on filling in the cracks with cement and tar.'

13. Re : Notice of motion, dated 23rd August 1927, by Mr. Hoosenally  
M. Rahimtoola, B.A.

In accordance with the notice of motion, it was—

Proposed by Mr. Hoosenally—

“That the Chief Officer be requested to report in what respects the making of the asphalted Roads by the Trust differs from that by the Municipality and whether it would not be advisable to adopt the same method and the same standard by both the bodies.”

The motion was seconded by Sir Vasantao.

**Resolution 504.**—Carried.

14. Re : Notice of motion, dated 23rd August 1927, by Mr. Hoosenally  
M. Rahimtoola, B.A.

In accordance with the notice of motion, it was—

Proposed by Mr. Hoosenally—

“That the Chief Officer be requested to expedite his report on the Committee's Resolution No. 175 dated 2nd September 1926 regarding the condition of Parel Road and he be requested to report whether the same conditions prevail on the whole length of the Road from J. J. Hospital upto Matunga.”

The motion was seconded by Sir Vasantao.

**Resolution 505.**—Carried.

15. The following documents were executed :—

(1) *Debentures Loan of 1903*—

- (i) One debenture for Rs. 500 in favour of Mrs. Shardagavri Divan and another in lieu of one cancelled.
- (ii) One debenture for Rs. 500 in favour of Mrs. Kusumgavri Setalvad and another in lieu of one cancelled.
- (iii) One debenture for Rs. 500 in favour of Mrs. Padmavati M. Thakor in lieu of one cancelled.

(2) *Lease and Counterpart to*—

- (i) Bai Khurshedbai Shehriar Irani, *re* : plot No. 33, Chaupati West Estate.
- (ii) Mr. Virji Teju, *re* : plot No. 48, Lalbaug Estate.
- (iii) Mr. Virji Teju, *re* : plot No. 49, Lalbaug Estate.
- (iv) Mr. Virji Teju, *re* : plot No. 50, Lalbaug Estate.

(3) *Agreement with Mrs. Albertina Pais for building lease of plot No. 753, Dadar-Matunga Estate.*

(4) *Agreement with Mr. Habib Bavasahib in respect of Temporary Occupancy of Cases Nos. 4 and 6 in Scheme 60, Naigaum Street Scheme.*

# Bombay Improvement Trust.

ESPLANADE ROAD,

*Bombay, 6th September 1927.*

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 3-30 P.M. (B.T.) there were—

PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman,*
  2. SIR VASANTRAO ANANDRAO DABHOLKAR, K.T., C.B.E.
  3. DR. ACCACIO G. VIEGAS, L.M. & S.
  4. MR. L. R. TAIRSEE.
  5. MR. S. L. SILAM, B.A., LL.B.
  6. MR. B. G. HORNIMAN.
  7. MR. HOOSENALLY M. RAHIMTOOLA, B.A.
  8. SIR REGINALD SPENCE, K.T.
  9. MR. S. B. BILLIMORIA, M.B.E.
  10. MR. W. H. NEILSON, O.B.E.
  11. MR. GANPAT KRISHNAJI BORADE.
- MR. J. T. BURGE, F.S.I., AG. CHIEF OFFICER AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meeting, held on 30th August 1927, were signed.

1. The following item was considered as urgent business with the permission of the Committee :—

Re : Loan of 1927-28.

Considered the following :—

(a) Government Resolution, Finance Department, No. 2804, dated 1st September 1927 :—

“Letter from the Secretary and Chief Accountant, Bombay Improvement Trust, No. B. K. 223-27, dated 9th August 1927 :—

‘In the Budget Estimate of income and expenditure of the Board for the current official year, provision has been made for the raising of a loan of Rs. 25 lakhs.

2. The Board have recently considered their financial position and find that with due regard to their probable requirements and the available cash balance it will be necessary to raise a loan in the current year of Rs. 25 lakhs.

3. The loan is required to carry out the operations of the Trust.

4. The outstanding debt of the Trust at the close of the year 1926-27 aggregates Rs. 15.49 lakhs (Rupees fifteen crores forty-nine lakhs) and the annual charges amount to about Rs. 91 lakhs.

5. The security for the loan is the Improvement Trust Estates backed by the guarantee contained in Section 95 of the Act.

6. The accounts of the revenue and expenditure of the Board under the General Account for the years 1924-25, 1925-26 and 1926-27 (preliminary figures) are given below :—

(Figures in lakhs and decimals.)

Year.	RECEIPTS.					EXPENDITURE.					Net deficit.
	Rent.	Municipal contribution.	Interest on investments.	Miscellaneous.	Total.	Maintenance.	Municipal Taxes.	Interest & Sinking Fund.	Miscellaneous.	Total.	
1924-25	50.5	20.2	6.4	0.4	77.5	9.0	4.4	80.6	0.6	94.6	17.1
1925-26	48.7	22.3	6.8	0.2	78.0	8.6	3.4	*93.7	0.2	105.9	27.9
1926-27	49.4	22.4	7.6	3.2	82.6	7.1	3.6	90.5	0.2	101.4	18.8
(Preliminary Figures.)											

\*16 months' interest on Government loans paid in this year.

7. A copy of the Budget Estimates for 1927-28 together with the Chief Officer's note on the financial position of the Trust is herewith forwarded from which it will be seen that the deficit on the General Account is much less than the deficit anticipated in the Forecast, a copy of which was forwarded to Government, General Department, with this Office No. 411/23, dated 12th November 1923.

8. With regard to terms on, the manner in and the time at which the loan should be raised, the Board have decided—

- (1) that the rate of interest payable on the loan be fixed at 4% per annum.
- (2) that the minimum issue price be fixed at Rs. 84 per cent.
- (3) that the period of the loan be 43 years, the Board reserving the right to redeem it at the end of 33 years or at the end of any subsequent year on giving 6 months' notice.
- (4) that the Sinking Fund be calculated at the rate of 3½ per cent.
- (5) that the loan be raised after the Government have raised their loan.
- (6) that tenders be invited from the public.

9. I am to request the early sanction of the Government to the raising of the loan in the open market on the terms stated above under Section 69 of the City of Bombay Improvement Trust Transfer Act, 1925, and to the attached draft debenture form under Section 73 of the Act.'

RESOLUTION.—Sanction is accorded to the raising by the Bombay Improvement Trust of a loan of 25 lakhs on the terms and conditions mentioned in their letter No. B. K. 223/27, dated 9th August 1927.

2. The attached draft debenture form is approved."

*Accompaniment to Government Resolution, Finance Department, No. 2804, dated 1st September 1927.*

**"THE TRUSTEES FOR THE IMPROVEMENT OF THE CITY OF BOMBAY.**

The.....1927.

By virtue of "The City of Bombay Improvement Trust Transfer Act, 1925", We the Trustees for the Improvement of the City of Bombay, in consideration of the sum of Rs.....paid to us by.....promise to pay to the said.....or order, the said sum of Rupees..... on and after the.....day of.....one thousand nine-hundred and seventy or on and after such earlier date as may be fixed in the event of the exercise of the option hereinafter contained and in the meantime until such payment to pay interest thereon at the rate of four per centum per annum payable by equal half yearly payments on demand at the Imperial Bank of India, Bombay on every.....day of.....and.....day of..... in each year the first of such half-yearly payments to be made on the.....day of.....next, but no interest will accrue after the.....day of.....one thousand nine hundred and seventy or in the event of our exercising our option such earlier date as aforesaid. We may at any time on or after the.....day of.....one thousand nine hundred and sixty by a notification published in the Bombay Government Gazette give notice of our intention to pay off this debenture and upon the expiration of six calendar months from the date of such publication the principal moneys hereby secured shall become payable.

Given under our Common Seal this.....day of.....one thousand nine hundred and twenty-seven.

..... } Signature of two  
 ..... } members of the  
 ..... } Committee.

*Chief Officer.*

This debenture is transferable by endorsement."

**(b) Chief Officer's note, dated 5th September 1927:—**

"1. Government have now sanctioned the raising of the loan of Rs. 25 lakhs bearing interest at 4% and repayable at the option of the Board at the end of 33 years or at any time thereafter within 43 years from the date of issue.

2. The Board have authorised the Committee to fix the rate of issue to invite tenders from the public and to accept offers.

3. It is now necessary to settle the following details:—

(a) The date on which offers should be received. Brokers advise that the loan be issued as early as possible. It is, therefore, proposed to fix the 4th October 1927 as the date of issue.

(b) It is suggested that 5% of the amount tendered for should be deposited on application, the balance being paid on or before the 31st December 1927.

(c) The Brokers advise that 4% interest should be paid from the date of payment in full to 31st December 1927 at the time of issue of debentures.

(d) Interest will be payable in Bombay or in Calcutta on the 1st day of July and the 1st day of January.

(e) It is suggested that the Finance & Establishment Sub-Committee should meet on the 4th October 1927 to consider offers and should report thereon to the Committee at a meeting to be held that day.

(f) It is suggested that brokerage should be paid at  $\frac{1}{8}$ th per cent. to recognized bankers and brokers on allotments made in respect of applications bearing their stamp.

(g) It is suggested that the attached Loan Notification should be published in the newspapers noted below on two occasions :—

#### Local

1. The Times of India.
2. The Bombay Chronicle.
3. The Indian National Herald.
4. The Indian Daily Mail.
5. The Bombay Government Gazette.
6. The Bombay Samachar.
7. The Jame Jamshed.
8. The Sanj Vartman.
9. The Praja Mitra & Parsee.
10. The Dnyan Prakash.
11. The Nava Kal.
12. The Akhbar-e-Islam.

#### Mofussil

13. The Pioneer.
14. The Civil & Military Gazette.
15. The Capital.
16. The Statesman.
17. The Englishman.
18. The Madras Mail.
19. The Sind Official Gazette.

### LOAN NOTIFICATION.

**Issue of Rupees TWENTY-FIVE lakhs FOUR per cent. debentures guaranteed by Government under Section 95 of the City of Bombay Improvement Trust Transfer Act, 1925, repayable, 1960-70.**

1. With the sanction of Government and under the provisions of Sections 68 to 76 of the City of Bombay Improvement Trust Transfer Act, 1925, the Trustees for the Improvement of the City of Bombay hereby invite tenders for Rs. 25 lakhs bearing interest at 4 per cent. per annum repayable *at par* at Bombay on 4th October 1970, but the Trustees reserve the power to repay *at par* at any time after 4th October 1960, on giving 6 months' notice in the Bombay Government Gazette of their intention to do so. It is not the intention of the Board to issue any further debenture loan during the current financial year.

2. Under Section 20(d) of the Indian Trusts Act, 1882, as amended by Act III of 1908, Trust moneys can be invested in debentures issued by the Board.

3. Tenders for the whole or any portion of the above loan will be received by the Chief Officer up to 12 o'clock (noon) Bombay Time on the

4th October 1927. Tenders must be for sums of Rs. 500 or multiples of Rs. 500.

4. Each tender must be addressed to the Chief Officer, Bombay Improvement Trust, enclosed in a sealed cover superscribed "Tender for the 4% Debenture Loan of Rs. 25 lakhs" and deposited with the Chief Accountant of the Improvement Trust.

5. The rate at which each tender is made must be specified in Rupees or Rupees and Annas, it must not contain a fraction of an anna. If a rate containing a fraction of an anna is inserted in any tender, such fractions will be struck out and the tender treated as if the rate did not contain such fraction of an anna.

6. The Board do not bind themselves to accept the highest or any tender or tenders and further reserve to themselves the right to accept the whole, or such portion only, as they may think proper, of any sum tendered for.

7. Tenderers whose tenders are accepted will have to pay into the Imperial Bank of India, Bombay, the whole amount of tender not later than the 31st December 1927.

8. In the event of the loan being oversubscribed, the amount allotted at the lowest rate at which tenders are accepted, will be divided amongst those who have tendered at this rate in proportion as nearly as may be found convenient to the amounts of the tenders, provided that no allotment will be made in respect of any portion of a tender thus distributable which amounts to less than Rs. 500.

9. A sum equal to 5% of the par value of debentures tendered for must be deposited with each tender. A separate deposit must be made in respect of each tender. Interest will not accrue until payment of the tendered amount in full is made as specified in Clause 7.

10. Deposits must be in one of the following forms :—

- (a) cash or currency notes.
- (b) a cheque drawn in favour of the Bombay Improvement Trust on a bank in Bombay.
- (c) Government Promissory Notes, War Bonds or War Loan, Bombay Municipal, Port Trust or Improvement Trust Debentures blank endorsed.

11. Deposits not being Government Promissory Notes, War Bonds, War Loan, Bombay Municipal, Port Trust or Improvement Trust debentures will in the case of tenders accepted either wholly or in part be credited in part payment of the total amount of an accepted tender.

12. If after the acceptance of any tender either wholly or in part, the allotment is not fully taken up by the dates specified above, the deposit in connection with the tender will be forfeited.

13. Deposits on tender which may not be accepted either wholly or in part will be returned without interest on application to the Chief Accountant, Bombay Improvement Trust.



14. Interest will be paid half yearly at the rate of 4% per annum on the 1st day of July and the 1st day of January each year in Bombay at the local Head Office of the Imperial Bank of India, Bombay, or subject to notification at the Head Office of the Trustees in Bombay.

15. The interest on debentures enfaced for payment of interest in Calcutta will be payable at the Head Office of the Imperial Bank of India, Calcutta.

16. Anticipated interest at the rate of 4% per annum will be paid from the date of payment in full upto 31st December 1927 at the time of issue of debentures.

17. Debentures will be issued payable to the applicant or order and will be transferable by endorsement.

18. Brokerage will be paid at  $\frac{1}{8}$ th per cent. to recognized bankers and brokers on allotments made in respect of applications bearing their stamp.

19. Forms of tender can be obtained on application at the Chief Accountant's Office or may be made out as per specimen printed herewith.

By Order of the Board,  
J. T. BURGE,  
Ag. Chief Officer,

OFFICE OF THE  
BOMBAY IMPROVEMENT TRUST,  
ESPLANADE ROAD,  
BOMBAY, 6th September 1927.

**4 per cent. Debenture Loan of 1927.**

**FORM OF TENDER**

I.....  
hereby tender for Rupees.....  
of Bombay Improvement Trust Debentures 1927 and agree to pay for the  
same subject to the conditions advertised at the rate of Rupees.....  
Annas.....  
for every Hundred Rupees allotted to me.

I enclose Rupees.....  
as deposit at 5 per cent. on the amount tendered for and engage if my offer  
be accepted to pay to the account of Trustees at the IMPERIAL BANK OF  
INDIA, BOMBAY, the balance of the allotment on or before the 31st  
December 1927.

I require the amount in debentures of Rupees.....  
each.

(Signature).....

(Address).....

Date.....

Before discussion the Chairman took the sense of the Committee as to whether the Press should be allowed to take a report of this business in the news-papers. Three members voted for allowing the Press to take a report in the news-papers and three voted against it and the Chairman gave his casting vote in favour of allowing the Press to take a report in the news-papers.

At the suggestion of Sir Vasant Rao, "The Khilafat" was substituted for "The Akabar-e-Islam."

Mr. Silam suggested and Mr. Horniman supported him that the Notification should not be published in "The Statesman." The majority of members were however in favour of retaining "The Statesman."

**Resolution 506.**—The Government Resolution, Finance Department, No. 2804, dated 1st September 1927, should be recorded.

2. The suggestions made by the Chief Officer in his note, dated 5th September 1927 and the draft Loan notification are approved.

2. Re : Dadar-Matunga—plot 744—Application for lease of.

( File No. Mis. 714/27. )

Considered Estate Agent's No. 12268 of 2nd September 1927 :—

" Herewith I have the honour to forward an application by Bai Gulbai Nassarwanjee Master and Bai Dhanmai Sorabji Shroff for a 999 years' building lease of the above plot at a rent calculated at 6% on Rs. 10 per sq. yard, with the usual reduction of 25% in the rent for the first five years of the lease term.

2. The area of the plot being about 506 sq. yards the concessional ground rent per annum will amount to about Rs. 228 and the ultimate ground rent to about Rs. 304.

3. The applicants wish to erect a building for their own residence..

4. The conditions on which the application is based are normal and acceptance is recommended."

**Resolution 507.**—The application is accepted.

3. Re : Dharavi Scheme—Scheme No. 56—Report of the Special Sub-Committee on.

Considered the following :—

(a) Report by the Special Sub-Committee—

"As requested by the Committee we have considered the subject matter of the four Resolutions set forth in Appendix A\* hereto and beg to report as follows :—

\* Printed below.

2. The Dharavi Scheme was notified by the Board in 1919. It contains an area of 24,90,489 square yards and the boundaries are—on the East the Main Line of the G. I. P. Railway and the Sion-Kurla Causeway, on the South the Mahim Connection Chord Railway, on the West the B. B. & C. I. Railway and on the North the Dharavi Creek. Certain properties used for, or in connection with, religious purposes and the Andhra Valley Receiving Station were not proposed to be acquired. The scheme was a "street scheme" and the idea was to acquire the whole of the land including the tanneries and the foreshore of the creek and to lay out the area as sites for residential purposes.

3. We are informed by the Chief Officer that in 1925 the late Board, in view of the change in circumstances, appointed a Special Committee to advise (a) whether any, and if so what, properties should be excluded from the scheme, and (b) whether the filling in of the land, which had been commenced in 1921-22, should be continued or postponed for a number of years. As regards the first point we understand that the then Chairman (now the Chief Officer) suggested that the acquisition of approximately 5.98 lakhs of square yards should be abandoned. The properties proposed to be excluded included most of the tanneries, the Kolis' Village, a large area of low lying foreshore land and certain other properties. No decision had been come to on this point when the Board went out of office but on the second point (i. e. that relating to filling) they had decided that in addition to the land already filled in the vicinity of the Mahim Chord Railway only certain portions along the eastern boundary (i. e. under the Tata Transmission Lines which was to be paid for by the Company) and in the south eastern corner should be filled and that when this work had been completed the railway leading from the scheme area to the hill in Salsette should be removed. This was actually done before the new Board came into being last year.

4. The present position is as follows :—Out of the total area of 24,90,489 square yards included in the scheme 17,11,123 square yards have been acquired at a cost, including management and establishment charges, of Rs. 40,36,528. The average cost per square yard is therefore about Rs. 2.36. The bulk of the land was, and is low-lying ; it forms in the main one complete mass and lies between the railways and the village and tanneries.

5. The land which has not been acquired comprises an area of 7,79,366 square yards and includes the Koli Village, the tanneries on the north of the main road running from Mahim Station to Sion, a considerable area of low-lying foreshore land, part of the village on the south of the road and most of the tanneries. It also includes a number of small properties scattered over the acquired area. The estimated cost of acquiring all these properties, exclusive of compensation for trade claims of which no reliable estimate can be made but inclusive of management and establishment, is Rs. 56 lakhs.

6. The amount spent on works up to the 31st March 1927 is Rs. 25.53 lakhs. This is made up of Rs. 17.20 on filling including the railway, Rs. 2.79 on the large storm water drain and Rs. 5.54 on plant. An area of about 1,70,000 square yards has been filled to finished level and a further area of about 43,000 sq. yards has been partially filled.

7. We have inspected the area included in the Scheme and particularly those properties which have not yet been acquired. We have also interviewed some of the owners of tanneries and their legal advisers. In view of the decision we have come to regarding the exclusion of the Kolis Village we have not thought it necessary to interview the Kolis.

8. We are of opinion that there is not likely to be any demand for land for residential purposes in this particular area for a considerable number of years to come and we consider that the late Board acted wisely in stopping the filling. We are also of opinion that while it would not be wise to lock up a large amount of capital in acquiring the whole of the 7,79,366 square yards not yet acquired it would be unwise to denotify the whole of it.

9. We advise that out of 241 properties unacquired the Board should withdraw from the acquisition of 186 admeasuring 7,05,457 square yards including Case No. 192 the Dharavi factory of Messrs. Adamji Peerbhoy & Sons, which matter was referred to us under C. R. No. 479, dated 23rd Augst 1927. These properties are coloured green on the

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large scale plan\* forwarded herewith and are included in Schedule A hereto. We estimate that by withdrawing from acquisition of these properties the outlay on acquisition will be reduced by about 49.43 lakhs. This estimate does not include the amount which would be payable in respect of trade claims if the acquisition were proceeded with and per contra it does not take into account the amount which will have to be paid by the Board under Section 48(2) of the Land Acquisition Act. We are advised however that the amount so payable by the Board is not likely to be heavy and in this connection we have taken the joint opinion of the Advocate General and Mr. Jinnah.

10. The properties proposed to be denotified include the Kolis' Village, all the tanneries and a large area of foreshore land on the north of the main road from Mahim to Sion and also most of the tanneries on the south of that road.

11. As regards the lands coloured red on the plan, we have asked the Chief Officer to make a further report, when the denotification or otherwise of these properties will be considered and reported on.

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**Appendix A.**
*Notice of Motion by*

Committee's Resolution 105,  
dated 20th July 1926.

Mr. Hoosenally M. Rahimtoola, B.A.

Board's Resolution 25, dated  
19th July 1926.

Committee's Resolution 155,  
dated 19th August 1926.

Mr. Meyer Nissim, M.A.

Committee's Resolution 158,  
dated 19th August 1926.

Mr. Naoroji M. Dumasia.

Moved by Dr. Batliwala.

Board's Resolution 48, dated  
13th April 1927.

Committee's Resolution 257,  
dated 4th May 1927.

Petition of Kolis.

SCHEDULE A.  
Lands proposed to be excluded.

Case No.	Area. Sq. Yds.	Description.	Remarks.
<i>North of Dharavi Road</i>			
192	21,218	} Tannery.	
192A	3,356.44		
196	6,538.61	Rewa Fort.	
197	28,358	Tannery.	
199	1,592.55	Passage.	
200-200A	6,562.10	Tannery.	
202	418	Drain.	
579	10,510	Vacant Land.	
583	4,299.55	Tannery.	
584	15,409.89	Do.	
585	11,699.33	Do.	
586	10,940	Do.	
588	9,700	Do.	
590	10,994.89	Do.	
591	10,692.66	Do.	
592	10,973.11	Do.	
593	36.44	Foreshore Land.	
594	8,490.44	Tannery.	
595	10,871.55	Land with godowns and Chawls.	
595A	343	Vacant Land.	
595B	126	Do.	
596	91.55	Land with temple.	
597	92.44	Vacant Land 598.	
598	21	Land with Police Chowky.	
599	4	Land with cross.	
600	37	Vacant Land.	

Case No.	Area Sq. Yds.	Description.	Remarks.
<i>North of Dharavi Road—contd.</i>			
601	59	Land with building.	
602	53·76	Do.	
603	93·33	Do.	
604	64·88	Vacant Land.	
605	72·88	Do.	
606	20·66	Land with shed.	
607	39·33	Land with building.	
608	242·88	Do.	
609	40·88	Do.	
610	416·11	Do.	
611	35·55	Land with shed.	
612	20	Vacant Land.	
613	163·66	Land with building.	
614	28·66	Land with shed.	
615	175	Land with building.	
616	184	Do.	
617	350	Do.	
618	82·38	Do.	
619	144·66	Do.	
619A	4	Water sink.	
620	92	Land with building.	
620A	126	Do.	
620B	107·72	Do.	
620C	62	Do.	
620D	60	Do.	
620E	54	Do.	
620F	26	Do.	

Case No.	Area Sq. Yds.	Description.	Remarks.
<i>North of Dharavi Road—contd.</i>			
620G	7	Land with structure.	
621	86.44	Land with building.	
622	90.77	Do.	
623	52.22	Do.	
624	5.569	Passage and Vacant Land.	
624A	5.33	Land with water pipe.	
624B	18	Latrines.	
624C	422.44	Land with building.	
624D	111.11	Do.	
624E	7.052	Passage and Vacant Land.	
624F	25	Vacant Land.	
625	262.22	Land with building.	
626	85.77	Do.	
627	55.77	Land with structure.	
628	99.77	Do.	
629	116.11	Land with building.	
630	204.77	Do.	
631	102.77	Do.	
632	50.55	Do.	
633	167.22	Do.	
634	209.77	Do.	
635	88.55	Do.	
636	261.77	Do.	
637	69.55	Do.	
638	31.77	Do.	
639	21.33	Land with shed.	
640	93.77	Land with building.	



Case No.	Area Sq. Yds.	Description.	Remarks.
<i>North of Dhāravi Road—contd.</i>			
641	63'33	Land with building.	
642	80	Do.	
643	150'11	Do.	
644	94	Do.	
645	133'55	Do.	
646	94'33	Do.	
647	73'66	Do.	
648	61'45	Do.	
649	75'66	Do.	
650	61'11	Do.	
651	163'11	Do.	
652	94'77	Do.	
653	50'11	Do.	
654	91'88	Do.	
655	175'77	Do.	
656	57'55	Do.	
657	124'22	Do.	
658	61'66	Do.	
659	48'22	Do.	
660	59'55	Land with structure.	
661	71'77	Land with building.	
662	71'88	Do.	
663	33'22	Land with shed.	
664	106	Land with building.	
665	154'44	Do.	
666	139'55	Do.	
667	45'22	Do.	

Case No.	Area Sq. Yds.	Description.	Remarks.
<i>North of Dharavi Road—contd.</i>			
668	58.88	Land with building.	
669	128.66	Do.	
670	32.22	Do.	
671	57.66	Land with shed.	
672	64.33	Land with building.	
672A	39	Vacant Land.	
672B	42	Do.	
673	66.77	Land with building.	
674	28	Land with shed.	
675	27.88	Do.	
676	111.22	Land with building.	
677	58.22	Do.	
678	104.55	Do.	
679	34.84	Land with shed.	
680	82.77	Land with building.	
681	103.44	Do.	
682	98.55	Do.	
683	122	Do.	
684	199.11	Do.	
685	102.66	Do.	
686	78.11	Do.	
687	96	Do.	
688	58.66	Land with shed.	
689	35.11	Do.	
690	69.33	Land with building.	
691	66.33	Vacant Land.	
692	26.22	Land with shed.	
693	165.88	Land with building.	
694	67.77	Do.	

Case No.	Area Sq. Yds.	Description.	Remarks.
<i>North of Dharawi Road—concl'd.</i>			
695	35'11	Land with shed.	
696	87'11	Land with building.	
697	77'11	Do.	
698	39'33	Land with shed.	
699	56'44	Land with building.	
700	184'66	Do.	
701	129'55	Do.	
702	89	Vacant Land.	
703	52	Land with building.	
704	1,840	Vacant Land.	
705	75,205	Foreshore Land.	
706	48,656	Do.	
706A	26,851	Do.	
707	7,139'22	Land with buildings and godown.	
707A	2,868'77	Vacant Land.	
709	1,51,637'33	Foreshore Land.	
709A	27,825	Do.	
<i>South of Dharavi Road.</i>			
70	13,384'88	Flour Mill.	
71	900	Compound.	
106	12,793	Tannery.	
144-144A	12,436	Do.	
145	14,351	Do.	
146-146A	30,075	Do.	
146B	3,291	Do.	
147-147A	2,737	Chawl and godowns.	
148	10,313	Tannery.	

Case No.	Area Sq. Yds.	Description.	Remarks.
<i>South of Dharavi Road—concl'd.</i>			
148A	1,137'80	Vacant Land between two tanneries.	
150	73	Sluice House.	
151 part	24,231	Tannery.	
152	3,978	Do.	
153-153A	4,843'33	Do.	
154A	127'66	Passage to tannery in case No. 153.	
155	4,054	Tannery.	
158B	432	Temple.	
164A	103	Do.	
180	1,395	Pipe Line.	
180A	129	Do.	
181	1,026	Passage.	
183	1,804'55	Land with building.	
184	519	Passage.	
185	868	Land with building.	
187	843	Do.	
187A	1,690	Do.	
188	3,511	Do.	
206-206A	2,704	Passage.	
206B	115	Municipal stand pipe.	
209	835	Church.	
213	785	Land belonging to temple in case No. 214.	
214	739'80	Temple.	
448	232	Do.	
186	705'457	..	
	...	..	

## (b) Mr. Hoosenally's note, and minute thereon :—

"I do not agree with the report.

In 1918, the Chairman of the Port Trust wrote a letter and asked the Improvement Trust to consider the advisability of preparing a scheme for the area between Wadala and Sewri for improving the area and providing a site for workmen's dwellings. This was referred to a Sub-Committee.

The Sub-Committee submitted three schemes, *viz.*, Worlee, Wadala and Dharavi.

The Dharavi scheme was recommended because it would improve the prospects of the Board's Dadar-Sion Estate and as it would provide residential areas for the upper, middle and working classes by the removal of the tanneries and the reclamation along the Southern Shore of the Mahim Creek.

The area to be acquired was 22.66 lacs sq. yards and the nett area to be made available for leasing was 16 lacs sq. yards. The cost of acquisition was to be Rs. 68.15 lacs, of filling Rs. 33.75 lacs and Road Rs. 36.60 lacs. Thus the total estimated cost was Rs. 138.59 lacs which worked out at Rs. 8.66 per sq. yard. This report was approved by the Board and the Estate Agent was asked to work out the scheme with the least possible delay. This was in March 1919.

Within three months in June 1919, the Estate Agent submitted his report. The area to be acquired was 26.79 lacs sq. yards or about four lacs more than the first estimate. The cost of acquisition was to be Rs. 66.65 lacs, of filling Rs. 45.51 lacs and of Roads and Sea Wall Rs. 39.56 lacs. Total Rs. 151.72 lacs or about 13 lacs more. Area to be made available for disposal was 19.76 lacs sq. yards or 3.76 lacs sq. yards more. The Scheme was to be completed in 12 years and it was expected that the land would fetch Rs. 12 per sq. yard, a profit of about Rs. 3.5 lacs.

Thus it will be seen that the Scheme was very minutely worked out. The only mistake made was that the fact that the tanneries were a business concern and not residences was not taken into consideration. The object of the scheme was to remove the so called insanitary tanneries, to fill in the low-lying land and thus to provide residential areas for all classes. The scheme was besides to improve the prospects of the Trust's Dadar-Sion Estate.

Unfortunately later during the boom period the Board decided to expedite the scheme, the 12 years' period was to be curtailed to five or six. Heavy expenditure on plant and works was incurred.

In October 1920, the estimates were revised and it was found that the total cost would be Rs. 194 lacs, the area of the scheme 25,35,192 sq. yards and the area available for selling 19,01,394 sq. yards. Thus the average rate for selling the land worked out at Rs. 15 per sq. yard, if the Trust were not to make a loss against the original rate of Rs. 12.

In 1921, it was decided to utilise the Dharavi plant for the Sewri-Wadala and the Sion-Matunga schemes and no new plant was to be purchased and the Dharavi work was to proceed as expeditiously as possible with the remaining plant.

The present position as mentioned in the report is as follows :—

Area acquired	...	...	...	...	17,11,123 sq. yards.
Area not acquired	...	...	...	...	7,79,366 "
Cost of acquisition	...	...	...	...	Rs. 40,36,528
Cost of Works	...	...	...	...	" 25.53 lacs.

These figures are exclusive of interest and sinking fund charges and if these were added the total cost would increase by several lacs.

In 1919, Messrs. Sanghani and Company had submitted an application to Government developing the creek and the adjoining land for residential purposes. Government rejected this at the instance of the Trust. The result as now decided by the Sub-Committee is that neither the Trust have done this development nor have they allowed others to do it.

The Sub-Committee now recommends on account of the heavy cost of acquiring the tanneries and on account of want of demand for land to denotify the tanneries and the Koli village. In coming to this conclusion the financial aspect of the question has not been considered at all. I specifically asked the Chief Officer about it and I was told that it would take about six to nine months to prepare it. I am of opinion that the Sub-Committee have made a mistake in not considering the financial aspect of the question. There should have been before the Sub-Committee two or three carefully prepared estimates showing the loss in each case. The Sub-Committee would then have been in a better position to decide.

I take it that it is the intention of the Sub-Committee to allow the tanneries to go on without hindrance. Even if it is so the tannery owners are at a disadvantage as their godowns and the residences of their workmen have in many cases been acquired. But I want to draw special attention to the fact that the original intention of the scheme is frustrated as the insanitary tanneries are allowed to exist and continue and the nuisance and smell and the offensive trade will remain. How will the land acquired be developed then? Who will purchase this land for residential purpose in the midst of smell and nuisance of the tanneries? What it will cost to develop the acquired area? What rates are the Trust likely to realise and what will be the ultimate loss? If this land is not sold for residential purposes to what other use it can be put? All these questions the Sub-Committee have failed to inquire into.

It might be argued that the tannery owners can establish themselves at Trombay on the land provided by the Development Department. The consideration offered to them by the Trust is so low that it would be impossible for them to build new tanneries with the amount received. They would, therefore, have to incur heavy capital expenditure which many of them are not in a position to provide or to raise loans. The interest and other charges would increase so greatly that they would hardly be able to carry on the trade successfully. Besides the land in Trombay is not yet developed and there is no proper water supply, no roads, no lights; no drains, no railways, no police protection and no Municipal arrangements.

I hope it is not the intention of the Sub-Committee that after denotification the Municipal Commissioner should cancel the licenses of the tanneries and thus enable the Trust to acquire them at practically no cost and to the utter ruin of the tannery owners and the destruction of the hide industry and trade in Bombay. If it is, I do not want to use strong terms but I must say it would be most arbitrary and unfair, and I hope the Corporation will not allow it.

The manner in which it was decided by the Sub-Committee whether particular cases should be acquired or denotified is also objectionable. They did not go by any fixed principle at all, but came to conclusions in a haphazard manner.

The rise, the prosperity of Bombay and the high position to which it has reached is due entirely to its port and its trade and industry. This fact has been entirely lost sight of in recent years by almost all the public bodies and Government. Instead of giving all facilities and encouragement to trade and industry all sorts of obstacles and hindrances have been thrown in their way in the name of sanitation and improvement. We are thus killing the goose that lays the golden eggs.

The question, therefore, is whether we want this industry in Bombay or not. If we want it in Bombay but not in the particular area we should give the owners all facilities so that they can successfully carry on the trade in view of the competition throughout India and outside or we must allow them to continue where they are without any hindrances.

Under the circumstances I hope the Committee will refer back the question to the Sub-Committee."

"After the above note was written on the first draft report there have been further meetings of the Sub-Committee and the draft has been modified.

It has been pointed out that it will take a long time to prepare financial forecasts and these would be mere guess works and would not be reliable as no one knows how long it will take before trade and financial conditions of Bombay improve and after how many years it will be possible to sell the land. Besides it would not be fair to owners to keep their cases pending and the earlier the matter is decided the better. I only hope that the legal advice turns out correct and that the Trust will not have to pay heavy damages. For tanners are sure to claim large amounts and if they are successful I do not know what the position of the Trust would be. The remedy would then be worse than the disease.

I must again mention that the original intention of the scheme, viz., Improvement of the insanitary area and providing a residential area, is now abandoned after an expenditure of about Rs. 66 lacs exclusive of interest and sinking fund charges. If this amount had been spent to improve slum areas in the heart of the city how much good it would have done and the present heavy losses would have been saved.

It is now proposed that the tanneries be allowed to continue and the acquired area be utilised for milch cattle stables and other obnoxious trades.

As far as I have understood the only reason why the Sub-Committee have recommended denotification, is that the expenditure of about Rs. 66 lacs upto the end of last year is practically wasted and that there are heavy losses and that further losses in acquisition and development and interest charges on new loans for the purpose should be prevented.

As regards my remarks on the Land in Trombay in my first note I am informed by the Secretary of the Development Department that there are some mistakes and that the water mains are laid and there is a Railway line."

Sir Vasant Rao observed that in para 9 of the Report the numbers of cases had not been mentioned and that it was not necessary to make a specific mention of the denotification of the factory of Messrs. Adamji Peerbhoy and Sons. Sir Vasant Rao further observed that para 10 of the Report was not clear.

It was therefore decided that the consideration of the Report should be postponed and in the meantime the Chief Officer be requested to draft a revised report.

**Resolution 508.**—The consideration of the item should be postponed.

4. Re : Aga Building—Railing of the Stair-case.

( File No. Mis. 708/27. )

Considered the following :—

(a) Letter, dated 26th August 1927, from tenants of the above building :—

" We have addressed this to you enclosing copy of letter forwarded (printed below) to the Engineer, Bombay Improvement Trust, Bombay, in order to obviate any possible delay which might arise through the need of obtaining your sanction in the matter and beg that you also would be good enough to direct immediate attention to it."

*Copy of letter referred to above—*

"We the tenants of Aga Building, Bhendi Bazar beg to bring to your notice the positively dangerous nature of the railings of the main staircase and invite your immediate attention to it.

On the stairs the railings have been constructed in such a way that a child can easily slip through the space between the bars ; on the landing they are like a ladder which a child can easily climb with imminent risk of overbalancing itself and falling straight down to the ground floor. The gravity and imminence of the danger and the need of immediate attention to it were manifested a few days ago by a child actually slipping through the railing of the 4th stairway. Fortunately it was caught by persons on the third floor and escaped almost certain death.

In view of the urgency of the matter we request that prompt steps should be taken to remove the danger.

In order to avoid delay which might arise through the necessity of obtaining sanction from higher authorities, we are sending copies of this letter to the Chief Officer and the Chairman of the Trust Committee."

(b) Engineer's No. 8672 of 30th August 1927 :—

"\* \* \* \* \*  
Immediate steps are being taken to render the stair-case of the Aga building safe for small children by putting expanded metal against the bars of the landings and an extra iron strip on the diagonal railings."

**Resolution 509.**—The tenants of the building should be informed in terms of the Engineer's No. 8672, dated 30th August 1927.

5. Re : Reduction in the number of permanent Sub-Committees.

Considered the following :—

(a) Excerpt from the Proceedings of the meeting held on 30th August 1927 :—

" Chief Officer's note, dated 25th August 1927 :—

The Committee by their Resolution No. 491, dated the 23rd August 1927, resolved that the number of permanent Sub-Committees should be reduced from 5 to 3, which will necessitate the Works of the Plans Sub-Committee being performed by the Works Sub-Committee, and that of the Improvements Sub-Committee by the Land Sub-Committee.

2. It is therefore proposed that the Finance and Establishment Sub-Committee consisting of 9 Members shall remain as at present constituted, and that the newly constituted Works and Land Sub-Committee shall each consist of 9 Members, on the principle that no member shall be on more than 2 Sub-Committees (except the Chairman) and that each Member, as far as possible, shall deal with the same class of work as at present.

The fixing of the number of members on each Sub-Committee at 9 is recommended, as it is a convenient number necessitating a quorum of 6 only.

3. The following proposals are therefore put forward for the Committee's consideration :—

<i>Finance and Establishment Sub-Committee.</i>	<i>Works Sub-Committee.</i>	<i>Land Sub-Committee.</i>
1. The Chairman.	1. The Chairman.	1. The Chairman.
2. Sir Vasantao A. Dabholkar.	2. Sir Vasantao A. Dabholkar.	2. Sir Réginald Spence.
3. S. B. Billimoria.	3. The Hon'ble Sir Phiroze C. Sethna.	3. Dr. A. G. Viegas.
4. Sir Réginald Spence.	4. Mr. Hoosenally M. Rahimtoola.	4. Mr. S. L. Silam.
5. Mr. S. D. Saklatvala.	5. Mr. S. L. Silam.	5. Mr. R. D. Bell.
6. Dr. A. G. Viegas.	6. Mr. N. M. Dumasia.	6. Mr. G. K. Borade.
7. Mr. Hoosenally M. Rahimtoola.	7. Mr. W. H. Neilson.	7. Mr. B. G. Horniman.
8. The Hon'ble Sir Phiroze C. Sethna.	8. Mr. L. R. Tairsee.	8. Mr. K. F. Nariman.
9. Mr. N. M. Dumasia.	9. Mr. Mirza Ali M. Khan.	9. Mr. L. R. Tairsee.



4. It is suggested that the two Special Sub-Committees should remain as at present constituted.

Mr. Neilson observed that his idea in suggesting the reduction in the number of Sub-Committees to three was that every member should serve on one Sub-Committee only, except the Chairman and that the object would be achieved by having 7, 7 and 6 members for the respective Sub-Committees.

This principle was generally agreed to and the Chief Officer was requested to put up fresh proposals for the appointment of Sub-Committees on those lines.

RESOLUTION 495.—Consideration postponed."

(b) Chief Officer's note, dated 2nd September 1927 :—

"With reference to Committee's Resolution No. 495, dated 30th August 1927, I beg to propose that the three Sub-Committees be constituted as shown below :—

<i>Finance and Establishment Sub-Committee.</i>	<i>Works Sub-Committee.</i>	<i>Land Sub-Committee.</i>
1. The Chairman.	1. The Chairman.	1. The Chairman.
2. Sir Vasantao A. Dabholkar.	2. Mr. R. D. Bell.	2. Sir Reginald Spence.
3. Mr. S. B. Billimoria.	3. " G. K. Borade.	3. Dr. A. G. Viegas.
4. Mr. S. D. Saklatvala.	4. " S. L. Silam.	4. Mr. G. A. Thomas.
5. Mr. Hoosenally M. Rahimtoola.	5. " W. H. Neilson.	5. " B. G. Horniman.
6. The Hon'ble Sir Phiroze C. Sethna.	6. " L. R. Tairsee.	6. " K. F. Nariman.
7. Mr. N. M. Dumasia.	7. " Mirza Ali Moham- med Khan.	

2. It is further proposed that the powers conferred on the Plans Sub-Committee under Committee's Resolution No. 3, dated 8th May 1926, should be transferred to the Works Sub-Committee and that the work of the Improvements Sub-Committee should be performed by the Land Sub-Committee as constituted in Committee's Resolution No. 242, dated 4th May 1927."

At the suggestion of Mr. Horniman, it was agreed to substitute Dr. Viagas for Mr. Dumasia in the Finance and Establishment Sub-Committee and Mr. Dumasia for Dr. Viegas in the Land Sub-Committee.

Resolution 510.—The appointment of the following Sub-Committees is sanctioned until further orders :—

<i>Finance and Establishment Sub-Committee.</i>	<i>Works Sub-Committee.</i>	<i>Land Sub-Committee.</i>
1. The Chairman.	1. The Chairman.	1. The Chairman.
2. Sir Vasantao A. Dabholkar.	2. Mr. R. D. Bell.	2. Sir Reginald Spence.
3. Mr. S. B. Billimoria.	3. " G. K. Borade.	3. Mr. N. M. Dumasia.
4. " S. D. Saklatvala.	4. " S. L. Silam.	4. " G. A. Thomas.
5. " Hoosenally M. Rahimtoola.	5. " W. H. Neilson.	5. " B. G. Horniman.
6. The Hon'ble Sir Phiroze C. Sethna.	6. " L. R. Tairsee.	6. " K. F. Nariman.
7. Dr. A. G. Viegas.	7. " Mirza Ali M. Khan.	

2. The powers conferred on the Plans Sub-Committee under Committee's Resolution No. 3, dated 8th May 1926, are transferred to the Works Sub-Committee and the work of the Improvements Sub-Committee should be performed by the Land Sub-Committee as constituted in Committee's Resolution No. 242, dated 4th May 1927.

6.

Re : Dadar-Matunga—plot 670—Motor garage on.

( File No. Mis. 717/27. )

Considered the following :—

- (a) Trust Architect's No. 2241, dated 25th August 1927 :—

" I have the honour to forward herewith a set of plans\* received from the lessee's architects, showing the motor garage proposed to be erected on the above plot and to state that the proposal is unobjectionable and may be allowed subject to the Board's usual normal conditions contained in Trustees' Resolution No. 296 of 27th September 1918 and to the further condition that there shall be no other opening except the entrance door to the garage."

- (b) Estate Agent's No. 12278, dated 2nd September 1927 :—

"\* \* \* \* \*

2. There is no objection to the proposed motor garage being erected in accordance with the terms laid down by the Trust Architect.

3. Extra ground rent will however be payable for the same at the rate of Rs. 25 per annum for every 100 sq. ft. of the area covered by the garage."

**Resolution 511.**—The proposed motor garage should be allowed subject to the usual normal conditions contained in Trustees' Resolution No. 296, dated 27th September 1918 and No. 255, dated 22nd June 1920 and to the further condition specified in the Trust Architect's letter.

7.

Re : Establishment—Engineer's Department—Trust Architect—pay to Mr. Framji for acting as—

Considered Chief Officer's note dated 30th August 1927 :—

"Mr. Cable, the Trust Architect on permanent establishment in the grade of Rs. 1,200-50-1500 reverted to Government on 8th May 1926 the date on which he proceeded on long leave and Mr. M. Framji then an Assistant Engineer on permanent establishment on Rs. 600 in the grade of Rs. 450-50-600 was appointed to act as Trust Architect on a salary of Rs. 840 (i. e. Rs. 600 pay as an Assistant Engineer plus Rs. 240 acting allowance at  $\frac{1}{3}$  of Rs. 1200).

Mr. Framji having completed one year's service in this acting appointment on 8th May 1927, the Committee, in their Resolution No. 309 dated 24th May 1927, granted an increment of Rs. 50/- from that date thus bringing his salary to Rs. 890 against the grade of Rs. 1200-50-1500.

The Committee having recently fixed the grade of Rs. 650-50-800-50-1200 for this post under their Resolution No. 463 dated 9th August 1927 Mr. Framji's acting salary would not

\* Not printed.

under our Rules, exceed Rs. 650 which is the minimum of the new grade. In view, however, of Committee's Resolution No. 309 dated 24th May 1927 fixing his salary at Rs. 890 the formal sanction of the Committee is required to fix it at Rs. 900 which is one of the stages of the new grade from the date of C. R. No. 463 dated 9th August 1927."

Proposed by the Chairman—

"That the salary of Mr. Framji be fixed at Rs. 900 with effect from the 9th August 1927."

*First Amendment.*—Proposed by Dr. Viegas, seconded by Mr. Silam—

"That the matter be referred to the Finance and Establishment Sub-Committee for consideration and report."

The amendment on being put to the vote was declared *lost* by 7 to 3.

*Second Amendment.*—Proposed by Mr. Tairsee, seconded by Sir Vasant Rao—

"That Mr. Framji be confirmed on Rs. 900 as Trust Architect."

Mr. Silam rising to a point of order enquired whether the amendment was in order in view of the fact that the matter for consideration before the Committee was the fixing of Mr. Framji's salary at Rs. 900 and not his confirmation.

The Chairman ruled the amendment out of order.

The original proposition was then put to the vote and declared *carried*, Dr. Viegas and Mr. Borade only voting against it.

**Resolution 512.**—The salary of Mr. Framji should be fixed at Rs. 900 with effect from the 9th August 1927.

8. Re: Establishment—Secretary's Department—Mr. R. B. Iyengar, Junior clerk—  
application for the grant of advance increments.

Considered Chief Accountant's note dated 29th August 1927:—

"Mr. R. B. Iyengar, a junior clerk of this office, applies for the grant of an increase in his remuneration so as to bring it to the level of the Municipal scale, which has been given to other graduate clerks of his rank and status in the Trust Service.

Mr. Iyengar is a graduate and has been in the Trust Service since 3rd January 1922. He was started on a pay of Rs. 64/- with a war allowance of Rs. 20/- per month, in the grade of Rs. 40-125. He was allowed the normal increments from year to year save in 1924 when he was granted one advance increment.

Applying the Municipal scale, Mr. Iyengar's emoluments are found to be short by Rs. 5/- and it is therefore proposed to fix him with effect from 1-10-1926 at Rs. 90/- plus war allowance Rs. 20 (Rs. 110/-) which he would have in ordinary circumstances got had he been in the Municipal Service.

The sanction of the Committee will be necessary."

Proposed by the Chairman—

"That the sanctioned asked for be granted."

*Amendment.*—Proposed by Mr. Hoosenally, seconded by Mr. Tairsee—

"That the matter be referred to the Finance and Establishment Sub-Committee for consideration and report."

The amendment on being put to the vote was declared *lost*.

The original proposition was then put to the vote and declared *carried*.

**Resolution 513.**—The sanctioned asked for is granted.

9. Re: Establishment—Engineer's Department—Scheduled Temporary Establishment—  
Mr. S. T. Jaywant—Clerk—to be considered as retrenched with effect  
from 13th May 1927.

(File No. E. I. 141/27)

Considered Engineer's No. 8302, dated 22nd August 1927:—

"With reference to C. R. 189 of 5th April 1927, sanctioning *inter alia* the termination of services of Mr. D. A. Jacob, clerk on the temporary establishment, I have the honour to state that Mr. S. T. Jaywant, accounts clerk on Rs. 95 plus Rs. 20 on the temporary establishment, having resigned from 13th May 1927, the services of Mr. D. A. Jacob (drawing Rs. 67 plus Rs. 20) have been retained from 1st May 1927, as he is the only accounts clerk that has been retrenched, thus saving the Trust Rs. 28 per month.

The account work of Schemes 56 and 57 needing extra attention owing to extra work in connection with winding of Scheme 56, special arrangements had to be made in the form of extra help, thus requiring Mr. Jacob's services upto the date of Mr. Jaywant's resignation.

I have accordingly to request the favour of your obtaining Improvements Committee's sanction to this arrangement."

Proposed by the Chairman—

"That in modification of Committee's Resolution No. 189, dated 5th April 1927, Mr. D. A. Jacob be retained in service and Mr. Jaywant be retrenched in his place."

Mr. Horniman observed that the Engineer's No. 8302 dated 22nd August 1927 which was now being considered had not been included in the Agenda and he therefore moved an amendment, which was seconded by Dr. Viegas—

"That the consideration of the item be postponed".

The amendment on being put to the vote was declared *carried*.

**Resolution 514.**—The consideration of the item should be postponed.

10. Re: Establishment—Secretary's Department—Mr. D. S. Ramswami—advance  
from Provident Fund to.

Considered Chief Accountant's Note dated 2nd September 1927:—

"Mr. D. S. Ramswami, a junior clerk in my Department, has applied for an advance of Rs. 450/- from his Provident Fund Subscriptions to enable him to adjust the heavy expenses incurred by him in connection with his daughter's marriage which took place in July last.

Mr. Ramswami joined the Trust Service on 15th February 1921 and his present pay is Rs. 125/- plus war allowance of Rs. 20/-. He has had the following advances from his Provident Fund subscriptions :—

1st advance of Rs. 125/-	paid in April 1923.	and repaid in full in August 1924.
2nd „ „	Rs. 220/- paid in August 1924.	and repaid in full in July 1925.
3rd „ „	Rs. 285/- paid in July 1925.	and repaid in full in September 1926.
4th „ „	Rs. 360/- paid in	September 1926 out of which a sum of Rs. 144/- is still outstanding.

A sum of Rs. 902-6-7 stands to his credit in the Provident Fund account as his subscription with interest thereon and an advance of Rs. 450/- is thus admissible to him subject to its recovery being effected in 20 monthly instalments.

As the last advance has not been repaid the sanction of the Improvements Committee would be necessary to the grant of the advance of Rs. 450/- now applied for less Rs. 144/- outstanding against the last advance.”

**Resolution 515.**—The grant to Mr. Ramswami of an advance of Rs. 450/- out of his Provident Fund money after deducting the outstanding balance of Rs. 144/- repayable in 20 equal monthly instalments is sanctioned.

11. Re : Statement showing outstanding reports from the Chief Officer called for by the Improvements Committee and References before Sub-Committees.

**Statement A.**

Showing the Resolutions passed by the Committee asking for reports from the Chief Officer.  
( Vide Committee's Resolution No. 197, dated 5th April 1927.)

Committee's Resolution No. and date.	Subject.
126, dated 10th Aug. 1926.	<p>Notice of motion by Mr. K. F. Nariman, B.A., LL.B. :—</p> <p>That the Chief Officer be requested to report—</p> <p>(a) The total expenditure per mensem incurred by the Bombay Improvement Trust in maintaining the Tribunal of Appeal.</p> <p>(b) How many cases have been disposed of by the Tribunal since the transfer and how many are pending ?</p> <p>(c) How often does the Tribunal meet in a week and on what days and for how many hours ?</p> <p>(d) What is the average payment per working hour to the President of the Tribunal and what is the expenditure per case since the transfer ?</p> <p>(e) Whether it would be more economical without adversely affecting the efficiency to pay fees per every working hour to the President and whether the Improvements Committee through the Board should make such recommendation to the Government.</p>
175, dated 2nd Sept. 1926.	<p>Notice of Motion by Mr. Hoosenally M. Rahimtoola, B.A. :—</p> <p>That the Chief Officer be requested to furnish the following information with regard to the western portion of Parel Road from Lalbag to Parel :—</p> <p>(1) The date on which this road was asphalted.</p> <p>(2) The cost incurred in making the road.</p> <p>(3) The present condition of the road and its causes.</p> <p>(4) The estimated cost of repairing the road.</p> <p>(5) Whether this road has been handed over to the Municipality, and</p> <p>(6) If not, the reasons for not transferring it yet.</p>
217, dated 28th Sept. 1926.	<p>Notice of motion, by Mr. Hoosenally M. Rahimtoola, B.A. :—</p> <p>That the attention of the Chief Officer be invited to the advertisement, dated the 10th September 1926, appearing in the local newspapers inviting applications for the post of the Trust Engineer and he be requested to report at an early date :—</p> <p>(1) What are the reasons for the delay of 4 months in issuing the advertisement when the Board's Resolution on the subject was passed on the 17th May 1926.</p> <p>(2) Why the terms have not been placed before the Committee for their approval.</p>

Committee's Resolution No. and date.	Subject.
	<p>(3) Whether he and the Municipal Commissioner have come to any arrangement for the reorganization of the Municipal and Trust Engineering Departments as required by Corporation Resolution No. 1813, dated 12th May 1926.</p> <p>(4) Whether in view of the curtailment of the activities of the Trust such a highly salaried post is necessary, especially as the post of the Municipal Executive Engineer carries a salary of Rs. 1,200—2,000 only, and</p> <p>(5) Whether it would not be advisable to abolish the post or to reduce the salary thereof.</p>
296, dated 7th Dec. 1926.	Gratuity to staff—to furnish concrete cases comparing the benefits which would accrue to the staff under Trust rules and the Municipal rules respectively.
200, dated 12th April 1927.	Scheme 56, Dharavi (southern portion of) proposed development of a portion as sites for milch cattle stables.
358, dated 15th June 1927.	Scheme 32, Agripada—nuisance by Pathans on foot paths and on vacant land, in Souther Street (encroachment between plot 15, East Agripada and Case 67). (Reference C. R. 185, dated 16th September 1926.)
415, dated 13th July 1927.	Establishment—Notice of motion by Mr. Hoosenally M. Rahimtoola— That the Chief Officer be requested to prepare a list showing the names of officers and servants of the Trust on the lines of the Bombay Municipal list.
430, dated 20th July 1927.	Budget—Notice of motion by Mr. Hoosenally M. Rahimtoola— That the Chief Officer be requested to report at an early date through the Finance and Establishment Sub-Committee whether it would not be advisable to adopt the form of Municipal budget for the Trust budget to be prepared for the next year and if so to submit a draft form for the approval of the Committee.
451, dated 2nd August 1927.	Three-room tenements—scheme 5—application from tenants for provision of lights in staircases, passages and rooms.
483, dated 29th "	Public gardens and playgrounds—Board's Resolution No. 74, dated 12th August 1927, re: letter, dated 3rd May 1927, from the President of the 5th session of the Parel Conference drawing special attention to their resolution 7 regarding provision of.
486, " " "	Curtailment of the programme of works. Board's Resolution No. 78, dated 12th August 1927, on notice of motion by Mr. P. G. Sahasrabudhe and 5 others asking for report how far the expenditure could be curtailed on the remaining items referred to in the resolution, viz., Sion-Matunga, Worli, Sewri-Wadala and Sewri-Koliwada.
492, dated 30th "	To report whether there are any unauthorised buffalo stables on Scheme 57—Sewri-Wadala, Scheme 5—Dadar-Matunga, Scheme 6—Sion-Matunga, Scheme 60—Naigaum. Also to report how many plots have been left for buffalosheds and also whether any lessee of a plot for temporary structure has changed it into buffalo stable.

**Statement B.**

Showing the outstanding references before the Sub-Committees.

( *Vide* Committee's Resolution No. 197, dated 5th April 1927.)

Committee's Resolution No. and date.	Subject.	Referred to.
89, dated 13th July 1926.	Adoption of the Municipal rules and regulations as regards pay, leave, gratuity and provident fund to the Improvement Trust staff.	Finance and Establishment Sub-Committee.
259, dated 2nd Nov. 1926.	Amalgamation of the Trust with Corporation.	Do.
86, dated 8th Feb. 1927.	Regarding payment of salary to the clerical and inferior staff according to the scale in vogue in the Municipal Corporation.	Do.
95, dated 22nd Feb. 1927.	Notice of motion by Mr. Tairsee regarding insurance of Trust properties.	Do.
173, dated 29th Mar. 1927.	Stores in Stock Account—Regularising of short postings made by the Engineering staff on the works.	Do.
216, dated 12th April 1927.	Cost of Management and Establishment— Note by the Examiner, Outside Audit.	Do.
	Notices of motions by Dr. Viegas:—  That the Board are of opinion that the following points should be borne in mind in effecting retrenchment:—	
234, dated 19th April 1927.	(1) That the Engineer's Office should be transferred from Matunga to the Head Office.	Do.
236, dated " " "	(2) That the Drawing Sections under the Engineer and the Amalgamated Departments of Land Manager and Estate Agent should be amalgamated.	Do.
151, dated 19th Aug. 1926.	Notice of motion by Mr. Rajaram K. Vaidya regarding the abandonment of the Worli-Koliwada Scheme.	Improvements Sub-Committee.
156, dated " " "	Notice of motion by Dr. E. Moses regarding improvement of Kamatipura District.	Do.
153, dated " " "	Notice of motion by Mr. B. B. Palwanker regarding the construction of two or three room tenements or cottage system blocks for the use of lower-middle classes.	Works Sub-Committee.
51, dated 25th Jan. 1927.	Proposed exchange of land with the Acworth Leper Asylum.	Special Sub-Committee.
105, dated 20th July 1926. 155, dated 19th Aug. 1926. 158, dated " " "	} Notices of motions by Messrs. Dumasia, Meyer Nissim and Hoosenally M. Rahimtoola, regarding Dharavi Scheme.	Do.



Committee's Resolution No. and date.	Subject.	Referred to.
265, dated 2nd Nov. 1926.	Notice of motion by Dr. S. S. Batliwala that, in view of the petition from the residents of Dadar Parsee Colony, the layout of the circle at the junction of Kingsway and the road leading to the Dadar Overbridge should not be proceeded with.	Special Sub-Committee.
252, dated 4th May 1927.	Establishment—Bringing the post of Chief Officer on to the Schedule of Establishment.	Finance and Establishment Sub-Committee.
257, dated „ „ „	Dharavi Scheme—Letter from the President of the Dharavi Kolis' meeting complaining against the budget provision in 1927-28 for the acquisition of properties in.	Special Sub-Committee appointed under Committee's Resolution No. 105, dated 20th July 1926.
258, dated „ „ „	Worli Koliwada Scheme—Letter from Pedro Pawshaw Patil and other Patils of Worli Koliwada complaining against the provision made in the Trust budget estimate for 1927-28 for the acquisition of properties in.	Improvements Sub-Committee.
259, dated „ „ „	Provident Fund Rules—Notice of motion by Mr. Hoosenally M. Rahimtoola regarding the rate at which Provident Fund moneys should be remitted to England.	Finance and Establishment Sub-Committee.
295, dated „ „ „	Establishment—Engineer's Department—Proposal for reducing the staff due to curtailment of Trust programme of works.	Do.
326, dated 31st May 1927.	Sewri Quarry—Profit and Loss account on the working of the quarry for the year 1925-26.	Works Sub-Committee.
379, dated „ „ „	Notice of motion, dated 14th June 1927, by Mr. L. R. Tairsee that the present "War Allowances"—a term now a misnomer—paid to Trust staff be merged in the salaries.	Finance and Establishment Sub-Committee.
391, dated 5th July 1927.	Love Lane Chawls—the question of lighting passages and other places in.	Land Sub-Committee.
399, dated 7th „	Septic tanks and filter beds at Dadar-Matunga—further report.	Works Sub-Committee.
401, dated „ „	Write off of irrecoverable rents—Audit objection by Examiner, Outside Audit.	Finance & Establishment Sub-Committee.
428, dated 20th July 1927.	Suparibaug Chawls—Complaint by A. G. Louzado against defective drainage and application for provision of electric lights in.	Land Sub-Committee.
461, dated 9th August 1927.	Improvement Trust Transfer Act, 1925—References to the High Court.	Do.
470, dated 16th „	Mr. B. P. Wadke—late Sub-Engineer—reinstatement of.	Finance and Establishment Sub-Committee.

Committee's Resolution No. and date.	Subject.	Referred to.
472, dated 23rd Aug. 1927.	Mr. B. P. Wadke's representation, <i>re</i> : his retrenchment.	Finance and Establishment Sub-Committee.
479, " "	Acquisition of Dharavi Factory of Messrs. Adamjee Peerbhoy and Sons, in Scheme 56, Dharavi, case 192.	Special Sub-Committee.
480, " "	Audit to be carried out by the Government Auditors—extent of.	Finance and Establishment Sub-Committee.
481, " "	Application by tenant to be allowed to have a nursing home on his building on plot 15, West Chaupati Estate under the terms of his lease.	Land Sub-Committee.
484, " "	Board's Resolution No. 75, dated 12th August 1927, <i>re</i> : notice of motion, dated 12th May 1927, by Messrs. P. G. Sahasrabudhe and others, <i>re</i> : Hindu Maruti temple at Byculla.	Do.
485, " "	Do. No. 76, dated 12th August 1927, Do. <i>re</i> : temple of 'Mari Ai'.	Do.
486, " "	Do. No. 78, do. <i>re</i> : curtailing expenditure to be incurred against amounts sanctioned.	Special Sub-Committee.
498, dated 30th Aug. "	Financial Transaction in July 1927	Finance and Establishment Sub-Committee.
499, " "	Pension—treatment of temporary service of the Establishment under the Land Acquisition Officer.	Do.

It was remarked that several items had been pending for a considerable time and should be disposed of early.

**Resolution 516.**—Recorded.

12. Re: Notice of motion dated 1st September 1927, by Dr. A. G. Viegas, L. M. & S. re: the filling of the post of Deputy Estate Agent.

In accordance with the notice of motion, it was—  
Proposed by Dr. Viegas—

“That the Improvements Committee are of opinion that there is no necessity to fill up the post of the late Mr. G. L. Narsimham.”

Dr. Viegas asked for permission of the Committee to modify the proposition as follows:—

“That the post vacated by the late Mr. G. L. Narsimham should be abolished.

The permission was granted.

The motion was seconded by Mr. Silam.

*Amendment*—Proposed by Sir Vasant Rao, seconded by Sir Reginald Spence—

“That the subject matter of the proposition be referred to the Finance and Establishment Sub-Committee for consideration and report.”

The amendment on being put to the vote was declared *carried* and it was also carried as a substantive proposition.

**Resolution 517.**—The subject matter of the proposition should be referred to the Finance and Establishment Sub-Committee for consideration and report.

13. Re: Notice of motion dated 2nd September 1927, by Mr. Hoosenally M. Rahimtoola, B. A.

“Please note that at the next meeting of the Committee it is my intention to move the following proposition:—

‘ That the Improvements Committee are of opinion that Section 21 (4) of the Act so far as it relates to quorum be amended to the following effect:—

(1) That the quorum referred to therein be only applicable so far as items in respect of which the Committee's powers and duties have been delegated to the Sub-Committee under Section 21 (1) (b) are concerned, provided that every decision of the Sub-Committee relating to any of such items shall be final if supported by at least one-half of the whole number of members of the Sub-Committee.

(2) That no business relating to items referred to by the Improvements Committee to the Sub-Committee under Section 21 (1) (a) of the Act shall be transacted at any meeting of the Sub-Committee unless at least one-half of the members of the Sub-Committee are present from the beginning to the end thereof.

2. That the Board be requested to approach Government for the necessary legislation.’ ”

The motion was seconded by Sir Vasant Rao at whose suggestion Mr. Hoosenally agreed to refer the subject matter of the proposition to the Finance and Establishment Sub-Committee for consideration and report.

**Resolution 518.**—The subject matter of the proposition should be referred to the Finance and Establishment Sub-Committee for consideration and report.

14. Re : Establishment—Estates and Valuation Department—grant of higher initial pay to Messrs. Bhat and Vaidya.

( Cir. No. 150/1927. )

**Resolution 519.**—The Chief Officer's action in granting higher initial pay to Messrs. Bhat and Vaidya is confirmed.

15. The following documents were executed :—

(1) One debenture of the loan of 1901 for Rs. 1,000 in favour of The Bank of India, Limited, in lieu of one cancelled.

(2) Lease and Counterpart to Bai Sunderbai widow of Hansraj Pragji Thackersey and other re : Plot No. 33B, Sandhurst Road West Estate.

(3) Agreement with Mr. Edulji Sorabji Fanibanda in respect of Right of tapping and removing fruits from palm and cocoanut trees standing on plots Nos. 1, 2, 3 to 10 under Cases Nos. 552, 553, 557 and 558 in Scheme 52.

(4) Acceptance of application by Bai Gulbai Nassarwanji Master and Dhanmai Sorabji Shroff for building lease of plot No. 744, Dadar-Matunga Estate.

16. The following papers were laid on the table :—

1. Purchase orders sanctioned by the Chief Officer under Section 22(1) of the Act.

2. Work orders sanctioned by the Chief Officer under Section 22(1) of the Act.

3. Sale of Materials do do do do.

4. Charge receipts re : Roads and footpaths handed over to the Municipality.

5. Charge report by Mr. T. H. Bird, Municipal Test Audit Officer on deputation to the Trust that he has reported himself for duty from the forenoon of 18th July 1927, (Ref. C. R. 369, dated 21st June 1927).

6. Payment of Rs. 161 to Hamal Luxman Ragho of the Estates and Valuation Department as per Trustees' Resolution No. 64, dated 5th August 1927.

7. Chief Officer's sanction to the installation of a wire fencing along the southern and eastern boundaries of the Indian Broadcasting Co.'s premises within the compound of the Century Mills, Scheme 51 as also along their earth wire enclosure therein (Engineer's No. 8103, dated 15th August 1927).

8. Chief Officer's sanction for the recovery of rent for 2/3rds of the Sand plot at Mumbra from the Sand and Shingle Supply Company up to 30th September 1927 at the rate of Rs. 250 per month for the whole plot.

9. Chief Officer's sanction to the payment of Rs. 1,374-3-0 being rent and Local Fund Cess for sand plot No. 3 at Mumbra.

# Bombay Improvement Trust.

ESPLANADE ROAD,

Bombay, 13th September 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 3-30 P.M. (B.T.) there were—

PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman.*
2. MR. L. R. TAIRSEE.
3. DR. ACCACIO G. VIEGAS, L.M. & S.
4. MR. S. L. SILAM, B.A., LL.B.
5. MR. NAOROJI M. DUMASIA.
6. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
7. MR. HOUSENALLY M. RAHIMTOOLA, B.A.
8. MR. S. B. BILLIMORIA, M.B.E.
9. MR. R. D. BELL, C.I.E., I.C.S.
10. MR. W. H. NEILSON, O.B.E.
11. MR. G. A. THOMAS, C.I.E., I.C.S.
12. MR. GANPAT KRISHNAJI BORADE.

AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.

MR. J. T. BURGE, F.S.I., AG. CHIEF OFFICER AND THE SECRETARY WERE ALSO PRESENT.

*The minutes of the meeting held on 6-9-27 were signed*

1. At the outset the Chairman stated that he was asked by the President <sup>to inform the Committee that the following requisition had been received signed by members of the Board for calling a special meeting of the Board to consider the action of the Improvements Committee in advertising the Loan in "The Statesman" and that the President had fixed Monday, the 19th instant at 4-30 P.M. (B.T.) for holding the special meeting.</sup>

The Hon'ble Sir Phiroze C. Sethna observed that the letter to "The Statesman" must have reached them by this time and that they would charge us even if we cancelled our letter.

The President,  
Bombay Improvement Trust Board.

Sir,

We, the undersigned, members of the Improvement Trust Board, request you to call a special meeting of the Board at an early date to consider

the action of the Improvements Committee in deciding to advertise the Trust Loan in the "Statesman" newspaper.

BOMBAY :  
7th September 1927. }

Yours faithfully,

B. G. Horniman.  
Kanji Dwarkadas.  
Pothan Joseph.  
J. V. Vora.  
H. A. Lalljee.  
Poonsey H. Meisheri.  
B. N. Motivala.  
J. B. Baman-Behram.  
S. K. Pupala.  
G. K. Borade.  
Avantika Gokhalay.  
J. N. Choksy.  
V. D. Govindji.  
D. G. Dalvi.  
Sarojini Naidu.  
B. R. Lotevala.  
M. N. Balsara.  
Rajaram K. Vaidya.  
R. A. Gole.  
A. R. Dimtimkar.  
M. C. Javle.  
V. N. Chandavarkar.

2. Re : Scheme 47, Parel Road, Northern—plot 22 (portion of)—Application for a temporary lease of.

Considered Estate Agent's No. 12400, dated 5th September 1927 :—

"I have the honour to state that the Improvements Committee by their Resolution No. 419, dated the 20th July 1927, accepted an application by Mr. Abba Gani for a 5 years' lease of a piece of land abutting on Parel Road near the Guzri Bazar, shown bounded by red lines on the accompanying plan\*, at a rental of Rs. 84 per month which gave to the land admeasuring 168 sq. yards a rate of Rs. 100 per sq. yard on 6% basis.

2. Mr. Abba has now applied, through his engineer, to take up the adjoining triangular plot measuring 32 sq. yards, and distinguished by yellow scoring on the plan, on the same terms and conditions under which the main plot has been leased to him under the Committee's said Resolution.

3. This triangular piece of land is awkward-shaped and is not of much use to the Trust, as can be seen from the plan. Moreover, the terms offered are fair and it is therefore advisable to let it to the applicant.

4. In the circumstances, I have to request the favour of your obtaining the Committee's sanction to the leasing of the triangular plot of land admeasuring 32 sq. yards to the applicant, subject to all the terms and conditions under which the plot bounded red has already been leased to him."

**Resolution 520.**—The application is accepted.

\* Not printed.

3. Re : Nowroji Hill Estate—plot 26—commutation of ground rent.

(File No. Mis. 720/27.)

Considered Estate Agent's No. 12279, dated 2nd September 1927 :—

"I have the honour to state that the lessee of the above plot has applied, through his solicitors, for permission, to commute his ground rent by payment to the Board of a sum of Rs. 1,21,320/- as provided in the lease, dated the 6th November 1923.

The lease contains the usual proviso that if the lessee shall before the expiration of ten years from the date of the lease give to the Board 6 months' notice in writing, expiring within the aforesaid period, of his desire to commute his ground rent, he shall be allowed to do so on his paying the amount aforesaid together with interest at 6 per cent. per annum from the expiration of such notice to the completion of the surrender of the existing lease and the grant of the new lease; and, in that event, he shall surrender his existing lease and receive a new lease and counterpart at a yearly rent of Rs. 1/-, on his paying the costs of the necessary documents.

It is, therefore, suggested that the lessee's request may be acceded to and that he be allowed to commute his ground rent on payment of a sum of Rs. 1,21,320/-."

**Resolution 521.**—The sanction asked for is granted.

4. Re : Mandvi-Koliwada Chawls—reduction of rents of shops and godowns in.

(File No. Misc. 342/27.)

Considered the following :—

(a) Tenants' letter dated 11th April 1927 :—

"We, the undersigned, tenants of Mandvi-Koliwada godowns and shops beg to draw your attention that the present rent is very high and it is a regular loss to us to pay the same.

As the business has become very slack owing to the opening of Kathiawar Ports, there are many shops and godowns vacant in the vicinity and are being offered at comparatively much lower rent. We are given to understand that the rents of the godowns and shops under question are going to be reduced, but we have waited much and now we shall thank you to please let us know whether the rents will be reduced.

Hoping to be excused for the trouble."

(b) Estate Agent's No. 11530, dated 19th August 1927 :—

"\* \* \* \* \*

2. This is an application received from the tenants of shops and godowns in the Board's Mandvi Koliwada Chawls, for reduction in their rents.

3. The applicants plead for a reduction in the rents which they are at present paying on the grounds that they are high and that business is slack.

4. In this connection, a reference is solicited to the Trustees' Resolution No. 641 of 23rd December 1924, whereby they sanctioned an increase of 10 per cent in the case of shop rents of the above chawls, as recommended by the Chairman in his minute dated the 16th December 1924 printed in the preamble to the said Resolution. This increase of 10 per cent. together with previous increases amounted in all to an advance of only 27½ per cent. over the original rents fixed as far back as May 1911, as will appear from the Chairman's said minute.

5. The rents of shops thus increased by 10 per cent in 1924 and now received worked out to a letting rate of Rs. 15.37 per 100 square feet which was lower than the general letting rate which then prevailed in similar shops in the neighbourhood and which was ascertained to be Rs. 18.64 per 100 square feet (*vide* para 1 of the Land Manager's letter No. 11925 of 10th December 1924, also printed in the preamble aforesaid).

6. After the receipt of the application now under reference, enquiries were made with a view to ascertain whether the rents at present charged for these shops in the Board's Chawls

were fair and normal and it has been found that the general prevailing rate of the shops in the neighbourhood works out to Rs. 21'07 per 100 square feet, as against the rate of Rs. 15'37 which are being realised at present from the shops in question. The accompanying Statement marked C gives all particulars as to how the rate of Rs. 21'07 has been arrived at.

7. From the above figures, it will be seen that so far as the shops in this neighbourhood are concerned, the general letting rate of Rs. 18.64 that prevailed in December 1924 when the question of increase in the rents was last considered and the rate that is obtained now, viz. Rs. 21.07, are both higher than the rate of Rs. 15.37 at present realised from the shops in the Board's Chawls, thus showing clearly that the rents of these shops are, if anything, a little below the normal.

8. In this connection, it may be pointed out that out of 30 shops in the chawls in question only 2 had remained unoccupied for about two months only since the rents were last increased by 10 per cent and at present all the shops are occupied.

9. The statement made by the applicants that there are many shops vacant in this neighbourhood is incorrect as hardly any shops here are vacant. Likewise, their statement that shops in this vicinity are being offered at comparatively much lower rents is not borne out by the actual run of rents in this locality.

10. In view of the above facts, there is no justification to disturb the shop rents sanctioned in December 1924 under the Trustees' Resolution above referred to and which rents are being regularly received since then down to the present time with hardly any vacancy to speak of.

11. As regards godowns in the Board's Chawls, the rents now paid by the tenants represent a letting rate of Rs. 11'68 per 100 square feet as will be seen from Statement F attached hereto. This is lower than the rate of Rs. 12.12 which the neighbouring godowns at present realise (*vide* Statement C). It may, however, be pointed out that the latter fetched a higher letting rate of Rs. 16'77 per 100 square feet in December 1924, which no doubt implies a fall in the godown rents since that date.

12. Statement F shows that there are in the Board's Chawls, 16 large godowns behind the shops, each fetching Rs. 100 per month, with the exception of one which is let at Rs. 150 and 10 small godowns, the rents of which vary, according to size and situation, from Rs. 78-6-0 to Rs. 14-14-0 per mensem.

13. Six of the large godowns including the one fetching Rs. 150 are at present vacant. This indicates that vacancies in large godowns are heavy and work out to as much as 37 per cent. At the same time, small godowns remain more or less occupied and, at present, there is no vacancy.

14. Although the present letting rate of godowns in the Board's Chawls is less than that now prevailing in other similar godowns in the vicinity, it is suggested that in view of the heavy vacancies of 37 per cent. in the large godowns, some reduction, say Rs. 15 per mensem, may be allowed in the rent of each of these godowns except the large godown let at Rs. 150 per month, the rent of which may now be fixed at Rs. 120. No concession need, however, be made in the rents of other small godowns as none seems to be justified.

15. If the above suggestions be accepted, it will result in a loss of Rs. 255 per month on the total recoverable rent of the 16 large godowns, and the rents thus reduced will give a rate of Rs. 9'50 per 100 sq. ft. for these large godowns. It is, however, anticipated that this loss will be made up to some extent by a reduction in vacancies so that the ultimate loss in income will be less than what it is at present."



**Statement C showing the areas and rents of shops and godowns in the Board's Lessees and other private buildings in the neighbourhood of the Board's Chawls at Mandvi Koliwada—Scheme 8.**

*Shops.*

Plot No.	No. of Shops.	Area Sq. ft.	Monthly rent.		Remarks.
			Rent.	Rate per 100 Sq. ft.	
			Rs.		
14	7	2,722	352	12'93	
15	7	1,843	419	22'73	
16	3	1,344	305	23'69	
29	7	1,929	560	29'03	
30	6	1,651	370	22'41	
31-32	7	3,471	725	20'88	
	37	12,960	2,731	21'07	
			<i>Godowns.</i>		
33-34	3	2,296	315	13'72	
St. No. 55	...	.....	.....	.....	Formerly used as a Godown but now as a Jamat Khana.
43	...	.....	.....	.....	Used by owner at present.
395	1	1,595	280	17'55	
391A	2	1,811	210	11'59	
390-394	2	2,762	221	8'00	
401	...	.....	.....	.....	Under repairs.
	8	8,464	1,026	12'12	

Statement F showing the areas and rents of the godowns in the Board's Chawls at Mandvi Koliwada—Scheme 8.

Godown No.	Length.	Breadth.	Area in Sq. ft.	Present Rent.	Rate per 100 Sq. ft.	Remarks.
				Rs. as.		
1	40'-9"	13'-0"	1,345	150 0		
2	"	22'-0"	896	100 0		
3	"	19'-6"	795	100 0		
4	"	22'-0"	896	100 0		
5	"	"	896	100 0		
6	"	"	896	100 0		
7	"	"	896	100 0		
8	"	"	896	100 0		
9	"	"	896	100 0		
10	"	"	896	100 0		
11	"	"	896	100 0		
12	"	"	896	100 0		
13	"	"	896	100 0		
14	"	"	896	100 0		
15	"	"	896	100 0		
16	"	"	896	100 0		
			14,664	1,650 0	11'25	
1	...	.....	510	78 6		
2	...	.....	455	72 4		
1	...	.....	349	47 2		
2	...	.....	352	47 2		
3	...	.....	238	31 6		
4	...	.....	347	44 0		
1	...	.....	232	31 6		
2	...	.....	207	28 0		
3	...	.....	244	32 2		
4	...	.....	180	14 14		
			3,114	426 10	13'70	
			17,778	2,076 10	11'68	

**Resolution 522.**—The proposals made by the Estate Agent in paras 10 and 14 of his letter No. 11530, dated 19th August 1927, are sanctioned and the applicants should be informed accordingly.

5. Re : Establishment—Engineer's Department—Mr. J. R. Kanga—Sub-Engineer—  
privilege leave to—for 1 month and 11 days.

Considered the following :—

- (a) Mr. Kanga's application dated 2nd September 1927.  
(b) Chief Accountant's note :—" The leave is admissible."

**Resolution 523.**—Sanction is accorded to the grant to Mr. Kanga of the privilege leave for one month and eleven days.

6. Re : Establishment—Engineer's Department—Mr. M. Framji—confirmation of, as Trust  
Architect.

( File No. Mis. C. R. 512/27. )

Considered Chief Officer's note, dated 7th September 1927 :—

"When Mr. Cable left the service of the Board on 8th May 1926, Mr. Framji, Assistant Engineer on Rs. 600, in the grade of Rs. 450-50-600, was appointed to act as Trust Architect on the normal acting allowance of Rs. 240 per month ( *i. e.*  $\frac{1}{2}$ th of Rs. 1200, the minimum pay of the Trust Architect's grade ) and the late Mr. Wittet was appointed Consulting Architect on Rs. 500 per month. (Trustees' Resolution No. 209 dated 29th April 1926). Mr. Wittet resigned from 1st August 1926 and since then Mr. Framji has been doing the work by himself. Mr. Framji was granted an increment of Rs. 50 per month from 8th May 1927 on completion of one year's service as acting Trust Architect and his salary was thus raised to Rs. 890 per month. (Committee's Resolution No. 309, dated 24th May 1927).

In view of the abovementioned change in the grade, Mr. Framji's salary was fixed at Rs. 900 from 9th August 1927 (C. R. No. 512, dated 6th September 1927).

When the question of fixing Mr. Framji's salary at Rs. 900 referred to above was under discussion, it was the desire of several Members of the Committee that Mr. Framji should be confirmed in his grade, unless there were any specific reasons to the contrary. I stated that personally, I should be glad to have Mr. Framji confirmed as Trust Architect, but that a few applications from outsiders were received though no applications were invited. The Committee, however, thought that the applications received should not be considered as none were invited.

In accordance, therefore, with the Committee's wishes, I propose that Mr. Framji be confirmed as Trust Architect with effect from 9th August 1927, the date on which the change in the grade was made.

I strongly recommend this proposal, as Mr. Framji has proved himself eminently suitable for the permanent post."

Proposed by the Chairman, seconded by the Hon'ble Sir Phiroze C. Sethna—

*M.*

"That Mr. Framji be confirmed as Trust Architect with effect from 9th August 1927, as proposed by the Chief Officer."

*Amendment.*—Proposed by Dr. Viegas, seconded by Mr. Borade—

"That the consideration of this matter be postponed pending the receipt of the Chief Officer's report *re* : the daily work done by the various members of the Engineer's Department, as per Dr. Viegas' Notice of Motion on this Agenda."

The *amendment* on being put to the vote was declared *lost*, by 3 to 7.

The *original proposition* was then put to the vote and declared *carried*, only Dr. Viegas and Mr. Borade dissenting.

**Resolution 524.**—Mr. M. Framji should be confirmed as Trust Architect with effect from 9th August 1927 as proposed by the Chief Officer.

7. Re : Dadar-Matunga—plot 28—motor garage on.

( File No Mis. 727/27. )

Considered the following :—

(a) Trust Architect's No. 2290, dated 30th August 1927 :—

" I have the honour to forward herewith a plan\* received from the lessee's architects showing the motor garage proposed to be erected on the above plot and to state that the proposal may be allowed on the Board's usual normal conditions contained in T. R. No. 296, dated 27th September 1918."

(b) Estate Agent's No. 12556, dated 7th September 1927 :—

" \* \* \* \* \*

2. There is no objection to the proposal being sanctioned. Extra ground rent will, however, be chargeable at Rs. 25 per annum for every 100 Sq. ft. of the area covered by the garage."

**Resolution 525.**—The proposed motor garage should be allowed subject to the usual normal conditions contained in Trustees' Resolution No. 296 dated 27th September 1918 and No. 255 dated 22nd June 1920.

8 Re : Fees in respect of Meetings of the Improvements Committee

Considered Chief Officer's note, dated 10th September 1927 :—

"The Act to amend the City of Bombay Improvement Trust Transfer Act, 1925, abolishing the payment of fees in respect of Meetings of the Improvements Committee was published in the Bombay Government Gazette on the 2nd September 1927 and no fees for attending the Committee Meetings will be paid from that date."

**Resolution 526.**—The Chief Officer's note should be recorded and the Board should be informed with reference to their Resolution No. 32, dated 22nd March 1927, that the Act to amend the Transfer Act, 1925, abolishing the payment of fees in respect of meetings of the Improvements Committee has received the assent of the Governor-General and will take effect from the 2nd September 1927.

9. Re : Notice of motion, dated 30th August 1927, by Dr. Accacio G. Viegas, L.M. & S

In accordance with the notice of motion, it was—

Proposed by Dr. Viegas—

“That the Chief Officer be requested to report as to the specific daily work done at present by (1) the Trust Engineer, (2) the three Senior Assistant Engineers, (3) the acting Architect, (4) the four junior Assistant Engineers, (5) the six Sub-Engineers, (6) the fourteen Overseers, (7) one Petty Sales and Stores Purchasing Officer at a very early date.”

At the suggestion of Mr. Tairsee the words “and all the other servants of this Department” were added after the words Stores Purchasing Officer.”

At the suggestion of Mr. Neilson, the words “the Architect” were substituted for the words “the Acting Architect”.

At the suggestion of Mr. Hoosenally, the words “the Acting Trust Engineer” were substituted for the words “the Trust Engineer.”

The motion altered as above was seconded by Mr. Silam.

The motion on being put to the vote was declared as *lost* by 4 to 6.

Dr. Viegas demanded a poll. The following members voted for and against the motion:—

<i>For</i>	<i>Against.</i>
1. Mr. Hoosenally.	1. The Hon'ble Sir Phiroze C. Sethna.
2. Dr. Viegas.	2. Mr. Billmoria.
3. Mr. Silam.	3. „ Bell.
4. Mr. Borade.	4. „ Dumasia.
	5. „ Tairsee.
	6. „ Thomas.
	7. „ Neilson.

The Chairman declared the motion as *lost*.

10 Re . Notice of motion, dated 7th September 1927, by Dr. A. G. Viegas, L.M. & S.

In accordance with the notice of motion it was—

Proposed by Dr. Viegas—

“That Mr. B. G. Horniman and Mr. S. L. Silam be appointed to substitute members of the Finance and Establishment Sub-Committee and be called to the meetings thereof when the members of Committee intimate they are not able to attend.”

Mr. Hoosenally raised a point of order and enquired whether the motion was in order.

The Chairman ruled the motion out of order.

11. Re : Notice of motion, dated 7th September 1927, by Mr. A. G. Viegas, L.M. & S.

In accordance with the notice of motion, it was—

Proposed by Dr. Viegas—

“That the Chief Officer be requested to expedite his Report on the Letter No. O. A. 10-9 dated 7th April 1927, *re.* abnormally high costs of the Management and Establishment charges of the Trust which was considered at the Committee's meeting of 12th April 1927 and which he had promised to submit very shortly.”

The motion was seconded by Mr. Silam.

**Resolution 527.—Carried.**

12. Re : Dharavi Scheme,—Scheme No. 56—Revised Report of the Special Sub-Committee.

Considered the following :—

(a) Revised report of the Special Sub-Committee :—

“As requested by the Committee, we have considered the subject matter of the four Resolutions set forth in Appendix A\* hereto and beg to report as follows:—

2. The Dharavi Scheme was notified by the Board in 1919. It contains an area of 24,90,489 square yards and the boundaries are—on the East the main line of the G. I. P. Railway and the Sion-Kurla Causeway, on the South the Mahim Connection Chord Railway, on the West the B. B. & C. I. Railway and the North, the Dharavi Creek. Certain properties used for, or in connection with, religious purposes and the Andhra Valley Receiving Station were not proposed to be acquired. The scheme was a “Street Scheme” and the idea was to acquire the whole of the land including the tanneries and the foreshore of the creek and to lay out the area as sites for residential purposes.

3. We are informed by the Chief Officer that in 1925 the late Board, in view of the change in circumstances, appointed a Special Committee to advise (a) whether any, and if so what, properties should be excluded from the Scheme, and (b) whether the filling in of the land, which had been commenced in 1921–22, should be continued or postponed for a number of years. As regards the first point we understand that the then Chairman (now the Chief Officer) suggested that the acquisition of approximately 5'98 lakhs of square yards should be abandoned. The properties proposed to be excluded included most of the tanneries, the Kolis' Village, a large area of low-lying foreshore land and certain other properties. No decision had been come to on this point when the Board went out of office but on the second point (*i.e.* that relating to filling) they had decided that in addition to the land already filled in the vicinity of the Mahim Chord Railway only certain portions along the eastern boundary (*i.e.* under the Tata Transmission Lines which was to be paid for by the Company) and in the south eastern corner should be filled and that when this work had been completed the railway leading from the scheme area to the hill in Salsette should be removed. This was actually done before the new Board came into being last year.

4. The present position is as follows:—Out of the total area of 24,90,489 square yards included in the Scheme 17,11,123 square yards have been acquired at a cost, including management and establishment charges, of Rs. 40,36,528. The average cost per square yard is therefore about Rs. 2'36. The bulk of the land was, and is, low-lying; it forms in the main one complete mass and lies between the railways and the village and tanneries.

5. The land which has not been acquired comprises an area of 7,79,366 square yards and includes the Kolis' Village, the tanneries on the north of the main road running from Mahim Station to Sion, a considerable area of low-lying foreshore land, part of the

\*Printed below.

village on the south of the road and most of the tanneries. It also includes a number of small properties scattered over the acquired area. The estimated cost of acquiring all these properties, exclusive of compensation for trade claims of which no reliable estimate can be made but inclusive of management and establishment, is Rs. 56 lakhs.

6. The amount spent on Works up to the 31st March 1927 is Rs. 25'53 lakhs. This is made up of Rs. 17'20 on filling including the railway, Rs. 2'79 on the large storm water drain and Rs. 5'54 on plant. An area of about 1,70,000 square yards has been filled to finished level and a further area of about 43,000 sq. yards has been partially filled.

7. We have inspected the area included in the Scheme and particularly those properties which have not yet been acquired. We have also interviewed some of the owners of tanneries and their legal advisors. In view of the decision we have come to regarding the exclusion of Kolis' Village we have not thought it necessary to interview the Kolis.

8. We are of opinion that there is not likely to be any demand for land for residential purposes in this particular area for a considerable number of years to come and we consider that the late Board acted wisely in stopping the filling.

9. We advise that out of the 241 properties unacquired the Board should at once withdraw from the acquisition of 186 admeasuring 7,05,457 square yards, and are known as Cases Nos. 192, 192A, 196, 197, 199, 200-200A, 202, 579, 583, 584, 585, 586, 588, 590, 591, 592, 593, 594, 595, 595A, 595B, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 619A, 620, 620A, 620B, 620C, 620D, 620E, 620F, 620G, 621, 622, 623, 624, 624A, 624B, 624C, 624D, 624E, 624F, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 672A, 672B, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 706A, 707, 707A, 709, 709A, 70, 71, 106, 144-144A, 145, 146-146A, 146B, 147-147A, 148, 148A, 150, 151 part, 152, 153-153A, 154A, 155, 158B, 164A, 180, 180A, 181, 183, 184, 185, 187, 187A, 188, 206-206A, 206B, 209, 213, 214, and 448. These properties are coloured green on the large scale plan forwarded herewith\* and are described in Schedule\* A hereto. We estimate that by withdrawing from acquisition of these properties the outlay on acquisition will be reduced by about 49.43 lakhs. This estimate does not include the amount which would be payable in respect of trade claims if the acquisition were proceeded with and per contra it does not take into account the amount which will have to be paid by the Board under Section 48(2) of the Land Acquisition Act. We are advised however that the amount so payable by the Board is not likely to be heavy and in this connection we have taken the joint opinion of the Advocate General and Mr. Jinnah.

10. The properties proposed to be denotified include the Kolis' Village, all the tanneries on the north of the main road from Mahim to Sion, a large area of foreshore land, and also most of the tanneries on the south of that road.

11. As regards the remaining lands coloured red on the plan, including a few small tanneries, we have asked the Chief Officer to make a further report, when the denotification or otherwise of these properties will be considered and reported on."

**Appendix A.**

*Notice of Motion by*

Committee's Resolution 105,  
dated 20th July 1926.

Mr. Hoosenally M. Rahimtoola, B.A.

Board's Resolution 25, dated  
19th July 1926.

Committee's Resolution 155,  
dated 19th August 1926.

Mr. Meyer Nissim, M.A.

Committee's Resolution 158,  
dated 19th August 1926.

Mr. Naoroji M. Dumasia.

Moved by Dr. Batliwala.

Board's Resolution 48, dated  
13th April 1927.

Committee's Resolution 257,  
dated 4th May 1927.

Petition of Kolis.



**SCHEDULE A.**  
Lands proposed to be excluded.

Case No.	Area. Sq. Yds.	Description.	Remarks.
<i>North of Dharavi Road</i>			
192	21,218	} Tannery.	
192A	3,356'44		
196	6,538'61	Rewa Fort.	
197	28,358	Tannery.	
199	1,592'55	Passage.	
200-200A	6,562'10	Tannery.	
202	418	Drain.	
579	10,510	Vacant Land.	
583	4,299'55	Tannery.	
584	15,409'89	Do.	
585	11,699'33	Do.	
586	10,940	Do.	
588	9,700	Do.	
590	10,994'89	Do.	
591	10,692'66	Do.	
592	10,973'11	Do.	
593	36'44	Foreshore Land.	
594	8,490'44	Tannery.	
595	10,871'55	Land with godowns and Chawls.	
595A	343	Vacant Land.	
595B	126	Do.	
596	91'55	Land with temple.	
597	92'44	Vacant Land.	
598	21	Land with Police Chowky.	
599	4	Land with cross.	
600	37	Vacant Land.	

Case No.	Area Sq. Yds.	Description.	Remarks.
<i>North of Dharavi Road—contd.</i>			
601	59	Land with building.	
602	53'77	Do.	
603	93'33	Do.	
604	64'88	Vacant Land.	
605	72'88	Do.	
606	20'66	Land with shed.	
607	39'33	Land with building.	
608	242'88	Do.	
609	40'88	Do.	
610	416'11	Do.	
611	35'55	Land with shed.	
612	20	Vacant Land.	
613	163'66	Land with building.	
614	28'66	Land with shed.	
615	175	Land with building.	
616	184	Do.	
617	350	Do.	
618	82'38	Do.	
619	144'66	Do.	
619A	4	Water sink.	
620	92	Land with building.	
620A	126	Do.	
620B	107'72	Do.	
620C	62	Do.	
620D	60	Do.	
620E	54	Do.	
620F	26	Do.	

Case No.	Area Sq. Yds.	Description.	Remarks.
<i>North of Dharavi Road—contd.</i>			
620G	7	Land with structure.	
621	86.44	Land with building.	
622	90.77	Do.	
623	52.22	Do.	
624	5,569	Passage and Vacant Land.	
624A	5.33	Land with water pipe.	
624B	18	Latrines.	
624C	422.44	Land with building.	
624D	111.11	Do.	
624E	7,052	Passage and Vacant Land.	
624F	25	Vacant Land.	
625	262.22	Land with building.	
626	85.77	Do.	
627	55.77	Land with structure.	
628	99.77	Do.	
629	116.11	Land with building.	
630	204.77	Do.	
631	102.77	Do.	
632	50.55	Do.	
633	167.22	Do.	
634	209.77	Do.	
635	88.55	Do.	
636	261.77	Do.	
637	69.55	Do.	
638	31.77	Do.	
639	21.33	Land with shed.	
640	93.77	Land with building.	

Case No.	Area Sq. Yds.	Description.	Remarks.
<i>North of Dharavi Road—contd.</i>			
641	63'33	Land with building.	
642	80	Do.	
643	150'11	Do.	
644	94	Do.	
645	133'55	Do.	
646	94'33	Do.	
647	73'66	Do.	
648	61'45	Do.	
649	75'66	Do.	
650	61'11	Do.	
651	163'11	Do.	
652	94'77	Do.	
653	50'11	Do.	
654	91'88	Do.	
655	175'77	Do.	
656	57'55	Do.	
657	124'22	Do.	
658	61'66	Do.	
659	48'22	Do.	
660	59'55	Land with structure.	
661	71'77	Land with building.	
662	71'88	Do.	
663	33'22	Land with shed.	
664	106	Land with building.	
665	154'44	Do.	
666	145'2	Do.	
667	39'55	Do.	

Case No.	Area Sq. Yds.	Description.	Remarks.
<i>North of Dharavi Road—contd.</i>			
668	58.88	Land with building.	
669	128.66	Do.	
670	32.22	Do.	
671	57.66	Land with shed.	
672	64.33	Land with building.	
672A	39	Vacant Land.	
672B	42	Do.	
673	66.77	Land with building.	
674	28	Land with shed.	
675	27.88	Do.	
676	111.22	Land with building.	
677	58.22	Do.	
678	104.55	Do.	
679	34.84	Land with shed.	
680	82.77	Land with building.	
681	103.44	Do.	
682	98.55	Do.	
683	122	Do.	
684	199.11	Do.	
685	102.66	Do.	
686	78.11	Do.	
687	96	Do.	
688	58.66	Land with shed.	
689	35.11	Do.	
690	69.33	Land with building.	
691	66.33	Vacant Land.	
692	26.22	Land with shed.	
693	165.88	Land with building.	
694	67.77	Do.	

Case No.	Area Sq. Yds.	Description.	Remarks.
<i>North of Dharawi Road—concl'd.</i>			
695	35'11	Land with shed.	
696	87'11	Land with building.	
697	77'11	Do.	
698	39'33	Land with shed.	
699	56'44	Land with building.	
700	184'66	Do.	
701	129'55	Do.	
702	89	Vacant Land.	
703	52	Land with building.	
704	1,840	Vacant Land.	
705	75,205	Foreshore Land.	
706	48,656	Do.	
706A	26,851	Do.	
707	7,139'22	Land with buildings and godown.	
707A	2,868'77	Vacant Land.	
709	1,51,637'33	Foreshore Land.	
709A	27,825	Do.	
<i>South of Dharavi Road.</i>			
70	13,384'88	Flour Mill.	
71	900	Compound.	
106	12,793	Tannery.	
144-144A	12,436	Do.	
145	14,351	Do.	
146-146A	30,075	Do.	
146B	3,291	Do.	
147-147A	2,737	Chawl and godowns.	
148	10,313	Tannery.	

Case No.	Area Sq. Yds.	Description.	Remarks.
<i>South of Dharavi Road—concl'd.</i>			
148A	1,137·80	Vacant Land between two tanneries.	
150	73	Sluice House.	
151 part	24,231	Tannery.	
152	3,978	Do.	
153-153A	4,843·33	Do.	
154A	127·66	Passage to tannery in case No. 153.	
155	4,054	Tannery.	
158B	432	Temple.	
164A	103	Do.	
180	1,395	Pipe Line.	
180A	129	Do.	
181	1,026	Passage.	
183	1,804·55	Land with building.	
184	519	Passage.	
185	868	Land with building.	
187	843	Do.	
187A	1,690	Do.	
188	3,511	Do.	
206-206A	2,704	Passage.	
206B	115	Municipal stand pipe.	
209	835	Church.	
213	785	Land belonging to temple in case No. 214.	
214	739·80	Temple.	
448	232	Do.	
186	<u>705·457</u>		

## (b) (i) Minute of dissent by Mr. Hoosenally M. Rahimtoola, B.A. :—

"I do not agree with the report.

In 1918, the Chairman of the Port Trust wrote a letter and asked the Improvement Trust to consider the advisability of preparing a scheme for the area between Wadala and Sewri for improving the area and providing a site for workmen's dwellings. This was referred to a Sub-Committee.

The Sub-Committee submitted three schemes, *viz.*, Worlee, Wadala and Dharavi.

The Dharavi scheme was recommended because it would improve the prospects of the Board's Dadar-Sion Estate and as it would provide residential areas for the upper, middle and working classes by the removal of the tanneries and the reclamation along the Southern Shore of the Mahim Creek.

The area to be acquired was 22.66 lacs sq. yards and the nett area to be made available for leasing was 16 lacs sq. yards. The cost of acquisition was to be Rs. 68.15 lacs, of filling Rs. 33.75 lacs and Roads Rs. 36.66 lacs. Thus the total estimated cost was Rs. 138.59 lacs which worked out at Rs. 8.66 per sq. yard. This report was approved by the Board and the Estate Agent was asked to work out the scheme with the least possible delay. This was in March 1919.

Within three months in June 1919, the Estate Agent submitted his report. The area to be acquired was 26.79 lacs sq. yards or about four lacs more than the first estimate. The cost of acquisition was to be Rs. 66.65 lacs, of filling Rs. 45.51 lacs and of Roads and Sea Wall Rs. 39.56 lacs. Total Rs. 151.72 lacs or about 13 lacs more. Area to be made available for disposal was 19.76 lacs sq. yards or 3.76 lacs sq. yards more. The Scheme was to be completed in 12 years and it was expected that the land would fetch Rs. 12 per sq. yard, a profit of about Rs. 3.5 lacs.

Thus it will be seen that the Scheme was very minutely worked out. The only mistake made was that the fact that the tanneries were a business concern and not residences was not taken into consideration. The object of the scheme was to remove the so called insanitary tanneries, to fill in the low-lying land and thus to provide residential areas for all classes. The scheme was besides to improve the prospects of the Trust's Dadar-Sion Estate.

Unfortunately later during the boom period the Board decided to expedite the scheme, the 12 years' period was to be curtailed to five or six. Heavy expenditure on plant and works was incurred.

In October 1920, the estimates were revised and it was found that the total cost would be Rs. 194 lacs, the area of the scheme 25,35,192 sq. yards and the area available for selling 19,01,394 sq. yards. Thus the average rate for selling the land worked out at Rs. 15 per sq. yard, if the Trust were not to make a loss against the original rate of Rs. 12.

In 1921, it was decided to utilise the Dharavi plant for the Sewri-Wadala and the Sion-Matunga schemes and no new plant was to be purchased and the Dharavi work was to proceed as expeditiously as possible with the remaining plant.

The present position as mentioned in the report is as follows :—

Area acquired	...	...	...	...	17,11,123 sq. yards.
Area not acquired	...	...	...	...	7,79,366 "
Cost of acquisition	...	...	...	...	Rs. 40,36,528
Cost of Works	...	...	...	...	" 25.53 lacs.

These figures are exclusive of interest and sinking fund charges and if these were added the total cost would increase by several lacs.



In 1919, Messrs. Sanghani and Company had submitted an application to Government for developing the creek and the adjoining land for residential purposes. Government rejected this at the instance of the Trust. The result as now decided by the Sub-Committee is that neither the Trust have done this development nor have they allowed others to do it.

The Sub-Committee now recommends on account of the heavy cost of acquiring the tanneries and on account of want of demand for land to denotify the tanneries and the Koli village. In coming to this conclusion the financial aspect of the question has not been considered at all. I specifically asked the Chief Officer about it and I was told that it would take about six to nine months to prepare it. I am of opinion that the Sub-Committee have made a mistake in not considering the financial aspect of the question. There should have been before the Sub-Committee two or three carefully prepared estimates showing the loss in each case. The Sub-Committee would then have been in a better position to decide.

I take it that it is the intention of the Sub-Committee to allow the tanneries to go on without hindrance. Even if it is so the tannery owners are at a disadvantage as their godowns and the residences of their workmen have in many cases been acquired. But I want to draw special attention to the fact that the original intention of the scheme is frustrated as the insanitary tanneries are allowed to exist and continue and the nuisance and smell and the offensive trade will remain. How will the land acquired be developed then? Who will purchase this land for residential purpose in the midst of smell and nuisance of the tanneries? What it will cost to develop the acquired area? What rates are the Trust likely to realise and what will be the ultimate loss? If this land is not sold for residential purposes to what other use it can be put? All these questions the Sub-Committee have failed to inquire into.

It might be argued that the tannery owners can establish themselves at Trombay on the land provided by the Development Department. The consideration offered to them by the Trust is so low that it would be impossible for them to build new tanneries with the amount received. They would, therefore, have to incur heavy capital expenditure which many of them are not in a position to provide or to raise loans. The interest and other charges would increase so greatly that they would hardly be able to carry on the trade successfully. Besides the land in Trombay is not yet developed and there is no proper water supply, no roads, no lights, no drains, no railways, no police protection and no Municipal arrangements.

I hope it is not the intention of the Sub-Committee that after denotification the Municipal Commissioner should cancel the licenses of the tanneries and thus enable the Trust to acquire them at practically no cost and to the utter ruin of the tannery owners and the destruction of the hide industry and trade in Bombay. If it is, I do not want to use strong terms but I must say it would be most arbitrary and unfair, and I hope the Corporation will not allow it.

The manner in which it was decided by the Sub-Committee whether particular cases should be acquired or denotified is also objectionable. They did not go by any fixed principle at all, but came to conclusions in a haphazard manner.

The rise, the prosperity of Bombay and the high position to which it has reached is due entirely to its port and its trade and industry. This fact has been entirely lost sight of in recent years by almost all the public bodies and Government. Instead of giving all facilities and encouragement to trade and industry all sorts of obstacles and hindrances have been thrown in their way in the name of sanitation and improvement. We are thus killing the goose that lays the golden egg.

The question, therefore, is whether we want this industry in Bombay or not. If we want it in Bombay but not in the particular area we should give the owners all facilities so that they can successfully carry on the trade in view of the competition throughout India and outside or we must allow them to continue where they are without any hindrances.

Under the circumstances I hope the Committee will refer back the question to the Sub-Committee."

(ii) Note by Mr. Hoosenally M. Rahimtoola, B.A., dated 6th September 1927 :—

“After the above note was written on the first draft report there have been further meetings of the Sub-Committee and the draft has been modified.

It has been pointed out that it will take a long time to prepare financial forecasts and these would be mere guess works and would not be reliable as no one knows how long it will take before trade and financial conditions of Bombay improve and after how many years it will be possible to sell the land. Besides it would not be fair to the owners to keep their cases pending and the earlier the matter is decided the better. I only hope that the legal advice turns out correct and that the Trust will not have to pay heavy damages. For the tanners are sure to claim large amounts and if they are successful I do not know what the position of the Trust would be. The remedy would then be worse than the disease.

I must again mention that the original intention of the scheme, *viz.*, improvement of the insanitary area and providing a residential area, is now abandoned after an expenditure of about Rs. 66 lacs exclusive of interest and sinking fund charges. If this amount had been spent to improve slum areas in the heart of the city how much good it would have done and the present heavy losses would have been saved.

It is now proposed that the tanneries be allowed to continue and the acquired area be utilised for milch cattle stables and other obnoxious trades.

As far as I have understood the only reason why the Sub-Committee have recommended denotification, is that the expenditure of about Rs. 66 lacs upto the end of last year is practically wasted and that there are heavy losses and that further losses in acquisition and development and interest charges on new loans for the purpose should be prevented.

As regards my remarks on the land in Trombay in my first note I am informed by the Secretary of the Development Department that there are some mistakes and that the water mains are laid and there is a Railway line.”

The Press was excluded when this item was being discussed.

Counsel's opinion was read by the Chief Officer and after the discussion had proceeded for some time, it was resolved—

**Resolution 528.**—The consideration of the matter should be postponed to the next meeting of the Committee.

13. The following documents were executed :—

(1) Three debentures in favour of Mr. Hari Pandurang Deshmukh and others in lieu of one of each of the following loans :—

- (i) Loan of 1901 for Rs. 2,000.
- (ii) „ 1903 for Rs. 500.
- (iii) „ 1913 for Rs. 500.

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(2) Leases and Counterparts to the Governing Body of the Executive Board of the Methodist Episcopal Church in Southern Asia *re* : Plots Nos. 25-27 and Plot No. 30, on West Agripada Estate.

(3) Agreement and duplicate with Mr. Haji Mahomed Cassum Murad and others for building lease of land in Case No. 14, Scheme 54. (Kolbhatwadi.)

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14. The following papers were laid on the table :—

1. Purchase orders sanctioned by Chief Officer under Section 22(1) of the Act.
  2. Work orders      Do.                      do.                      do.
  3. Sale of Materials      Do.                      do.                      do.
  4. Tenancy agreements entered into by Chief Officer under Section 22(1) of the Act.
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# Bombay Improvement Trust.

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ESPLANADE ROAD,

Bombay, 20th September 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 3-30 P.M. (B.T.) there were—

PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman.*
  2. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E.
  3. DR. ACCACIO G. VIEGAS, L.M. & S.
  4. MR. L. R. TAIRSEE.
  5. MR. S. L. SILAM, B.A., LL.B.
  6. MR. NAOROJI M. DUMASIA.
  7. MR. HOSENALLY M. RAHIMTOOLA, B.A.
  8. SIR REGINALD SPENCE, KT.
  9. MR. S. B. BILLIMORIA, M.B.E.
  10. MR. S. D. SAKLATVALA.
  11. MR. R. D. BELL, C.I.E., I.C.S.
  12. MR. W. H. NEILSON, O.B.E.
  13. MR. G. A. THOMAS, C.I.E., I.C.S.
  14. MR. GANPAT KRISHNAJI BORADE.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.  
MR. J. T. BURGE, F.S.I., AG. CHIEF OFFICER AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meeting held on 13th September 1927, were  
*signed.*

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1. The following Resolution of the Board was considered as urgent business with permission.

“That in view of the insulting remarks against Indian Womanhood published by No. 88. “The Statesman,” the Board are of opinion that no advertisement concerning the administration of the Board be given to the paper.

That the Committee be requested to rescind their Resolution passed at their last meeting, so far as it sanctions giving of an advertisement to the Statesman.”

The Resolution was considered in two parts viz. :—

(1) “That in view of the insulting remarks against Indian Womanhood published by “The Statesman”, the Board are of opinion that no advertisement concerning the administration of the Board be given to that paper, and

(2) That the Committee be requested to rescind their Resolution passed at their last meeting, so far as it sanctions giving of an advertisement to "The Statesman."

*Part I.*—Proposed by the Chairman, seconded by Sir Vasantao—

"That the para 1 of the Board's Resolution be recorded and a copy thereof be forwarded to the Chief Officer for information and guidance."

*Amendment.*—Proposed by Dr. Viegas, seconded by Mr. Silam—

"That a copy of the para 1 of the Board's Resolution be forwarded to the Chief Officer for information, guidance and compliance."

The amendment on being put to the vote was declared *lost* by 3 to 8.

Dr. Viegas demanded a poll. The following members voted for and against the amendment :—

<i>For</i>	<i>Against</i>
1. Dr. Viegas.	1. Sir Vasantao.
2. Mr. Silam.	2. Sir Reginald Spence.
3. Mr. Borade.	3. Mr. Billimoria.
	4. Mr. Bell.
	5. Mr. Saklatvala.
	6. Mr. Dumasia.
	7. Mr. Thomas.
	8. Mr. Neilson.

Messrs. Hoosenally and Tairsee did not vote.

The Chairman declared that the amendment was lost. The original proposition was then put to the vote and declared carried by 8 to 2.

*Part II.*—Proposed by the Chairman—

"That the Committee's Resolution No. 506, dated 6th September 1927, so far as it relates to the printing of the Notification in "The Statesman" be rescinded."

*First Amendment*—Proposed by Mr. Thomas, seconded by Mr. Dumasia—

"That the para 2 of the Board's Resolution be recorded."

The amendment on being put to the vote was declared *lost* by 5 to 6.

*Second Amendment*—Proposed by Dr. Viegas, seconded by Mr. Silam—

"That the Chief Officer be requested to wire to "The Statesman", stopping the publication of the notification in the issue of the 24th September 1927 in obedience to the orders of the Board."

The amendment on being put to the vote was declared carried by 7 to 1 and it was carried as a substantive proposition also.

**Resolution 529.**—The para 1 of the Board's Resolution should be recorded and a copy thereof should be forwarded to the Chief Officer for information and guidance.

2. The Chief Officer should be requested to wire to "The Statesman," stopping the publication of the notification in the issue of the 24th September 1927 in obedience to the orders of the Board.

2. The following letters of the Accountant General were considered as urgent business with permission :—

(a) Accountant-General's No. O. A. 10-337, dated 12th September 1927 :—

"I have the honour to address the Improvements Committee on the subject of letter No. O. A. 10-369, dated the 12th October 1926, from the Examiner, Outside Audit, and the reply thereto given in a note by the Chief Officer, both of which are printed in the preamble to the Committee's Resolution No. 402, dated the 7th July 1927.

2. It will be observed that the Examiner's letter is dated the 12th October 1926 and that it was submitted for the consideration of the Committee at their meeting of the 7th July 1927. I invite the attention of the Committee to their Resolution No. 59, dated the 29th June 1926, in which, at the instance of this office, orders were issued in order to minimise delays on the part of the Trust Officers in attending to audit objections. Of the several institutions under the audit of the Examiner, the Improvement Trust is easily the worst offender in this respect and, as there has been little or no improvement, I would suggest that the reasons for the delay in this specific instance be enquired into. I need scarcely point out that audit objections lose much of their value by belated consideration and disposal. Moreover, in the present case it was considered desirable that the letter should be dealt with when Mr. M. S. Bharucha, during whose tenure of office as Land Manager the serious irregularities complained of occurred, was on active duty; two reminders were accordingly issued by this office but to no avail. Having brought this to the notice of the Committee, I proceed to deal with the subject matter of the Examiner's letter.

3. *Paragraph 2 of the Examiner's letter and the Chief Officer's reply thereto.*—The Chief Officer states that on a recheck the amount written off, which consisted of 5000 items, has been revised. I cannot think that this answer meets the real point of the Examiner's criticism. It will be seen that the errors specified in the paragraph under consideration are not of a casual or ordinary nature so that the matter can end the moment the errors are set right. Even a cursory perusal of the defects pointed out will reveal a complete disregard of the most elementary principles of account keeping and departmental control and this in a department which was in charge of 11 supervising officers as detailed in the margin. The Examiner's object clearly is that the Committee should enquire as to what justification there existed for this state of affairs and what measures it

- 1 Land Manager.
- 2 Deputy Land Managers.
- 4 Assistant Land Managers.
- 4 Estate Superintendents.

is proposed to take in order to secure an improvement in the future. It is no answer to say that the amount consisted of 5000 items; that might be advanced as a reason for delay in taking orders for writing off, but it is no justification for responsible officers to place before a board of public trustees figures vitiated by such mistakes as have been pointed out. If perhaps it is urged that the Trust Officers had been called upon to place the matter before the Board at the time they did, it remains to be shown that the officers had brought it to the notice of the Board that the figures compiled by them were not accurate and required a recheck. I need scarcely add that the total amount involved in the errors is no consideration in a case of this kind.

4. *Paragraph 3 etc.*—The Examiner asked for the sanction of the Improvements Committee and should, I submit, have been told whether this was going to be obtained or not. The Examiner is not concerned with the domestic arrangement of the Improvement Trust. Even considering this arrangement, the correct reply should have evidently been that a revised figure would be submitted to the Chief Officer for necessary action: not "for information," as was stated in the Land Manager's reply which was endorsed by the Secretary and Chief Accountant.

5. *Paragraph 4 etc.*—It will be seen that the Examiner draws attention to the fact that the amount written off in the one particular year to which his letter primarily relates is comparatively very high. The intention clearly is that the Committee should call for an explanation of this large figure and see whether there is any justification for it. It is almost a truism to say that investigations of this kind serve a profitable purpose—in fact, they are a necessity in any properly controlled institution. The Chief Officer, however, replies that it is not correct to judge the amounts written off in one year on the basis of the amounts written off in the past and that the correct basis is the percentage of the total amount written off to the total amount recoverable. He then goes on to state such a percentage in respect of a combined period that covers no less than 16½ years! I confess, I am unable to see what relevance this reply has to the point raised by the Examiner, which is, that the large excess of one particular year should be scrutinised. It is obvious that mismanagement in one year may be obscured under cover of the efficiency of other years, if the line of argument adopted by the Chief Officer were to be admitted as valid. As I have already stated, the Examiner's criticism has reference to yearly working and I have had figures taken out showing the percentage of amounts written off to the amounts recoverable (including arrears) in each of the four years referred to in para 4 of his letter. I give the figures in the margin which show the progress made

Year.	Percentage of total amount written off to total amount recoverable.	
1922-23	...	'08 per cent.
1923-24	...	'42 ..
1924-25	...	3'79 ..
1925-26	...	10'46 ..

by the Trust in writing off its dues. I suggest that the reasons for this growth of bad debts may be investigated. If the inequalities in the percentages are due to a lack of system in writing off, the point raised by the Examiner will have served the purpose of drawing the attention of the Committee to the desirability of introducing such a system, if only to enable the Committee, at least in future, to compare the results of yearly working on a fair basis. In this connection I would point out that, while results are no doubt useful as a practical guide, it is not sufficient—as the Trust Officers seem to think merely to show that results has been satisfactory: it is also necessary, and much more so, to prove that they have been obtained by the exercise of all reasonable care and not inspite of a lack thereof.

6. *Paragraph 5 etc.*—In paragraph 4 of his letter the Examiner has stated that he had received a reply from the Land Manager that periodical arrear statements of rents are submitted for the Land Manager's information and that *all that can be done is being done*; and yet when in July 1926 the Examiner called for the statements for the year 1925-26 he was told that they had not been prepared. They were not ready on the 12th October 1926 when the Examiner wrote his letter. They are not ready now. Neither has any statement been prepared in respect of the year 1926-27 with the exception of one, which is referred to below. I leave it to the Committee to appreciate the Land Manager's reply that *all that can be done is being done*. If these statements are to be of any profit, it is necessary that they should be prepared as soon as possible. It is obviously no use trying to run after a tenant, years after he has probably ceased to be a tenant or even to exist. It may interest the Committee to know that in reply to an enquiry from this office it has been stated that in respect of the year 1926-27, one statement was issued in May 1927 for each scheme showing "the arrears outstanding on 31st December 1926, against tenants who were in occupation in April 1927, and not recovered by 31st March 1927." So far, therefore, as this statement goes it would appear that the Trust Officers do not make attempts to collect arrears once a tenant has left and yet they give him as much time to leave as they possibly can! I suggest that the Committee issue instructions laying down that in future *complete* arrear statement should be prepared quarterly, if not monthly, and fixing the shortest possible time within which they should be issued and returned after the close of the period to which they relate.

As regards the statements for 1924-25, the position is as follows. The Examiner gave instructions to the Government Auditor attached to the Improvement Trust to obtain the statements for inspection and the latter reported that he had demanded them in

writing and also made personal enquiries and that only one statement was forthcoming. The Chief Officer has, however, stated that the latter part of the report is not correct and that the statements for 1924-25 for all schemes would have been shown to the auditor if he had asked for them. On seeing this reply the Examiner issued instructions that these statements should be demanded again. They were demanded from the Chief Accountant; they were demanded from the Chief Officer; and the Chief Officer who had assured the Committee that the statements would have all been forthcoming for the mere asking, now replies that the statements are not traceable! I again leave it to the Committee to appreciate the situation and to discover the source of the misstatement to which I have seen references made elsewhere in this connection. They will no doubt enquire on what evidence the Chief Officer's assurance was given as against the Examiner's report and how it is that the statements which were said to be in the offices of the various Land Managers and Estate Superintendents for action have now, one and all, come to vanish from their several places!

One statement was submitted to the Examiner before he wrote his letter and that statement was forwarded by him to the Committee along with the letter. When it was produced it consisted of nothing but a mere list of arrears drawn up by some subordinate with hardly anything written in the column headed "action taken by the rent collector for recoveries" and with nothing to show that any supervising authority had scrutinised it or made any use of it. The Examiner accordingly remarked that comment was unnecessary and that the statement showed at a glance the kind of control and watch exercised by the Land Manager's Department on its revenue. I would request the Committee to examine the statement and to see whether the clerical labour involved in its preparation has not been a waste. Subsequently, the Examiner had occasion to send for the statement from the Trust Office and he found that in the meantime entries had been made, in copying pencil, in almost the whole of the column headed "Action taken by the rent collector for the recoveries."

7. *Paragraph 6 etc.*—The Chief Officer replies that the work of completing the demand registers is being attended to and I take it that the Committee have enquired into the reasons that led to the neglect of this work for so many years and that proper steps have now been taken to keep it up to date in future. Here again I would point out that a large amount of the usefulness served by these registers is lost by their not being completed in proper time. These registers are an important means whereby the Land Manager's Department can watch and control the collection of its rent revenue and the fact that they have been neglected for so many years and that, for instance, vacancy reports have been constantly delayed (sometimes as long as 9 months) in spite of protests on the part of this Department is by itself an indication that the work relating to rent collection has been in an unsatisfactory state in the Land Manager's Department.

8. In conclusion, I venture to express the hope that the Examiner's letter will not merely be "recorded" but that, if audit is to serve any useful purpose, it will be given the consideration it calls for. In particular, I beg to request that the Committee will be good enough to record a clear finding on the following points:—

- (1) Whether the Examiner's criticisms that the office work relating to the collection of rent revenue has been unsatisfactory is substantially correct; if so,
- (2) whether there is any justification for the unsatisfactory state; if not,
- (3) who is responsible for the mismanagement and what disciplinary action should be taken against the delinquents; and lastly,
- (4) what action should be taken to prevent the recurrence in future of the objectionable features brought to light by the Examiner."

(b) Accountant General's No. O. A. 10-347, dated 19th September 1927:—

"I have the honour to request that you will be so good as to place the following matter before the Improvements Committee at their meeting to be held to-morrow.



2. In this office letters noted in the margin a certain question was raised regarding the interpretation of one of the Gratuity Rules and it was requested that the orders of

No. O. A. 10-510, dated 2nd February 1927.

No. O. A. 10-179, dated 29th June 1927.

the Committee may be obtained. In spite of the length of time that has elapsed since the point was first taken up, the request has not yet been complied with. The matter has, however, now become urgent in connection with the amount of gratuity admissible to Mr. M. S. Bharucha, Land Manager, who is due to retire from the 1st October 1927.

3. I have already in paragraph 2 of my letter No. O. A. 10-337, dated the 12th September 1927, brought to the notice of the Committee the undue delay that takes place in the disposal of references made to the Improvement Trust by this Office. The present is another instance of such delay. In this connection I would draw attention to the

C. R. No. 85, dated 8th February 1927.

C. R. No. 175, dated 29th March 1927.

Committee's Resolutions cited in the margin and point out that in spite of the orders contained therein my letter of 12th September 1927 has not, I am informed, been placed on the agenda of to-morrow's meeting of the Committee although it will be the second meeting after the issue of my letter. I take this opportunity of suggesting that a rider may be added to the Committee's Resolution No. 85, dated 8th February 1927, to the effect that when on receipt of an audit complaint it is not found possible to include it in the agenda of the next meeting, it should, at least, be tabled at that meeting for the information of the Committee."

Proposed by the Chairman—

"That the Accountant General's letters be referred to the Finance & Establishment Sub-Committee for consideration and report."

*Amendment*—Proposed by Dr. Viegas, seconded by Mr. Silam :—

"That the Chief Officer should be requested to report on the Accountant General's letters within a fortnight\* to the Improvements Committee."

The amendment on being put to the vote was declared carried and it was carried as a substantive proposition also.

**Resolution 530.**—The Chief Officer should be requested to report on the Accountant General's letters within a fortnight to the Improvements Committee.

**12.** Re: Dharavi Scheme,—Scheme No. 56—Revised Report of the Special Sub-Committee.

The press were excluded when this item was considered.

Considered the following :—

(a) Revised report of the Special Sub-Committee :—

"As requested by the Committee, we have considered the subject matter of the four Resolutions set forth in Appendix A† hereto and beg to report as follows:—

2. The Dharavi Scheme was notified by the Board in 1919. It contains an area of 24,90,489 square yards and the boundaries are—on the East the main line of the G. I. P. Railway and the Sion-Kurla Causeway, on the South the Mahim Connection Chord Railway, on the West the B. B. & C. I. Railway and the North, the Dharavi Creek. Certain properties used for, or in connection with, religious purposes and the Andhra Valley Receiving Station were not proposed to be acquired. The scheme was a "Street Scheme" and the idea was to acquire the whole of the land including the tanneries and the foreshore of the creek and to lay out the area as sites for residential purposes.

\*N B.—Dr. Viegas had moved that a report should be made within a week but at the suggestion of the Chief Officer, he agreed to the report being submitted within a fortnight.

† Printed below.

3. We are informed by the Chief Officer that in 1925 the late Board, in view of the change in circumstances, appointed a Special Committee to advise (a) whether any, and if so what, properties should be excluded from the Scheme, and (b) whether the filling in of the land, which had been commenced in 1921-22, should be continued or postponed for a number of years. As regards the first point we understand that the then Chairman (now the Chief Officer) suggested that the acquisition of approximately 5'98 lakhs of square yards should be abandoned. The properties proposed to be excluded included most of the tanneries, the Kolis' Village, a large area of low-lying foreshore land and certain other properties. No decision had been come to on this point when the Board went out of office but on the second point (i.e. that relating to filling) they had decided that in addition to the land already filled in the vicinity of the Mahim Chord Railway only certain portions along the eastern boundary (i.e. under the Tata Transmission Lines which was to be paid for by the Company) and in the south eastern corner should be filled and that when this work had been completed the railway leading from the scheme area to the hill in Salsette should be removed. This was actually done before the new Board came into being last year.

4. The present position is as follows:—Out of the total area of 24,90,489 square yards included in the Scheme 17,11,123 square yards have been acquired at a cost, including management and establishment charges, of Rs. 40,36,528. The average cost per square yard is therefore about Rs. 2'36. The bulk of the land was, and is, low-lying; it forms in the main one complete mass and lies between the railways and the village and tanneries.

5. The land which has not been acquired comprises an area of 7,79,366 square yards and includes the Kolis' Village, the tanneries on the north of the main road running from Mahim Station to Sion, a considerable area of low-lying foreshore land, part of the village on the south of the road and most of the tanneries. It also includes a number of small properties scattered over the acquired area. The estimated cost of acquiring all these properties, exclusive of compensation for trade claims of which no reliable estimate can be made but inclusive of management and establishment, is Rs. 56 lakhs.

6. The amount spent on Works up to the 31st March 1927 is Rs. 25'53 lakhs. This is made up of Rs. 17'20 on filling including the railway, Rs. 2'79 on the large storm water drain and Rs. 5'54 on plant. An area of about 1,70,000 square yards has been filled to finished level and a further area of about 43,000 sq. yards has been partially filled.

7. We have inspected the area included in the Scheme and particularly those properties which have not yet been acquired. We have also interviewed some of the owners of tanneries and their legal advisors. In view of the decision we have come to regarding the exclusion of Kolis' Village we have not thought it necessary to interview the Kolis.

8. We are of opinion that there is not likely to be any demand for land for residential purposes in this particular area for a considerable number of years to come and we consider that the late Board acted wisely in stopping the filling.

9. We advise that out of the 241 properties unacquired the Board should at once withdraw from the acquisition of 186 admeasuring 7,05,457 square yards, and are known as Cases Nos. 192, 192A, 196, 197, 199, 200-200A, 202, 579, 583, 584, 585, 586, 588, 590, 591, 592, 593, 594, 595, 595A, 595B, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 619A, 620, 620A, 620B, 620C, 620D, 620E, 620F, 620G, 621, 622, 623, 624, 624A, 624B, 624C, 624D, 624E, 624F, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 672A, 672B, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 706A, 707, 707A, 709, 709A, 70, 71, 106, 144-144A, 145, 146-146A, 146B, 147-147A, 148, 148A, 150, 151 part, 152, 153-153A, 154A, 155, 158B, 164A, 180, 180A, 181, 183, 184, 185, 187, 187A, 188, 206-206A, 206B, 209, 213, 214, and 448. These properties are coloured green on the large scale plan forwarded herewith\* and are described in Schedule A\* hereto. We estimate that by withdrawing from acquisition of these properties the outlay on acquisition will be reduced by about 49.43 lakhs. This estimate

\*Printed below.

does not include the amount which would be payable in respect of trade claims if the acquisition were proceeded with and per contra it does not take into account the amount which will have to be paid by the Board under Section 48(2) of the Land Acquisition Act. We are advised however that the amount so payable by the Board is not likely to be heavy and in this connection we have taken the joint opinion of the Advocate General and Mr. Jinnah.

10. The properties proposed to be denotified include the Kolis' Village, all the tanneries on the north of the main road from Mahim to Sion, a large area of foreshore land, and also most of the tanneries on the south of that road.

11. As regards the remaining lands coloured red on the plan, including a few small tanneries, we have asked the Chief Officer to make a further report, when the denotification, or otherwise of these properties will be considered and reported on."

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**Appendix A.***Notice of Motion by*

Committee's Resolution 105, dated 20th July 1926.	Mr. Hoosenally M. Rahimtoola, B.A.
Board's Resolution 25, dated 19th July 1926.	Mr. Meyer Nissim, M.A.
Committee's Resolution 155, dated 19th August 1926.	
Committee's Resolution 158, dated 19th August 1926.	Mr. Naoroji M. Dumasia. Moved by Dr. Batliwala.
Board's Resolution 48, dated 13th April 1927.	Petition of Kolis.
Committee's Resolution 257, dated 4th May 1927.	

SCHEDULE A.  
Lands proposed to be excluded.

Case No.	Area. Sq. Yds.	Description.	Remarks.
<i>North of Dharavi Road</i>			
192	21,218	} Tannery.	
192A	3,356.44		
196	6,538.61	Rewa Fort.	
197	28,358	Tannery.	
199	1,592.55	Passage.	
200-200A	6,562.10	Tannery.	
202	418	Drain.	
579	10,510	Vacant Land.	
583	4,299.55	Tannery.	
584	15,409.89	Do.	
585	11,699.33	Do.	
586	10,940	Do.	
588	9,700	Do.	
590	10,994.89	Do.	
591	10,692.66	Do.	
592	10,973.11	Do.	
593	36.44	Foreshore Land.	
594	8,490.44	Tannery.	
595	10,871.55	Land with godowns and Chawls.	
595A	343	Vacant Land.	
595B	126	Do.	
596	91.55	Land with temple.	
597	92.44	Vacant Land.	
598	21	Land with Police Chowky.	
599	4	Land with cross.	
600	37	Vacant Land.	

Case No.	Area Sq. Yds.	Description.	Remarks.
<i>North of Dharavi Road—contd.</i>			
601	59	Land with building.	
602	53'77	Do.	
603	93'33	Do.	
604	64'88	Vacant Land.	
605	72'88	Do.	
606	20'66	Land with shed.	
607	39'33	Land with building.	
608	242'88	Do.	
609	40'88	Do.	
610	416'11	Do.	
611	35'55	Land with shed.	
612	20	Vacant Land.	
613	163'66	Land with building.	
614	28'66	Land with shed.	
615	175	Land with building.	
616	184	Do.	
617	350	Do.	
618	82'38	Do.	
619	144'66	Do.	
619A	4	Water sink.	
620	92	Land with building.	
620A	126	Do.	
620B	107'72	Do.	
620C	62	Do.	
620D	60	Do.	
620E	54	Do.	
620F	26	Do.	

Case No.	Area Sq. Yds.	Description.	Remarks.
<i>North of Dharavi Road—contd.</i>			
620G	7	Land with structure.	
621	86'44	Land with building.	
622	90'77	Do.	
623	52'22	Do.	
624	5,569	Passage and Vacant Land.	
624A	5'33	Land with water pipe.	
624B	18	Latrines.	
624C	422'44	Land with building.	
624D	111'11	Do.	
624E	7,052	Passage and Vacant Land.	
624F	25	Vacant Land.	
625	262'22	Land with building.	
626	85'77	Do.	
627	55'77	Land with structure.	
628	99'77	Do.	
629	116'11	Land with building.	
630	204'77	Do.	
631	102'77	Do.	
632	50'55	Do.	
633	107'22	Do.	
634	209'77	Do.	
635	88'55	Do.	
636	261'77	Do.	
637	69'55	Do.	
638	31'77	Do.	
639	21'33	Land with shed.	
640	93'77	Land with building.	

Case No.	Area Sq. Yds.	Description.	Remarks.
<i>North of Dharavi Road—contd.</i>			
641	63'33	Land with building.	
642	80	Do.	
643	150'11	Do.	
644	94	Do.	
645	133'55	Do.	
646	94'33	Do.	
647	73'66	Do.	
648	61'45	Do.	
649	75'66	Do.	
650	61'11	Do.	
651	163'11	Do.	
652	94'77	Do.	
653	50'11	Do.	
654	91'88	Do.	
655	175'77	Do.	
656	57'55	Do.	
657	124'22	Do.	
658	61'66	Do.	
659	48'22	Do.	
660	59'55	Land with structure.	
661	71'77	Land with building.	
662	71'88	Do.	
663	33'22	Land with shed.	
664	106	Land with building.	
665	154'44	Do.	
666	45'2	Do.	
667	39'55	Do.	



Case No.	Area Sq. Yds.	Description.	Remarks.
<i>North of Dharavi Road—contd.</i>			
668	58'88	Land with building.	
669	128'66	Do.	
670	32'22	Do.	
671	57'66	Land with shed.	
672	64'33	Land with building.	
672A	39	Vacant Land.	
672B	42	Do.	
673	66'77	Land with building.	
674	28	Land with shed.	
675	27'88	Do.	
676	111'22	Land with building.	
677	58'22	Do.	
678	104'55	Do.	
679	34'84	Land with shed.	
680	82'77	Land with building.	
681	103'44	Do.	
682	98'55	Do.	
683	122	Do.	
684	199'11	Do.	
685	102'66	Do.	
686	78'11	Do.	
687	96	Do.	
688	58'66	Land with shed.	
689	35'11	Do.	
690	69'33	Land with building.	
691	66'33	Vacant Land.	
692	26'22	Land with shed.	
693	165'88	Land with building.	
694	67'77	Do.	

Case No.	Area Sq. Yds.	Description.	Remarks.
<b>North of Dharawi Road—concl'd.</b>			
695	35'11	Land with shed.	
696	87'11	Land with building.	
697	77'11	Do.	
698	39'33	Land with shed.	
699	56'44	Land with building.	
700	184'66	Do.	
701	129'55	Do.	
702	89	Vacant Land.	
703	52	Land with building.	
704	1,840	Vacant Land.	
705	75,205	Foreshore Land.	
706	48,656	Do.	
706A	26,851	Do.	
707	7,139'22	Land with buildings and godown.	
707A	2,868'77	Vacant Land.	
709	1,51,637'33	Foreshore Land.	
709A	27,825	Do.	
<b>South of Dharavi Road.</b>			
70	13,384'88	Flour Mill.	
71	900	Compound.	
106	12,793	Tannery.	
144-144A	12,436	Do.	
145	14,351	Do.	
146-146A	30,075	Do.	
146B	3,291	Do.	
147-147A	2,737	Chawl and godowns.	
148	10,313	Tannery.	

Case No.	Area Sq. Yds.	Description.	Remarks.
<i>South of Dharavi Road—concl'd.</i>			
148A	1,137'80	Vacant Land between two tanneries.	
150	73	Sluice House.	
151 part	24,231	Tannery.	
152	3,978	Do.	
153-153A	4,843'33	Do.	
154A	127'66	Passage to tannery in case No. 153.	
155	4,054	Tannery.	
158B	432	Temple.	
164A	103	Do.	
180	1,395	Pipe Line.	
180A	129	Do.	
181	1,026	Passage.	
183	1,804'55	Land with building.	
184	519	Passage.	
185	868	Land with building.	
187	843	Do.	
187A	1,690	Do.	
188	3,511	Do.	
206-206A	2,704	Passage.	
206B	115	Municipal stand pipe.	
209	835	Church.	
213	785	Land belonging to temple in case No. 214.	
214	739'80	Temple.	
448	232	Do.	
186	<u>705,457</u>		

## (b) (i) Minute of dissent by Mr. Hoosenally M. Rahimtoola, B.A. :—

“I do not agree with the report.

In 1918, the Chairman of the Port Trust wrote a letter and asked the Improvement Trust to consider the advisability of preparing a scheme for the area between Wadala and Sewri for improving the area and providing a site for workmen's dwellings. This was referred to a Sub-Committee.

The Sub-Committee submitted three schemes, viz., Worlee, Wadala and Dharavi.

The Dharavi scheme was recommended because it would improve the prospects of the Board's Dadar-Sion Estate and as it would provide residential areas for the upper, middle and working classes by the removal of the tanneries and the reclamation along the Southern Shore of the Mahim Creek.

The area to be acquired was 22.66 lacs sq. yards and the nett area to be made available for leasing was 16 lacs sq. yards. The cost of acquisition was to be Rs. 68.15 lacs, of filling Rs. 33.75 lacs and Roads Rs. 36.60 lacs. Thus the total estimated cost was Rs. 138.59 lacs which worked out at Rs. 8.66 per sq. yard. This report was approved by the Board and the Estate Agent was asked to work out the scheme with the least possible delay. This was in March 1919.

Within three months in June 1919, the Estate Agent submitted his report. The area to be acquired was 26.79 lacs sq. yards or about four lacs more than the first estimate. The cost of acquisition was to be Rs. 66.65 lacs, of filling Rs. 45.51 lacs and of Roads and Sea Wall Rs. 39.56 lacs. Total Rs. 151.72 lacs or about 13 lacs more. Area to be made available for disposal was 19.76 lacs sq. yards or 3.76 lacs sq. yards more. The Scheme was to be completed in 12 years and it was expected that the land would fetch Rs. 12 per sq. yard, a profit of about Rs. 3.5 lacs.

Thus it will be seen that the Scheme was very minutely worked out. The only mistake made was that the fact that the tanneries were a business concern and not residences was not taken into consideration. The object of the scheme was to remove the so called insanitary tanneries, to fill in the low-lying land and thus to provide residential areas for all classes. The scheme was besides to improve the prospects of the Trust's Dadar-Sion Estate.

Unfortunately later during the boom period the Board decided to expedite the scheme, the 12 years' period was to be curtailed to five or six. Heavy expenditure on plant and works was incurred.

In October 1920, the estimates were revised and it was found that the total cost would be Rs. 194 lacs, the area of the scheme 25,35,192 sq. yards and the area available for selling 19,01,394 sq. yards. Thus the average rate for selling the land worked out at Rs. 15 per sq. yard, if the Trust were not to make a loss against the original rate of Rs. 12.

In 1921, it was decided to utilise the Dharavi plant for the Sewri-Wadala and the Sion-Matunga schemes and no new plant was to be purchased and the Dharavi work was to proceed as expeditiously as possible with the remaining plant.

The present position as mentioned in the report is as follows :—

Area acquired	...	...	...	17,11,123 sq. yards.
Area not acquired	...	...	...	7,79,366 "
Cost of acquisition	...	...	...	Rs. 40,36,528
Cost of Works	...	...	...	" 25.53 lacs.

These figures are exclusive of interest and sinking fund charges and if these were added the total cost would increase by several lacs.

In 1919, Messrs. Sanghani and Company had submitted an application to Government for developing the creek and the adjoining land for residential purposes. Government rejected this at the instance of the Trust. The result as now decided by the Sub-Committee is that neither the Trust have done this development nor have they allowed others to do it.

The Sub-Committee now recommends on account of the heavy cost of acquiring the tanneries and on account of want of demand for land to denotify the tanneries and the Koli village. In coming to this conclusion the financial aspect of the question has not been considered at all. I specifically asked the Chief Officer about it and I was told that it would take about six to nine months to prepare it. I am of opinion that the Sub-Committee have made a mistake in not considering the financial aspect of the question. There should have been before the Sub-Committee two or three carefully prepared estimates showing the loss in each case. The Sub-Committee would then have been in a better position to decide.

I take it that it is the intention of the Sub-Committee to allow the tanneries to go on without hindrance. Even if it is so the tannery owners are at a disadvantage as their godowns and the residences of their workmen have in many cases been acquired. But I want to draw special attention to the fact that the original intention of the scheme is frustrated as the insanitary tanneries are allowed to exist and continue and the nuisance and smell and the offensive trade will remain. How will the land acquired be developed then? Who will purchase this land for residential purpose in the midst of smell and nuisance of the tanneries? What it will cost to develop the acquired area? What rates are the Trust likely to realise and what will be the ultimate loss? If this land is not sold for residential purposes to what other use it can be put? All these questions the Sub-Committee have failed to inquire into.

It might be argued that the tannery owners can establish themselves at Trombay on the land provided by the Development Department. The consideration offered to them by the Trust is so low that it would be impossible for them to build new tanneries with the amount received. They would, therefore, have to incur heavy capital expenditure which many of them are not in a position to provide or to raise loans. The interest and other charges would increase so greatly that they would hardly be able to carry on the trade successfully. Besides the land in Trombay is not yet developed and there is no proper water supply, no roads, no lights, no drains, no railways, no police protection and no Municipal arrangements.

I hope it is not the intention of the Sub-Committee that after denotification the Municipal Commissioner should cancel the licenses of the tanneries and thus enable the Trust to acquire them at practically no cost and to the utter ruin of the tannery owners and the destruction of the hide industry and trade in Bombay. If it is, I do not want to use strong terms but I must say it would be most arbitrary and unfair, and I hope the Corporation will not allow it.

The manner in which it was decided by the Sub-Committee whether particular cases should be acquired or denotified is also objectionable. They did not go by any fixed principle at all, but came to conclusions in a haphazard manner.

The rise, the prosperity of Bombay and the high position to which it has reached is due entirely to its port and its trade and industry. This fact has been entirely lost sight of in recent years by almost all the public bodies and Government. Instead of giving all facilities and encouragement to trade and industry all sorts of obstacles and hindrances have been thrown in their way in the name of sanitation and improvement. We are thus killing the goose that lays the golden egg.

The question, therefore, is whether we want this industry in Bombay or not. If we want it in Bombay but not in the particular area we should give the owners all facilities so that they can successfully carry on the trade in view of the competition throughout India and outside or we must allow them to continue where they are without any hindrances.

Under the circumstances I hope the Committee will refer back the question to the Sub-Committee."

(ii) Note by Mr. Hoosenally M. Rahimtoola, B.A., dated 6th September 1927 :—

“After the above note was written on the first draft report there have been further meetings of the Sub-Committee and the draft has been modified.

It has been pointed out that it will take a long time to prepare financial forecasts and these would be mere guess works and would not be reliable as no one knows how long it will take before trade and financial conditions of Bombay improve and after how many years it will be possible to sell the land. Besides it would not be fair to the owners to keep their cases pending and the earlier the matter is decided the better. I only hope that the legal advice turns out correct and that the Trust will not have to pay heavy damages. For the tanners are sure to claim large amounts and if they are successful I do not know what the position of the Trust would be. The remedy would then be worse than the disease.

I must again mention that the original intention of the scheme, *viz.*, improvement of the insanitary area and providing a residential area, is now abandoned after an expenditure of about Rs. 66 lacs exclusive of interest and sinking fund charges. If this amount had been spent to improve slum areas in the heart of the city how much good it would have done and the present heavy losses would have been saved.

It is now proposed that the tanneries be allowed to continue and the acquired area be utilised for milch cattle stables and other obnoxious trades.

As far as I have understood the only reason why the Sub-Committee have recommended denotification, is that the expenditure of about Rs. 66 lacs upto the end of last year is practically wasted and that there are heavy losses and that further losses in acquisition and development and interest charges on new loans for the purpose should be prevented.

As regards my remarks on the land in Trombay in my first note I am informed by the Secretary of the Development Department that there are some mistakes and that the water mains are laid and there is a Railway line.”

**Resolution 531.**—The Report of the Special Sub-Committee should be approved and adopted.

2. A copy of the Sub-Committee's Report should be forwarded to the Board with a recommendation that the same be approved.

4. Re: Nowroji Hill Estate, Scheme 29—plot 11A—request for reduction of ground rent.

(File No. Misc. 692/1927).

Considered the following :—

(a) Lessee's letter dated 18th August 1927 :—

“The above plot has been leased by the Improvement Trust to us for a period of 999 years on a rent of Rs. 942/- per month, the same being worked out on the basis of 4½% interest on Rs. 380/- per square yard.

The time when the said plot was knocked down to us at the auction held by you, you are aware, that the same was boom-time when high prices were prevailing irrespective of the income to be derived and people went in madly for speculation in land with the result that very high prices were offered without having any regard to the income to be derived from building on the said sites.

Further, after the agreement for lease was made, the building had to be built within a particular time as provided in the agreement at a time when the prices of all the building materials were very high with the result that the building itself has cost us a very large amount.

The boom times have passed and things are settling down to their normal basis. There has been no demand for residential quarters or godowns for commercial purposes with the result that the rent had to be considerably reduced and the rent hardly suffices the payment of the Improvement Trust bills and the Municipal Bills and other outgoings with regard to the property.

The state of affairs has caused a very great loss to us and we are certain the owners of the adjoining plots have been suffering similarly.

Under the circumstances and in view of the great hardships and the loss caused to us, you will be pleased to place this matter before the Board for their consideration as to what should be done for the purpose of relieving us from the heavy loss that has been caused to us.

We shall be happy to discuss the matter with you personally if so desired."

(b) Estate Agent's No. 12835 dated 15th September 1927:—

\* \* \* \* \*

2. The applicants Messrs. Fulchand Anand Jetha and Popatbhai Anand Jetha are the Lessees of Plot No. 11A, Nowroji Hill Estate, which was let to them at a public auction held on the 21st April 1920, on a 999 years' lease at a rent of Rs. 11,304 per annum, calculated at  $4\frac{1}{2}$  per cent. on the value of the plot at Rs. 380 per square yard, subject to a rent-free period of twelve months which was extended by four months in pursuance of T. R. No. 464 dated the 16th August 1921.

3. The lessees now state in their application that the plot had been taken by them and built over at a time when the prices were high, but that since then, the boom in land values has disappeared, and so has the demand for residential quarters and godowns, with the result that the rents have fallen, so much so, that they do not realise an adequate income to even cover the Municipal and Trust dues, and consequently they sustain heavy losses. They, therefore request that the matter may be brought before the Improvements Committee for consideration, which in other words means some reduction in ground rent.

4. Their request for some such consideration cannot be acceded to. To grant a reduction in rent now would be exceedingly unfair to all those who were bidders for the plot at the time when it was put up to auction. It is not a good policy to disturb or vary in any manner the bid finally received in an auction sale and accepted by the Board. It is a contract which should not countenance or encourage a variation subsequent to the date of its completion.

5. If the Lessees had now been in the receipt of very high rents from their building, making a much greater profit than they anticipated at the time of auction, surely the Trust would not have deemed it fair or equitable to claim a corresponding increase in their ground rent. So equally unjust it is to expect the Trust to share the applicants' losses because the times have changed and the rents have fallen.

6. It would be unwise to accede to any request of the applicants for a reduction in rent, as it will create a bad precedent for many similar cases and they are not few. If the applicants have been hit hard, so are many other Lessees and property holders and the Trust have also shared the same fate owing to the present depressed state of the market.

7. In the above circumstances, the applicants' request for reducing their ground rent or their losses, if any, cannot be recommended to the Improvements Committee for favourable consideration."

**Resolution 532.**—The applicants should be informed that their request for a reduction of rent cannot be complied with.

5. Re : Dadar-Matunga—Plot 762—Existence of filled-in-tank in—reduction in ground-rent consequent on and request for exemption from payment of extra rent for proposed encroachment on open space.

(C. R. 331/27) (File No. Mis. 468/27.)

Considered Estate Agent's No. 12574, dated 7th September 1927 :—

"I have the honour to state that the Improvements Committee, by their Resolution No. 240, dated the 4th May 1927, accepted an offer for the lease of the above plot from Mr. Rustomji Jamasji Mistry at a ground rent calculated at 6% on Rs. 10-8-0 per sq. yard.

2. The annual ground rent for this plot is Rs. 756 including the extra rent of Rs. 56 sanctioned by the Committee under their Resolution No. 531, dated the 31st May 1927, on account of the encroachment over the compulsory open space.

3. Possession of the plot was given on 11th May 1927 and the ground rent will commence to accrue from 12th May 1928.

4. Pending approval by the Plans Sub-Committee of the detailed building plans received from the building tenant's architect, permission to excavate the foundations was granted to the tenant, as requested by his architect in his letter of 23rd May 1927 underlying the Committee's Resolution No. 331, quoted in para 2 hereinabove. While excavating the foundations for the proposed building, an old tank was discovered, which appears to have been delineated on Major Laughton's Revenue Survey Sheet No. 32. As however all the old landmarks had long since been entirely obliterated, the exact site of the filled-in tank could not be demarcated on the Development Plan nor could its existence be detected without opening the ground down to a certain level.

5. The building tenant's architect by his letter No. 626, dated the 7th June last informs the Trust that his client, while making his offer was not aware of or had any grounds to suspect the existence of an old filled-in tank in the plot, and obviously could not therefore anticipate any serious difficulty or reckon on the contingency of providing special foundations on that account, at a heavy additional cost. He therefore requests that his client should be allowed a fair and reasonable compensation, either in the shape of a reduction in the ground rent or otherwise.

6. The matter was referred to the Trust Engineer who estimates the extra cost of putting in special foundations, only on the site of the tank, at Rs. 4,708. He further states that the strengthening of foundations, re-inforcement of concrete, etc. on that portion of the building, steps and compound wall which lie within the tank are a definite surcharge on any building constructed on this plot as compared with one constructed entirely on solid ground. In connection with the above estimate of Rs. 4,708 the tenant's architect points out in his letter of 11th August 1927 that to prevent unequal settlement, his client has been obliged to provide a Ferro-concrete course all along the outside walls throughout the whole building, and also to provide Ferro-concrete beams to support the partition walls which, he urges, have not been included by the Trust Engineer in his estimate of Rs. 4,708. He further adds that the tenant has already spent about Rs. 7,000 for the extra works necessitated by the existence of the tank in question and he has yet to undergo a further expenditure for the foundations of boundary walls.

7. With a view to an amicable settlement, the tenant is however prepared to accept Rs. 5,500 although the actual extra cost incurred and to be incurred exceed that amount. He also requests that the additional rent of Rs. 56 proposed to be charged for the encroachment over the open space may be foregone in view of the heavy expense actually incurred in providing special foundations.

8. The Trust Engineer thinks that having regard to the fact that the tenant has actually spent Rs. 7,000 for the extra works which presumably his Architect thought necessary, the compromise for Rs. 5,500 may, under all the circumstances of the case, be accepted. This sum of Rs. 5,500, if agreed to, may be treated as a depreciation in the capital value of the plot. If the proposed compromise be accepted by the Trust, the annual ground rent of Rs. 756 will be reduced by Rs. 328 to allow quarterly payments being made in sums without fraction.



9. It may here be observed that in the case of plot No. 779, a filled-in tank was also discovered on excavating the foundation trenches and that the tenant to whom it was allotted declined to take the risk and incur expense of providing costly and special foundations and was eventually allowed by the Trustees' Resolution No. 261 of 30th June 1925 to give up the plot. Since relinquishment, this plot has been lying vacant, and there does not seem to be any probability of its being taken up again in future.

10. In the case now under consideration, it cannot be denied that the unsuspected existence of a filled-in tank and the treacherous nature of the soil in consequence thereof, have put the tenant to a very heavy expense for providing special foundations, without which the proposed building could not be erected without endangering its safety and stability.

11. In the circumstances, it is suggested that it would be well and to the mutual advantage of both the Trust and the tenant in the present case, to accept the compromise for Rs. 5,500 which may be allowed in the shape of a reduction of Rs. 328 per annum in the original annual ground rent of Rs. 756.

12. The tenant's request to be exempted from payment of the extra rent of Rs. 56 for the proposed encroachment over the open space cannot be entertained, as the demand for extra rent is not due to the existence of the tank. Moreover the said encroachment is not meant for any architectural feature but will add to the letting accommodation."

Proposed by the Chairman—

"That the suggestion made by the Estate Agent in para 11 of his letter to reduce the annual ground rent from Rs. 756 to 428 be sanctioned.

2. That the tenant's request to be exempted from payment of the extra ground rent of Rs. 56/- be rejected."

*First Amendment* —Proposed by Mr. Tairsee, seconded by Sir Reginald Spence—

"That a sum of Rs. 5,500/- be paid to the tenant in cash as a compensation.

2. That the tenant's request to be exempted from payment of the extra ground rent of Rs. 56/-be rejected."

The amendment on being put to the vote was declared carried by 9 to 4.

*Second Amendment.*—Proposed by Sir Vasant Rao, seconded by Mr. Dumasia—

"That the Committee approve of the compromise arrived at and that no rent be charged for the encroachment."

The amendment on being put to the vote was declared lost by 3 to 9.

Mr. Tairsee's amendment was then put to the vote as a substantive proposition and declared carried.

**Resolution 533.**—A sum of Rs. 5500/- should be paid to the tenant in cash as compensation.

2. The tenant's request to be exempted from payment of the extra ground rent of Rs. 56 should be rejected.

6. Re : Sandhurst Road East Estate—plot 101—suit to be filed in High Court to recover arrears of rent.

( File No. Mis. 729/27. )

Considered Estate Agent's No. 12575, dated 7th September 1927 :—

"I have the honour to state that the Lessees of the above plot are Nawab Syed Zahurul Hasankhan and Nawab Sayed Najmul Hasankhan. The ground rent amounting to Rs. 7,740 for two quarters ending 21st July 1927 is in arrears.

2. Repeated attempts have been made by this office to recover the amount due by the Lessees and many calls have been made upon them by this office Estate Superintendent for that purpose but without any avail.

3. The matter was also placed in the hands of the Trust Solicitors who wrote to the lessees threatening them with legal proceedings but even this has not met with any success.

4. Messrs. Phirojshaw P. Mistry and Shapurji P. Mistry the mortgagees in possession who paid the Trust dues for some time, pursuant to the arrangement approved under Trustees' Resolution No. 19 of 12th January 1926, were also written to in the matter, but they say that they gave back possession of the above property to the original lessees on the 25th February last as the expenditure incurred in the management of the building far exceeds the proceeds thereof, which landed them in a heavy loss.

5. In view of the above circumstances, I have to request that the Improvements Committee's sanction may please be obtained to file a suit in the High Court against the lessees for the recovery of the arrears."

**Resolution 534.**— The Chief Officer should be authorized to file a suit in the High Court against the lessees for the recovery of the arrears.

7. Re : Work Order No. 10, Book No. 88, for Quarrying work at Sewree.

Considered Engineer's No. 7952, dated 9th August 1927 :—

"In the schedule of rates for the above work sanctioned by the Improvements Committee in their Resolution No. 278 of 23rd November 1926 the rate for water tables is only for the size 18" x 9" which is generally used in Trust schemes. This rate is Rs. 8-7-0 per 100 Nos. which is equivalent to Rs. 7-8-0 per 100 square ft. of water tables.

As the purchasers occasionally require other sizes than 18" x 9" the same have to be taken out, and I have, therefore, to request you to please obtain Improvements Committee's sanction to pay the quarry contractor at the rate of Rs. 7-8-0 per 100 square ft. for all other kinds of water tables."

**Resolution 535.**—The sanction asked for is granted.

8. Re : Scheme 62, Love Lane Chavols—improvement of water supply to.

( C. R. 391, dated 5th July 1927. )

Considered the following :—

(a) Engineer's No. 8918, dated 7th September 1927 :—

"I have the honour to refer you to preamble to Committee's Resolution No. 391, dated 5th July 1927 and to forward a copy\* of plan Regd. No. 9868/81 and estimates amounting to Rs. 8,000 in connection with underground tank, electric pump, etc., for the improve-

\* Not printed.

ment of water supply arrangements at Love Lane Chawls for favour of your obtaining the Committee's sanction thereto.

2. As will be seen from Estimate D, the cost of Maintenance and pumping charges will amount to Rs. 270 per mensem which when distributed per room will work out to 6 annas per month."

(b) Estate Agent's No. 12955, dated 16th September 1927 :—

\* \* \* \* \*

2. From about the middle of August last the water supply to the Love Lane Chawls has become very unsatisfactory with the result that several tenants have vacated. The Trust Engineer tried to find out if there was any obstruction in the pipe connecting the Municipal main with our own, but could not find any.

3. It is necessary that the water supply to the Chawls should be improved and put on a satisfactory basis immediately and this can only be done by the installation of an underground tank and electric pumps. It is, therefore, requested that the Committee's sanction may please be obtained to the estimate for the work as submitted by the Engineer.

4. In this connection a reference is solicited to paras 9 and 10 of the Chief Officer's note, dated 24th June 1927, printed in the preamble to the Committee's Resolution No. 391, dated the 5th July 1927."

Proposed by the Chairman—

"That the estimate amounting to Rs. 8000/—, for the installation of an underground tank, electric pumps, etc. be sanctioned.

2. That the Board be recommended to sanction the transfer of a sum of Rs. 8000/— from the provision of Rs. 50,000/— made in the current year's Budget for unforeseen works to Scheme 62 Love Lane Chawls."

*Amendment*—Proposed by Sir Vasant Rao, seconded by Mr. Hoosenally—

"That the consideration of the item be postponed and in the meantime the Chief Officer should ascertain from the Municipal Commissioner the reasons for the deficiency of the water supply and should request the Municipal Commissioner to take steps for the improvement of the water supply."

The amendment on being put to the vote was declared *carried* and it was carried as a substantive proposition also.

**Resolution 536.**—The consideration of the item should be postponed and in the meantime the Chief Officer should ascertain from the Municipal Commissioner the reasons for the deficiency of the water supply and should request the Municipal Commissioner to take steps for the improvement of the water supply.

9.

Re : Report of financial transactions during August 1927.

Considered Chief Accountant's note, dated 16th September 1927 :—

" Fixed Deposits ... .. Rs. 2 lakhs which fell due on 1st (August) were placed in deposit with the Hong Kong and Shanghai Banking Corporation for 3 months at 2½ per cent. per annum. (*Vide Finance and Establishment Sub-Committee's Resolution No. 84, dated 2nd August 1927.*)

Foreign remittance ... .. £1,000 (=Rs. 13,450-1-0 at 1s. 5 $\frac{1}{2}$ d.) were remitted to London for current account with the Chartered Bank London, (*vide* Finance and Establishment Sub-Committee's Resolution No. 83, dated 2nd August 1927.)"

**Resolution 537.—Recorded.**

10. Re : Establishment—Secretary's Department—Mr. S. Ramalingam Aiyar—junior clerk—advance from Provident Fund to.

Considered Chief Accountant's note, dated 15th September 1927 :—

"Mr. S. Ramalingam Aiyar, a junior clerk in my Department, has applied for an advance of Rs. 250 from his Provident Fund subscriptions subject to the recovery being effected in 10 monthly instalments to enable him to meet the heavy expenses incurred in connection with his mother's illness and has produced a medical certificate in support of his application.

He joined the Trust service on 1st February 1920 and his present pay is Rs. 105 plus War Allowance of Rs. 20. The first advance of Rs. 200 drawn in November 1925 was fully repaid by him in July 1927.

A sum of Rs. 642-4-5 stands to his credit in the Provident Fund account as his subscription with interest thereon and an advance of Rs. 250 now applied for is thus admissible to him.

As the period of twelve months has not elapsed since the complete repayment of the last advance his present request requires to be sanctioned by the Improvements Committee."

**Resolution 538.—**The grant to Mr. Ramalingam Aiyar of an advance of Rs. 250 out of his Provident Fund money, repayable in 10 equal monthly instalments is sanctioned.

11. Re : Establishment Engineer's Department—Mr. M. F. Captain—Accountant—extension of service to.

Considered Chief Officer's note, dated 17th September 1927 :—

"The Engineer proposes that an extension of service should be granted to Mr. M. F. Captain, Accountant, for some period and then he be allowed all the leave due to him at the expiration of the extension.

Mr. Captain is the Accountant of the Engineer's Department and his present pay is Rs. 290 (in the grade of Rs. 250-20-350) and he will be due for the next increment from 19th November 1927. He has already been granted an extension upto 18th November 1927, with the permission to avail himself of the leave for 6 months due to him before the 18th November 1927. He could not, however, be relieved as his services were badly required in the interest of Trust work in connection with (1) the transfer of the Engineer's accounts to the Chief Accountant's Department and the consequent change in the system of accounts and (2) the deputation of Mr. Bird for the Audit of the Stores Accounts. The Engineer's accounts will be transferred to the Chief Accountant's Department from 1st October 1927 and Mr. Captain's presence is necessary for some time after that date to assist the Chief Accountant in the organisation of the accounts. Again, Mr. Captain had rewritten the Stores ledgers for 1923-24 and 1924-25 and it was, therefore, essentially necessary to retain

him to assist Mr. Bird in the examination of the accounts. In this connection I beg to attach herewith (printed below) a copy of a note by Mr. Bird, dated the 2nd September 1927, which speaks for itself.

Mr. Captain is quite fit both physically and mentally and I strongly recommend that he should be retained till 18th November 1927 and then he should be granted combined leave for 6 months.

As his pay will exceed Rs. 300 from 19th November 1927, the sanction of the Board will be necessary to the grant of proposed extension."

Chief Officer asked for the permission of the Committee to withdraw this item as he wanted to obtain further information.

The necessary permission was granted.

12. Re: Establishment—Engineer's Department—Mr. D. N. Desai—clerk—grant of bonus to.

(File No. E. 211/1927.)

Chief Officer's note dated 16th September 1927 :—

"The Engineer proposes that a tangible reward should be given to Mr. D. N. Desai, a clerk in his Department who was so helpful in preparing the new Ledger of Stores in Stock and the account of Capital Account Tools & Plant.

The ledger of Stores in Stock which was formerly maintained by the Costs Section in the Engineer's Department was reported by the Government Auditor in an unsatisfactory condition. The account had therefore to be rewritten from the original documents for the two years 1923-24 and 1924-25, by the Accountant with the help of his Assistant Mr. Desai to the satisfaction of the Government Auditor. The work was exceptionally heavy and the Accountant and Mr. Desai had to work for not less than ten to eleven hours every day forfeiting all Sundays and holidays during that period. These men had to work at this rate for 4 months. Had it not been for their unceasing efforts, the work would not have been finished in such a short time. Mr. Desai's present pay is Rs. 70 plus 20 War Allowance. In this connection I beg to attach herewith a copy of a report (printed below) dated 2nd September 1927 by Mr. Bird who states that Mr. Desai is worthy of special recognition.

I am satisfied that the work was really very heavy and that Mr. Desai does deserve a good reward. I propose that he be granted a bonus of Rs. 400/- which is approximately equivalent to 4 months extra pay."

To  
The Chief Officer,  
Bombay Improvement Trust.

2nd September 1927.

Sir,

In forwarding my Report upon the investigation of the discrepancies in the Store accounts, I have the honour to bring to your notice the valuable assistance rendered to me by Mr. M. F. Captain, the Accountant of the Engineer's Office, and Mr. D. N. Desai, a clerk on the accounts staff. As I have pointed out in my Report, the ledger account of the Stores in Stock Suspense Account maintained by the Cost Section, was in 1925, found to be inaccurate, and it became necessary entirely to re-write the account from the original records in possession of the several schemes. The amount of work involved in this re-writing was exceptionally heavy, and must have taken many weeks of overtime. I found this new ledger to be clearly written, and all discrepancies between it and the Chief Accountant's ledger to have been traced and reported to the Chief Accountant for correction. I subjected the two ledgers to a careful scrutiny, and found the discrepancy statements to be correct in every particular. I

understand that the whole of the extra work involved in this preparation of the new ledger was carried out by Mr. Captain and Mr. Desai. If this new ledger had not been prepared, any investigation would have been impossible, for there would have been no reliable record in existence on which to base the enquiries.

Mr. Desai has all the details of the Stores in Stock Suspense Account at his "finger-tips" and without his assistance I should not have been able to complete the investigation within the two months for which my services were lent. He is a very able and intelligent clerk, and worthy of some special recognition for the heavy additional work—work of an arduous and involved nature—which he has carried out so willingly and satisfactorily.

SERVANTS OF INDIA SOCIETY'S  
BRANCH LIBRARY  
BOMBAY

Sir, I am,  
Your obedient servant,  
Sd/- T. H. Bird,  
Test Audit Officer,  
Bombay Municipality.

In this connection the Chairman read the following letter addressed to him by one Mr. A. G. Rane :—

"It is a surprising thing that two matters should come before the Committee for rewarding the staff for the irregularities allowed to be continued for the number of years and then for setting them right, this sort of principle will surely lead the staff to commit more irregularities and to do their work very carelessly with the object of getting reward, as has been proposed in two cases for setting the said irregularities into proper order. If any reward is to be awarded it should be given to the Government auditors, who were the cause to bring them to light and have them set right when it is proposed to award to the Trust Staff. It clearly proves that the intention of the head of the department was to grant an unnecessary extension to a Government pensioner who was unable to detect the irregularities during his time in the Trust, and to set them right without the assistance of other departments. In any case, if it is desired that the Government pensioner should be granted leave due, why he should not be allowed to avail himself of the leave due immediately when Chief Accountant who is a senior Government Officer to the pensioner (who is over 56 years of age) is quite able to manage the reduced work.

Besides the above, it is admiring recommendation that the staff who is particularly employed for particular work with proper remuneration and this proposal shows the extravagance and inability, on the part of the heads of the Department. When the question of the Trust finance as also the cost of the expenditure is seriously considered by the Committee and the Board.

The proposal of granting reward to a clerk under Account will surely lead to another proposal of granting similar reward to the Accountant and will then establish a very bad precedent in the Trust, and the Committee is therefore responsible for such undesirable proposal brought forward."

Proposed by the Chairman—

"That the grant to Mr. Desai of a bonus of Rs. 400 be sanctioned, as proposed by the Chief Officer."

Amendment—Proposed by Sir Vasant Rao, seconded by Mr. Hoosenally—

"That the matter be referred to the Finance and Establishment Sub-Committee for consideration and report and Mr. A. G. Rane should be invited to attend the meeting of the Sub-Committee."

The amendment on being put to the vote was declared *carried* and it was carried as a substantive proposition also.

**Resolution 539.**—That matter should be referred to the Finance and Establishment Sub-Committee for consideration and report and Mr. A. G. Rane should be invited to attend the meeting of the Sub-Committee.

13. Re : Notice of motion, dated 15th September 1927, by Mr. Hoosenally M. Rahimtoola, B.A.

“ Please note that at the next meeting of the Committee it is my intention to move :—

‘ That the Standing Orders of the Town Council and the Standing Committee of the Municipal Corporation be adopted *Mutatis Mutandis* as those of the Committee so far as they can be made applicable to the administration of the Trust.’ ”

The motion was seconded by Sir Vasant Rao.

**Resolution 540.**—Carried.

14. Re : Notice of motion, dated 15th September 1927, by Mr. Hoosenally M. Rahimtoola, B.A.

“ Please note that at the next meeting of the Committee it is my intention to move :—

‘ That the Chief Officer be requested to report for which schemes detailed estimates have not been sanctioned, and to submit at an early date such detailed estimates for sanction.’ ”

The motion was seconded by Sir Vasant Rao.

**Resolution 541.**—Carried.

15. Re : Notice of motion, dated 16th September 1927, by Dr. A. G. Viegas, L.M. & S.

“ At the next meeting of the Improvements Committee I shall move :—

‘ That the Chief Officer be requested to state (the answers to be entered in the minutes) or to report whether the Board (*vide* Trustees’ Resolution No. 174, of the 4th August 1914 and No. 351 of the 29th July 1919) laid down the percentage of cost of management and establishment on all Works at 7½% and whether the cost of engineering establishment to the cost of works was 8¾% in 1923-24, 8½% in 1924-25, 13½% in 1925-26, about 16½ in 1926-27 and will be about 22¼% in 1927-28.’ ”

The motion was seconded by Sir Vasant Rao.

**Resolution 542.**—Carried.

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**16.** The following documents were executed :—

(1) *Debentures* :—

One debenture of the loan of 1913 in favour of the P. & O. Banking Corporation Limited for Rs. 1,000 in lieu of two cancelled.

(2) *Agreement with* Mr. Gustad Khodadad Kuchabiogi for building lease of plot No. 807, Dadar-Matunga Estate.

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**17.** The following papers were laid on the table :—

1. Purchase orders sanctioned by the Chief Officer under Section 22(1) of the Act.
2. Work Orders                      do.                                      do.
3. Estate Agent's No. 12216, dated 1st September 1927, informing that the lessee of plots 30 and 31, Sandhurst Road West Estate, has given up the idea of the construction of the garages sanctioned under Committee Resolutions 474 and 475 of 19th August 1927.



# Bombay Improvement Trust.

ESPLANADE ROAD,

Bombay, 27th September 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 3-30 P.M. (B.T.) there were—

PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman.*
  2. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E.
  3. DR. ACCACIO G. VIEGAS, L.M. & S.
  4. MR. L. R. TAIRSEE.
  5. MR. S. L. SILAM, B.A., LL.B.
  6. MR. NAOROJI M. DUMASIA.
  7. MR. HOSENALLY M. RAHIMTOOLA, B.A.
  8. SIR REGINALD SPENCE, KT.
  9. MR. S. B. BILLIMORIA, M.B.E.
  10. MR. S. D. SAKLATVALA.
  11. MR. R. D. BELL, C.I.E., I.C.S.
  12. MR. W. H. NEILSON, O.B.E.
  13. MR. G. A. THOMAS, C.I.E., I.C.S.
  14. MR. GANPAT KRISHNAJI BORADE.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.
- MR. J. T. BURGE, F.S.I., AG. CHIEF OFFICER AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meeting held on 20th September 1927, were signed.

1. The following letter No. 9464, dated 24th September 1927, from the Trust Engineer was considered as urgent business with permission :—

"I have the honour to forward herewith an application\* from Messrs. Nagshi and Jivraj for the purchase of 400 brass of No. 1 metal at Rs. 27 per brass within six months' time. The sliding scale of rates sanctioned by the Improvements Committee's Resolution No. 202 of 12th April 1927 had the desired effect with regard to the sale of No. 2 and 3 Metals as the stocks, at present, of both these are negligible. In the case of No. 1 Metal, however, our rates are not attractive for whereas we held a stock in April of this year of 700 brass, the stock at present is 1,000 brass. The public can apparently obtain this material cheaper from outside sources.

I propose, therefore, that 400 brass be sold to the applicant at the standard rate of Rs. 30 per brass but that a refund of Rs. 1,200 equal to Rs. 3 per brass be allowed if he removes the total quantity within the stipulated six months.

\*Not printed.

As No. 2 and No. 3 Metals are required for works, crushing must go on and as it is impossible to crush without producing more of No. 1 Metal, I suggest that the above concession be made as it is advantageous to the Trust to keep stocks as low as possible."

**Resolution 543.**—The sanction asked for is granted.

2. With the permission of the Committee, the Chairman read the following letter addressed to him by Mr. S. B. Billimoria :—

"My attention has been drawn to a series of articles published by a local paper (Indian National Herald) with which one or two Members of the Committee have associated themselves and I take this opportunity, with your permission, to put in my most emphatic protest at the distorted mischievous version of the "Statesman Advertisement" discussion in the Committee.

The articles while mischievous and misleading are wholly untruthful. The motives adduced and attributed show the low mentality of the authors of such incorrect statement and if it is ever believed by them that I would be drawn into a controversy over such false and deliberately misleading statements they are mistaken. I treat such writings and the writers of those articles with the contempt they deserve.

But when an attempt is made to create ill-feeling and hostility between a peace-loving community like the Parsees with their sister community the Hindoos an emphatic protest is called for to expose the low mentality of such people.

While H. E. the Viceroy has been endeavouring his very best in words as well as in deeds to bring about peace and harmony, union and goodwill among the Hindoos and the Mohmedans, when the leaders of these communities are helping to solve the difficult situation, it is deplorable, if not contemptible, to endeavour to create a split between the Parsee and Hindoo Communities.

Let it be said to the credit of each and every Parsee Member of the Board as well as the Committee that not one of them has either supported Miss Mayo's writing or approved of a correspondent's views in the Statesman. The honourable attitude of those members throughout has been one of principle not to mix politics with business and even if this appears to be a fault or grievance to others, who view things from a different angle of vision it is to be regretted that the views should be deliberately misconstrued and mischievously misrepresented so as to bring about a conflict where peace and harmony exists. I challenge both of the members of the Committee who have subscribed to those articles taken exception to, to point out which European or Parsee Member ever uttered a syllable endorsing the views expressed in Miss Mayo's "Mother India" or supported the view of the correspondent of the Statesman. The least that I could say of such articles is that it is cowardly and shameful attack by a Journal which is capable of fabricating lies.

The name of the Indian Merchants' Chamber has apparently been dragged in for the achievement of a mischievous object and the statement contained in the article that politics in terms of finance are discussed by the Chamber is as untrue as the other matters stated in the articles. The members of the Chamber being all businessmen know full well what weight to attach to such irresponsible vapourings.

I shall thank you to kindly read this letter before the Committee at their next meeting and oblige."

After Sir Vasant Rao, & Messrs. Billimoria, Tairsee, Silam and Dumasia spoke, it was resolved—

**Resolution 544.**—The letter of Mr. S. B. Billimoria should be recorded.

3. Re : Dadar-Matunga—Plot 312—Application for lease.

(File No. Misc. 765/27.)

Considered Estate Agent's No. 13480, dated 23rd September 1927 :—

"Herewith I have the honour to forward an application\* for a 999 years' building lease of the above plot by Messers. Lalji Ravji and Anandji Ravji at a ground rent calculated at 6% on Rs. 8-4-0 per square yards.

2. The area of the plot being about 881 sq. yds. the ground rent will amount to Rs. 436/-per annum.

3. The applicants undertake to erect a building for residential purposes only.

4. The conditions on which the application is based are normal and acceptance is recommended."

**Resolution 545.**—The application is accepted.

4. Re : Scheme 31—Case 62—Temporary occupation of plots A, B and C, situated at the junction of the King Edward Road and Bhowada Cross Road.

Considered the following :—

(a) Estate Agent's No. 13535, dated 23rd September 1927 :—

"As applications were received for the temporary occupation of the above plots shown on the accompanying plan\* an auction was held on the 1st May 1925. The highest bid received for plot A, was for a monthly rent calculated at 6 per cent. on the rate of Rs. 10 per 100 sq. yards which gave to the land a rate of Rs. 20 per sq. yard. The bid was too low to be considered. There were no bidders for plots B and C.

2. Later on, one Mr. Bootwalla made an offer of a monthly rent of Rs. 250 for plot A, which brought out the value of land at Rs. 47 per sq. yard. The offer was considered fair, taking into consideration the depressed condition of the land market and was recommended for acceptance under this office No. 8079 of 29th September 1926.

3. About this time there was a likelihood of the whole of the area included in plots A, B and C, being required for the purposes of an Hospital which was then intended to be erected by Sir N. N. Wadia. The acceptance of Mr. Bootwalla's offer was, therefore, kept in abeyance. As it has now been decided that the land in question will not be required for the Hospital, Mr. Bootwalla was asked whether he was still prepared to take up plot A on the old terms but he has refused.

4. This plot along with plots B and C was, therefore put up to auction on a three years' lease on the 12th instant.

5. For plot A, the highest bid received was Rs. 17 per 100 sq. yards. per month exclusive of Municipal Taxes. This gives to the land a rate of Rs. 34 per sq. yard. As the bid was not considered fair, it was rejected. For plots B and C, there were no bidders.

6. At the request of about 10 bidders, the plots were put up for a term of five years.

7. Plot A carried the highest bid from Mr. K. R. Irani of Rs. 22 per 100 sq. yds. per month, exclusive of Municipal taxes, which represents a rate of Rs. 44 per sq. yard at 6 per cent. which is very nearly equal to that offered by Mr. Bootwalla. Considering the present state of market and the absence of any demand for land in this locality the offer is considered fair and may be recommended to the Improvements Committee for acceptance. Mr. Irani has paid in a deposit of Rs. 1,000.

8. Plot B fetched a rate of Rs. 9 per 100 sq. yards per month exclusive of Municipal taxes from E. A. Ismail. This gives a rate of Rs. 18 only per sq. yard. Mr. Ismail has paid a deposit of Rs. 200.

\* Not printed.

9. Plot C fetched a maximum rate of Rs. 8 per 100 sq. yards per month exclusive of Municipal taxes from Mr. Hassanally Kalian, which works out to a rate of Rs. 16 per sq. yard only. Mr. Hassanally has paid a deposit of Rs. 350.

10. The above offers for plots B and C, are not very favourable but in view of the present stringency of the money market and want of demand for land in this neighbourhood, their acceptance seems desirable, more particularly as all the three plots when lumped together give to the land comprised in these plots and admeasuring 2,275 sq. yards in all, an all-over average rate of Rs. 30 per sq. yard which at present does not seem to be out of the way.

11. If the Chief Officer approves of the above offers for plots B and C, the Improvements Committee's sanction may also be obtained to the same.

12. The conditions on which the plots would be leased for five years, are the usual normal conditions, a rent-free period of three months will be allowed in each case.

13. If the offers for plots A, B and C be accepted the Trust will realise a rental of Rs. 4,044 per annum."

(b) Chief Officer's note, dated 24th September 1927 :—

"In view of the depressed condition of the land market, I recommend that the three offers be accepted."

**Resolution 546.**—The offers for the three plots be accepted.

5. Re : Scheme 31, Suparibaug Road—Case 47—plots 81 to 90—request to be allowed to use the buildings to be erected for shops and residences.

Considered the following :—

(a) Letter, dated 17th September 1927, from Mr. Mervanji Dadabhoy Chamarbaugwala :—

"I, the undersigned most humbly and respectfully beg to submit the following facts for your favourable consideration :—

I have agreed to purchase the above plot 'C' at a price of Rs. 80,696 in as much as the said plot is adjoining to the other plots agreed to be conveyed to me under an agreement, dated 10th July 1914, made between myself and the Trust. The price of the said plot, viz., Rs. 80,696 was paid by me so far back as March 1922, and from that date has presumably earned interest for the Trust, while I have been unable to derive any income from the said land nor can I hope to do so for several months to come.

I further beg to bring to your notice the fact that the Trust has benefited in this transaction to the extent of Rs. 1,50,000 according to me, or Rs. 95,210, according to the Land Manager's report to the Board, dated the 15th July 1910. Besides this a large area of the Tank (say about 5,000 square yards and 30 feet depth) was filled in by me which cost me a considerable sum.

I beg further to state that the said plot is adjoining to the land agreed to be conveyed to me as aforesaid which is governed only by the 63<sup>1</sup>/<sub>2</sub>° Rule of the Board. I submit that the restrictions on the said plot may be limited to compliance with the said Rule, which will facilitate me in the development of the said plot jointly the aforesaid land agreed to be conveyed to me as aforesaid.

I beg further to add that at present there being very little demand for residences in this quarter, and as the development of the said plot put me to a very large expense, I submit with great respect that with a view to render the buildings on the said plot a paying proposition, I may be permitted to use the said buildings for shops as well as residential purposes. I most respectfully submit that permission for opening shops has been granted in the surrounding localities in this estate and more especially such permission has been granted to me for the adjoining land agreed to be conveyed to me, which may facilitate the joint development of the said two plots.

Under the above circumstances, I have to request that the Trustees will be good enough to favourably consider the aforesaid circumstances and with a view to facilitate the development of said plots will grant me permission to open shops on the said plot and to limit the buildings on the said plot only with the compliance of the 63 $\frac{1}{2}$ <sup>o</sup> Rule of the Board, for which act of kindness I shall for ever remain grateful."

(b) Estate Agent's No. 13532, dated 23rd September 1927 :-

"\* \* \* \* \*

2. Under Trustees' Resolution No. 318, dated the 15th July 1919, plots Nos. 81 to 90 (plot C on the plan accompanying)\* were agreed to be sold to the applicant subject to the following conditions, amongst others :-

- (a) that the user of the buildings to be erected to be confined to residential purposes only.
- (b) all buildings to be in accordance with the sanctioned development of these plots as regards building areas and open spaces for each plot and with plans, elevations and specifications previously approved by the Board and to comply with the building rules for the time being of this state.
- (c) the purchaser to bear the cost of the conveyance or all other legal charges and the conveyance to contain, as far as is consistent with the same, the usual restrictive covenants and provisos of the Board's lease form.

The conditions have been agreed to by the applicant in his letter, dated the 22nd August 1919.

3. By his letter, dated the 3rd April 1922, Mr. Chamarbaugwalla applied to this office to allow him to have shops in the buildings on the above plots which was submitted to the then Chairman, who passed an order thereon that he was not prepared to recommend the Board to grant the applicant's request. Mr. Chamarbaugwalla addressed another letter, dated 11th October 1923, containing a similar request which was also refused. There was a third letter, dated 7th September 1926, addressed to the Estate Agent by Messrs. Gilbert Lodge and Company, the applicant's architects, requesting that Mr. Chamarbaugwalla may be given the right to have shops in the buildings on these plots. In reply they were informed that the matter was placed before the Chief Officer, who stated that he was not inclined to favourably consider Mr. Chamarbaugwalla's request.

4. The applicant now requests that he be allowed to use the buildings on the above plots for shops, as well as for residential purposes, and that no restrictive covenants should be embodied in the conveyance except 63 $\frac{1}{2}$ <sup>o</sup> Rule.

5. The property abutting on the North of these plots shown as Block A and B, on plan originally belonged to Mr. Chamarbaugwalla and is to be conveyed to him under a retention agreement where no restrictive conditions and building rules, except 63 $\frac{1}{2}$ <sup>o</sup> Rule are imposed and Mr. Chamarbaugwalla requests that plots 81 to 90 should also be conveyed on the same terms and with no other restrictions.

6. It may be pointed out that these plots were sold at a very moderate rate of Rs. 14 per sq. yard, in consideration of which it was decided at the time to strictly bind the purchaser down, with respect to the class and the user of the buildings to be erected on these plots in order that the Board's residential plots on the opposite side of the road should not be depreciated.

7. In the above circumstances and in view of the fact that there is no demand for land in this locality and that there are heavy vacancies in the buildings already erected on other interior plots of this Estate, it is a matter for consideration whether Mr. Chamarbaugwalla should be allowed to use the buildings on the plots in question for shops as well as for residences and whether the restrictive covenants and provisos of the Board's Lease forms for this Estate should be omitted from the conveyance."

\* Not printed.

## (c) Chief Officer's note, dated 24th September 1927 :—

"I cannot recommend that the Board's terms should be varied as requested by the applicant.

He would have had to pay much more than Rs. 14 per sq. yard, had he been allowed to have shops at that time."

**Resolution 547.**—Referred to the Land Sub-Committee for consideration and report.

2. Sir Vasant Rao should be invited to attend the Sub-Committee meeting and place his views before it.

6. Re : Dadar-Matunga—Plot 762—existence of filled in tank in—payment of compensation for.

( File No. Mis. 468/27 C. R. 533/27. )

Considered the following :—

(a) Letter No. 997, dated 22nd September 1927, from Mr. Hormusji Ardeshir Architect to the building tenant :—

"In acknowledging the receipt of Estate Agent's letter No. 13272 of the 21st instant, intimating that the Improvements Committee have sanctioned the payment of Rs. 5,500 as compensation for the special funds provided for the building on this plot, I regret very much to note my client's request for the exemption from payment of the extra ground rent is not entertained by the Improvement Trust. My client was only agreeable to a compromise of Rs. 5,500 on the understanding that he was to be exempted from the extra rent of Rs. 56 per annum for the proposed encroachments on the open space which partly form architectural features to the building. I need not repeat that the expenditure incurred by my client for the extra foundations was considerable and further, that the encroachment was principally meant as architectural feature; and under the circumstances I trust you will place this matter before the committee again and see that my client is also exempt from the extra ground rent proposed as part of compensation for this extra cost of special foundations.

In almost all instances, except this one, wherever parties have agreed to take on lease plots of land on the Trust Estate and when they have found difficulties of this nature they have abandoned the plots, and it will not be fair to my client if your Improvement Committee now disregards his demand to be exempt from the extra ground rent for small encroachments. I hope, therefore, the matter will be reconsidered in its proper aspect, and you will exempt my client from the extra ground rent."

(b) Estate Agent's No. 13507, dated 23rd September 1927 :—

"The Improvements Committee by their Resolution No. 533, dated the 20th September 1927 sanctioned the payment of Rs. 5,500 as compensation to the building tenant on account of the special foundations provided by him for the building herein and the building tenant's request to be exempted from the payment of the extra ground rent of Rs. 56 per annum on account of the encroachment over the compulsory open space was disallowed by the Committee.

3. The Committee's decision was duly communicated to the lessees' architect and he now protests against the payment of extra rent stating that his client agreed to a compromise of Rs. 5,500 on the understanding that he would be exempted from the payment of extra rent of Rs. 56 aforesaid.

4. There was no such understanding arrived at either with the building tenant or his architect nor do the Architect's letters (copies of which were forwarded with the undersigned's report No. 12574 of 7th September 1927 printed below) clearly indicate that there was any such understanding contemplated by the tenant and his architect.

5. The Trust Architect to whom the matter was again referred states that the encroachment in question formed an architectural feature and was also meant for convenience of planning. It may here be stated that it is only in cases of slight encroachments on compulsory open spaces, on account of verandah, staircase and purely architectural features which do not substantially add to the building area, that no extra rent is charged. In the present case additional letting accommodation has been made available by the proposed encroachment over the open space.

6. The tenant however does not seek exemption from payment of extra rent on the grounds of exigencies of architectural features only but mainly because he has been obliged to carry out at a heavy cost special foundations both within the area occupied by the tank as well as beyond it and it is not unlikely that the tenant had in his mind that the Trust, in consideration of the great loss he has sustained, would forego the extra rent of Rs. 56 demanded on account of the encroachment over the open space.

7. It cannot be denied that the tenant has actually spent a much larger amount than the sum of Rs. 5,500 sanctioned by the Committee, which he was evidently compelled to do under the advice of his architect who thought it advisable to provide special foundations even beyond the site of the tank, to avoid the risk of unequal settlement and consequent danger to the stability and safety of the building as a whole. The Trust Engineer while reporting on this matter states as follows :—

“The lessee has certainly put in a considerable amount in the foundations additional to that shown in my estimate but as the remainder is on the original solid ground, I see no reason why the Trust should be held responsible for the same.”

8. In the above circumstances, it is suggested that the matter may again be placed before the Improvements Committee for further consideration and orders.”

*Copies of letters referred to in para 4 above—*

(1) *Letter from the tenant's architect No. 626, dated 7th June 1927 to The Chief Officer, Bombay Improvement Trust—*

“With reference to the interview myself and the tenant of the aforesaid plot had with your goodself in your office regarding an old tank that was discovered whilst excavating the foundations of the proposed building on the plot, I beg to say that as arranged, the Trust Engineer, Mr. Kynnersley, and also the Trust Architect, inspected the site on the morning of Friday the 3rd instant when it was found as shown on Major Laughton's Revenue Survey Sheet No. 32 of the locality, a tank (bearing No. 1222 according to Laughton) did exist there. The tank appears to have been filled in with loose earth and the site is almost water-logged. The foundations of the front wall as well as some of the side and partition walls and also of the front boundary wall rest on the site of the old tank. This will now be an expense much more than what would have been incurred in case of foundations on ordinary soil. When the tenant called on you with me to make an offer for this plot, a layout plan prepared in your office was given by you to him for his consideration before he could make an offer. The tenant took your plan as correct and was led to believe that there was no tank on the site of the plot, and that his plot was far away from the tank shown on your plan, and he consequently made his offer. This layout plan showed only one old tank by the side of the plot now occupied by him, but no mention was made of the tank in question which stood by the side of the one shown in your plan. Laughton's plan however, correctly shows the two tanks that existed there. He was not then aware that he would come across such serious difficulty while excavating the foundations.

The tenant will have to undergo additional expense for the heavy foundations, and I trust you will see the advisability of compensating him for the same. I have therefore the honour to request you to give a favourable consideration to the matter and allow a fair and reasonable compensation either in the shape of reduced rent or otherwise.

(2) Letter No. 376, dated 11th August 1927, from the lessee's architect to the Estate Agent, Bombay Improvement Trust—

"I beg to note that in pursuance of above quoted letter I called on Mr. H. G. Mahtre with the lessee, Mr. J. R. Mistry. At the interview I was informed that the Trust Engineer has estimated a total sum of Rs. 4,807 as the cost of extra foundations necessitated on the site of the tank, and that if the lessee was agreeable to that figure the matter would be placed before the Board for allowing a reduction to him in the rent on that basis.

As regards the same, I beg to point out that on account of the very treacherous nature of the soil that the lessee came across he had to undergo an expenditure considerably more than what has been allowed by the Trust Engineer. The lessee in order to avoid any unequal settlement has provided a ferro-concrete course all along the outside walls throughout the whole building, and I presume the Engineer has not allowed for this course over the portion of the foundations not going over the tank. The lessee has also provided ferro-concrete beams to support the partition walls for which also I do not think the Engineer has allowed even a single pie. When soils of different bearing capacities are met with for the foundations in building it is absolutely necessary that such reinforced concrete course should be provided throughout the building. The lessee has spent already about Rs. 7,000 for the extra work and he has yet to undergo extra expenditure for the boundary wall and drains.

He however does not desire to enter into controversy with the Trust but wishes to see the matter settled amicably at an early date. The offer of Rs. 4,807 made by the Trust is very low, but to come to a quick settlement he would suggest that he should be allowed a reduction of Rs. 5,500 instead of Rs. 4,807.

Further he would suggest that the extra rent of Rs. 56 demanded by the Trust as per the Architect's letter No. T. A. 1570 of the 6th June 1927 should not be charged on account of the very heavy expenditure he has been put to for the foundations. The rent is supposed to be charged for the encroachments over the open space, but I may be allowed to point out that these encroachments are meant only as architectural features, and they do not materially add to the letting area.

The lessee will be investing a large amount in the structure and he apprehends that he will not realise proper interest on his outlay. I need not say that the lessee would not have been misguided if the layout plan of the scheme had shown the site of the tank.

In view of the above facts, I trust you will please give your kind consideration to the matter and recommend to the Board to allow a reduction of Rs. 5,500 from the value of the land agreed upon for calculating the rental, and you will also kindly see your way to recommend the Board not to charge the extra rent of Rs. 56 for encroachment."

Proposed by the Chairman :—

"That the applicant be informed that it is regretted that his request to forego the extra rent of Rs. 56 per annum cannot be complied with."

*Amendment*—Proposed by Mr. Tairsee, seconded by Sir Vasantrao—

"That in supersession of the orders passed in para 2 of Committee Resolution No. 533, dated 20th September 1927, a nominal rent of Rs. 4/- per annum be charged on account of the encroachment."

The amendment on being put to the vote was declared *carried*, only Dr. Viegas and Mr. Borade dissenting. It was also *carried* as a substantive proposition.

**Resolution 548.**—In supersession of the orders passed in para 2 of Committee's Resolution No. 533 dated 20th September 1927, a nominal rent of Rs. 4/- per annum should be charged on account of the encroachment.



7. Re : Dadar—Matunga—plots 809, 815 and 816—leased for the Presidency Magistrate's Court at Dadar—Government to be allowed to continue to occupy the plots on monthly tenancy.

Considered the following :—

- (a) Government letter Home Department No. 1462-IV-B, dated 29th August 1927—

"In continuation of Government letter No. 1462-IV-B, dated the 12th August 1927, regarding the lease of site of the Presidency Magistrate's Court at Dadar, I am directed by the Governor in Council to state that in view of the present financial stringency and the heavy drain on Government funds due to recent floods in Kathiawar and Gujarat, Government are not in a position at present to purchase the plot. I am accordingly to request that you will be so good as to move the Bombay Improvement Trust to extend the lease from month to month."

- (b) Estate Agent's No. 13276 dated 21st September 1927 :—

"This refers to plots Nos. 809, 815 and 816 of the Dadar-Matunga Estate which, together with a temporary structure standing thereon used at present as a court house by the Presidency Magistrate, Dadar, had been leased to Government for a period of five years at an annual rent of Rs. 6808/- on the condition, inter alia, that Government were to have an option of purchasing these plots less the strip of four feet in width admeasuring 99 sq. yards, required for the widening of the Kings Way, at any time prior to 31st August 1927 on which date the lease expired, on payment of purchase price of Rs. 1,12,444/- only.

Government however do not intend to take the benefit of the option given by the lease to purchase these plots owing to the present financial stringency and the heavy drain on Government funds due to the recent floods in Kathiawar and Gujarat, but desire to extend the lease from month to month.

As there is no demand at present for these plots, there seems to be no objection to allow Government to continue to occupy the land on a monthly tenancy at a ground rent of Rs. 567-5-4."

**Resolution 549.**—Government should be allowed to occupy the land on a monthly tenancy at a ground rent of Rs. 567-5-4

8. Re : Defalcation in Estate Agent's Department.

Considered the following :—

- (a) Estate Agent's No. 13288, dated 21st August 1927 :—

"I have the honour to observe that Mr. M. M. Kankate who is doing rent collection work in Schemes 5 & 6 reports that his lascar Ganpat Laxman has tampered with certain bill-books and has stolen therefrom 24 rent bills amounting to Rs. 109-4-0. These bills were not signed by the Rent Collector and so far as is known, none of them have been recovered by the Lascar."

2. Mr. Kankate further reports that the said Ganpat who was entrusted by him with 12 signed bills, has effected recovery of seven bills for an aggregate sum of Rs. 244-2-0 from tenants and has absconded with the money thus collected by him. As for remaining five signed bills for Rs. 60-3-0, enquiries are being made.

The Rent Collector had no business to entrust the bills in his charge to his Lascar. He will be asked to make good the defalcation which is entirely due to his negligence, and consequently there will be no loss to the Board. If, however, he does not make good the loss the same will be recovered from the amount of Rs. 1000/- which he has deposited as security as the Board hold him, and not his Lascar, responsible for the collection of rents.

4. As regards Ganpat who has absconded and whose whereabouts are not known so far, it is necessary that he should be brought to book. In this connection the Trust Pleader was consulted and he is of opinion that if criminal proceedings against Ganpat be conducted by the Board, it would be more effective than if the whole matter of prosecution were left to the Rent Collector. He further thinks that two charges viz. (a) criminal breach of trust and (b) theft, may be framed against Ganpat and advises that a complaint should be lodged with the Police without delay.

5. It may here be stated that once the case is reported to the Police Authorities, it will be investigated and dealt with by them from beginning to end. If on the contrary, the matter is left to the Rent Collector, he may not be in a position to incur the necessary expenditure for the purpose of conducting the case successfully, or he may even drop the matter with a view to save further trouble and expense seeing that he has in any event to make good the defalcation.

6. In these circumstances, I have to request the favour of your sanctioning the suspension of the Lascar and placing the matter before the Improvements Committee for their information and orders."

(b) Chief Officer's note dated 23rd September 1927:—

"I have consulted the Board's Solicitors in this matter. They advise that we should apply to the Presidency Magistrate for the issue of a warrant against the lascar for the theft of the 24 rent bills, which I understand have not yet been recovered.

As regards the Rent Collector, I have caused an examination made of all his bill books to see if any other bills have been left unaccounted for and I find that his record is quite clear. I am also convinced that there has been no collusion between him and the lascar. He is however guilty of breach of his duties, and it is suggested that no disciplinary action be taken against the Rent Clerk beyond the recovery of the money from his security deposit. I have issued very strict orders that no Rent Collector should entrust the collection of rents to his lascar."

**Resolution 550.**—The proposals made by the Chief Officer are approved.

9. Re: Dadar-Matunga—plot 619—fixing of rent for the building on.

( File No. Mis. 743/27. )

Considered Estate Agent's No. 12977, dated 16th September 1927 :—

" I have the honour to state that the above plot is one of those allotted by the Board to the Zoroastrian Building Society, Ltd.

2. The building on the plot has been completed and a completion certificate granted.

3. The abovenamed Society proposes to fix a maximum rent of Rs. 694 per month for the whole building as follows :—

				Rs.	
Ground floor each side Rs. 85	...	...	...	170	per mensem.
Two rooms in the rear	...	...	...	34	do.
First floor with the rear...	...	...	...	214	do.
Second floor each side Rs. 113	...	...	...	226	do.
Two Motor Garages each at Rs. 25	...	...	...	50	do.
				<hr/>	
				Rs. 694	do.
				<hr/>	

4. As required under the terms of the Zoroastrian Society's agreement the above-mentioned amount of rent is on the basis of a net annual return of 6 per cent. on the actual total outlay on the building amounting to Rs. 84,081 and the same is, therefore, recommended for the Improvements Committee's approval and sanction."

**Resolution 551.**—The rents proposed for the ground floor, the two rooms in the rear, the first floor with the rear, the second floor each side and the two motor garages are approved.

10.

Re : Dadar-Matunga—plot 645—Variation of layout.

( File No. Mis. 742/27. )

Considered the following :—

(a) Trust Architect's No. 2565, dated 12th September 1927 :—

" I have the honour to forward herewith plan for the relayout of the building area of the above plot, received as per Architects' letter, dated 1st September 1927 (~~printed below~~).

It is proposed to extend two bed rooms over the front as well as the side open spaces. This is done for the convenience of planning and may be allowed as an architectural feature subject to extra rent being paid in proportion to the additional floor area gained.

It is also proposed to extend the staircase room over the side open space. This may be allowed free of rent as is done in other cases."

(b) Estate Agent's No. 12933, dated 16th September 1927 :—

\* \* \* \* \*

2. The extension of the two bed rooms over the front as well as the side open spaces referred to by the Trust Architect will result in the sanctioned area being increased by about 16½ per cent.

3. The ultimate ground rent of this plot is Rs. 248 per annum. The additional rent payable in proportion to the increase in the building area will, therefore, amount to Rs. 40 per annum. The proposed extension may be allowed subject to the payment of extra ground rent of Rs. 40 per annum.

4. The proposed extension of the staircase room over the side open space on the North and the landing on the West may be allowed free of extra rent as suggested by the Trust Architect."

**Resolution 552.**—The proposal to extend the bed rooms should be sanctioned subject to the lessee agreeing to pay an additional rent of Rs. 40 per annum.

2. The proposed extension of the staircase room over the side open space should be allowed free of extra rent.

11.

Re : Loan of 1927—expenses on.

Considered Chief Officer's note, dated 20th September 1927 :—

" A sum of Rs. 13,000 will probably be required for payment to the newspapers for publishing the Loan Notification and of brokerage, etc. No provision exists on this account in the current year's Budget. It is proposed to pay this amount out of the saving expected in the provision of Rs. 85 lakhs for Interest on Loans."

**Resolution 553.**—The sanction of the Board should be obtained to the sum of Rs. 13000/—being transferred from the provision of Rs. 85,00,000/—for “Interest on Loans” to “Cost of Management and Establishment expenses of the loan”.

12. Re : General Retainer to Mr. Jinnah for all High Court business.

Considered Estate Agent's No. 13341, dated 22nd September 1927 :—

“ \* \* \* \* \*

2. By their Resolution No. 228 of 5th October 1926, the Improvements Committee accorded their sanction to a General Retainer, with a Special Retainer in each case, whenever necessary, being given to Mr. Jinnah for all References sent up to the High Court by the Land Acquisition Officer.

3. As the General Retainer held by Mr. Jinnah will expire on the 10th proximo, it is desirable to renew the same for another 12 months.

4. The Trust Solicitors are doubtful whether a General Retainer in the High Court can be limited to one particular class of work, and they, therefore, think it advisable that Mr. Jinnah be offered a General Retainer for all High Court business without limitation.

5. The undersigned agrees with the Trust Solicitors' views, and requests that the Committee's sanction may be obtained to give a General Retainer to Mr. Jinnah for all High Court business without limitation.”

**Resolution 554.**—Sanction is accorded to a General Retainer being given to Mr. Jinnah for all High Court business without limitation.

13. Re : Supervision Charges for work done for outsiders.

Considered Chief Officer's Note, dated 19th September 1927 :—

“Under the Works Committee's Resolution No. 60 dated 8th August 1921, a charge of 5% for materials supplied and 10% for work done is made to the Trust Officers in respect of work done for them at the workshop. No sanction exists, however, for the charge of similar rates to outsiders for work done for them. The Engineer charges 10% to the Gas Co., the Bombay Electric Supply & Tramways Co., and the Bombay Municipality for work done for them and these bodies also charge 10% to the Trust for the work done by them for the Trust. The work done for the Trust by these bodies is greater than the work done by the Trust for them and therefore if we were to charge anything more than 10% to these bodies, they will also charge us more. It is therefore proposed to charge 10% to these bodies for work done for them.

The Trust does work for the G. I. P. Rly. and private persons &c. and charges them 12½%. The G. I. P. Rly. also charges us 12½% for work done by them for us. It is proposed to charge 12½% to the G. I. P. Rly. and private persons &c.”

**Resolution 555.**—The proposal to charge 10 per cent. to the Gas Company, the Bombay Electric Supply and Tramways Company and the Bombay Municipality, and 12½ per cent. to the G. I. P. Railway Company, and private persons, etc., for work done by the Trust for them is sanctioned.

14 Re Establishment—Mr B S Vakde—late Senior Assistant Land Manager—  
advance from Provident Fund to, and request for investing the  
balance in 4% Government Securities

Considered Chief Officer's note dated 15<sup>th</sup> September 1927 —

"Mr. B. S. Vakde, late Senior Assistant Land Manager, applies for an advance of Rs. 7,000/- out of the Provident Fund money inclusive of Trustees' contribution, standing to his credit on the date of retirement and requests that the balance may be invested in 4% Government Securities

Mr. Vakde joined the Trust service on 3rd January 1920 & retired on 1st April 1927.

Under the existing Provident Fund Rules Mr Vakde is not entitled to the Trustees' contribution, as he had not put in 15 years' service. Under the Provident Fund Act, 1925, which comes into force on 1st April 1926 the Trustees' contribution is payable to a subscriber who has put in 5 years' service. This Act has to be applied to our Provident Fund Rules and for this purpose our Rules have to be revised. Draft revised Rules were submitted to the Finance and Establishment Sub-Committee some time ago, but their consideration was postponed pending the revision of Municipal Rules. The draft revised Rules contain a rule to the effect that the Trustees' contribution should be paid to a subscriber who has rendered 5 years' service, and it was proposed in May last that Mr Vakde should be paid the Trustees' contribution with the sanction of the Committee, in anticipation of the sanction of the Board to the revised rules. But it was decided to postpone the consideration of the proposal till the revised rules were sanctioned.

The Provident Fund account of Mr. Vakde stands as under —

His own subscription	Rs 7,553-1-4
Trustees' contribution	„ 8,275-12-3.

There is no objection to pay him his own subscription viz Rs 7,553-1-4. But his request to invest the remaining amount in 4% Government Securities is inadmissible. He has made this request, as the Trustees' contribution does not earn any interest now. Rule 17 of the present Provident Fund Rules provides that payment shall be made within 3 months from the date of retirement and shall include interest upto the date on which the payment is made and if payment is not claimed before the expiration of 3 months no interest shall accrue beyond that period. Thus if a subscriber claims the money within 3 months from the date of retirement, the claim should be paid with interest. Mr. Vakde claimed the money before he retired and it is a question for consideration whether he should not be paid interest upto the date of payment, as in accordance with the Provident Fund Act, he is entitled to the Trustees' contribution, but the payment is delayed as the Provident Fund Rules are under consideration and there is no reason why Mr. Vakde should be penalized for the delay in the passing of this Rule."

**Resolution 556.**—The sum of Rs. 7,553-1-4 standing to his credit in the Provident Fund Account on account of his own subscription should be paid to Mr. Vakde.

2. The Trustees' contribution standing to Mr. Vakde's credit in the Provident Fund Account should be allowed to carry interest to date of payment.

15. Re : Establishment—Engineer's Department—Mr. A. N. Walker, Deputy Engineer—leave to, preparatory to retirement with permission to take service elsewhere during leave.

Considered Chief Officer's note, dated 20th September 1927 :—

" Mr. A. N. Walker, Deputy Engineer, applies by cable for (1) all the leave that may be due to him with permission to retire at the end thereof and (2) permission to take up outside work during leave.

Mr. Walker joined the Trust Service on 9th October 1920, and his present pay is Rs. 1,400 in the grade of Rs. 1,200—1,500.

At present he is on leave on full average pay for 6 months and 28 days from 19th April 1927. This leave will expire on 16th November 1927. Now he applies for further leave upto 1st February 1928 (inclusive), *i. e.*, for 2 months and 17 days, out of which 1 month and 3 days will be on full average pay and the remaining 1 month and 14 days on half average pay. The leave asked for is due. The sanction of the Committee is required for :—

- (1) the grant of further leave for 2 months and 17 days, *i. e.*, upto 1st February 1928, (inclusive.)
- (2) the acceptance of his resignation at the end of the leave, *i. e.*, from 2nd February 1928, and
- (3) the grant of permission to accept outside employment (out of Bombay) during leave."

**Resolution 557.**—Sanction is accorded to the grant to Mr. Walker of an extension of leave for 2 months and 17 days.

2. His resignation should be accepted as from the date of the expiry of the leave, (*i. e.* from 2nd February 1928).
3. Mr. Walker is allowed to accept outside employment (out of Bombay) during leave.

16. Re : Establishment—Engineer's Department—Mr. M. F. Captain—Accountant—extension of service.

Considered Chief Officer's note, dated 23rd September 1927 :—

"The Engineer proposes that an extension of service be granted to Mr. M. F. Captain, accountant, for some period and then he be allowed all the leave due to him at the expiration of the extension.

Mr. Captain is the Accountant of the Engineer's Department and his present pay is Rs. 290 (in the grade of Rs. 260-20-350) and he will be due for the next increment from 19th November 1927. He has already been granted an extension upto 18th November 1927 with permission to avail himself of the leave for 6 months due to him before the 18th November 1927. Thus he should have been relieved on 19th May 1927. He could not, however, be relieved as his services were greatly required in the interest of the Trust work in connection with (1) the transfer of the Engineer's Accounts Branch to the Chief Accountant's Department and the consequent change in the system of accounts, and (2) the deputation of Mr. Bird for the audit of the Stores Accounts. The Engineer's Accounts Branch will be transferred to the Chief Accountant's Department from 1st October 1927 and Mr. Captain's presence would be necessary for some time after that date to assist the Chief Accountant in the organization of the accounts and to reconcile the difference of about Rs. 10,000 between the Engineer's books and the Chief Accountant's books, at the end of 1922-23. Mr. Bird in his report has suggested that this difference should be reconciled, though the Examiner had ignored the difference. Mr. Captain had rewritten the Stores Ledgers for 1923-24 and 1924-25 and his assistance would be of great value in the reconciliation of the difference of Rs. 10,000 referred to above.

It was absolutely necessary to retain him after May last to assist Mr. Bird in the examination of the accounts as they were prepared by him. In this connection I beg to attach herewith a copy of a note by Mr. Bird, dated the 2nd September 1927, which speaks for itself.

Mr. Captain is quite fit both physically and mentally and I strongly recommend that he should be retained in service till the end of February 1928 and that then he should be granted combined leave for 6 months.

As Mr. Captain's pay will exceed Rs. 300 from 19th November 1927, the sanction of the Board will be necessary to the grant of the proposed extension."

Accompaniment referred to above :—

"To

2nd September 1927.

The Chief Officer,  
Bombay Improvement Trust.

Sir,

In forwarding my Report upon the investigation of the discrepancies in the Store accounts, I have the honour to bring to your notice the valuable assistance rendered to me by Mr. M. F. Captain, the Accountant of the Engineer's Office, and Mr. D. N. Desai, a clerk on the accounts staff. As I have pointed out in my Report, the ledger account of the Stores in Stock Suspense Account maintained by the Cost Section, was, in 1925 found to be inaccurate, and it became necessary entirely to re-write the account from the original records in possession of the several schemes. The amount of work involved in this re-writing was exceptionally heavy, and must have taken many weeks of overtime. I found this new ledger to be clearly written, and all discrepancies between it and the Chief Accountant's ledger to have been traced and reported to the Chief Accountant for correction. I subjected the two ledgers to a careful scrutiny, and found the discrepancy statements to be correct in every particular. I understand that the whole of the extra work involved in this preparation of the new ledger was carried out by Mr. Captain and Mr. Desai. If this new ledger had not been prepared, any investigation would have been impossible, for there would have been no reliable record in existence on which to base the enquiries.

Mr. Desai has all the details of the Stores in Stock Suspense Account at his 'finger-tips' and without his assistance I should not have been able to complete the investigation within the two months for which my services were lent. He is a very able and intelligent clerk, and worthy of some special recognition for the heavy additional work—work of an arduous and involved nature—which he has carried out so willingly and satisfactorily.

I am, Sir,  
Your most obedient servant,  
Sd/—T. H. Bird,  
Test Audit Officer,  
Bombay Municipality.

Proposed by the Chairman—

'That the Board be recommended to sanction an extension of the services of Mr. Captain upto the end of August 1928 including the leave due to him which should be taken during the last 6 months'.

Amendment—Proposed by Dr. Viegas :—

"That the Chief Officer be requested to state (the answers to be entered into the minutes) ~~into report~~

(1) ~~to report~~ on what terms extension was given to Mr. M. F. Captain; (2) whether it was given on the distinct understanding that he should avail himself of his leave during the extension; (3) whether there are no men in the Trust who could carry on his duties; (4) are not the Deputy Secretary and the Assistant Accountant competent to carry on

the Engineer's Accounts section after it is transferred from October 1927 to the Chief Accountant ? ; (5) that the Deputy Secretary and the Assistant Accountant be called to-day to the meeting and asked whether they are able or not to do this work ; (6) has not the Deputy Secretary worked satisfactorily as Ag. Chief Accountant and Secretary and done this work splendidly ; (7) what is the reason of Mr. Bird's recommendation being brought before the Committee before his own report of the work entrusted to him is submitted to the Committee ? ; (8) could not the ledger of Stores in Stock have been re-written by the clerks in the Engineer's Office ; (9) how did the Engineer come to know of the difficulties the Chief Accountant would experience on the transfer of the Engineer's Accounts section to his office ? (10) have not the stinging remarks made by the Accountant General in his letter No. O. A. 10-337 of 12th September 1927 brought home to the Chief Officer a greater sense of carefulness and circumspection ? (11) How does he then bring forward recommendations of rewards and extension ; (12) whether when some of the employees of the Engineer's Cash and Staff were transferred to the Secretary's department during the time of Mr. Ramasubba Aiyer in 1922-23 some of the works transferred to the Secretary's " Works Audit Section" Stores in Stock" was one of them.

II. That the Chief Officer be requested to enforce the terms and conditions under which Mr. Captain's extension was sanctioned."

Mr. Silam stated that he would second the amendment provided that consideration of the item was postponed till the points raised in the amendment were reported on by the Chief Officer.

The Chairman did not allow Mr. Silam to second the amendment on that condition.

Mr. Silam stated that he would not then second the amendment.

The amendment dropped for want of a seconder.

The original proposition was then put to the vote and declared *carried*, Dr. Viegas alone dissenting.

**Resolution 558.**—The Board should be recommended to sanction an extension of the services of Mr. Captain upto the end of August 1928, including the leave due to him, which should be taken during the last 6 months.

17. ~~Re : Establishment—Engineer's Department—Scheduled Temporary Establishment—  
Mr. S. T. Jayawant—Clerk—to be considered as retrenched with effect  
from 13th May 1927.~~

Consideration was resumed with reference to Resolution No. 514, dated 6th September 1927.

**Resolution 559.**—In modification of Committee's Resolution No. 189, dated 5th April 1927, Mr. D. A. Jacob should be retained in service and Mr. Jayawant be considered as having been retrenched in his place.



18. Re : Improvement Trust Transfer Act—amendment of Act, re: pending References before the Tribunal of Appeal.

( Board's Resolution No. 55, dated 14th June 1927. )

Considered Chief Officer's note, dated 12th September 1927 :—

“ Under Section 66(2) of the Transfer Act, the Tribunal of Appeal will cease to function at the end of this month. No provision having been originally made in the Act, for disposing of References made to and monies deposited with the Tribunal under the Act of 1898 and remaining undisposed of when the Tribunal would cease to function, it was considered necessary to amend the Act. The draft of a new Section 66A was forwarded by Government for the Board's opinion and the same was approved by the Board under their Resolution 55 of the 14th June last. The necessary bill was then introduced by Government and the Act to amend the Transfer Act, 1925, inserting Section 66A, was published in the Bombay Government Gazette on the 2nd instant, after having received the assent of the Governor General.”

**Resolution 560.**—The Chief Officer's note should be recorded and a copy thereof be forwarded to the Board for information.

19. Re : Establishment—Engineer's Department—Mr. B. P. Wadke, late Sub-Engineer—reinstatement of.

Considered the following :—

(a) Excerpt from the proceedings of the Finance and Establishment Sub-Committee, dated 20th September 1927 :—

“ Proposed by the Chairman—

‘ That the Improvements Committee be recommended that the Board should be informed that it is regretted that Mr. Wadke cannot be reinstated as the post he held has been retrenched.’

*Amendment*—Proposed by Dr. Viegas—

‘ That the Board's Resolution be given effect to by following the Resolution of the Board, No. 37, dated 6th April 1927, regarding the manner in which retrenchment should be effected.

2. Retrenchment in the branch of which Mr. Wadke was the Head should be given effect to in accordance with the orders of the Board.’

The amendment on being put to the vote was declared lost by 1 to 5.

The original proposition was then put to the vote and declared carried, Dr. Viegas alone dissenting.

**RESOLUTION 96.**—The Improvements Committee should be recommended that the Board should be informed that it is regretted that Mr. Wadke cannot be reinstated as the post he held has been retrenched.”

(b) Considered Report No. 26, dated 20th September 1927, of the Finance and Establishment Sub-Committee :—

“With reference to Committee's Resolution No. 470 dated 16th August 1927, referring to us the subject matter of the Board's Resolution No. 71, dated 5th August 1927, for consideration and report, we beg to state that we have given this matter our careful consideration and we find that the post held by Mr. Wadke has been retrenched and no provision has been made therefor in the current year's budget. We accordingly recommend that the Board be informed that it is regretted that Mr. Wadke cannot be reinstated, as the post he held has been retrenched.”

Proposed by the Chairman—

“That the Report of the Finance and Establishment Sub-Committee be approved and adopted.

2. That a copy of Sub-Committee's Report together with a copy of para 1 of the Resolution be forwarded to the Board with a recommendation that the same may be approved.”

Mr. Hoosenally observed that the Finance and Establishment Sub-Committee's Report was not exhaustive and that it would be better if the Sub-Committee drafted a revised report describing the case more fully and in greater detail.

The Chief Officer stated that he would draft a revised report and circulate it to the members of the Sub-Committee for approval.

It was agreed that the revised report should be sent to Mr. Tairsee also.

**Resolution 561.**—Consideration postponed.

20. Re : Scheme 57—Sewri Wadala—Exchange of land with the Acworth Leper Asylum.

Considered Report of the Special Sub-Committee, dated 20th September 1927 :—

“In December 1926, the Honorary Secretary, Acworth Leper Asylum, proposed that they might be given an area of about 3847 sq. yards of Trust back land near the Old Matunga Road and on the West of the existing boundary of the Asylum, in exchange for an equal area of land to be given to the Trust out of the eastern end of its grounds adjacent to the Harbour Branch Railway. This proposal was referred to us under Committee's Resolution No. 51 of 25th January 1927.

2. We beg to report with reference to the above Resolution that the President of the Asylum has since represented that the Trust land abutting on the Asylum's western boundary, formerly proposed by him for exchange is not convenient to him as it is back land and proposes that the Trust should hand over a larger area measuring 5421 sq. yards, extending from the western boundary of the Asylum upto the old Matunga Road and shown coloured green on Plan No. D. D./13-7-25.

3. We consider that the following settlement is a fair one and recommend it for the approval of the Improvements Committee—

The Trust will receive an area of 4,678 sq. yards of the Asylum land out of its eastern boundary and the Asylum will receive an area of 5,421 sq. yards of Trust land with a frontage of about 150 ft. to the old Matunga Road. Besides as the Trust land is more valuable than the Asylum land, a net amount of Rs. 11,676 will be paid to the Trust by the Asylum as shown below :—

dated 6th *Trust Land*—

Resolu	Rs.
Trust land 1,617 sq. yards at Rs. 10 per sq. yard.	... 16,170
Trust land 3,804 sq. yards at Rs. 6 per sq. yard...	... 22,824
Compensation for the Chawls ... ..	... 750
Total ...	... 39,744

Less—

Land belonging to the Asylum 4,678 sq. yards at Rs. 6 per sq. yard ... ..	28,068
Net amount payable to the Trust ... ..	<u>11,676</u>

On the Trust land now proposed to be handed over there is a ground floor chawl for which the Trust paid a sum of Rs. 750 on the basis of materials only, and this amount has been included in the above figure.

4. We are of opinion that the heavy iron Asylum fences should be removed from the existing to the proposed new boundary after the exchange is effected at the cost of the Asylum.

5. We also consider that the cost of the conveyance and other legal expenditure incidental thereto, of the lands to be exchanged, should be borne in equal shares by the Government and the Trust, as the Asylum hold the land from Government on a 99 years' lease.

6. We are also of opinion that as the land proposed to be given by the Leper Asylum to the Trust lies outside the boundaries of Scheme No. 57 as notified, the proposed exchange of land will constitute an alteration in the Scheme under Section 37 (2) (b) of the New Trust Act which lays down that if any alteration to a Scheme involves the acquisition by agreement of any land other than that specified in the statement of the land to be acquired sanctioned under the original Scheme, the Improvements Committee shall not without the previous approval of the Board, proceed to execute the Scheme as altered. If the Improvements Committee approve of this proposed exchange of land it will be necessary for the sanction of the Board to be obtained to the same before Government can be approached by the Leper Asylum Board in this matter."

**Resolution 552.**—The Report of the Special Sub-Committee is approved and adopted.

2. A copy of the report together with a copy of para 1 of this Resolution should be forwarded to the Board with a recommendation that the same be approved under Section 37 (2) (b) of the Act.

21. Re : Notice of motion, dated 21st September 1927, by Sir Vasant Rao Anand Rao Dabholkar, Kt., C.B.E.

In accordance with the notice of motion, it was—

Proposed by Sir Vasant Rao—

"Please note that I shall move at the next meeting of the Committee—

'That with reference to Board's Resolution No. 37, dated 6th April 1927, stating that the juniors should be asked to go first and then the Seniors, the Improvements Committee are of opinion that it is not desirable to lay down a hard and fast rule regarding the retrenchment to be effected and accordingly recommend the Board to add the words 'so far as efficiency permits' to their Resolution."

The motion was seconded by Mr. Dumasia.

*Amendment*—Proposed by Dr. Viegas—

"That with reference to Board's Resolution No. 37 dated 6th April 1927 stating that the juniors should be asked to go first and then the seniors, the Improvements Committee are of opinion that it is not desirable to lay down a hard and fast rule regarding the retrenchment to be effected and accordingly

recommend the Board to add the words "so far as efficiency permits" to their Resolution provided that a chance is given to the retrenched senior man to prove his efficiency."

The amendment dropped for want of a seconder.

The original proposition on being put to the vote was declared *carried*, Dr. Viegas alone dissenting.

**Resolution 563.**—With reference to Board's Resolution No. 37 dated 6th April 1927 stating that the juniors should be asked to go first and then the seniors, the Improvements Committee are of opinion that it is not desirable to lay down a hard and fast rule regarding the retrenchment to be effected and accordingly recommend the Board to add the words "so far as efficiency permits" to their Resolution.

22. Re *Notice of motion, dated 20th September 1927, by Mr. L. R. Tairsee.*

In accordance with the notice of motion, it was—

Proposed by Mr. Tairsee—

'That the Chief Officer be requested to report as to what action he proposes to take in regard to the write off of irrecoverable arrears of revenue collected by the Land Manager's Department and that pending the disposal of the whole question proposals to grant gratuity etc. to the Land Manager be postponed.'

The Chief Officer pointed out that the word "etc." would include Provident Fund and enquired if it was the intention of the proposition to withhold the payment of the Provident Fund also.

Thereupon Mr. Tairsee asked for the permission of the Committee to delete the word "etc." The necessary permission was granted.

The motion altered as above was seconded by Mr. Borade and *carried*.

**Resolution 564.**—The Chief Officer be requested to report as to what action he proposes to take in regard to the write off of irrecoverable arrears of revenue collected by the Land Manager's Department and that pending the disposal of the whole question proposals to grant gratuity to the Land Manager be postponed.

23. Re : Notice of motion, dated 23rd September 1927, by Dr. A. G. Viegas, L.M. & S.,  
re : grant of bonus to Mr. D. N. Desai, clerk,—Engineer's  
Department.

In accordance with the notice of motion, it was—

Proposed by Viegas :—

“That the Chief Officer be requested to report in reference to the Acting Engineer's proposal to give a reward of Rs. 400 to Mr. D. N. Desai, clerk, Engineer's Department as to (1) who were responsible for the unsatisfactory condition (reported by the Government Auditor) of the Ledger of Stores (2) whether the two employees whose work has been praised were in the Costs Section during 1923-24 and 1924-25 (the years in which the Ledger was found to be in unsatisfactory condition) and (3) who performed the ordinary daily work of these two employees during the period they had to re-write the Ledger to the satisfaction of the Government Auditor.”

The motion was seconded by Mr. Silam and on being put to the vote was declared *lost* by 4 to 5.

24. The following documents were executed :—

(1) New Debentures in favour of the Chief Secretary to the Government of Bombay.

Year of Loan.	Amount of Loan.	Number of Debentures.
1921-22	45 Lakhs	7
1922-23	{ 52 "	8
	{ 90 "	12
	{ 30 "	5
1923-24	{ 40 "	15
	{ 20 "	6
	{ 29 "	9
1924-25	{ 20 "	10
	{ 60 "	16
	{ 20 "	4
1925-26	{ 20 "	18
	{ 15 "	5
	{ 35 "	7
Total	Rs. 476 Lakhs	122

Two debentures of the Loan of 1913 in favour of the Imperial Bank of India for Rs. 1,500 in lieu of two cancelled.

(2) Acceptance of the application by Messrs. Lalji Ravji and others for building lease of plot No. 312, Dadar-Matunga Estate.

25. The following papers were laid on the table :—

1. Purchase Orders sanctioned by the Chief Officer under Sec. 22 (1) of the Act.
2. Work Orders do. do.
3. Sale of Materials do. do.
4. Tenancy agreements entered into do. do.

# Bombay Improvement Trust.

ESPLANADE ROAD,

Bombay, 4th October 1927.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 3-30 P.M. (B.T.) there were—

PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman*;
  2. DR. ACCACIO G. VIEGAS, L.M. & S.
  3. MR. HOSENALLY M. RAHIMTOOLA, B.A.
  4. SIR REGINALD SPENCE, KT.
  5. MR. S. B. BILLIMORIA, M.B.E.
  6. MR. W. H. NEILSON, O.B.E.
  7. MR. G. A. THOMAS, C.I.E., I.C.S.
  8. MR. GANPAT KRISHNAJI BORADE.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.
- MR. J. T. BURGE, F.S.I., AG. CHIEF OFFICER AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meeting held on 27th September 1927, were signed.

1. Re: Loan of 1927.

Considered Report No. 28, dated 4th October 1927, of the Finance and Establishment Sub-Committee :—

“With reference to Committee’s Resolution No. 506, dated 6th September 1927, we beg to report that the tenders for the loan received by the Chief Accountant upto 12 o’clock noon (B. T.) to-day were opened by the Chief Officer in our presence.

In all, 59 tenders were received aggregating Rs. 84,03,000 as shown in the statement attached.

We recommend that the tenders at and above Rs. 84-1-0 aggregating Rs. 25,00,000 be accepted. The average rate of accepted tenders is Rs. 84-4-0. The loan having been oversubscribed the amount allotted at the lowest rate *viz.*, Rs. 84-1-0 has been divided amongst those who have tendered at this rate in proportion to the amounts of the tenders.

*N.B.*—The amount of the loan tendered upto the minimum of Rs. 84 is Rs. 33,01,000.”

No. of tenders.	Rate per cent.	Amount tendered.
	Rs. as.	Rs.
8	89 0	5,000
1(a)	88 0	500
1(b)	87 0	500
6	86 8	10,000
12	85 0	50,000
51	84 8	2,00,000
52	84 7	2,00,000
18, 30	84 6	2,05,000
28	84 5	2,00,000
24, 32, 36, 47, 50	84 4	3,02,000
26, 31, 34, 35, 46	84 3	5,02,000
16, 27, 42, 43, 44, 45	84 2	2,22,000
23, 29, 38, 39, 40, 41	84 1	7,02,000
22, 25, 33, 37, 48, 49	84 0	7,02,000
15(a)	83 12	5,000
3, 15(b)	83 8	12,500
2, 15(c)	83 0	14,000
21(c), 19(b)	82 0	2,000
20, 19(a) 21(b)	81 2	2,500
13	81 0	25,00,000
19(c), 21(a)	80 2	1,000
14	80 0	10,000
9	78 8	38,000
17	78 0	25,00,000
5	77 4	1,000
11	75 0	10,000
10	73 0	2,000
7	70 0	2,000
4	65 0	2,000
59		84,03,000

**Resolution 565.**—The Report of the Finance & Establishment Sub-Committee should be approved and adopted and a copy thereof be forwarded to the Board for their information.

2. Re : *Establishment—Mr. B. P. Wadke, late Sub-Engineer—reinstatement of.*

Considered Report No. 27, dated 30th September 1927, of the Finance and Establishment Sub-Committee :—

“With reference to Committee's Resolution No. 470, dated 16th August 1927 referring to us the subject matter of the Board's Resolution No. 71, dated 5th August 1927 for consideration and report, we beg to report as follows :—

Mr. Wadke was a Sub-Engineer in the Engineer's Department and the names of the Sub-Engineers are given below in order of seniority with dates of appointments etc :—

Name.	Date of 1st Appointment.	Date of appointment to post.	Pay.
			Rs.
1. Mr. S. Abdul Kadar ...	11th June 1907.	1st April 1920.	400
2. „ J. P. DeSouza ...	1st September 1917.	Do.	400
3. „ C. Attawar ..	1st December 1917.	Do.	400
4. „ S. M. Desai ...	18th November 1918.	Do.	400
5. „ B. P. Wadke ...	1st September 1919.	15th February 1921.	400
6. „ L. C. Murphy ...	1st October 1919.	1st February 1923.	400
7. „ G. G. Marathe ...	10th November 1919.	1st April 1920.	400
8. „ Sant Ram ...	25th November 1919.	Do.	350
9. „ J. N. Vakil ...	1st November 1920.	1st November 1920.	400
10. „ J. R. Kanga ...	31st May 1923.	3rd January 1924.	325

One of the above was to be retrenched as from the 1st April 1927.

Nos. 7, 8 and 9 were then acting as Assistant Engineers on temporary establishment.

No. 6 was specially trained and engaged on Asphalt work.

The choice therefore lay between No. 5 (Mr. Wadke) and No. 10 (Mr. Kanga). Mr. Wadke was in the Engineer's Drawing Office and was an Architectural Draftsman and has no engineering qualifications, though he is graded as Sub-Engineer. Mr. Kanga is in the Preparation Department and is a qualified Engineer.

There is now no need for an architectural Draftsman and Mr. Wadke's post was therefore retrenched and no provision made for it in the current year's Budget.

We beg to mention here that Mr. Wadke's case was very carefully considered both by this Sub-Committee and the Improvements Committee on several occasions and we had once interviewed the Acting Trust Engineer who stated that it was not possible to retrench Mr. Kanga, retaining Mr. Wadke, as Mr. Kanga is a man with the practical outdoor knowledge the Engineer requires while Mr. Wadke does not possess engineering qualifications and is only a draftsman who holds diplomas etc. for architectural designs, but for whom there is no work now.

It might be considered that the retrenchment of Mr. Wadke was not in conformity with the orders passed by the Board in their Resolution No. 37, dated 6th April 1927, to the effect that the juniors should be asked to go first and then the seniors. In this connection, we beg to state that the Improvements Committee resolved to retrench Mr. Wadke on 29th March 1927 i.e., before the aforesaid orders of the Board were passed.



We do not think that it would be out of place to quote below the Chief Officer's note, dated 8th June 1927, which was considered by the Improvements Committee on 15th June 1927 and which shows the position clearly and also the number of petitions made by Mr. Wadke and how they were considered from time to time :—

"Mr. Wadke made a petition to the Improvements Committee on 14th February 1927, which was referred to the Finance and Establishment Sub-Committee for consideration and report. The Sub-Committee recommended his retrenchment for the reason that there was now no need for an architectural draftsman. When the Sub-Committee's report was placed before the Committee on 28th February 1927, Mr. Wadke's further application to the Committee, dated 27th February 1927 was read and the Committee deferred consideration of the Sub-Committee's recommendation regarding Mr. Wadke and requested the Chief Officer to report further in the matter. On the 16th March 1927 Mr. Wadke made a further petition addressed to the Chief Officer and sent a copy to the Chairman and members of the Committee. The Chief Officer made a report on the 28th March 1927. Thereupon the Committee resolved to give notice to Mr. Wadke on 31st March 1927 unless in the meantime Mr. Wadke submitted his resignation under Section 112 of the Act. Mr. Wadke made a still further application to the Committee, dated 29th April 1927, which was placed before the Committee on 10th May 1927 and the Committee passed a resolution that they saw no reason to reconsider their previous decision."

After this, he made a representation to the Board, dated 6th June 1927, and the Committee resolved to forward it to the Board with a recommendation that Mr. Wadke be informed that the matter has been fully considered by the Committee and that nothing further can be done. The Board considered this matter on 5th August 1927 and resolved that Mr. Wadke should be reinstated. When this resolution of the Board was under the further consideration of the Committee Mr. Wadke made an application, dated 18th August 1927 to the Committee (copy printed below). We take serious exception to the tone of this application generally and to the following sentence in particular :—

"I submit that if wiser counsels prevail and the authorities concerned restore me to my position as ordered by the Board, I am sure it will not be necessary to raise an extra loan for the purpose."

In spite of the sentence quoted above, his case was further reconsidered by us on its own merits; but it is regretted that, in the circumstances stated above, it would not be possible to carry out the Board's Resolution. We accordingly recommend that the Board be requested to reconsider the matter and rescind their Resolution."

*Mr. Wadke's letter, dated 18th August 1927, referred to above :—*

"To

The Chairman and the Members of the  
Improvement Trust Committee,  
Bombay Improvement Trust,  
BOMBAY.

Gentlemen,

Re : *My reinstatement.*

"In continuation of my various representations which I submitted on the above subject, I beg most humbly and respectfully to submit the following few lines for your very sympathetic consideration.

From the reports of the discussions about my reinstatement as given in the local newspapers, I find that although the Board after full consideration thought it justifiable to reinstate me in service and have passed orders to that effect, I am likely to be thrown out on the ground of "Excess in expenditure." It is really a matter of great surprise that when crores of rupees are spent on Establishment, the Trust funds should be found too short to provide for one employee of my standing and salary. I submit that if wiser counsels prevail and the authorities concerned restore me to my position as ordered by the Board, I am sure

it will not be necessary to raise an extra loan for the purpose. On the other hand, if I am retained, the Trust will be doing an act of justice and also respecting the Board.

Coming to the question of provision in the Budget, I submit that if the Committee is pleased to reinstate me, there would not be any excess in expenditure.

Thirdly, I submit that in view of my qualifications and experience of which mention has been made in my last representation, dated 14th and 27th February 1927 respectively, which I briefly repeat below, you will be graciously pleased to consider the advisability of appointing me to the new sanctioned post of Trust Architect. I submit that I am fully qualified as a Chartered Architect for the responsibilities of that post, and my appointment to it will surely result in a great saving and efficiency as I will manage both the Drawing Office with two men less than provided in the Budget, and the Architect's Office.

I beg to remain,

Gentlemen,

Your most obedient servant,

(Sd.) B. P. WADKE,

L. R. I. B. A., G. D. Arch.

1. Licentiate of the Royal Institute of British Architects, London.
2. Holder of the Government of Bombay Diploma in Architecture.
3. Winner of the Mayo Medal in Architecture.
4. Winner of the Bombay Improvement Trust Competition for designs in Indian Architecture.
5. Experience of the works of practising Architects.

*Minute of dissent by Dr. A. G. Viegas, L.M. & S., dated 30th September 1927.*

"I do not approve the Report but am strongly opposed to it. The Improvements Committee must carry out the orders of the Board. The Juniors must first be retrenched and then the Seniors. This is the order of the Board. It is not enough to say that no provision in the Budget exists when the juniors are retrenched as per the directions given by the Board the provision made for them is to be utilized for Mr. Wadke. Have we not in other instances followed the Board's orders and have not even the members of the Improvements Committee who thought them unreasonable voted for carrying them out."

**Resolution 566.**—The Report of the Finance & Establishment Sub-Committee should be approved and adopted.

2. A copy of the Report together with a copy of para 1 of this Resolution should be forwarded to the Board with a recommendation that the same be approved.

3. Re : Scheme 50, Mazagaon—Case No. 7—erection of temporary structures on, with walls of corrugated iron sheets—permission for.

( File No. Misc. 769/27. )

Considered the following :—

- (a) Trust Architect's No. 2637, dated 20th September 1927 :—

"I have the honour to forward herewith plans\* received from the architects Messrs. Merwanji Bana and Co., as per their letter No. 3691, dated 11th August 1927, for the consideration of the Improvements Committee.

The plans for a building of permanent nature have already been sanctioned as per Plans Committee's Resolution No. 23, dated 24th February 1926. The portion shown in

\* Not printed.

white lines and uncoloured on the plans now submitted has already been constructed having ground and one upper floor. The portions of the building on the West and East coloured red on the plans are now proposed as ground floor structures with walls of corrugated iron sheets.

The proposal is recommended for sanction subject to the plans being approved by the Plans Sub-Committee.

Sanctioned set of plans\* accompanies for reference and favour of return when done with."

(b) Estate Agent's No. 13547, dated 24th September 1927 :—

\* \* \* \* \*

2. This was one of the retention cases in the Mazagaon Scheme, under the terms of which this land admeasuring 2,802 sq. yards was leased to the original owner Mr. P. P. Dadachanji for a term of 999 years together with the buildings thereon at a ground rent of Rs. 1,532 per annum.

3. The lease provides that no buildings are to be erected except in accordance with the plans previously approved by the Board and such plans for a building of permanent nature have already been sanctioned *vide* Plans C. R. No. 23 of 24th February 1926.

4. The Improvements Committee have recently sanctioned a similar proposal of buildings of corrugated iron sheets in case No. 12 of this Scheme *vide* C. R. 348 of 15th June 1927 and it is suggested, that the necessary sanction should be given in this case also."

(c) Chief Officer's note, dated 26th September 1927 :—

" I agree that the temporary structures asked for may be allowed, as has been done in other cases of a similar nature."

**Resolution 567.**—The proposed temporary structures should be allowed subject to the plans being approved by the Works Sub-Committee.

4. Re : Sewri-Wadala—Scheme 57, proposed provision of latrine accommodation for Gowari Village.

Considered Chief Officer's note, dated 24th September 1927 :—

" Gowari village is situated in Scheme 57 to the North of the Acworth Leper Asylum, and West of the Harbour Branch Railway.

There are 39 village houses, of which only 2 have latrine accommodation, the inhabitants of the remainder using the surrounding land for calls of nature.

(2) Of these 39 houses only 12 have been acquired by the Trust to date, although they have all been notified.

The remainder will only be acquired when the Trust are called upon to do so by the owners or mortgagees.

It is, therefore, unlikely that the village will be demolished for development purposes for some years to come.

(3) The condition of the village is such that the Health Department is prosecuting the owners for the non-provision of privy accommodation, and therefore, the Trust are also liable for prosecution.

(4) In these circumstances, the Municipal Commissioner has proposed that 3 blocks of public latrines, each containing 6 seats should be constructed at a total cost of Rs. 2,647 under Section 252 of the Municipal Act, and that the cost should be borne in equal shares between the Municipality and the Trust, as the Trust will have to acquire additional houses from time to time at the request of the owners.

(5) As the Commissioner points out, the Trust will be able to recover interest on the expenditure by charging an additional rent of Re. 1 per month on each house, whereas the Municipality will not be able to do so.

(6) As regards the 3 sites for the latrine blocks, it is proposed to hand them over to the Municipality at cost price, Rs. 5 per sq. yard, on condition that they are re-sold to the Trust at the same rate when no longer required for this purpose.

It is suggested that the cost of the necessary Deed of Conveyance should be borne in equal shares between the Trust and the Municipality.

(7) The construction of these latrines is an urgent necessity, and the sanction of the Committee is requested to the construction of 9 privies at an approximate cost of Rs. 1,324, and to the sale of the sites to the Municipality at a rate of Rs. 5 per sq. yard on the conditions set out in para 6 above."

**Resolution 568.**—The proposal made by the Chief Officer in the last para of his note is sanctioned.

2. The cost of the necessary deed of conveyance should be borne in equal shares between the Trust and the Municipality.

5. Re : Scheme 5, Dadar-Matunga—Staff quarters, three room tenements at Matunga—excess expenditure in respect of.

Considered the following :—

(a) Engineer's No. 9317, dated 22nd September 1927 :—

" I have to report that the present budget grant of Rs. 800 for the above is likely to be exceeded by Rs. 720 partly on account of the proposed expenditure of Rs. 441 for providing and fixing red eternite sheet weather shades, sanction for which has been applied for in this office letter No. 8401 of 23rd August 1927, and partly on account of the temporary weather shades which had to be put up this year at a cost of Rs. 175 and lime washing tenements on account of frequent changes of tenancy."

(b) Chief Officer's note, dated 26th September 1927 :—

" The excess expenditure may be met from the provision of Rs. 50,000 made in the current year's Budget for unforeseen works."

**Resolution 569.**—The Board should be recommended to sanction the transfer of the sum of Rs. 720/- from the provision of Rs. 50,000/- made in the current year's Budget for unforeseen works, to scheme 5.

6. Re : Chief Officer's Report, dated 15th September 1927, re: Notices of Motion, dated 27th August 1926 and 23rd August 1927, by Mr. Hoosenally M. Rahimtoola, B.A., adopted in Committee's Resolutions No. 175, dated 2nd September 1926 and No. 505, dated 30th August 1927, respectively.

Considered the following :—

- " With reference to the notices of motion by Mr. Hoosenally M. Rahimtoola (reproduced in margin) adopted in C. R. No. 175, dated 2nd September 1926, and No. 505, dated 30th August 1927, re : the condition of the Parel Road, I beg to report as follows:—
- (1) Dated 27th August 1926—  
 ' That the Chief Officer be requested to furnish the following information with regard to the western portion of Parel Road from Lalbag to Parel —
1. The date on which this road was asphalted.
  2. The cost incurred in making the Road.
  3. The present condition of the road and its causes.
  4. The estimated cost of repairing the road.
  5. Whether this road has been handed over to the Municipality, and
  6. If not, the reasons for not transferring it yet.'
- (2) Dated 23rd August 1927—  
 'That the Chief Officer be requested to expedite his report on the Committee's Resolution No. 175, dated 2nd September 1926, regarding the condition of Parel Road and he be requested to report whether the same conditions prevail on the whole length of the road from J. J. Hospital upto Matunga.'
1. The asphaltting of the carriage way was completed during the year 1922 between April and October.
  2. The cost incurred in making the road :—
    - (a) The actual cost of asphaltting the carriage way was Rs. 1,41,000.
    - (b) The approximate cost of excavation and trimming and foundations was Rs. 1,08,000/- and for kerbs and water tables approximately Rs. 13,000/-.
  3. The present condition of the road is unsatisfactory from various causes :—
    - (a) Innumerable public services have had to be excavated and attended to in this carriageway as most of it is on the alignment of the old Parel Road. Every time the foundations are broken up, a weak place is made which subsequently develops into a fault or depression as it is well nigh impossible to reinstate a trench to conform permanently to the original roadway.
    - (b) Displacement of the asphalt over the concrete foundation. This was due to the fact that the experts of the Barber Asphalt Company recommended laying asphalt on a perfectly smooth bed of concrete. This, from experience, however, has proved totally wrong and all concrete to-day is specially roughened so that the asphalt may get a grip.
    - (c) The Asphalt Mixtures adopted also on the recommendation of the experts were not found suitable to this country and the heavy traffic met with. These mixtures were subsequently changed and on the Eastern carriage way they have been found satisfactory. It may be observed in this connection that the Western carriage way was the first road that the Trust asphalted and the correct mixture for local conditions could only be ascertained after experimenting.
    - (d) Another cause of failure was the fact that only 3" of cement concrete was laid on a bottom of 7" of lime concrete. This was considered to be of sufficient strength but experience with the ever increasing rolling loads of the present day has proved that nothing under 6" of best cement concrete is good enough and even with 6" it has often to be reinforced.
  4. The estimated cost of repairing the Western carriage way was approximately Rs. 26,000 out of which Rs. 20,000 have been spent to date and at the time-

of handing over, any remaining repairs required by the Municipal Engineer in charge of Roads will be carried out.

5. This road has not yet been handed over to the Municipality.
6. The reasons for the Municipality not taking this road over are summarized briefly as follows :—

In March 1920, the Municipality were duly informed with regard to the layout proposed to be adopted for the widening of Suparibag Road which consisted of a central reservation carrying tram tracks with two carriage ways each 32' wide and having outer footpaths of 10' width each. The Municipal Executive Engineer suggested that each of these footpaths should be made 20' leaving a carriage way between them of 80' with tram tracks along the centre observing at the same time "If however the Trust decides to construct the road as per the design now submitted the work may be carried out subject to the following conditions." These conditions refer to certain minor constructional details but the layout as proposed by this Department with the central reservation was in effect agreed to and has been substantially carried out accordingly by this Department.

The road was completed and the portion of the Eastern carriage way at the Northern end about 630' in length was handed over to the Municipality on the 6th of November 1920.

The Municipality in June 1921 objected to the layout with central reservation in case of Scheme 47 and wished to know whether Government sanction was obtained by the Trust for the alteration in the layout proposed to be adopted.

The matter was placed before the Improvement Trust Board who resolved by T. R. No. 495 dated 30th August 1921 that the layout already sanctioned with the central reservation should be completed for the widening of Suparibag Road only and that it should not be adopted south of Lalbag until further orders.

Referring to the Municipal Commissioner's report dated 22nd July 1927 to the Tramways and Telephone Committee, it is stated that to this alteration duly approved by the then Board, the sanction of Government was not obtained.

At that time, the Chief Engineer was of opinion that evidently the method of Government sanction to Trust Schemes was misunderstood by the Executive of the Municipality.

Owing to the Commissioner considering that Government sanction was not obtained to the revised layout, he has refused to take over the road for purposes of maintenance but in his report referred to above, he states that he is of opinion that it is not of any practical use to refuse to take over the road for maintenance, especially as the interests of both the bodies are now identical and he therefore proposes to take it over after the central footpath has been smoothly paved.

Consideration of this report of the Commissioner was postponed by the Tramways and Telephone Committee and the Commissioner was requested to obtain from the Executive Engineer and place before the Committee an approximate estimate of the cost of lowering the tramway tracks between Lalbag and Parel Stations to the road level. The question of the handing over of this section of the Road is, therefore, still pending.

With reference to the further notice of motion dated 23rd August 1927 by Mr. Hoosenally M. Rahimtoola, B. A., I beg to report that the condition of the Parel Road between Lalbag and J. J. Hospital is satisfactory and the road has been handed over to the Municipality for further maintenance with the exception of the portion in front of Guzri Bazar which has not been completed. The length from Elphinstone Road Junction to Matunga is also satisfactory and has been handed over to the Municipality for maintenance.

It may be pointed out that owing to bursts in the Tansa Main, bursts in gas mains, movements of underground services etc., there are many places in these roads that do not appear perfect but this is unavoidable under the circumstances."

**Resolution 570.**—The Chief Officer's note should be recorded.

7. Re : Chief Officer's Reports—re : letter No. O. A. 10—337, dated 12th September 1927 from the Accountant General, Bombay, re : write off of rents.

(C. R. No. 530 dated 20th September 1927.)

Considered Chief Officer's Report dated 28th September 1927 re: Accountant General's No. O. A. 10-337 dated 12th September 1927 :—

"With reference to C. R. No. 530, dated 20th September 1927, asking me to report on the Accountant General's letters No. O. A. 10-337, dated 12th September 1927 and No. O. A. 10-347, dated 19th September 1927, I beg to state that the letter of 19th September has been reported on separately and this note is in connection with the Accountant General's letter of 12th September 1927.

No new matter has been introduced in this letter, except the allegation made in sub-para 3 of para 6 in regard to the arrears statement having been tampered with. I am not in a position to state how far the Accountant General is right in stating that entries were made in this statement after it was submitted to the Examiner. I do not think, however, that the Accountant General himself is in a position to substantiate the allegation.

The other points raised by the Accountant General have already been raised by Dr. Viegas in his amendment, the answers to which are being placed before the Finance and Establishment Sub-Committee."

**Resolution 571.**—The matter should be referred to the Finance and Establishment Sub-Committee for consideration and report.

8. Re : Chief Officer's report on letter No. O. A. 10-347, dated 19th September 1927, from the Accountant General, re : Gratuity.

(Ref. C. R. 530, dated 20-9-1927.)

Considered Chief Officer's note, dated 26th September 1927 :—

"With reference to Committee's Resolution No. 530, dated 20th September 1927, asking me to report on the Accountant General's letters No. O. A. 10-337, dated 12th September 1927 and No. O. A. 10-347, dated 19th September 1927, I beg to state that the Accountant General's No. O. A. 10-337, dated 12th September 1927, has been reported on separately and this note is in connection with his letter of 19th September 1927. In this letter, he complains that the Examiner's two letters, viz. O. A. 10-510, dated 2nd February 1927, and No. O. A. 10-179, dated 29th June 1927, have not yet been disposed of. This statement is misleading as it might show that no action whatsoever was taken on both these letters, while as a matter of fact the Examiner's first letter of 2nd February 1927, was disposed of by the Secretary in his No. E. 143, dated 7th May 1927. The Examiner's second letter of 29th June 1927, is in reply to the Secretary's letter of 7th May 1927.

Copies of both these letters of the Examiner and of the Secretary's letter of 7th May 1927, are attached herewith.

Before I proceed to answer the points raised by the Examiner, I think it is necessary to explain some of the Rules of Gratuity. Under Rule 3, gratuity is payable only to members of the permanent schedule staff in Superior Service on 1st September 1919 and who retire on or after 1st September 1923. Under Rule 4(b), temporary and officiating service if followed without a break by continuous permanent service counts as service for the purpose of gratuity. To explain these Rules, I may be allowed to cite a concrete case viz., that of

Mr. Vanka, late Court clerk. Mr. Vanka had joined service on temporary establishment on 1st July 1905 and was transferred to permanent establishment from 1st September 1919 and he retired on 1st August 1926. Thus he was on the permanent scheduled establishment on 1st September 1919 and his gratuity was calculated for his service upto 1st September 1919 including his temporary service and the payment was made to him in August 1926. Now the Examiner states that the gratuity should have been calculated in respect of his service on the permanent establishment only, as under Rule 5(i) of the Rules the amount of gratuity is half a month's pay for every completed year of permanent service up to 31st August 1919. In this connection, I would observe that the question of the gratuity payable to Mr. Vanka was referred to the then Examiner Mr. Wattal in March 1926 and Mr. Wattal did not raise the point which has now been raised by the Examiner. Mr. Wattal however asked that the case should be referred to the Committee. The question was thereupon placed before the Committee who accepted the amount of the gratuity worked out for Mr. Vanka—*vide* Committee's Resolution No. 43, dated 15th June 1926. The decision of the Committee was thereupon communicated to the Examiner and nothing was heard from him till February 1927.

To answer the point now raised by the Examiner, I think the words "permanent service" used in Rule 5(i) are redundant as it will appear from the last sentence of para 5 of the prefatory remarks which runs as follows :—

"The amount of gratuity recommended is half a month's pay for each completed year of *service* put in before 1st September 1919." The words "permanent service" do not appear here. Again in Rule 5(ii) which is reproduced below, the words "permanent service" do not occur :—

"Where the retirement of an employee who has put in less than 15 years of service is due to abolition of the post or to his being invalided, the amount of gratuity may be increased to one month's pay for every year of completed *service* but the total gratuity in such case shall not exceed 6 months' pay."

From the above it will be seen that the word "permanent" occurring in Rule 5(i) is apparently redundant as from Rule 4(b) which is reproduced below ; it will be noticed that temporary service if followed without a break by permanent service counts as service for the purpose of gratuity :—

"Temporary and officiating service if followed without a break by continuous permanent service shall count as service for the purpose of gratuity."

To make matters clear and to meet the Examiner's wishes it is suggested that the Rules should be revised by deleting the word "permanent" occurring in Rule 5(i) which is quoted below for ready reference :—

"5 (i) *Amount of Gratuity.* Half a month's pay for every completed year of permanent service (inclusive of all leave with salary) upto 31st August 1919."

Letter No. O. A. 10-510, dated 2nd, February 1927, from the Examiner  
Outside Audit :—

"I have the honour to invite a reference to the Resolutions of the Improvements Committee No. 72, dated the 6th July 1926, and No. 304, dated the 14th December 1926, sanctioning gratuities of Rs. 467-8-0 and Rs. 750, to Messrs. Deodhar and Shalome respectively.

2. It is not understood how the amounts of gratuities sanctioned in both these cases have been arrived at. In assessing the amount, the rule applicable to the case would appear to be rule 5(i) of the Gratuity Rules. This rule allows half a month's pay for every complete year of permanent service rendered up to 31st August



1919. It will be noted that the rule refers to *permanent* service rendered up to 31st August 1919 and as there was no such service in either of the cases under reference. Messrs. Deodhar and Shalome do not appear to be entitled to anything by way of gratuity. It is true both the cases satisfy the conditions of clause (iii) of rule (4), but rule (4) merely lays down some of the conditions for the grant of gratuity and has nothing to do with the assessment of the amount which is regulated by rule (5). Under the operation of the latter rule, the amount of gratuities in the cases under consideration works out to nil. It may be argued that rule (5)(i) is to be read with note (b) below rule (4), but this note is a gloss on rule (4) and not (5). Even if it is conceded that due to the force of the words "for the purpose of gratuity" occurring in it, the note may be taken as also qualifying rule (5), it will be observed that the note does not state that temporary and officiating service, if followed without a break by continuous permanent service, shall count as "permanent service" for the purpose of gratuity, but merely that it shall count as "service"; while rule (5)(i) does not merely refer to "service" but definitely and specifically qualifies "service" with the term "permanent."

3. In these circumstances, I request that I may kindly be informed on what grounds the amounts sanctioned in the Resolutions quoted above have been certified to be admissible. If, however, in the light of my remarks above, it is now held that the amounts are not admissible under the rules as they stand, I beg that steps may kindly be taken to have the Resolutions cancelled or the rules made clear on the subject.

4. In this connection, I invite a reference to the correspondence ending with your letter No. E. 96/26, dated the 19th June 1926, and request that the case of Mr. Vanka may also be reviewed along with the two cases dealt with above, as Mr. Vanka also had rendered no permanent service prior to 31st August 1919."

Chief Accountant's No. E. 143/27, dated 7th May 1927, to the Examiner, Outside Audit :--

"With reference to your letter No. O. A. 10-510, dated 2nd February 1927, I have the honour to observe that the word 'permanent' in Rule 5 (1) of the Gratuity Rules is apparently redundant as from Rule 4(b) it will be noticed that temporary service if followed, without a break, by permanent service counts as service for the purposes of gratuity. Now if the use of the word 'permanent' in Rule 5 (1) were significant, as you seem to think then the Rule 4 (b) would be absolutely meaningless. This will be clear from a perusal of the last sentence of para 5 of the prefatory remarks, where it is stated that the amount of gratuity is half a month's pay for each completed year of service put in before 1st September 1919. Here the word 'permanent' does not appear.

It will thus be seen that the gratuities in the three cases referred to by you have been correctly given and that no amendment in the Rules seems essentially necessary."

Letter No. O. A. 10-179, dated 29th June 1927, from the Examiner, Outside Audit, addressed to the Chief Accountant :--

Subject :--*Gratuity to Staff.*

"With reference to your letter No. E. 143/1927, dated the 7th May 1927, I have the honour to state that the word 'permanent' does not appear to be redundant in Rule 5 (1) of the Gratuity Rules, as it will be seen from paras 3, 4 and 5 of the Chairman's minute printed in the preamble to the Trustees' Resolution No. 15, dated the 10th January 1924, that the grant of gratuity was recommended to the staff, because prior to 1st September 1919, 'their pays (and therefore, their Provident Fund Contributions) were relatively small'.

Now under Rule 2 of the Provident Fund Rules only permanent men can contribute towards that Fund. The recommendations were, therefore, only for those who had permanent service before 1st September 1919.

2. As regards your contention that if the use of the word 'permanent' in Rule 5 (1) were significant, Rule 4 (b) would be meaningless. I would point out that in the absence of Rule 4 (b), temporary or officiating service, if followed without a break by continuous permanent service could not be counted for the purpose of Rule 4 (i) and (ii). This may be made clear by the following illustration :—

A (i) joined the Trust temporary service at the age of 22 on the 1st January 1900;

(ii) was taken on permanent establishment without a break on the 1st January 1917, and

(iii) if he retires on the 1st January 1930,

it would, in the absence of Rule 4 (b), have been doubtful whether his service prior to 1917, could count towards the condition of 30 years laid down in Rule 4 (ii). In other words, as I have already pointed out in my previous letter, rule 4 is meant for determining the eligibility of a person for gratuity, whereas Rule 5 regulates the assessment of the amount and a concession given for the purpose of the former rule need not necessarily be given for the purpose of the latter.

3. I, therefore, request that my letters may be placed before the Improvements Committee and the resolutions objected to reconsidered or the rules amended."

Proposed by the Chairman :—

"That the Board be recommended to sanction the revision of rule 5(I) of the Gratuity Rules by deleting the word 'permanent' occurring therein."

*Amendment*—Proposed by Dr. Viegas, seconded by Mr. Hoosenally—

"That the matter be referred to the Finance and Establishment Sub-Committee for consideration and report."

The *amendment* on being put to the vote was declared *carried*. It was also *carried* as a substantive proposition.

**Resolution 572.**—The matter should be referred to the Finance and Establishment Sub-Committee for consideration and report.

9. Re : Establishment—Estate & Valuation Department—Mr. S. B. Pradhan—clerk—higher acting allowance to.

(File No. E. 76/26.)

Considered Estate Agent's No. 12423 dated 5th September 1927 :— .

"I have the honour to submit herewith the case of this office clerk Mr. S. B. Pradhan for favourable consideration.

2. Mr. Pradhan formerly worked in this office as a junior clerk in different capacities for nearly 14 years from 6th November 1908 to 11th January 1922. Unfortunately, on account of prolonged sickness he was compelled to go on long leave, on the expiry of which he had to resign his appointment under the advice of the Board's Medical Advisor as no further leave of any kind was due to him. His salary then was Rs. 64 plus Rs. 20=Rs. 84 per month.

3. Mr. Pradhan again applied on 13th February 1926 for reinstatement and on the recommendation of this office, the Chairman Mr. Delves was pleased to sanction under his No. E 76/26 of 16th March 1926 his re-employment as clerk on Temporary staff when opportunity occurred.

4. Accordingly, on 16th August 1926, he was given an acting appointment as an assistant Assessment Clerk on Rs. 40 plus Rs. 20 under Mr. Chaubal. This acting appointment ceased on 22nd November 1926, on Mr. Pradhan being appointed from 23rd November 1926 as an acting clerk in place of Mr. Chaubal when the latter was made a Senior Clerk in Accounts Branch. Since then Mr. Pradhan is doing assessment work independently, which is quite a responsible and special one and which he is diligently carrying out with intelligence and to the entire satisfaction of his Superior Officers.

5. He is solely responsible for the disbursement of Municipal Bills, which last year aggregated to Rs. 4,87,000. In doing so, a great deal of correspondence is required to be done with the various Departments of the Municipality and the Trust tenants.

6. In addition to this work the assessment work of the Engineer's Department which has recently been transferred to this Department is also being carried out by him without any extra staff.

7. It may here be observed that Mr. P. S. Karnik working under Mr. Pradhan as his assistant is getting Rs. 80 plus Rs. 20 per mensem on permanent staff.

8. In order to give Mr. Pradhan encouragement which he fully deserves, it is proposed that he may be given Rs. 70 plus Rs. 20 per mensem from 16th August 1927 on which date his annual increment fell due.

9. In this connection it may be noted that there is an instance similar to this of Mr. A. R. Karnik who resigned his appointment on permanent staff and who was soon after given an appointment on temporary staff on Rs. 70 plus Rs. 20 per mensem *vide* Chairman's No. E 525 of 7th November 1921."

**Resolution 573.**—The proposal made by the Estate Agent in para 8 of his No. 12423, dated 5th September 1927, is sanctioned.

10. Re : Establishment—Mr. S. K. Abdul Kadar—Sub-Engineer—Engineer's Department—privilege leave to, for 9 days from 12th September 1927.

Considered Mr. Abdul Kadar's application forwarded under Engineer's No. 9468, dated 26th September 1927.

**Resolution 574.**—The grant to Mr. Abdul Kadar of privilege leave for 9 days from 12th September 1927, is sanctioned.

11. Re: Suparibaug Chawls—complaint by Mr. A. G. Louzado re : defective drainage & application for provision of electric lights.

Considered Report No. 4 dated 27th September 1927 of the Land Sub-Committee :—

Mr. A. G. Louzado, a tenant of the Suparibaug Chawls, has complained regarding the defective drainage of these chawls and the matter was referred to us for consideration and report in C. R. No. 428 dated 20th July 1927. We have obtained a report in this connection from the Chief Officer, from which we find that the only reason for the surcharging and overflowing of the sewers whereby the nuisance is caused is that the Trust Sewers under these chawls are at a comparatively low level in relation to the level of the Municipal sewer under the Suparibaug Road. It appears that the nuisance cannot be completely abated unless the Municipality reduce the head of

sewage in their main sewer, which it is understood they are unable to do at the present time. To mitigate the nuisance to some extent, however, the Municipal Drainage Engineer and the Trust Engineer have come to an agreement whereby certain lines of sewers have now been linked up and manholes built up for the purpose of keeping the sewage underground. After these alterations and improvements were carried out, it is found that the smell and nuisance have been very materially diminished.

Mr. Louzado further applies for the provision of electric lights on staircases, gangways and open spaces in these chawls. We have considered in this connection an estimate for the provision of 40 lights for the staircases and washing places. The estimate amounts to Rs. 1224/- and would amount to Rs. 1455/- if 6 more lights are provided in the open spaces. It is estimated that the maintenance and current charges for these lights will work out at 7 annas per room per month, on the assumption that the lights will be kept burning all night and all the 480 rooms are occupied. These are pre-war chawls and the rents are very low viz. Rs. 4-9-0 per month.

The applicant states that the tenants at present provide lights at their own cost. We consider that if the rents are increased by 7 annas per room per month to cover the cost of lighting, there will be no cause of complaint. We have therefore asked the Chief Officer to ascertain from the tenants whether they would be willing to pay an additional rent of 7 annas per room per month and on hearing from him further we shall make a further report in the matter of lighting these chawls.

In this connection, a question was raised as to why electric lighting should not be provided in all our chawls. We have accordingly requested the Chief Officer to consider the possibility of lighting all the chawls with electricity and submit proposals for the same, reporting at the same time the estimated initial cost of putting up electric installation and the annual cost of maintenance and also whether the tenants of pre-war chawls would be willing to pay extra rent in respect of electric lighting. After this question is considered, we shall submit a further report.

**Resolution 575.**—The Report of the Land Sub-Committee should be recorded and their further report be awaited.

(Dr. Viegas alone voted against the proposition.)

12 Re: Chowpati West Estate—plot 15—application by the tenant to be permitted to have a Nursing Home in his building under the terms of his lease.

Considered Report No. 5, dated 27th September 1927, of the Land Sub-Committee :—

“With reference to C. R. No. 481 dated 23rd August 1927 we beg to report as follows :—

Mr. Ramchandra Bhat is one of the joint building tenants of plot No. 15 on this estate. The building has been completed. Under the terms of his building agreement, Mr. Bhat is to use this building for residential purposes only, but in 1922 he applied for permission to use the upper floors of his building as a private nursing home run by Dr. DeSa. As some of the members of the old Board were of opinion that the Home might easily become a source of nuisance to the lessees of adjoining buildings, it was decided to grant a license revocable at any time to Mr. Bhat for the use of a part of the building as a Nursing Home on payment by him of the cost of the necessary license. The tenant demurs to hold the premises for the special user under a license which he considers unnecessary and requests the grant of a lease without a license.

We are of the opinion that the restriction regarding the license for the use of the building as a Nursing Home is not necessary and should be done away with in the present times of advanced sanitary science.

We accordingly recommend that the restriction regarding the license for the Nursing Home be done away with, and that the user clause in the lease be so altered as to include the use of the building as Nursing Home provided that such user does not become a nuisance."

Proposed by the Chairman :—

"That the Report for the Land Sub-Committee be approved and adopted."

*Amendment*—Proposed by Dr. Viegas—

"That the Report of the Land Sub-Committee be approved and adopted after deleting therefrom the last line, *viz.*, 'provided that such user does not become a nuisance.'"

The amendment dropped for want of a seconder.

The original proposition was then put to the vote and declared *carried*, Dr. Viegas alone dissenting.

**Resolution 576.**—The Report of the Land Sub-Committee is approved and adopted.

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13. Re : Statement showing outstanding reports from the Chief Officer called for by the Improvements Committee and References before Sub-Committees.

**Statement A**

Showing the Resolutions passed by the Committee asking for reports from the Chief Officer.  
( Vide Committee's Resolution No. 197, dated 5th April 1927.)

Committee's Resolution No. and date.	Subject.
126, dated 10th Aug. 1926.	<p>Notice of motion by Mr. K. F. Nariman, B.A., LL.B. :—</p> <p>That the Chief Officer be requested to report—</p> <p>(a) The total expenditure per mensem incurred by the Bombay Improvement Trust in maintaining the Tribunal of Appeal.</p> <p>(b) How many cases have been disposed of by the Tribunal since the transfer and how many are pending ?</p> <p>(c) How often does the Tribunal meet in a week and on what days and for how many hours ?</p> <p>(d) What is the average payment per working hour to the President of the Tribunal and what is the expenditure per case since the transfer ?</p> <p>(e) Whether it would be more economical without adversely affecting the efficiency to pay fees per every working hour to the President and whether the Improvements Committee through the Board should make such recommendation to the Government.</p>
175, dated 2nd Sept. 1926.	<p>Notice of Motion by Mr. Hoosenally M. Rahimtoola, B.A. :—</p> <p>That the Chief Officer be requested to furnish the following information with regard to the western portion of Parel Road from Lalbag to Parel :—</p> <p>(1) The date on which this road was asphalted.</p> <p>(2) The cost incurred in making the road.</p> <p>(3) The present condition of the road and its causes.</p> <p>(4) The estimated cost of repairing the road.</p> <p>(5) Whether this road has been handed over to the Municipality, and</p> <p>(6) If not, the reasons for not transferring it yet.</p>
217, dated 28th Sept. 1926.	<p>Notice of motion, by Mr. Hoosenally M. Rahimtoola, B.A. :—</p> <p>That the attention of the Chief Officer be invited to the advertisement, dated the 10th September 1926, appearing in the local newspapers inviting applications for the post of the Trust Engineer and he be requested to report at an early date :—</p> <p>(1) What are the reasons for the delay of 4 months in issuing the advertisement when the Board's Resolution on the subject was passed on the 17th May 1926.</p> <p>(2) Why the terms have not been placed before the Committee for their approval.</p>

Committee's Resolution No. and date.	Subject.
	<p>(3) Whether he and the Municipal Commissioner have come to any arrangement for the reorganization of the Municipal and Trust Engineering Departments as required by Corporation Resolution No. 1813, dated 12th May 1926.</p> <p>(4) Whether in view of the curtailment of the activities of the Trust such a highly salaried post is necessary, especially as the post of the Municipal Executive Engineer carries a salary of Rs. 1,200—2,000 only, and</p> <p>(5) Whether it would not be advisable to abolish the post or to reduce the salary thereof.</p>
296, dated 7th Dec. 1926.	Gratuity to staff—to furnish concrete cases comparing the benefits which would accrue to the staff under Trust rules and the Municipal rules respectively.
200, dated 12th April 1927.	Scheme 56, Dharavi (southern portion of) proposed development of a portion as sites for milch cattle stables.
358, dated 15th June 1927.	Scheme 32, Agripada—nuisance by Pathans on footpaths and on vacant land in Souter Street (encroachment between plot 15, East Agripada and Case 67). (Reference C. R. 185, dated 16th September 1926.)
415, dated 13th July 1927.	Establishment—Notice of motion by Mr. Hoosenally M. Rahimtoola— That the Chief Officer be requested to prepare a list showing the names of officers and servants of the Trust on the lines of the Bombay Municipal list.
430, dated 20th „ „	Budget—Notice of motion by Mr. Hoosenally M. Rahimtoola— That the Chief Officer be requested to report at an early date through the Finance and Establishment Sub-Committee whether it would not be advisable to adopt the form of Municipal budget for the Trust budget to be prepared for the next year and if so to submit a draft form for the approval of the Committee.
451, dated 2nd August 1927.	Three-room tenements—scheme 5—application from tenants for provision of lights in staircases, passages and rooms.
483, dated 29th „	Public gardens and playgrounds—Board's Resolution No. 74, dated 12th August 1927, <i>re</i> letter, dated 3rd May 1927, from the President of the 5th session of the Parel Conference drawing special attention to their resolution 7 regarding provision of.
486, „ „	Curtailment of the programme of works. Board's Resolution No. 78, dated 12th August 1927, on notice of motion by Mr. P. G. Sahasrabudhe and 5 others asking for report how far the expenditure could be curtailed on the remaining items referred to in the resolution, <i>viz.</i> , Sion-Matunga, Worli, Sewri-Wadala and Sewri-Koliwada.
492, dated 30th „	To report whether there are any unauthorised buffalo stables on Scheme 57 (Sewri-Wadala), Scheme 5 (Dadar-Matunga), Scheme 6 (Sion-Matunga), Scheme 60 (Naigaum).

Committee's Resolution No. and date.	Subject.
	Also to report how many plots have been left for buffalo sheds and also whether any lessee of a plot for temporary structure has changed it into buffalo stable.
503, dated 30th Aug. 1927.	Notice of motion by Mr. Hoosenally M. Rahimtoola, B.A., <i>re</i> : Worli Road.
504, " "	Notice of motion by Mr. Hoosenally M. Rahimtoola, B.A., <i>re</i> : the differences between the methods of asphaltting roads by the Trust and the Municipality and the advisability of adopting the same method and standard by both the bodies.
530, dated 20th Sept. 1927.	To report within a fortnight on Accountant General's No. O. A. 10-337, dated 12th September 1927 and O.A. No. 10-347, dated 19th September 1927.
541, " "	Notice of motion by Mr. Hoosenally M. Rahimtoola, B.A., to report for which schemes detailed estimates have not been sanctioned and to expedite the same for sanction.
542, " "	Notice of motion by Dr. A. G. Viegas, L.M. & S., <i>re</i> : percentage of the cost of Management and Establishment on all works and also regarding the increase in the percentage of the cost of the Engineering Establishment to cost of works since 1923-24.
564, dated 27th Sept. 1927.	Notice of motion by Mr. L. R. Tairsee asking for report, <i>re</i> : action to be taken with regard to write-off of irrecoverable arrears of revenue and pending disposal of this question, the grant of gratuity to Land Manager be postponed.



## Statement B.

Showing the outstanding references before the Sub-Committees.  
( Vide Committee's Resolution No. 197, dated 5th April 1927. )

Committee's Resolution No. and date.	Subject.	Referred to.
89, dated 13th July 1926.	Adoption of the Municipal rules and regulations as regards pay, leave, gratuity and provident fund to the Improvement Trust staff.	Finance and Establishment Sub-Committee.
259, dated 2nd Nov. 1926.	Amalgamation of the Trust with Corporation.	Do.
86, dated 8th Feb. 1927.	Regarding payment of salary to the clerical and inferior staff according to the scale in vogue in the Municipal Corporation.	Do.
173, dated 29th Mar. 1927.	Stores in Stock Account—Regularising of short postings made by the Engineering staff on the works.	Do.
216, dated 12th April 1927.	Cost of Management and Establishment— Note by the Examiner, Outside Audit.	Do.
234, dated 19th April 1927.	<p>Notices of motion by Dr. Viegas:—</p> <p>That the Board are of opinion that the following points should be borne in mind in effecting retrenchment:—</p> <p>(1) That the Engineer's Office should be transferred from Matunga to the Head Office.</p>	Do.
236, dated " " "	<p>(2) That the Drawing Sections under the Engineer and the Amalgamated Departments of Land Manager and Estate Agent should be amalgamated.</p>	Do.
151, dated 19th Aug. 1926.	Notice of motion by Mr. Rajaram K. Vaidya regarding the abandonment of the Worli-Koliwada Scheme.	Improvements Sub-Committee.
156, dated " " "	Notice of motion by Dr. E. Moses regarding improvement of Kamatipura District.	Do.
153, dated " " "	Notice of motion by Mr. B. B. Palwanker regarding the construction of two or three room tenements or cottage system blocks for the use of lower-middle classes.	Works Sub-Committee.
105, dated 20th July 1926. 155, dated 19th Aug. 1926. 158, dated " " "	Notices of motions by Messrs. Dumasia, Meyer Nissim and Hoosenally M. Rahimtoola, regarding Dharavi Scheme.	Special Sub-Committee.
265, dated 2nd Nov. 1926.	Notice of motion by Dr. S. S. Batliwala that, in view of the petition from the residents of Dadar Parsee Colony, the layout of the circle at the junction of Kingsway and the road leading to the Dadar Overbridge should not be proceeded with.	Do.

Committee's Resolution No. and date.	Subject.	Referred to.
252, dated 4th May 1927.	Establishment—Bringing the post of Chief Officer on to the Schedule of Establishment.	Finance and Establishment Sub-Committee.
257, dated „ „ „	Dharavi Scheme—Letter from the President of the Dharavi Kolis' meeting complaining against the budget provision in 1927-28 for the acquisition of properties in.	Special Sub-Committee appointed under Committee's Resolution No. 105, dated 20th July 1926.
258, dated „ „ „	Worli Koliwada Scheme—Letter from Pedro Pawshaw Patil and other Patils of Worli Koliwada complaining against the provision made in the Trust budget estimate for 1927-28 for the acquisition of properties in.	Improvements Sub-Committee.
259, dated „ „ „	Provident Fund Rules—Notice of motion by Mr. Hoosenally M. Rahimtoola regarding the rate at which Provident Fund moneys should be remitted to England.	Finance and Establishment Sub-Committee.
295, dated „ „ „	Establishment—Engineer's Department—Proposal for reducing the staff due to curtailment of Trust programme of works.	Do.
326, dated 31st May 1927.	Sewri Quarry—Profit and Loss account on the working of the quarry for the year 1925-26.	Works Sub-Committee.
379, dated „ „ „	Notice of motion, dated 14th June 1927, by Mr. L. R. Tairsee that the present "War Allowances"—a term now a misnomer—paid to Trust staff be merged in the salaries.	Finance and Establishment Sub-Committee.
391, dated 5th July 1927.	Love Lane Chawls—the question of lighting passages and other places in.	Land Sub-Committee.
399, dated 7th „	Septic tanks and filter beds at Dadar-Matunga—further report.	Works Sub-Committee.
401, dated „ „	Write off of irrecoverable rents—Audit objection by Examiner, Outside Audit.	Finance & Establishment Sub-Committee.
461, dated 9th August 1927.	Improvement Trust Transfer Act, 1925—References to the High Court.	Land Sub-Committee.
472, dated 23rd Aug. 1927.	Mr. B. P. Wadke's representation, re: his retrenchment.	Finance and Establishment Sub-Committee.
480, „ „	Audit to be carried out by the Government Auditors—extent of.	Finance and Establishment Sub-Committee.

Committee's Resolution No. and date.	Subject.	Referred to.
484, dated 23rd Aug. 1927.	Board's Resolution No. 75, dated 12th August 1927, <i>re</i> : notice of motion, dated 12th May 1927, by Messrs. P. G. Sahasrabudhe and others, <i>re</i> : Hindu Maruti temple at Byculla.	Land Sub-Committee.
485, " "	Do. No. 76, dated 12th August 1927, Do. <i>re</i> : temple of 'Mari Ai'.	Do.
486, " "	Do. No. 78, do. <i>re</i> : curtailing expenditure to be incurred against amounts sanctioned.	Special Sub-Committee.
498, dated 30th Aug. "	Financial Transactions in July 1927 ...	Finance and Establishment Sub-Committee.
499, " "	Pension—treatment of temporary service of the Establishment under the Land Acquisition Officer.	Do.
517, dated 6th Sept. 1927.	Notice of motion, dated 1st September 1927, by Dr. A. G. Viegas, L.M. & S., <i>re</i> : filling of the post of Deputy Estate Agent.	Do.
518, " "	Notice of motion by Mr. Hoosenally M. Rahimtoola, B. A., <i>re</i> : Quorum.	Do.
539, " "	Establishment Engineer's Department grant of bonus to Mr. D. N. Desai, clerk.	Do.
547, dated 27th Sept. 1927.	Scheme 31, Suparibaug Road—case 47—plots 81 to 90—request to be allowed to use the building to be erected for shops and residences.	Land Sub-Committee.

Resolution 577.—Recorded.

14. Re: Resumption by Government from the City Improvement Trust of certain Schedule C Land in Parel Estate, required by the Bombay Municipality for street improvement.

Considered Government Resolution, General Department, No. 5901-A, dated 13th September 1927 :—

“ Letter from the Municipal Commissioner for the City of Bombay, No. E. G.-31-A., dated the 6th June 1927 :—

‘ In continuation of this Office No. E. G.-31-A of 12th May 1927, I have the honour to say that the Municipality have further agreed to take up from the City Improvement Trust one more plot of land admeasuring 3,902 square yards and shown coloured yellow on the accompanying plan marked P/10th August 1925. This strip of land being intended to be thrown into the roadway, is agreed to be purchased free of charge from the City Improvement Trust.

As this land is also included in Schedule C of the City of Bombay Improvement Trust Transfer Act, I request the favour of your taking the necessary action for its resumption under Section 79 (9) of that Act and its transfer to the Municipality.’

Memorandum from the Collector of Bombay, No. L.A.Q.-56, dated the 20th June 1927 :—

‘ Forwarded with compliments.

2. The land to be resumed under Section 79 (9) under the City of Bombay Improvement Trust Transfer Act XVI of 1925, forms a part of the C Schedule lands vested in the City of Bombay Improvement Trust under the said Act XVI of 1925 and is more particularly described below :—

#### Description of land.

All that piece or parcel of land forming part of Parel Estate shown coloured yellow on the annexed plan marked P/10th August 1925, admeasuring 3,902 square yards, forming part of City Survey No. 74 of Parel-Sewri Division and bounded on the North by King Edward Road, on the South by Parel Back Road, on the East by land proposed to be resumed for a recreation park, (*vide* Case No. L. N. D.-54) and on the West by the proposed new road.

3. The notice of resumption under Section 79 (9) of Act XVI of 1925, will be served on the Board by the Solicitor to Government who may be requested to communicate the date of service of notice.’

Memorandum from the Development Department, No. 21-A (S. D.), dated the 18th July 1927.

Government memorandum to the Chief Officer, Bombay Improvement Trust, No. 5901-A., dated the 27th July 1927.

Memorandum from the Chief Officer, Bombay Improvement Trust, No. U. O.-5, dated the 16th August 1927 :—

‘ Returned with compliments.

2. A completed Schedule (printed below) and 2 copies of plan No. 139 of 6th August 1927, accompany as desired.’

**RESOLUTION.**—Under Section 79 (9) of the City of Bombay Improvement Trust Transfer Act, 1925, Government are pleased to direct that the land specified in the accompanying schedule should be resumed.

2. The requisite notice should be forwarded in duplicate to the Solicitor to Government who should be requested to serve it on the Trustees for the Improvement of the City of Bombay and to report to Government the date of the service of the notice.’

*Accompaniment to Government Resolution, General Department, No. 5901-A, dated the 13th September 1927 :—*

**Schedule.**

All that piece or parcel of land forming portion of plot No. 12-A of Schedule C land included in the Parel Estate admeasuring 3,902 square yards or thereabouts and bounded on the North partly by the King Edward Road and partly by the land forming portion of plot No. 12-A, but now proposed to be resumed by Government for a playground for the King Edward Memorial Hospital, on the East partly by the land forming portion of plot No. 12-A, but now proposed to be resumed by Government for a playground for the King Edward Memorial Hospital and partly by the property comprised in Cadastral Survey No. 297 of Parel-Sewri Division, on the South by the Parel Back Road, on the West by the extension of the Parel Government Gate Road and which said piece or parcel of land bears New Survey No. 2487 (part of) and Cadastral Survey No. 74 (part of) Parel-Sewri Division and which said piece or parcel of land is more particularly delineated on the Estate Agent's plan No. 139, dated 6th August 1927, herewith annexed and thereon shown bounded red."

**Resolution 578.**—Government Resolution, General Department, No. 5901-A, dated 13th September 1927, should be recorded.

15. Re : Resumption by Government from the City of Bombay Improvement Trust of certain Schedule C land required by the Bombay Municipality for the purpose of constructing a playground and Professors' quarters.

Considered Government Resolution, General Department, No. 5901-B, dated 13th September 1927 :—

" Letter from the Municipal Commissioner for the City of Bombay, No. E.G.-31-A., dated the 12th May 1927 :—

" I have the honour to say that the Municipality have agreed to purchase from the City Improvement Trust 2 plots of land admeasuring 12,344 and 2,321 square yards—14,665 square yards out of its Parel Estate for play-ground for the students of the Seth Gordhandas Sunderdas Medical College and for Professors' quarters. The site for the former is shown coloured green and for the latter coloured red on the attached plan marked P/10th August 1925. The price agreed upon is Rs. 12 per square yard.

As this land is included in Schedule C of the City of Bombay Improvement Trust Transfer Act, I request the favour of your taking the necessary action for its resumption under Section 79 (9) of that Act and its transfer to the Municipality.

Memorandum from the Collector of Bombay, No. L.A.Q.-54, dated the 10th June 1927 :—

" Forwarded with compliments.

2. The land to be resumed under Section 79 (9) of the City of Bombay Improvement Act XVI of 1925, forms a part of the C Schedule lands vested in the City of Bombay Improvement Trust under Act XVI of 1925, is more particularly described below :—

**Description of land**

All those two pieces of land shown coloured green and red on the annexed plan marked P/10th August 1925, admeasuring 12,344 and 2,321 square yards forming part of the Parel Estate bearing City Survey No. 74 of Parel-Sewri Division and bounded on the North by King Edward Road, on the South partly by Parel Village and partly by Government land, on the East partly by Parel Village and partly by Government land vested in the Bombay Improvement Trust and on the West by Government land.

3. The notice of resumption under Section 79 (9) of Act XVI of 1925, will be served on the Board by the Solicitor to Government who may be requested to communicate the date of service of notice."

Memorandum from the Development Department, No. 21-A.-S. D., dated the 18th July 1927.

Government memorandum to the Chief Officer, Bombay Improvement Trust, No. 5901-A., dated the 27th July 1927.

Memorandum from the Chief Officer, Bombay Improvement Trust, No. U. O.-6, dated the 16th August 1927 :—

\* Returned with compliments.

2. Two completed schedules (printed below) and two copies of each plan\* Nos. 137 and 138 of 6th August 1927, accompany as desired.\*

**RESOLUTION.**—Under Section 79 (g) of the City of Bombay Improvement Trust Transfer Act 1925, Government are pleased to direct that the lands specified in the accompanying Schedule (a) and (b) should be resumed.

2. The requisite notice should be forwarded in duplicate to the Solicitor to Government who should be requested to serve it on the Trustees for the Improvement of the City of Bombay and to report to Government the date of the service of the notice.\*

*Accompaniments to Government Resolution, General Department, No. 5901-B, dated the 13th September 1927 :—*

#### Schedules.

All that piece or parcel of land forming portion of plot 12-A of Schedule C land included in the Parel Estate admeasuring 2,321 square yards or thereabouts bounded on the North by the King Edward Road, on the East by the land of the City Improvement Trust, on the West by the proposed playground for the King Edward Memorial Hospital and on the South partly by the passage and partly by the land of the Bombay Improvement Trust comprised in Cadastral Survey No. 323 and which piece or parcel of land bears New Survey No. 2487 (part of) and Cadastral Survey No. 74 (part of) of the Parel-Sewri Division and which said piece or parcel of land is more particularly delineated on the Estate Agent's plan No. 137, dated 6th August 1927, herewith annexed and thereon shown bounded red.

All that piece or parcel of land forming portion of plot No. 12-A of Schedule C land included in the Parel Estate admeasuring 12,344 square yards or thereabouts and bounded on the North by the King Edward Road, on the East partly by the proposed site of Professors' quarters for the King Edward Memorial Hospital, partly by the land of the Bombay Improvement Trust comprised in Cadastral Survey Nos. 322, 323, partly by a private property comprised in Cadastral Survey No. 319, partly by a public passage, and partly by private properties comprised in Cadastral Survey Nos. 318, 314, 304, 303, 302, 299, 298 and 297 of the Parel Sewri Division, on the south by the land forming portion of plot No. 12-A, proposed to be absorbed in the widening of the Parel Back Road, on the West by the land reserved for the widening of the extension of the Parel Government Gate Road but for the time being to be absorbed in the playground herein and which said piece or parcel of land bears New Survey No. 2487 (part of) and Cadastral Survey No. 74 (part of) of Parel Sewri Division and which said piece or parcel of land is more particularly delineated on Estate Agent's plan No. 138, dated the 6th August 1927, herewith annexed and thereon shown bounded red."

**Resolution 579.**—Government Resolution No. 5901-B, dated 13th September 1927, should be recorded.

\* Not printed.

16. Re : Notice of motion, dated 28th September 1927, by Mr. Hoosenally M. Rahimtoola, B.A.

In accordance with the notice of motion, it was—

Proposed by Mr. Hoosenally—

‘That the Chief Officer be requested to report whether it would not be desirable to plant trees and make a garden on a strip of Improvement Trust land in Church Gate Street near the Gokhale and Montague Statues in the same way as on Government land on the opposite side of the Road, and if so, to submit estimates of the initial cost and maintenance charges. The Chief Officer be further requested to find out from Government whether they would undertake to maintain this garden and, if so, the amount they would charge for the same.’ ”

The motion was seconded by Mr. Borade.

*Amendment*—Proposed by Dr. Viegas :—

‘ That the notice of motion be recorded.’

The *Amendment* dropped for want of a seconder.

The motion on being put to the vote was declared *carried*, Dr. Viegas alone dissenting.

**Resolution 580.**—The Chief Officer be requested to report whether it would not be desirable to plant trees and make a garden on a strip of Improvement Trust land in Church Gate Street near the Gokhale and Montague Statues in the same way as on Government land on the opposite side of the Road, and if so, to submit estimates of the initial cost and maintenance charges. The Chief Officer be further requested to find out from Government whether they would undertake to maintain this garden and if so the amount they would charge for the same.

17. Re : Notice of Motion, dated 30th September 1927, by Dr. A. G. Viegas, L.M. & S., re : land in Dharavi—filling in.

In accordance with the notice of motion, it was—

Proposed by Dr. Viegas—

‘That the Chief Officer be requested to state at the meeting (the answers being entered in the minutes) or to report whether any portion of the land in Dharavi Scheme was filled in at the request of Government and, if so, on what terms and conditions.’ ”

The motion dropped for want of a seconder.

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18. The following document was executed :—

(1) *Debenture*—

One debenture in favour of Leonilde Dias of the loan of 1902 for Rs. 500 in lieu of one cancelled.

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19. The following papers were laid on the table :—

1. Purchase Orders sanctioned by Chief Officer under Section, 22(1) of the Act.

2. Work Orders           do.                           do.                           do.

3. Charge receipts of roads handed over to the Municipality.

4. Chief Officer's receipt of notice, dated 13th September 1927, signed by the Solicitor to Government re : resumption of land at Byculla forming part of Agripada Estate shown bounded red on Estate Agent's plan No. 144, dated 24th August 1927.

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# Bombay Improvement Trust.

ESPLANADE ROAD,

*Bombay, 18th October 1927.*

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 3-30 P.M. (B.T.) there were—

PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman.*
2. DR. ACCACIO G. VIEGAS, L.M. & S.
3. MR. L. R. TAIRSEE.
4. MR. S. L. SILAM, B.A., LL.B.
5. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
6. SIR REGINALD SPENCE, KT.
7. MR. S. D. SAKLATVALA.
8. MR. R. D. BELL, C.I.E., I.C.S.
9. MR. W. H. NEILSON, O.B.E.
10. MR. G. A. THOMAS, C.I.E., .C.S.
11. MR. GANPAT KRISHNAJI BORADE.

AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.

MR. J. T. BURGE, F.S.I., AG. CHIEF OFFICER AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the Meeting held on 4th October 1927, were signed.

1. Re : Sydenham Road Estate—Plot 51—application for lease of.

( File No. Misc. 803/27. )

Considered the following :—

(a) Estate Agent's No. 14418, dated 10th October 1927 :—

" I have the honour to forward herewith an application by Mr. Dada Carrim, for a 999 years' building lease of the above plot shown bounded by red lines on the accompanying plan\*, at a rent calculated at 6 per cent. on Rs. 275 per square yard for the main plot and at 6 per cent. on Rs. 137-8-0 per square yard for the arcaded portion.

2. The area of the main plot being about 269 sq. yards and of the arcaded portion about 150 sq. yards, the total rent will amount to about Rs. 5,676 per annum.

3. The applicant wishes now to erect a building consisting of a ground and two upper floors to be used as shops, offices, godowns and residences, with liberty to construct two additional stories at a later date.

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\* Not printed.

4. In view of the stringency of the money market and the depression of trade, the offer appears to be fair and its acceptance is, therefore, recommended, more especially as it will start the development of Trust plots in this neighbourhood."

(b) Chief Officer's note, dated 10th October 1927 :—

" I agree with the Estate Agent that the offer should be accepted."

**Resolution 581.**—The application is accepted.

2.

Re : Temporary lease of land at Parel Chawl Road.

( File No. Misc. 813/27. )

Considered the following :—

(a) Estate Agent's No. 14685, dated 13th October 1927 :—

" I have the honour to report that Messrs. Annaji Manappa Powar and Ramchander Morushet Mapuskar have applied for a 5 years' lease of a plot of land abutting on Parel Chawl Road, shown bounded by red lines on the accompanying plan\* No. 162 of 12th October 1927.

2. The plot admeasures 1,200 sq. yards and has a frontage of 132 ft. with a depth of 85 ft.

3. The applicants offer a rent of Rs. 425 per month (exclusive of Municipal Taxes) which gives to the land, on 6 per cent. basis, a rate of Rs. 70 per sq. yard, which is more or less in a line with the rates at which the adjoining plots, distinguished by yellow verge lines on the plan, have been given for temporary occupation. It will be seen from the plan that Plots B and C abutting on Parel Chawl Road and having areas of 271 and 247 sq. yards respectively have realised a rate of Rs. 118 per sq. yard, but that is due to the fact that they are, in points of size and depth, far superior to the plot to be leased.

4. Applying the rate of Rs. 118 per sq. yard at which plots B and C with an average depth of about 30 ft. have been taken up, to a frontage strip of similar depth carved out of the plot to be leased, the remaining portion in rear of the said strip works out to a rate of Rs. 42 per sq. yard, which may well be considered very favourable, in view of the fact that there is practically no demand for such back lands in this neighbourhood. Therefore, an all-over rate of Rs. 70 per sq. yard, which the rent offered for the land now under consideration works out to, is fair and reasonable as it makes the front portion of it to a depth of 30 ft. worth Rs. 118 per sq. yard and the rest of the land Rs. 42 per sq. yard.

5. The applicants desire to erect temporary sheds for shops (other than liquor or toddy shops) and godowns. They have as usual deposited six months' rent in advance.

6. The conditions on which the application is made are the usual normal conditions adopted by the Trust for their temporary leases. Acceptance of the offer is, therefore, recommended with a request that the Improvements Committee's sanction may please be obtained to the same."

(b) Chief Officer's note, dated 13th October 1927 :—

" I agree with the Estate Agent that the rate offered is a fair one."

**Resolution 582.**—The application is accepted.

\* Not printed.

3. Re : Improvement Trust Transfer Act 1925,—References to High Court.

Considered Report No. 6 of the Land Sub-Committee, dated 27th September 1927 :—

“ With reference to the Committee’s Resolution No. 461, dated 9th August 1927, we beg to report as follows :—

2. We have carefully considered the Government Resolution No. 512, dated the 27th June 1927, referred to us for consideration and report, with the Memoranda accompanying it, as also the Memorandum of the Trust’s Solicitors, dated the 24th August 1927 and the Memorandum of the Estate Agent and the various authorities referred to therein.

3. It is apparent that the Government Resolution under consideration was passed in consequence of the representations made *ex parte* by the Solicitor to Government, which representations were based on two fallacies namely :—

(a) That the acquisitions for the Trust took place under the Land Acquisition Act, and

(b) That the Trust had been amalgamated and now formed part of the Municipality.

4. With regard to representation (a), as has been pointed out by the Trust’s Solicitors, acquisitions are made under and by virtue of the Improvement Trust Act which incorporates certain sections of the Land Acquisition Act.

5. This is clear from the several authorities quoted by the Trust Solicitors in their memorandum, dated the 24th August 1927, especially the case of ‘Hari Pandurang and another *versus* the Secretary of State for India and another’, Indian Law Reports (Bombay Series) Vol. 27, 1903, page 424. In that case the notice of acquisition for the Trust was headed ‘In the matter of the Land Acquisition Act 1894,’ regarding which the Chief Justice Sir Lawrence Jenkins held that there had been a misdescription with regard to the title of the notice and that the acquisition took place under the Improvement Trust Act and not under the Land Acquisition Act.

6. With regard to representation (b) it is quite clear from the Trust’s Transfer Act of 1925, that the Trust and the Municipality are still separate entities and will continue to be separate entities until Section 83 of the Trust Transfer Act is put into force. It is, therefore, quite incorrect to say, as is done by the Solicitor to Government, in para 6. of his letter No. 781, dated the 19th April 1927, that the Improvement Trust as a Body has now been amalgamated with the Municipality under the Improvement Trust Transfer Act.

7. From a legal point of view, it is, therefore, apparent that acquisitions by the Trust take place under its own special Act differing in several respects from the Land Acquisition Act and that the Trust has not yet been amalgamated with the Municipality.

8. We would further point out that if the Government Resolution were given effect to, it would mean :—

(1) That the Trust, in addition to paying their own Solicitors, will have to pay the Solicitor to Government, unless we change our Solicitors, and entrust the Trust work to the Government Solicitor, and

(2) That unless we continue to be separately represented, we may find that occasionally Government’s interest will be in conflict with ours.

9. We may here add that it is the Trust Solicitors who have hitherto represented the Trust before the Land Acquisition Officer. It is they who have all along been in charge of all the References before the Tribunal and of all the Appeals in the High Court. In the course of the last 30 years or so, they have acquired considerable experience in Land Acquisition Cases and it cannot be denied that the experience thus gained is exceptional.

10. Under the Transfer Act, the Tribunal of Appeal is abolished and the functions of the Tribunal are to be performed by the High Court. There is no other change in principle so far as the Trust is concerned. The position of the Trust and Government with regard to References which will now be heard by the High Court is exactly the same ‘as it

was when the Tribunal was the forum. All that has happened is that the forum has changed. It is manifestly clear that Government have no more interest in References now than they had whilst the Tribunal was in force. In view of these facts the abolition of the Tribunal does not at all justify a departure from the special procedure of direct representation by the Trust which was sanctioned and declared as "more regular" in the case of the Trust References by Government under Government Resolution No. 6207 G. D., dated the 26th November 1903. If in 1903 Government were pleased to order that it was more regular for the Special Collectors to transmit References direct to the Tribunal and not through the Government Solicitor, it is not understood why the Solicitor to Government should now be asked to conduct References in the High Court on behalf of the Trust.

11. We also find that the Government Solicitor has occasionally appeared against the Trust in References where any question of Toka was concerned and in many cases, the Government Solicitor's firm, namely Messrs. Little & Co., have acted against the Trust for claimants. It is therefore evident that cases may arise in which Government would be in the position of claimants and the Trust would be defendants.

12. As already stated above, the Trust Solicitors conduct cases before the Land Acquisition Officer. They are therefore in possession of first-hand knowledge of the References in all their aspects, which knowledge the Government Solicitor will not have unless he conducts the proceedings before the Land Acquisition Officer on behalf of the Trust, which means changing the present firm of Solicitors doing Trust work and engaging the firm of Messrs. Little & Co. This we think is undesirable and not at all in the interest of the Trust.

13. The position is in no way different to that set out in the Government Solicitor's letter No. 1418, dated the 3rd September 1904 in which he stated that :—

"that Government Solicitor had no concern with References to the Tribunal of Appeal under the City of Bombay Improvement Trust Act, nor would Government in any way be represented at the hearing of any Reference except in cases where Government either of its own motion or at the instance of a Special Collector determined to be represented."

14. Another important point to be noted is that if the Government Solicitor be asked to conduct the References, the Trust will be at this disadvantage as well, namely that the Land Acquisition Officer, being an officer of Government, the Government Solicitor as a Government Servant will be bound to uphold the award in all its details. The Trust can through their own Solicitors challenge the various items which go to make up the total of the award, whereas it will not be possible for the Law Officers of Government to do so, in as much as it will be attacking their own Agent's figures. This is a great advantage, as if certain items of the award are increased, others may be decreased and the net result may be (as it often has been in the past) that the total of the award is not increased. The Judge has power to vary the items of the Award, but naturally will not exercise this power, if the matter is not strenuously argued, and such an argument will always be objected to by a claimant and upheld in the case of Government through their Solicitor appearing in a Reference.

15. We have been informed that Mr. Justice Blackwell has been appointed Land Acquisition Judge to perform the functions which were formerly performed by the Tribunal of Appeal. In 2 References which recently came before him for directions to be passed, he, after hearing the Solicitors for the Trust and Counsel on behalf of the Government Solicitor, adjourned the References to enable the Trust to make representations to Government for the rescission of the Government Resolution No. 512, dated the 27th June 1927.

16. In all the circumstances, both from the point of view of saving legal costs as also of the saving in money paid for acquisition of land, we have no hesitation in saying that the Trust's Solicitors should continue to have the conduct of the References which are filed against the Trust under and by virtue of the provisions of the Improvement Trust Act and Government should be approached to this end.

17. We have carefully gone through the whole question in all its aspects and we are unanimously of opinion that the References should be sent by the Land Acquisition Officer direct to the High Court and recommend that Government should be requested to reconsider their decision.

**Resolution 583.**—The Report of the Land Sub-Committee is approved and adopted.

4. Re : Loan of 1927—payment of brokerage.

Considered Chief Officer's note, dated 14th October 1927:—

“Among the accepted tenders are the following:—

- (a) 8 tenders aggregating Rs. 19,71,500 by Mr. Sakharam Munchharam.
- (b) 1 tender for Rs. 4,29,500 by Messrs. Mulraj & Co.

2. Messrs. Mulraj & Co. claim brokerage on the above stating that Mr. Sakharam applied through them.

3. According to our Loan Notification brokerage is to be paid to recognized brokers on allotments made in respect of applications bearing their stamp.

4. None of the tenders referred to above bears a stamp of brokers.

5. Messrs. Mulraj & Co. are not certified brokers, and they state that Mr. Sakharam applied through them but as the tenders are not stamped, it cannot be definitely stated that Mr. Sakharam applied through Messrs. Mulraj & Co. It may be pointed out that Mr. Sakharam paid the deposit on a cheque drawn by Messrs. Mulraj & Co., in favour of the Trust. A member of the Committee saw me in this connection and informed me that, owing to hurry, the stamp of Messrs. Mulraj & Co. was put on the first page of the Loan Notification, which was removed when sending the tender to this office.

6. Two points require to be settled:—

- (a) Whether brokerage can be paid to non-certified brokers;
- (b) Whether in the circumstances stated, brokerage can be paid on tenders bearing no stamps, if the decision on (a) above is in the affirmative.

7. As regards (a), brokerage should not be paid to non-certified brokers but if the Committee so desires, it may be paid if Messrs. Mulraj & Co. are doing *bona-fide* brokers' business and this information can be ascertained by a reference to the Imperial Bank of India.

8. As regards (b), brokerage may be paid in the absence of a stamp in the circumstances stated by the above-mentioned member of the Committee, if brokerage is payable under (a) above.”

In this connection the Chairman read the following letter No. S/2327, dated 18th October 1927, from the Imperial Bank of India, Bombay:—

“In reply to your No. BK. 253/27 of the 7th instant, I understand that Messrs. Mulraj and Co. do brokers' business in Government securities in the bazar.”

**Resolution 584.**—Brokerage should be paid to Messrs. Mulraj and Company.

5. Re : Gamdevi Estate—plot 7—Motor Garage on.

( File No. Mis. 791/27. )

Considered the following :—

(a) Trust Architect's No. 2651, dated 23rd September 1927 :—

"I have the honour to forward herewith plans\* for a motor garage on the compulsory open spaces on the North of the outhouses for the building on the above plot received from the Lessee's Architect as per his letter, dated 13th September 1927, (printed below).

The door of the existing garage on the North within the outhouses is not so conveniently located as to allow to pass through the Lessee's car which is about 19 feet in length including bumpers. The said door is proposed to be bricked up and the existing garage to be converted into a store room. The length of the car and a sacred tree in the rear as shown on the plans, which the lessee wishes to preserve, account for the size of the proposed garage.

It may be pointed out that the plot slopes down towards the rear from Hughes Road, so that the stop of the proposed garage is at about the plinth level of the main building.

The proposed motor garage may be allowed subject to the Board's usual normal conditions contained in Trustees' Resolution No. 296, dated 27th September 1918."

*Letter dated 13th September 1927, addressed to the Trust Architect by the lessee's architect and referred to above :—*

" It is proposed to erect a motor garage in the North-East corner of plot 7, Gamdevi Estate for Mrs. K. S. Nicholson.

As the length of the owner's car, including bumpers, is more than 19 feet and as there is also an obstruction of a sacred tree in the rear as marked on the plan, the depth of the garage is made 21 feet.

The top of the garage will only be in level with the plinth level of the bungalow in front just like the garages on the plots Nos. 8 and 10 of Gamdevi Estate.

The lessee does not intend to pay any extra rent for the following reasons :—

1. The lessee has already paid fully the capitalised value of the plot.
2. The garage will be below the plinth level of the bungalow.
3. The lessee has not at present fully built upon the whole ground as proposed and allowed by the Trustees in 1913 to which she is entitled but has left open a large area for garden on the South as shown in green colour on the site plan.
4. If, in future, the lessee proposes to build upon the open space on the South, she undertakes to build as much less as will be occupied by the proposed garage, or will remove the whole garage now proposed.

I hope, therefore, you will be pleased to approve of the plans and allow the garage to be built without any extra rent.

For further particulars please refer to plans and sections forwarded herewith in duplicate."

(b) Estate Agent's No. 14003, dated 1st October 1927 :—

" \* \* \* \* \*

The undersigned concurs with the remarks made by the Trust Architect.

The ground rent has been commuted and a new lease has been granted. In the usual way, the Board is entitled to a premium of Rs. 750 per 100 sq. feet of the area of the open space covered by the proposed garage.

\* Not printed.

It is a matter for consideration whether in view of the reasons given in the lessee's architect's letter, the premium to be charged should be foregone."

(c) Chief Officer's note, dated 11th October 1927 :—

"On inspection, I see no objection to the proposed garage, which owing to the sharp fall in the ground, will not rise above the plinth level of the main building.

2. In view of the circumstances stated in the application, it is suggested that the building area of this plot may be varied to allow for the construction of this garage free of premium, on condition that the area of the same is deducted from the surplus building area of this plot, as requested by the lessee."

**Resolution 585.**—The proposed garage may be allowed free of premium subject to the usual normal conditions contained in Trustees' Resolution No. 296, dated 27th September 1918 and also to the further condition suggested by the Chief Officer in para 2 of his note, dated the 11th October 1927.

6. Re : Dadar-Matunga Estate—plot 301—motor garages on.

( File No. Mis. 808/27. )

Considered the following :—

(a) Trust Architect's No. 2726, dated 7th October 1927 :—

"I have the honour to forward herewith a plan\* received from the lessee's architect showing two motor garages proposed to be erected on the East corner of the above plot, one having its entrance towards 40 feet road and the other towards 20 feet road opposite the garden.

The proposal may be allowed as a special case as is done in the case of similar corner Plots Nos. 171, 568 and others subject to the Board's usual normal conditions of Trustees' Resolution No. 296 of 27th September 1918 and to the following requisitions.

1. That double rent shall be paid for the second garage.
2. That no other openings except the entrance doors shall be allowed.
3. That the washing place shall be kept permanently open to sky.
4. That the open spaces scored in red shall be paved with shahabad or tandoor slabs on 4" lime concrete bed."

(b) Estate Agent's No. 14587, dated 12th October 1927 :—

“ \* \* \* \* \*

2. The undersigned concurs with the Trust Architect's recommendations.

\* Not printed.

3. Extra rent will be payable at the rate of Rs. 25 per annum for every 100 sq. feet covered by the 1st garage and at Rs. 50 per annum for every 100 sq. feet covered by the 2nd garage."

**Resolution 586.**—The proposed two garages may be allowed subject to—

- (a) The usual normal conditions prescribed in Trustees' Resolution No. 296, dated 27th September 1918 and No. 255, dated 22nd June 1920, and
- (b) The requisitions referred to in para 2 of Trust Architect's No. 2726, dated 7th October 1927.

7.

Re : Curtailement of Works.

(Ref. C. R. 486/27.)

Considered Chief Officer's note, dated 11th October 1927 :—

"The Committee by their Resolution No. 486, dated the 23rd August 1927, requested me to furnish a report showing how far the expenditure on the above schemes could be curtailed during the current financial year :—

2. I attach statements showing :—

*Works—Schemes 57, 6 and 52.*

	Rs.
(a) Total Budget grant	4,39,000
(b) Amount remaining to be spent after 15th September 1927	2,83,178
(c) Nature of work remaining to be done, and	
(d) suggestions as to details in which curtailment in expense might be effected with reasons for and against.	

3. It will be noticed that curtailment in expenditure may reasonably be expected as follows :—

	Rs.
Scheme 57	6,540
" 6	8,050
" 52	5,000
	Rs. 19,590

A further Rs. 55,000 will not be spent unless and until the revised Scheme for the Improvement of Worli Koliwada, which was recently circulated to Members of the Land Sub-Committee has been approved by the Board.

A saving of an additional Rs. 16,148 can be effected if the surfacing of certain new roads at Worli, prior to handing them over to the Municipality, is not carried out this year, but this, it is submitted, is not true economy.



*Acquisition—Schemes 52, 56, 57 and 59.*

4. A statement is attached showing :—

	Rs.
(a) Total Budget grant ... ..	13,60,000
(b) Amount spent upto 31st August 1927 ... ..	9,512
(c) Remarks on properties yet to be acquired in these schemes.	

5. For the reasons given at the foot of the statement, it is difficult to predict how much will be spent on acquisition in the current year. The amount also depends on whether the Committee and Board approve of the revised scheme for the improvement of Worli Koliwada, and decide to push on with the same this year. This equally applies to the properties coloured red in Dharavi Village, the acquisition of which is under the consideration of the Special Sub-Committee.

It is, however, considered reasonable to expect a saving in expenditure on Acquisition in these schemes of about Rs. 10 lakhs during the current year."

**Scheme No. 57.**

Statement showing the works provided in the Budget of 1927-28, actual expenditure incurred upto 15th September 1927 and the works remaining to be done with their approximate cost.

Works provided in the Budget for 1927-28.	Budget Grant 1927-28.	Expenditure incurred during the year upto 15-9-1927.	Works remaining to be done after 15-9-1927.	Amount required for the remaining works to be carried out including 10% Supervision.	Remarks.
	Rs.	Rs.		Rs.	
<p>Levelling and filling in low lying lands West of Harbour Branch Railway near Gowari Station, filling in well, quarry pits etc. Rs. 1.31 lacs.</p> <p>S. W. D. on road No. 18 and portion of road No. 15 on the north of Antop Hill Road, Rs. 0.36 lacs.</p> <p>Construction of half width of carriageway of road No. 18, Rs. 0.17 lacs.</p> <p>Construction of pipe sewers and carriageway of Road No. 52, Rs. 0.16 lacs.</p>	2,00,000	*1,09,650	<p align="center"><i>Filling in.</i></p> <p>1. Area at the West end of Road No. 18 and in the rear of the Preventive Officer's Quarter in Case No. 990, Scheme 57. Quantity about 2,000 brass.</p> <p>2. Area just south of Gowari Station between the Harbour Branch Railway and the area already filled in. Quantity about 5,700 brass.</p> <p align="center"><i>Construction of Road 18.</i></p> <p>3. Laying 18" diameter R. I. F. pipe line for S. W. drains.</p>	13,200  37,600  4,895	<p>1. This area is partly on the site of road No. 18. Unless it is filled in, Road No. 18 cannot be constructed and joined to the Matunga Road. In addition a part of this area will be required for exchange of land for the rebuilding of the Preventive Officer's Quarters and hence it will have to be filled in before that proposal is carried out.</p> <p>2. This area is the only patch remaining to be filled in Scheme 57, between Sewri Cross Road and Harbour Branch Rly. The present permanent way is laid right upto the edge of the filling in and if this work is not carried out and the railway line dismantled then the additional cost of laying the track will have to be incurred whenever this work is taken in hand.</p> <p>3. A total length of 1100 Rft. of storm water drain with branch connections and water gullies was provided in the budget. All the R. I. F. pipes required for this work have been concreted and are ready for use and the work of excavation and the laying of the pipe line is in progress. The amount shown is only for the laying of the pipe line and construction of water gullies, manholes and branch lines. This work will have to be carried out if the carriageway of Road No. 18 is to be constructed.</p>
<p>*This includes bills and adjustments &amp;c. either under audit or yet to be received for materials already supplied for work done.</p>					

(Continued from last page.)

Works provided in the Budget for 1927-28.	Budget Grant 1927-28.	Expenditure incurred during the year upto 15-9-1927.	Works remaining to be done after 15-9-1927.	Amount required for the remaining works to be carried out including 10% Supervision.	Remarks.
			4. Construction of half width of carriageway of Road No. 18 between Gowari Station and Matunga Road.	Rs. 10,725	4. This road is an extension of the 100 ft. trunk road known as Lady Jehangir Road leading from King's Way through Parsee Colony to the Gowari Station on the Harbour Branch Railway and will help to dispose of a portion of the Trust Estates. The work of trimming is nearly completed.
			5. Construction of Road 52 (widening of Sewri Cross Road) for a length of 1,300 ft. from Golanji Hill Road near Sewri Station.	*16,390	5. Out of the total length of 1300 Rft. a length of 600 Rft. has already been completed with S. W. drains, sewers and carriageway. A further length of 200 Rft. of S. W. drain has already been done. The remaining portion can be completed before the end of the year. The necessary lengths of pipes for S. W. D. have already been concreted and are available. This road is in constant use and is badly in need of widening and draining.
			6. Construction of large size S. W. D. on Road No. 15 between road No. 18 and the 1st Culvert on the north of the Antop Hill Road. Length 970 Rft.	26,400	6. This is required to be constructed to give an outlet for S. W. drain on road No. 18. This work can be postponed pending settlement of the main question of the S. W. drainage between the Trust and Port Trust in which case a temporary channel will be required to be provided which will cost about Rs. 1000.
			Total ...	1,09,210	

Note.—It will be seen, therefore, that the work in item 6 amounting to (Rs. 26,400 - Rs. 1,000)=25,400 can be omitted. The saving on the budget grant, however, will only be Rs. 6,540 as payments of work to be done in last year by Messrs. Khilji and Co., had to be made in this year and some extra work had to be carried out as explained in details, in the accompanying statement. A further saving of Rs. 37,600 can be effected by not doing the work in item 2, but this is not recommended for reasons given above.

\*Carriageway Rs. 5,940+ S. W. D. Rs. 2,580+ pipe sewers Rs. 7,870.

## Scheme 57—Sewri-Wadala.

Statement showing the works provided for 1926-27 paid in 1927-28 and also some additional works done during 1927-28.

Description of work.	Amount.
	Rs.
<p>1. Messrs. Khilji &amp; Co.'s work was proceeding very slowly and consequently they did not do much work before March 1926 as was expected and provided for in the Budget for 1926-27. Consequently about 2750 brass of work provided in the year 1927 was carried out and paid for during this year. The cost of this work at Rs. 6 per brass comes to Rs. 16,500.</p>	16,500
<p>2. The carriageway of 40' Road No. 52 was originally designed to be 20 ft. with 10 ft. foot-paths on either side. As only the carriageway was to be done, provision for 20 ft. carriageway was made in the Budget. On account of heavy traffic on this road it was subsequently decided by the Chief Officer and approved by the Executive Engineer, Bombay Municipality to increase the carriageway to 26'-8" and decrease the footpaths to 6'-8" on either side. As the width of the carriageway was increased by 30% an excess expenditure of Rs. 3,900 had to be incurred.</p>	3,900
<p>3. S. W. Drain, (Road No. 18). On Road No. 18 (while constructing the S. W. drains) it is found necessary to construct an additional length of 180 Rft. of S. W. Drain from Gowari Railway Station shed westwards upto junction of Roads 15 and 18 in order to effect the proper drainage of this portion. This was not originally designed. This involves an extra expenditure of Rs. 2,000.</p>	2,000
<p>4. As the full width of the carriageway of the portion of Road No. 42 cannot be completed on account of the cemetery, and in order to have the footpath cleared at least on one side of the road, it was decided to have the face of the hill on the South Road No. 42 set back and the 12 ft. width of the footpath on this side of the road from Bhoiwada Cross Road upto junction of Road No. 41 cleared of all obstructions. A part of this place of the hill consisted of deteriorated rock and had therefore to be removed. Instead of depositing the blasted spoil on the site of the work it was decided to utilise the same for filling in wells and tanks at the Wadala Swamp for which complaints are being received from the Health Officer. This deteriorated rock is therefore being removed for filling in one of the tanks near Sewri Cross Road. This item of work was not anticipated and will cost Rs. 2,600.</p>	2,600
<p>Total ...</p>	25,000

### Scheme No. 6.

Statement showing the works provided in the Budget of 1927-28, actual expenditure incurred upto 15th September 1927 and the works remaining to be done with their approximate cost.

Works provided in the Budget for 1927-28.	Budget Grant 1927-28.	Expenditure incurred during the year upto 15-9-1927.	Works remaining to be done after 15-9-1927.	Amount required for the remaining works to be carried out including 10% supervision.	Remarks.
	Rs.	Rs.		Rs.	
Footpath pavement South of Mahim Loop Railway, Rs. 0.08 lacs.			1. Construction of 120 Rft. of 9" pipe sewer and 80 Rft. of 12" pipe sewer near the junction of Roads 3 and 24.	1,650	This work is required to be carried out to connect the present system of sewers already laid in Scheme 6 with the main sewer on Road 24, thus providing an outlet in the Municipal sewer. This is necessary before the sewers laid in Scheme 6 can be handed over to Municipality.
Levelling and filling in, Rs. 0.02 lacs.					
Construction of roads, S. W. Drains pipe sewers etc. Rs. 0.14 lacs.			2. Laying asphaltic concrete for the remaining length of King's way i. e. Road No. 3.	52,800	In the budget, provision was made for asphaltting the remaining portion of Kingsway upto Sion Bridge. Road No. 26 D i. e. the Eastern carriageway of Kingsway from its junction with Sion Road upto Circus has already been completed with asphaltting, and Road No. 3 from Circus upto Sion Bridge is remaining to be asphalted. This road (No. 3) has already been prepared for asphaltting, and water tables and set-stones etc. have been laid, and the only work remaining to be done is to lay asphaltic concrete on the surface already prepared.
3" asphaltting of eastern carriageway of Kingsway upto Sion Bridge Rs. 0.85 lacs.					
Electric light for King's way from Mahim Loop Rly. to Sion Bridge. Rs. 0.18 lacs ...	1,27,000	*91,200			
			Carried over ...	54,450	

\* This includes bills and adjustments etc. either under audit or yet to be received for materials already supplied or work done. This amount also includes an unspent balance of Rs. 45,000/- from the advance paid to the Asphalt Plant for the portion of the work yet remaining to be done.

Works provided in the Budget for 1927-28.	Budget Grant 1927-28.	Expenditure incurred during the year upto 15-9-1927.	Works remaining to be done after 15-9-1927.	Amount required for the remaining works to be carried out including 10% Supervision.	Remarks.
			Brought forward ...	Rs. 54,450	
			3. Foot-path pavement round completed buildings in the areas south of Mahim Loop Railway.	4,050	This work will only be taken in hand if compound wall in front of plots 73-77 is completed.
			4. Provision of electric lights from Mahim Loop Bridge to Sion Bridge.	16,190	This work has already been entrusted to the B. E. S. & T. Co. as per Improvements Committee's Resolution No. 296 of 24th May 1927. The budget grant for the work is Rs. 18000/- and hence there will be a saving of (18000 minus 16190)=Rs. 1810/-.
			5. Provision of 6" branch connection.	2,200	This work is not to be taken in hand.
				76,890	

*Note.*—In the above Scheme there will be a saving of Rs. 4,000 in items Nos. 4 and 5 with possibility of further saving of Rs. 4,050 if item No. 3 is not done.

**Scheme 52—Worli**

**Statement showing works provided in the Budget for the year 1927-28**

Actual expenditure incurred upto 15th September 1927 and the works remaining to be done with their approximate cost.

Works provided in the Budget for 1927-28.	Budget Grant 1927-28 Actual.	Expenditure incurred during the year upto 15th September 1927.	Works remaining to be done after 15th September 1927.	Amount required for the remaining works to be carried out.	Remarks.
Rs.	Rs.	Rs.	Rs.	Rs.	
<b>I. Roads—</b> Final surfacing of road No. 3A, 4, passage 1A ... ..  Tree plantation on roads 16, 17, 18, &c. ... .. 39,686 Provision for Municipal taxes, water charges, etc. ... .. 12,144  Carried over ... ..	51,830		<b>I. Roads—</b> (a) Final surfacing of a portion of road No. 3 at its junction with road 3A. 1" Mexphalt ... 1,628 (b) Final surfacing of road No. 4, north of of 3A. 1" Mexphalt 13,500 (c) Final surfacing of road No. 3A, 1" Mexphalt ... 14,520 (d) Tree plantation along roads 16, 17 and 18 2,430  (e) Municipal taxes, water charges and other Municipal bills yet to be received for the remaining 6 months of the year 5,000	37,078	I (a) (b) (c) Final surfacing of these roads is proposed to be completed so as to provide a surface capable of resisting scour and thus lessen Maintenance Charges.  I (d) Adjoining trees in the proposed park are already planted. It is proposed to plant these trees also so as to attain uniformity of growth. I (e) This item will have to be spent in any case for Municipal bills to be received in the next six months.

MEETING OF THE IMPROVEMENTS COMMITTEE OF 18TH OCTOBER 1927.

Works provided in the Budget for 1927-28.	Budget Grant 1927-28 Actual.	Expenditure incurred during the year upto 15th September 1927.	Works remaining to be done after 15th September 1927.	Amount required for the remaining works to be carried out.	Remarks.
Brought forward ...	Rs. 51,830	Rs.		Rs. 37,078	
II. <i>Sea Wall</i> — Heavy boulder pitching opposite the scheme office on Sea Face Road ...	5,170		II. <i>Sea Wall</i> — Heavy boulder pitching opposite scheme office ...	5,000	II. This was provided to strengthen the sea wall against the action of the monsoon seas but it is now found that the work could be held over for one year more.
III. Re-housing Kolis ...	55,000		III. Re-housing Kolis ...	55,000	III. This will be taken up as soon as it is sanctioned.
Total Rs. ...	1,12,000	*Cr. 5,896		97,078	*This figure covers items I, II & III herein. This includes bills and adjustments either under audit or yet to be received for materials supplied or work done.

It will thus be seen that a saving of Rs. 5,000, in item II will be made over the sanctioned Budget Provision. A further saving, if required, of Rs. 16,148 can be effected by omitting item (a) and (c) in item I above for final surfacing of portion of road No. 3 and 3A.



Name of the Scheme.	Scheme No.	Sanctioned cost of acquisition inclusive of cost of Establishment and Management.	Expenditure incurred for acquisition upto 31st Aug. 1927, including legal charges, brokerage and sundries but excluding the cost of Establishment and Management.	Estimated cost of acquiring the remaining cases, this does not include the cost of Establishment and Management, brokerage and legal charges.	Budget grant for the year 1927-28.	Total amount of awards of the L. A. Officer from 1st April 1927 to 31st August 1927.	Remarks.
		Rs.	Rs.	Rs.	Rs.	Rs.	
Worli Street Scheme ...	52	1,01,58,000	82,03,587	(a) 9,46,000	3,00,000	2,655	(a) This is the estimated cost of acquiring 519 cases of which about 500 are situated in the Worli Koliwada Village and the rest include two temples, two durghas, Sir H. A. Wadia's bungalow near the Worli outfall, four properties situated on the North-east boundary of the Scheme and a few other scattered over.
Dharavi Street Scheme ...	56	66,65,000	37,05,828	(b) 52,10,056	5,10,000	Nil	(b) This is the estimated cost of acquiring 7,79,366 square yards of land remaining to be acquired in the Scheme exclusive of compensation for trade claims and exclusive of cost of Establishment and Management. If cost of Establishment and Management be added, the figure would be Rs. 56 lakhs. In view of the Improvements Committee's Resolution No. 531, dated 20th September 1927 recommending to the Board the denotification of the Tanneries, the Kolis' Village and other properties shown coloured green on Plan No. 147A, dated the 29th August 1917 the estimated cost of acquisition of the remaining properties coloured red on the plan will not exceed Rs. 6.57 lakhs.

Name of Scheme.	Scheme No.	Sanctioned cost of acquisition inclusive of cost of Establishment and Management.	Expenditure incurred for acquisition upto 31st Aug. 1927, including legal charges, brokerage and sundries but excluding the cost of Establishment and Management.	Estimated cost of acquiring the remaining cases, this does not include the cost of Establishment and Management brokerage and legal charges.	Budget grant for the year 1927-28.	Total amount of awards of the L. A. Officer from 1st April 1927 to 31st August 1927.	Remarks.
		Rs.	Rs.	Rs.	Rs.	Rs.	
Sewri-Wadala Street Scheme.	57	1,41,04,000	1,15,42,845	(c) 13,82,500	4,00,000	6,857	As regards the acquisition of the remaining lands coloured red on the plan including a few small tanneries, the Committee has asked the Chief Officer to make a further report when the denotification or otherwise of these properties will be considered and reported on. (c) This is the estimated cost of acquiring about 216 cases which include the unacquired cases in the villages of Bhoiwada, Wadala and Gowari and a few other cases.
Sewri-Koliwada Street Scheme.	59	3,48,000	92,113	(d) 3,22,100	1,50,000	Nil	(d) This is the estimated cost of acquiring 116 cases in the village of Sewri Koliwada.
					13,60,000	9,512	

It will be seen that the total Budget grant for the year on acquisition in Schemes 52, 56, 57 and 59 is Rs. 13.6 lacs of which Rs. 9.512 only has been spent in view of the Board's wishes. The Trust, however, may in some cases be forced to acquire properties by the owners, mortgagees, or receivers, and it is difficult, therefore to predict how much will be spent in the current year.

I consider that it is unlikely that the total amount will exceed (say) Rs. 3.6 lacs, in which case there will possible be a curtailment of Rs. 10 lacs in acquisition expenditure.

**Resolution 587.—Recorded.**

8. Re: Scheme 57, Sewri Wadala-Case No. 992-Suits to be filed in High Court both in ejectment and for recovery of arrears of rent-Sanction for.

(File No. Misc. 809/27)

Considered Estate Agent's No. 14535 dated 11th October 1927:—

"I have the honour to report that one Rameshwar Ganesh, a Bhaya, rented a piece of land admeasuring 300 square yards in the above case, on a Temporary lease for 5 years commencing from the 21st April 1925 at a monthly rent of Rs. 45/- and erected thereon a more or less pucca shed, consisting of 8 shops which he sublet to several shopkeepers.

2. He paid rent for one month *i. e.* upto the 21st May 1925 and then fell into arrears. A suit in ejectment under No. 13409 of 1926 was filed against him and the case was decided on the 10th November 1926, when the Defendant was ordered to vacate the land by the 30th November 1926. Before the case was decided, the Defendant paid Rs. 200/- as part payment of arrears due by him and promised to pay the remaining balance at a very early date. He however failed to do so and a Warrant of Possession was issued against him on the 16th December 1926. The Bailiff concerned, however, refused to give the vacant possession of the land by removing the shed because it was of a permanent nature, having a plinth and some of the external walls of masonry. As the ejectment Decree could not be enforced, it was decided to file a claim suit against the Defendant.

3. A second suit under No. 1096 of 1927 was therefore filed against him for arrears of rent upto 20th December 1926, amounting to Rs. 655/- after giving him credit for Rs. 200/- already paid by him. This case was decided *ex parte* on the 24th March 1927, and a Decree was passed against him for Rs. 720-5-0 including cost. In spite of this decree, the Defendant failed to pay the amount and a Writ against the Defendant's goods was issued on the 8th April 1927 with a view to recovering the decretal amount. But this amount could not be recovered as the Bhaya had no other goods or property which could be attached except the shed, the attachment of which could not be enforced as stated above the shed being of a permanent nature.

4. The alternative for effecting the decrees for claim is to arrest the Defendant and send him to Civil Jail. Having regard to the attitude which he has taken so far, it seems that he will be prepared to go to jail at the Board's expense.

5. At this stage the Trust Solicitors were consulted in the matter and they opined that the decrees in question could not be enforced by the Small Causes Court by attaching the shed in question as it was of a permanent nature and they suggested that the suits both for ejectment and for arrears of rent should be filed in the High Court. They also suggested personal arrest of the Bhaya with a view to sending him to Civil Jail or compelling him to file a Schedule in the Insolvency Court.

6. A personal attachment was accordingly issued on 3rd September 1927 and instructions have already been issued to the Inspector concerned to arrest the Defendant. It is reported that there are many decrees outstanding against this tenant and he always makes himself scarce in order to evade his creditors. Besides he is of a rowdy nature and although attempts are being made to arrest him, the result is doubtful.

7. Having regard to the Trust Solicitors' suggestion that suits in ejectment and for arrears of rent should be filed in the High Court, it was necessary to serve a notice on the tenant, calling upon him to vacate the premises on the 1st November 1927 and this has been done.

8. The Bhaya has made no attempts to vacate the land as per notice served upon him and most probably he has no intention of doing so. A suit in ejectment and for claim will therefore have to be filed after the 1st November 1927.

9. In the circumstances, I have to request the favour of your obtaining the Improvements Committee's sanction to file suits in the High Court both in ejectment and for arrears of rent against Rameshwar Ganesh, as advised by the Trust Solicitors."

**Resolution 588.**—The Chief Officer is authorized to file suits in the High Court both in ejectment and for arrears of rent against Rameshwar Ganesh.

9. Re : West Chowpatty Estate—plots 39/40—re-layout of.

(File No. Misc. 795/27).

Considered the following :—

(a) Trust Architect's No. 2694 dated 30th September 1927 :—

"I have the honour to forward herewith plans\* showing the original building area bounded by yellow lines and the re-layout of the same in red, received from the architects for the building on the above plots.

It is proposed to give up a triangular portion in the rear of the building area and to add two small portions beyond the existing rear boundary of the same. This is done for the convenience of planning.

In the circumstances the re-layout may be sanctioned free of extra rent, considering the fact that the portion of the building area relinquished is slightly more than those added."

(b) Estate Agent's No. 14130, dated 4th October 1927 :—

"\* \* \* \* \*

The undersigned concurs with the Trust Architect's remarks. The re-layout may please be sanctioned without the payment of any extra rent."

(c) Chief Officer's note, dated 5th October 1927 :—

"There is no objection to allowing the small charge in the building lines of this plot free of extra rent, as the total building area will not be increased."

**Resolution 589.**—The proposed re-layout is sanctioned free of extra rent as suggested by the Chief Officer.

10.

Re : Dadar-Matunga-plot 790—revised layout.

(File No. Misc. 645/27.)

Considered the following :—

(a) Trust Architect's No. 2042 dated 28th July 1927 :—

"I have the honour to forward herewith plans\* for the revised layout shown in red and the original layout shown in yellow for the proposed building on the above plot received from Messrs, K. P. Davar & Co.

It is proposed to throw the area of the outhouse into that of the main building by increasing the depth of the latter by 15 feet in the rear.

The proposed extension of the building area may be allowed subject to extra rent being paid in proportion to the additional floor area gained.

The verandah in front is also proposed to be extended beyond the building area by 3 feet. This may be allowed free of rent as is done in other similar cases."

\* Not printed.

(b) Estate Agent's No. 10498 dated 1st August 1927:—

"\* \* \* \* \*

(2) Under the proposal the sanctioned floor area of the building will be increased from 7,560 sq. feet to 9,240 sq. feet which is an increase of 22.22%. The ground rent will therefore be increased by 22.22% which will amount to an additional rent of Rs. 104/- per annum.

(3) The undersigned concurs with the Trust Architect's recommendation that the extension of 3 feet on account of the front verandah beyond the building line may be allowed free of extra rent."

(c) Estate Agent's No. 12774, dated 13th September 1927:—

"In continuation of this office No. E. A/10498 dated the 1st August 1927, I have the honour to forward herewith a copy of the Trust Architect's further report No. T. A/2251 dated the 26th in connection with the objections raised by the lessees of the adjoining plots Nos. 788, 789 and 791 regarding the revised layout of the above plot. Copies of letters received from these ploholders, objecting to Messrs. K. P. Davar and Co.'s proposal are also enclosed herewith for information.

The lessees of plot No. 782 have no objection to the proposed arrangement.

I see no objection to Messrs. K. P. Davar & Co.'s proposal and concur with the Trust Architect's recommendations contained in para 2 of his report referred to above.

In this connection, a reference is also invited to proviso 5 of the lease form attached to the Zoroastrian Building Society's Agreement with the Board, which is forwarded herewith for reference and return.

The Chief Officer's papers are returned herewith."

*Copy of Report No. T. A. 2251 of 1927, dated 26th August 1927, from the Trust Architect, to the Estate Agent, Bombay Improvement Trust.*

"With reference to your letter No. 11987, dated the 26th instant, I have the honour to state that in view of the objection raised by the lessee of plot No. 791, I have interviewed the Architect of plot No. 790. He has agreed to reduce the verandah projection from 3 feet to only one foot. This may be allowed as an architectural feature and will also meet with the wishes of the lessee of plot No. 791.

Regarding the objection raised by the lessee of plot No. 789 it may be pointed out that there is already an exceptionally large open space between the proposed building on plot No. 790 and the existing building on plot No. 782 in the rear. In the circumstances there will not be any obstruction against the through perfation of air by throwing the outhouse area into that of the main building as proposed for plot No. 790. Again similar proposals have already been sanctioned for the buildings on plots Nos. 614, 617, 626, 664, 665, 797 and others."

*Copy of letter, dated 28th August 1927, from Mr. Dadabhoy J. Contractor, Lessee of plot No. 788, Parsi Colony, to the Estate Agent, Bombay Improvement Trust.*

"I am the lessee of the plot No. 788 over which I have built and completed a building according to Trust requirements.

I understand from the lessee of No. 789, Mr. M. N. Khariwalla, that Mr. K. P. Davar & Co., Architects, Bombay, have submitted their proposal to do away with the intermediate open space and to join the outhouse to the new building on plot 790.

I strongly protest against the proposal of Messrs. K. P. Davar & Co., Architects. It is necessary to remind you that on plots Nos. 782 to 785, which are situated in rear of plots Nos. 786, 787, 788, 789 which were originally intended for four buildings only were allowed by you 7 buildings to be erected in spite of our protest. By allowing to erect 7 buildings on these plots, instead of four as aforesaid our light and air has been greatly affected and the

present proposal of Messrs. K. P. Davar & Co. will, if sanctioned by you, add to our discomfort and will in addition obstruct the free passage of light and air which is hitherto enjoyed by us through the straight passage between the outhouses and the main building.

I may be permitted to add frequent alterations and changes in the layout of the plots on this estate such as are proposed by Messrs. K. P. Davar & Co., will, if sanctioned, not be in the least worthy of the name "Garden Colony" termed by you."

*Copy of letter, dated 19th August 1927, from Mr. Maneckji N. Khariwalla, Lessee of plot No. 795, Parsee Colony, to the Estate Agent, Bombay Improvement Trust.*

"I am in receipt of a copy of your letter No. 10729 of 1927, through the Zoroastrian Building Society, Limited, Bombay, on the 12th instant, though your letter was dated the 5th instant.

With reference to the first para of your letter, I strongly protest to Messrs. K. P. Davar & Co., Architect's proposal to do away with the intermediate open space and to join the outhouse to the new building.

As regards the 2nd para of the said letter, I have to say that I do not wish to do away with the outhouse on plot No. 789. I have therefore to request you not to grant the necessary permission to Messrs. K. P. Davar & Co.'s proposals."

*Copy of letter, dated 15th August 1927, from Mr. Rustamji P. Mehta, Lessee of plot No. 791, Mehta Mansion, to the Honorary Secretary, The Zoroastrian Building Society, Limited.*

"I am in receipt, (on the 12th instant) of your memo of the 10th instant enclosing a letter from the Estate Agent regarding the above plot.

I have no objection to Messrs. K. P. Davar & Co.'s proposal to join the outhouse with the open space with the main building. Provided that the frontage of main building is on the same level as mine viz. 30' distant from the front footpath as is already arranged by the Estate Agent."

(d) Chief Officer's note, dated 10th October 1927 :—

"The building tenant of plot No. 790 wishes to do away with the outhouse building area, and in lieu thereof to increase the depth of the main building by 15 feet, as has been allowed by the Committee in several cases in this Parsi Colony.

2. The Trust Architect and Estate Agent see no objection to the proposal provided that the applicant pays an additional ground rent of Rs. 104 per annum.

3. As this is a variation of the sanctioned building area the building tenants of the surrounding plots were asked whether they had any objection to the same. This has been done in all similar cases in this Colony, as a matter of grace.

4. The building tenants of plots Nos. 788 and 789 have objected on the ground that the perflation of air from the South at the back of their buildings, will be interfered with.

5. As this is the first occasion on which objections have been received to proposals of this sort, I discussed this matter with the parties concerned on the ground, but they refused to withdraw their objections, although it was pointed out by me that the building tenant of plot No. 789 which has not been built on, was allowed to project his building on plot No. 795 into the front open space by 13½ ft. and that the building tenant of plot No. 788 had not objected to the variation in the building lines of plot No. 787. The prevailing breeze is from the west and the proposed extension will therefore not interfere with the perflation of air.

6. Legally, they have no power to object as proviso 5 of the Lease form attached to the Zoroastrian Building Society's Agreement with the Board runs as follows :—

'Nothing herein contained shall prevent the Board or their lessees or tenants from erecting buildings close to or adjoining the boundary of the land hereby demised (except where the same abuts on any Road or Street) and that although such buildings may as to the demised premises obstruct light or air.'

(7) The building as proposed for plot No. 790 is shown coloured red on the attached plan\* from which it will be seen that there will be plenty of open space at the back and I am of opinion that the objections are exaggerated, unreasonable and not free from prejudice, and that the extension of 15 feet to the depth of the main building on plot No. 790 should be allowed on the terms set out in the Trust Architect's and Estate Agent's reports."

**Resolution 590.**—The proposed extension of the building by 15 feet in the rear should be allowed subject to the building tenant agreeing to pay an additional rent of Rs. 104 per annum.

2. The proposed extension of the verandah should be allowed free of rent.

11. Re : Chief Officer's report, dated 14th October 1927, on the notice of motion, dated 15th September 1927, by Mr. Hoosenally M. Rahimtoola, B.A., re : detailed estimates of Schemes, approved under C. R. 541, dated 20th September 1927.

Considered the following :—

"With reference to Committee's Resolution No. 541, dated 20th September 1927, I beg to report that detailed estimates are not sanctioned for the following Schemes :—

*Dharavi Scheme No. 56—*

Reference is requested to T. R. No. 436, dated 26th October 1920, sanctioning the revised estimate of Rs. 1,27,00,000 for filling in, construction of sea wall, roads, drains, etc. It may be mentioned that no detailed estimate has been prepared as final decision in connection with the development of this scheme is not yet arrived at.

*Worli Extension Scheme No. 58—*

and

*Sewri-Koliwada Scheme No. 59—*

Detailed estimates of these schemes are not yet prepared as the final layouts thereof are not yet settled."

**Resolution 591.**—Recorded.

12. Re: Work Order for crushing rubble at Sewri quarry—sanction for.  
( File No. Misc. 745/27. )

Considered Engineer's No. 10052, dated 12th October 1927 :—

"I have the honour to request the favour of your obtaining the Improvements Committee's sanction to my issuing a Work Order for Rs. 18,000 to Messrs. The Gujarat Concrete Construction Company for crushing rubble, etc., into metal of various grades at 5 per cent. below the accompanying schedule of rate.

The present stock of rubble at Sewri quarry is about 9,300 brass. There is practically no demand for rubble from the public but there is a demand for metal, especially 1½" to 1¼" known as metal No. 2 and hence it is proposed to dispose of the rubble by crushing into metal of various grades.

The sale of metal No. 2 from 1st April 1927 to 1st October 1927, was 1,547 brass. The quantity of rubble in stock on the 1st of April 1927, was about 9,750 brass out of which only 120 brass could be sold during the six months ending October 1st. It may be pointed out that, during this period, more rubble was being produced owing to the development

of the land in the vicinity. On account of the crushing operations 1916 brass of rubble were crushed thus decreasing the stock very considerably. The result of the crushing was that this Department spent Rs. 13,575 whereas it was able to dispose of various grades of metal to the Trust Schemes and the public amounting to Rs. 31,975 thus realising a net amount of Rs. 18,400.

The rates tendered by the 3 tenderers who quoted, out of the 7 that purchased the tender copy, are as shown below :—

- |  |                                 |     |
|--|---------------------------------|-----|
| 1. Messrs. The Gujarat Concrete Construction Co. | 5% below the schedule of rates. |     |
| 2. Messrs. The Deccan Land and Building Co.      | Nil % below or above            | do. |
| 3. Messrs. T. B. Chawan and Co.                  | ... 9% above                    | do. |

The rate tendered by Messrs. the Gujarat Concrete Construction Co. is the lowest and is, therefore, recommended."

BOMBAY IMPROVEMENT TRUST.

Engineer's Office, Matunga.

Crushing rubble, etc., into metal of different grades in the Trust's quarry at Sewri.

Rs. as. p.

Schedule of rates for—

(A) Carrying rubble or kapchies from any depot on the site of quarry as may be pointed out from time to time by the S. D. Officer to the crusher platform upto a maximum lead of 400 ft. and feeding the crusher with the same and removing the crushed materials and stacking the same in measurable depots within 200 ft. off the crushers in different grades of (i) Metal No. 1, (*i.e.*, passing screen with  $\frac{7}{8}$ " diameter hole), (ii) Metal No. 2, (*i.e.*, passing screen with  $1\frac{1}{2}$ " diameter holes), and (iii) Metal No. 3, (*i.e.*, passing screens with 2" and  $2\frac{5}{8}$ " diameter holes) ... .. 3 6 0

(B) For carrying metal No. 3 from any stack within 200' from the crusher, feeding the crusher with the same and removing the crushed materials and stacking the same within 200' of the crusher in different grades of ... 3 6 0

(i) Metal No. 1, (*i.e.*, passing screen with  $\frac{7}{8}$ " diameter hole).  
(ii) Metal No. 2, ( do. do.  $1\frac{1}{2}$ " diameter holes).

(C) For each extra 100' lead or part thereof in carrying rubble or kapchies to crusher beyond 400 ft. lead and metal No. 3 to crusher beyond 200 ft. lead ... .. 0 4 0

(D) For each extra 100' lead or part thereof in carrying crushed metal from the crushers to the site of making the stacks beyond the first 200' lead ... 0 4 0

Note.—As regards item No. A any metal larger than  $2\frac{5}{8}$ " in size will not be paid for. It will have to be put again in the crusher and recrushed by the contractor without any extra cost to the Trust. Similarly for item No. B no metal larger than metal No. 2, *i.e.*, passing  $1\frac{1}{2}$ " diameter holes will be paid for. This will have to be recrushed by the contractor without any extra cost to the Trust.

If required by the Trust the contractor will have to stack in separate depots smaller size metal No. 3 passing screen with 2" mesh and larger size metal No. 3 passing screen with  $2\frac{5}{8}$ " mesh without any extra cost to the Trust."

**Resolution 592.**—The issue of the proposed work order is sanctioned.



13. Re: Dadar-Matunga, Scheme 5—Recreation ground to the West of plots 739 to 742—  
laying out of as a garden by Mr. N. P. Whaddia, lessee of plots 739 to 742.

(File No. Misc. 804/27.)

Considered the following:—

(a) Estate Agent's No. 14450, dated 10th October 1927 :—

" I have the honour to state that Mr. N. P. Whaddia, the Lessee of plots Nos. 739 to 742, Dadar-Matunga Estate, desires to layout, at his own expense, the above recreation ground as a garden and playground, as shown on the sketch-plans\* submitted by his Architect and forwarded herewith, for free use by the public and to have it named after his father the late Mr. P. A. Hormarji. The site of the garden is shown by a red cross on the accompanying litho plan and the conditions subject to which the Lessee proposes to layout the said Recreation ground as a garden, are mentioned below :—

- (a) That the garden shall be maintained and kept in proper order at the cost of the Improvement Trust or the Municipality or their successors in title.
- (b) That the garden shall be called the 'P. A. Hormarji Garden' and that this name shall not be discontinued or changed hereafter by the Body in whom it may vest.
- (c) That the garden shall be left open to the public free of any entrance charges or fees, at all reasonable hours of the day.
- (d) That the five plots bearing Nos. 751, 752, 753, 754 and 755, which are situated to the south of the garden should not be allowed any direct access to the garden through their respective northern boundaries, which adjoin the garden.

2. The Trust Engineer is of opinion that there is no objection to the general layout of the garden and that the probable maintenance cost of this garden will be about Rs. 650 per annum.

3. As the garden is to be ultimately handed over to the Municipality, the Municipal Executive Engineer was asked if the Municipality would be prepared to take over the garden without any provision being made as to the cost of its up-keep and maintenance. The Municipal Commissioner has now replied that after the garden is laid out and enclosed in the manner indicated in the sketch-plans submitted by the Lessee's Architect, the Municipality will be prepared to take it over and maintain it for public use.

4. In the circumstances, I have to request the favour of your obtaining the Improvements Committee's sanction to Mr. N. P. Whaddia's proposal aforesaid.

5. The plans may please be returned when done with."

(b) Chief Officer's note, dated 11th October 1927 :—

" The proposal is recommended for the Committee's sanction, as the Trust will be saved the cost of laying out this garden."

Proposed by the Chairman, seconded by the Hon'ble Sir Phiroze C. Sethna—

" That the proposal of Mr. N. P. Whaddia to lay out at his own expense the recreation ground as a garden and playground be sanctioned as suggested by the Chief Officer subject to the assent of the Corporation to maintain it for public use after it is handed over to them."

*Amendment*—Proposed by Dr. Viegas, seconded by Mr. Tairsee—

" That the consideration of the matter be postponed and in the meantime the wishes of the Corporation be consulted in the matter."

The amendment on being put to the vote was declared *carried*. It was also *carried* as a substantive proposition.

**Resolution 593.**—The consideration of the matter should be postponed and in the meantime the wishes of the Corporation should be consulted in the matter.

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14. Re : Establishment—Engineer's Department—Mr. Philip D'Souza, Sub-Engineer—  
Cancellation of unexpired portion (1 month and one day) of combined  
leave sanctioned under C. R. 282, dated 10th May 1927.

( File No. E. L. 105/27. )

Considered Chief Accountant's note, dated 7th October 1927 :—

“ Mr. Philip D'Souza, a Sub-Engineer on the permanent establishment in the Engineer's Department was granted under C. R. 282, dated 10th May 1927, combined leave for 5 months and 10 days from 11th May 1927. Thus the leave would expire on 20th October 1927, in ordinary course. Mr. D'Souza, however resumed his duties on the afternoon of 19th September 1927, *i.e.*, one month and one day earlier.

The formal sanction of the Committee is required to the cancellation of this unenjoyed period.”

**Resolution 594.**—The unexpired portion of the leave should be cancelled.

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15. Re : Rent-free Occupancies—Comparative statement showing rooms in Trust Chawls proposed to be occupied rent-free by the Estate and Valuation Department during the half-year ending 31st March 1928.

( File No. BK. 509/27. )

Considered Estate Agent's No. 13907, dated 30th September 1927, submitting the statement for Committee's sanction.

Item No.	Chawl.	Block No.	Floor.	Room.	By whom occupied.	Pur pose.	Actual rent remitted under T. R. 171, dated 29-3-1927.		Rent to be remitted according to the proposal now sub-mitted.		Remarks.
							Rs. as. p.	Rs. as. p.	Rs. as. p.	Rs. as. p.	
1	Nagpada Chawls ...	...	18	1st	35	Sk. Isac Kassum. (Caretaker)	Living ...	4 0 0	4 0 0		
2	Princess Street Chawls ...	...	...	...	...	...	...	6 10 0	6 10 0	Will be occupied by New Caretaker when the room falls vacant in the Chawl.	
3	Mandvi-Koliwada Chawls ...	...	1	2nd	86	Kashiram Yesso. (Caretaker)	Living ...	5 10 0	5 10 0		
							Total ...	16 4 0	16 4 0		

**Resolution 595.**—The proposed rent-free occupancies are sanctioned.

16. Re : Dadar-Matunga Estate—proposed remission of the ground rents charged by the Trust to their lessees for land temporarily occupied by them for the storage of their building materials.

( File No. Mis. 661/27. )

Considered Chief Officer's note, dated 7th October 1927 :—

“ The Trust have for some years past charged their lessees on all estates an occupation rent at the rate of 4 annas per 100 sq. yards per day for vacant Trust land occupied by them for the storage of building materials while their houses are under construction.

(2) An exception was, however made in the case of the Zoroastrian Building Society which took up more than 100 plots on the Dadar-Matunga Estate, and the Society was, therefore allowed to use the Trust play-grounds in the Colony for the purpose of stacking its building materials free of cost.

(3) Several other plots on this Estate have been let to private building tenants within the last year, and rent has been demanded of them for the vacant Trust land outside and adjoining their plots and used by them temporarily for the storage of their building materials.

(4) They, however, strongly object to paying this extra rent for their temporary occupations, and they have all petitioned me to be allowed to use the small portions of the adjoining Trust land free of cost during their building operations. They state that prospective builders are disinclined to take up Trust plots on the Estate on this account.

(5) As the Committee are aware, there are a large number of vacant building plots on this large Estate and the former Trustees with a view to attract building tenants have allowed a rebate of 25 per cent. per annum on the ground rents for the first five years of the lease term.

(6) I am, therefore, of opinion that in order to attract further building lessees, it would be advisable to allow the building tenants on the Dadar-Matunga and Sion-Matunga Estates to occupy the adjacent vacant Trust land for the storage of building materials free of charge, while their houses are under construction.

The amounts demanded are small, being usually about Rs. 7 per plot per month during the period of construction.”

**Resolution 596.**—The suggestion made by the Chief Officer in para. 6 of his note is approved.

17. Re : Godowns in Chinch Bunder Chawls—reduction of rents.

( File No. Mis. 837/27. Ref. T. R. 558/24. )

Considered the following :—

(a) Estate Agent's No. 14630, dated 12th October 1927 :—

“ There are 33 godowns in these chawls varying in areas from 860 to 922 sq. ft. Their present rent is Rs. 75 each, which gives letting rates of from Rs. 8.72 to Rs. 8.12 per 100 sq. ft., whereas the rents of the godowns in temporary corrugated iron sheds erected by tenants on the Trust lands round about this locality work out to rates ranging from Rs. 3.50 to Rs. 4.50 per 100 sq. ft. It should, however, be noted that the latter godowns are much larger, being about 1,600 to 2,100 sq. ft. in area, and looking to the temporary nature of the structures in which they are located, they cannot be deemed to afford a fair criterion for comparison of letting values with the godowns in the Trust's chawls above-mentioned.

2. Owing to depression in trade the demand for warehouses in this locality at present is not very great, which accounts for heavy vacancies in the Trust's godowns. During the period from April 1926, upto the end of September 1927, the percentage of vacancies works out to as much as 44 per cent. which means nearly 50 per cent. loss in their revenue.

3. In these circumstances, it seems advisable to reduce the present rents of the godowns in question. It is suggested that their rent may be fixed at Rs. 60 each, which approaches the rent of Rs. 56-5-0 that prevailed prior to its increase to the present rent of Rs. 75, sanctioned by the Trustees under their Resolution No. 588 of 4th November 1924. The suggested reduction in rent will bring down their lecting rates to an average of Rs. 6-71 per 100 sq. ft. which is fair.

4. If the rents be reduced as proposed above, the total rent to be derived per mensem will be reduced from Rs. 2475 to Rs. 1980, but this loss of Rs. 495 will, it is hoped, be made good to some extent by an increased demand for tenancies, which will ultimately result in a reduction of the loss sustained at present through heavy vacancies.

5. If the above proposal be approved by the Chief Officer, it is requested that the Improvements Committee's sanction may be obtained thereto."

(b) Chief Officer's note dated 12th October 1927 :—

"I concur with the Estate Agent's recommendations."

**Resolution 597.**—The proposal to reduce the rents of the godowns to Rs. 60 per month each is approved.

18. Re : Dadar-Matunga—plots 782 to 785—fixing of maximum rent for the buildings on.

( File No. Mis. 618/27. )

Considered Estate Agent's No 13965, dated 30th September 1927 :—

"With reference to the Improvements Committee's Resolution No. 494 dated the 30th August 1927, I have the honour to state that the Trustees of the Parsee Panchayet Funds and Properties propose to fix a maximum rent of Rs. 3,656 per month for all the buildings on the above plots as follows :—

Bai Dosibai Patel's Hostel	...	Rs. 515
"          House	...	" 440
Lady Jehangir's Committee's house No. 1.		" 450
"          "          No. 2.		" 400
"          "          No. 3.		" 1430
"          "          No. 4.		" 275
"          "          No. 5.		" 146
	Total Rs.	<u>3,656 per month.</u>

2. As required under the terms of the Committee's Resolution above referred to the above mentioned rent is on the basis of an annual net return of 6% on the total outlay on the buildings amounting to Rs. 4,40,913-2-0 and the same is therefore recommended for the Improvements Committee's approval and sanction."

**Resolution 598.**—The proposal to fix the maximum rents of the buildings on these plots is approved.

19. Re: Scheme 62, Love Lane—request for provision of electric light free of charge for the Free Reading Room opened by the Depressed India Association in Chawl No. 2, Room No. 21.

( File No. Mis. 726/27. )

Considered the following :—

(a) Resolutions passed at meetings of the Depressed Classes held under the auspices of the above Association on the 2nd September 1927 and 10th September 1927 :—

**Resolution passed on 2nd September 1927 :—**

“That this Meeting of the members of the depressed class and other residents of Love Lane Chawls, respectfully informs the Chairman and the Members of the City Improvement Trust Committee that the Depressed India Association has opened a Free Reading Room in Chawl No. 2, Room No. 21, for the benefit of the Residents of Love Lane Chawls irrespective of caste and creed. This Meeting requests the Chairman and the Members of the Committee to assist the activities of the Depressed India Association by providing an electric light free of charge.”

**Resolution passed on 10th September 1927 :—**

“That this Meeting of the members of the depressed class and other residents of Love Lane Chawl, respectfully informs the Chairman and the Members of the City Improvement Trust Committee, that the Depressed India Association has opened a Free Reading Room in Chawl No. 2, Room No. 21 for the benefit of the residents of Love Lane Chawl irrespective of caste and creed. This meeting requests the Chairman and the Members of the Committee to assist the activities of the Depressed India Association by providing one electric light free of charge.”

(b) Estate Agent's No. 14406 dated 10th October 1927 :—

“\* \* \* \*

2. There appears to be no objection to granting the request made by the President of the Depressed India Association provided the said Association agree to bear the cost of the installation of one 40 Watt lamp in the Reading Room amounting to Rs. 20 and also the cost of consumption of electric energy amounting to Rs. 1-4-0 per mensem assuming the light to be on from 6 to 10 P. M. every evening.

3. \* \* \* \*

Proposed by the Chairman :—

“That an electric light be provided in the Free Reading Room provided that the Association agrees to bear the cost of installation and of consumption of electric energy.”

*First Amendment.*—Proposed by Mr. Silam, seconded by Mr. Borade—

“That an electric light be provided in the Free Reading Room provided the Association agrees to bear the cost of the installation.

2. That the cost of consumption of electric energy not exceeding Rs. 1-4-0 per month be borne by the Trust.”

The amendment on being put to the vote was declared *lost*, by 3 to 7.

*Second Amendment*—Proposed by the Hon'ble Sir Phiroze C. Sethna, seconded by Sir Reginald Spence—

“That an electric light be provided in the Free Reading Room provided that the Association agrees to bear the cost of consumption of electric energy.

2. That the cost of the installation be borne by the Trust."

The amendment on being put to the vote was declared *carried*. It was also carried as a substantive proposition.

**Resolution 599.**—An electric light should be provided in the Free Reading Room provided that the Association agrees to bear the cost of consumption of electric energy.

2. The cost of installation should be borne by the Trust.

20. Re : The Club Road Recreation Club—request to provide fencing of the Maidan situated between Club Back Road and Reynolds and Rebsch Roads.

(File No. Mis. 689/27.)

Considered the following :—

(a) Letter, dated 18th August 1927, from the Chairman, Maidan Committee, the Club Road Recreation Club :—

"I am directed by the Managing Committee of the Club Road Recreation Club to inform you that at their meeting held on the 3rd July 1927 it was decided to make the following representation to the Chief Officer of the City Improvement Trust.

1. That in view of the very unsatisfactory state of the fencing of the above maidan, it is imperative that steps be taken to replace the same by an angle iron fencing which would be a permanent structure.

2. That the estimated cost offered by a prospective contractor, who is willing to undertake the work is about Rs. 2400 to 2500.

3. That the Committee of the Club have not any funds at their disposal wherewith to meet the costs.

I am further to point out to you that the maidan, besides being taken advantage of by the residents of all communities in the whole Club Road area, is also the chief recreation ground of the children of the locality. However, owing to the present dilapidated condition of the fencing, the maidan is frequented by very undesirable persons and the safety of the children is greatly endangered thereby.

In this connection I may state that the condition of the fencing as at present is largely due to these very same undesirable persons who deliberately destroy the wiring in order to have an easy access to the ground; hence a permanent construction such as the Committee have decided upon would defeat their ends. Further, the erection of the new fencing will not only safeguard the interests of the residents and their children, but will also preserve the estate of the Trust.

However, the fees of the Club are not such as would enable any funds to be amassed, the object of the Club being to provide clean and healthy recreation grounds to the residents of the locality and maintain them in a desirable condition.

I am, therefore, to request that you will be pleased to provide us the fencing costing about Rs. 2400 to Rs. 2500 for which we agree to pay the Trust interest at 6% on the actual cost.

I beg to enclose herewith a sketch\* giving an idea of the proposed fencing to be done.

A proper blue-print together with the offer and estimate will be forwarded to you in the course of a day or two.

Thanking you in anticipation."

\*Not printed.

## (b) Estate Agent's No. 13287, dated 21st September 1927 :—

\* \* \* \* \*

2. This is an application from the Chairman, Maidan Committee of the Club Road Recreation Club, Byculla, requesting the Trust to replace the existing wire fencing round the western recreation ground, which is in a very dilapidated condition, by a new angle-iron fencing at the Board's expense.

3. By an agreement dated the 14th December 1912, the Board have let on a year to year lease at an annual rent of Rs. 24, the two triangular pieces of open land on the West Agripada Estate, to the Trustees of the Club Road Recreation Club, for the purpose of the recreation grounds, as sanctioned under Trustees' Resolution No. 209 of 17th October 1911.

4. The Club had put up round both the plots a temporary wire fencing in 1913. This was objected to by the Trust Architect but the then Chairman decided against its removal and allowed it to stand so long as it was serviceable.

5. The Managing Committee now desire to have the fencing round the southern plot replaced by an angle-iron fencing of a permanent nature at the cost of the Trust which, they estimate, will amount to about Rs. 2,500. The Club agree to pay interest at 6% on the actual cost, as they say they have no funds at their disposal to meet the cost.

6. In the above circumstances, and having regard to the fact that the Maidan is being taken advantage of by the residents of all communities residing in the whole of the Club-Road area, it is recommended that the Improvements Committee may agree to spend the amount required for putting up the permanent fencing and charge the Club, rent equal to 6% on the total outlay, more especially as the Trust have provided at their cost, in pursuance of Trustees' Resolution No. 105 of 2nd April 1918, a concrete post and pipe railing round the recreation ground handed over to the Y. M. C. A. and managed by them.

7. The papers are returned through the Trust Engineer who will please offer such remarks as he may have to make and state if the cost of putting up the new fencing as estimated by the Club can be accepted."

## (c) Engineer's No. 9896, dated 7th October 1927 :—

\* \* \* \* \*

There is no objection to the fencing as shown on the enclosed blue print\* except that I suggest that 5' be substituted for 6' for the height and that cement concrete beds be put for the main posts.

As the fence will not be so high, it is presumed that the estimate will be slightly reduced. In other respects, the estimate is a fair one."

## (d) Chief Officer's note, dated 11th October 1927 :—

"The proposal is a reasonable one and is recommended for the Committee's sanction.

The Club will have to pay an additional rent of about Rs. 12-8-0 per mensem, and the cost of the necessary new agreement. The Club wish to have the fence 6 ft. high, and the Trust Engineer has since informed me that he sees no objection."

**Resolution 600.**—The proposal to provide an angle-iron fencing is approved subject to the Club agreeing to pay an additional rent equivalent to 6% of the actual cost of the same and the cost of the necessary new agreement.

ded th  
energy.



21. Re : Rate of interest paid on the balance of the Provident Fund.

Considered letter No. O. A. 10-401, dated 14th October 1927, from the Examiner, Outside Audit, Bombay :—

"I have the honour to invite a reference to the Chairman's minute printed as item 7 of the proceedings of the Board held on the 3rd June 1920, as a result of which the rate of interest allowed on the balances of the Trust Provident Fund was provisionally increased by the Trustees under their Resolution No. 285, dated the 6th July 1920, from 4% to 5% with effect from 1st April 1919. In the course of the proceedings cited, two considerations were *interalia* mentioned as having a bearing on the question of the rate of interest paid on the Fund, *viz.* the rate at which the Trust raised their loans and the rate given by Government on their Provident Funds. The recent loan floated by the Trust will carry a lower rate of interest than the rates paid on the loans raised during the years 1919 to 1926. Government have also reduced the rate of interest allowed on deposits in the General Provident Fund and other funds of a similar character from 5½% to 4½% with effect from the 1st April 1927. In these circumstances, I request that the Improvements Committee will kindly take into consideration the question of the desirability of revising the rate of interest paid on the balances of the Trust Provident Fund."

**Resolution 601.**—The matter should be referred to the Finance & Establishment Sub-Committee for consideration and report after obtaining a report from the Chief Officer.

22. Re : Agripada West Estate—Resumption of certain portion of Schedule D lands for a play-ground for the students of the Morland Municipal High School.

Considered Government Resolution, General Department No. 5901, dated 13th September 1927 :—

"Letter from the Municipal Commissioner for the City of Bombay, No. S. C.—69-A., dated the 30th May 1927 :—

' I have the honour to say that the Municipality have agreed to purchase from the City Improvement Trust a plot of land measuring 1,289 square yards out of its Agripada estate for a play-ground for students of the Morland Road Municipal School. The site is shown boundary coloured red on the attached plan marked P/1st June 1927.

The price agreed upon is Rs. 12,529 at the rate of Rs. 9'72 per sq. yard.

As this land is included in Schedule D of the City of Bombay Improvement Trust Transfer Act, I request the favour of your taking the necessary action for its resumption under Section 79(9) of that Act and its transfer to the Municipality.'

Memorandum from the Collector of Bombay, No. L. A. Q.—55, dated the 20th June 1927 :—

' Forwarded with compliments.

2. The land to be resumed under Section 79(9), Improvement Trust Transfer Act XVI of 1925, forms a part of the D Schedule lands vested in the City of Bombay Improvement Trust under the said Act and is more particularly described below :—

**Description of land**

All that piece or parcel of land shown boundary coloured red on the annexed plan P/1st June 1927, admeasuring 1,289 sq. yards or thereabouts forming part of the Agripada Estate bearing City Survey No. 1,694 (part) of Byculla Division and bounded on the north by land to be leased to the Lord Bishop of Bombay, plot Nos. 10, 11 and 12, on the south partly by Sankli Street and partly by land to be leased to the Salvation Army on the

east by the land to be leased to the Salvation Army and on the west partly by Municipal School and partly by land to be leased to the Lord Bishop of Bombay, plots No. 10, 11 and 12.

3. The notice of resumption under Section 79(9) of Act XVI of 1925, will be served by the Solicitor to Government who may be requested to communicate the date of service of notice.'

Memorandum from the development Department, No. 21-A. S. D., dated the 18th July 1927 :—

Government memorandum to the Chief Officer, Bombay Improvement Trust, No. 5901, dated the 27th July 1927.

Memorandum from the Chief Officer, Bombay Improvement Trust, No. U. O. R.-7, dated the 29th August 1927 :—

' Returned with compliments.

2. A schedule (printed below) and two copies of plan No. 144, dated 24th August 1927, accompany as desired.'

RESOLUTION.—Under section 79(9) of the City of Bombay Improvement Trust Transfer Act, 1925, Government are pleased to direct that the land specified in the accompanying schedule should be resumed.

2. The requisite notice should be forwarded in duplicate to the Solicitor to Government who should be requested to serve it on the Trustees for the Improvement of the City of Bombay and to report to Government the date of the service of the notice."

*Accompaniment to Government Resolution, General Department, No. 5901, dated the 13th September 1927.*

Description of the land shown bounded red on plan No. P/1st June 1927.

"All that piece or parcel of land shown bounded red on the annexed plan No. 144, dated 24th August 1927, admeasuring 1289 square yards or thereabouts forming part of the plot No. 3-A. of the Schedule D lands bearing Cadastral survey No. 1694 (part) of Byculla Division and bounded on the north-west by the land leased to the Lord Bishop of Bombay, comprised in Cadastral survey No. 1853, and being plots No. 10, 11 and 12 of the Central Agripada Estate, on the south partly by the Sankli Street and partly by the land leased to the Salvation Army Property Company, Limited, comprised in Cadastral Survey No. 1695, on the east by the land leased to the Salvation Army Property Company, Limited, comprised in Cadastral Survey No. 1695, and on the west partly by a Municipal School property comprised in Cadastral Survey No. 1661 and partly by a portion of plot No. 3.A, Schedule D land bearing Cadastral Survey No. 1694 (part)."

**Resolution 602.**—Government Resolution, General Department, No. 5901, dated 13th September 1927, should be recorded.

23. Re : Notice of motion, dated 4th October 1927 by Dr. A. G. Viegas, L. M. & S., re: land in Dharavi—filling in.

In accordance with the notice of motion it was—

Proposed by Dr. Viegas :—

"That the Chief Officer be requested to state at the meeting (the answers being entered in the minutes) or to report whether any portion of the land in Dharavi Scheme was filled in at the request of Government and, if so, on what terms and conditions".

The motion was seconded by Mr. Silam.

**Resolution 603.**—Carried.

24. The following documents were executed :—

- (1) *Debentures*—
  - (i) One debenture of the loan of 1903 for Rs. 5,000 in lieu of one cancelled in favour of Rustamjee J. C. Jamssetjee.
  - (ii) Three debentures of the loan of 1904 for Rs. 25,000 in lieu of one cancelled in favour of Bai Divali Purshotam and others.
- (2) *Lease and Counterpart to*—
  - (i) Messrs. Devidas Madhowji and others *re* : Plot No. 85, Princess Street Estate.
  - (ii) Messrs. Devidas Madhowji and others *re* : Plot No. 86, Princess Street Estate.
- (3) *License and duplicate to*—
  - (i) Mr. Bhana Valji for erection of a motor garage on plot No. 5, Sandhurst Road East Estate.
  - (ii) Miss Avanbai Maneckji Mehta *re* : user as Municipal School of the 1st and 2nd floor of the building on plot No. 41, Suparibang Estate.
  - (iii) Sir Jamssetjee Jeejeebhoy Bart. and others for erection of Electric substation on the grounds of plots Nos. 1(b) and (d) parts, the Flats.
- (4) *Agreement with Mr. Ardeshir Framji Sunavala for building lease of plot No. 747, Dadar-Matunga Estate.*
- (5) *Agreement and Duplicate with Messrs. N. Purshotam & Co. re : Mumbra Sand Contract.*
- (6) *Agreement by*—
  - (i) Bai Jerbai Dosabhoj Toddywalla *re* : right of tapping 200 date trees standing in Case No. 415, Scheme 57 including the use of vacant land for erection of sheds.
  - (ii) Mr. Maoji Mulji *re* : right of cultivation of fruit trees such as Plantain, Papaya etc., round the Septic Tank Dadar-Matunga Estate.
- (7) *Acceptance of application by Mr. Dada Carrim for building lease of plot No. 51, Sydenham Road Estate.*

25. The following papers were laid on the table :—

1. Purchase orders sanctioned by the Chief Officer under Section 22(1) of the Act.
2. Works Orders do. do.
3. Sale of Materials do. do.
4. List of Service Agreements do. do.
5. Trust Solicitors' No. U/7930, dated 3rd October 1927, intimating acceptance by Mr. M. A. Jinnah of the General Retainer for all High Court business (C. R. 554/27).
6. Government Resolution, Public Works Department, No. 727/27, dated 20th September 1927, approving the plans, *re* : plot 20, Marine Lines Estate—plans of the proposed building on.

7. Statement for the quarter ending 30th September 1927 of Plots on the Board's Estates handed over to the charge of tenants.

(1)

Estate.	Plot No.	Date.	Remarks.
Dadar-Matunga ...	749	6-9-27	
Do. ...	719	16-9-27	
Sion-Matunga ...	A	29-7-27	
Do. ...	B	29-7-27	

# Bombay Improvement Trust.

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ESPLANADE ROAD,

*Bombay, 8th November 1927.*

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 3-30 P.M. (B.T.) there were—

PRESENT :

1. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E.
2. MR. L. R. TAIRSEE.
3. MR. S. L. SILAM, B.A., LL.B.
4. MR. B. G. HORNIMAN.
5. MR. NAOROJI M. DUMASIA.
6. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
7. M. HOOSENALLY M. RAHIMTOOLA, B.A.
8. SIR REGINALD SPENCE, KT.
9. MR. S. B. BILLIMORIA, M.B.E.
10. MR. S. D. SAKLATVALA.
11. MR. R. D. BELL, C.I.E., I.C.S.
12. MR. G. A. THOMAS, C.I.E., I.C.S.
13. MR. GANPAT KRISHNAJI BORADE.

AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.

MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER AND THE SECRETARY WERE ALSO PRESENT.

At the outset the Chief Officer stated that the Chairman had written to the Secretary that owing to an accident to his eyes he would not be able to attend the meeting and that the Committee should therefore appoint a Chairman.

Proposed by Mr. Hoosenally, seconded by Mr. Borade—

“That Sir Vasant Rao Anand Rao Dabholkar do take the Chair.”

*Carried.*

Sir Vasant Rao then assumed the chair.

The minutes of the meeting held on the 18th October 1927, were signed.

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1. Re : Sale of dressed sett stones from Dongri Quarry.

( File No. Mis. 872/27. )

Considered Engineer's letter, dated 7th November 1927 :—

" I have the honour to request sanction to sell 20,000 Nos. dressed sett stones to Messrs. Rasulji Rajbhai and Co. who have offered to buy this number at Rs. 11 per 100 numbers. The total amount of sale would be Rs. 2,200.

The sanctioned sale rate for the public is Rs. 6 per 100 numbers of undressed sett stones but no selling rate has been sanctioned for dressed sett stones.

The cost of dressing is Rs. 4.62 per 100 numbers and adding 10 per cent. to this rate is Rs. 5.08 per 100 numbers, this would bring the figure to Rs. 11.08 per 100 numbers and the offer is for Rs. 11 which I consider favourable having regard to the profit of Rs. 2.35 per 100 numbers which the Trust make over the sale of undressed stones.

The contractor cannot wait as will be seen from his letter attached and I have to request the favour of very early sanction in consequence."

*Copy of letter from Messrs. Rasulji Rajbhai and Co., referred to above :—*

" I have the honour to inform you that I want to purchase 20,000 Nongs of set stone at the rate of Rs. 11 per 100 nongs before 10th November 1927. If you approve my rate and may give it within abovementioned date please let me know for the same and I shall at once deposit the sufficient amount to purchase the lot. If I won't receive the lot before 10th November 1927, I will not be responsible for the offer made by me.

Please reply me as early as possible."

**Resolution 604.**—The offer is accepted.

2. Re : Dadar-Matunga—Scheme 5—plot 760—application for lease.

( File No. Mis. 852/27. )

Considered Estate Agent's No. 15729, dated 2nd November 1927 :—

"Herewith I have the honour to forward an application by Mr. Soban Shankar for a 999 years' building lease of the above plot on payment of a premium of Rs. 10 per sq. yard within three months from the date of acceptance of the offer together with a nominal rent of Re. 1 per annum. This is roughly equivalent to a ground rent calculated at 6% on Rs. 11 per sq. yard.

2. The applicant wishes to erect a building for his own residence.

3. The area of the plot being about 1,084 sq. yards, the premium will amount to Rs. 10,840.

4. The conditions on which the application is based are normal and acceptance is recommended."

**Resolution 605.**—The application is accepted.

3. Re : Nowroji Hill Estate—Plot No. 114—application for building lease by Dr. Rajabally V. Patel.

( File No. Mis. 373/27. Ref. C. R. 262/10-5-27. )

Considered Estate Agent's No. 15811, dated 3rd November 1927 :—

"I have the honour to invite reference to the Improvements Committee's Resolution herein No. 262, dated the 10th May 1927 and to the preamble to the same, when the Committee decided to postpone the consideration of Dr. Patel's application until his return to Bombay.

2. A copy of a letter, dated the 25th June 1927 from Mr. R. S. Asavale, President of a Meeting of the residents of Umerkhady is forwarded herewith, which states that the residents passed a resolution asking the Improvement Trust not to let this plot No. 114 to any Mahomedans as the same is next door to a Hindoo Temple, which is now in the course of erection.

3. Dr. Rajabally V. Patel on his return to Bombay saw me on the 20th ultimo, when I informed him of the above resolution.

4. A copy of a letter, dated the 27th ultimo, from Dr. Patel, together with a plan\* showing the proposed arrangement of his building is forwarded herewith. Dr. Patel states that his building will be so arranged, as regards the position of privies, etc. and by fixing small gauze wired expanded metal mesh to the windows, as to cause no nuisance to the worshippers of the Hindu Temple on the north.

5. He further states that the Trustees to be formed for this Mahomedan Charity will consist of himself and his wife and two prominent Hindus, namely, Dr. Anandrao N. Nair and Mr. Jammalal Bajaj. He further orally informed me that as soon as the Improvements Committee accept his application for this plot he will forward a draft of the deed of trust settlement for approval. Dr. Patel requests that this matter may be considered at the Committee's next meeting."

*Letter from Mr. R. S. Asavale, referred to in para 2 above, addressed to the Estate Agent :—*

"I, the President of the public meeting of the residents of Umarchady held in the premises of Shri Shaneshwar Maharaj Temple, Umarchady Jail Road, on Sunday the 19th June 1927, have the honour to forward herewith a copy of the resolution passed by the meeting with a request that the land may be leased to Hindus only as the Hindu sentiments are likely to be injured if the same is rented out to the Mahomedans. Besides you are well aware of the strained relation between the Hindus and Muslims at present throughout India, and am of opinion that this may result in disturbance of peace at present prevailing in this locality.

The Resolution reads as follows :—

' That this public meeting of the Trustees of Shri Shaneshwar Maharaj Temple and the residents of Dongri and Umarchadi hereby do request that the land surrounding the Temple premises should not be leased by the Improvement Trust to Mahomedans and reserved for only Hindus. That the President of this meeting is hereby authorised to move the authorities concerned in the matter.'

Thanking you in anticipation and awaiting your reply."

*Accompaniment referred to in para 4 above :—*

"Bombay 27th October 1927"

To,

The Members of the City Improvement Committee.

Dear Sirs,

Here is a rough sketch of the plan\*, to be built on plot No. 114, Jail Road East. As there is a Temple plot, I had instructed my Engineer not to have any nuisance, in shape of naharis, water-closet etc. on the Temple side, even the windows overlooking the temple,

\*Not printed.

should be filled with fixed small gauze wired expanded metal, so no tenant can throw dust, refuse etc.

May I inform you that there will be Hindoo Trustees with me and my wife, *viz.* Dr. Anandrao N. Nair, Proprietor of N. Powell & Co., and Mr. Jamnalal Bajaj, of New India Insurance and partner of Mr. Ramnarayana Harnandrai, who are very staunch and bigoted Hindus. Hoping to hear soon from you.

Yours truly,

(Sd.) Rajabally V. Patel."

The Chairman stated that the Chief Officer had reported that the land was worth Rs. 130 per sq. yard which he thought was excessive; he therefore proposed—

"That Dr. R. V. Patel be informed that the Committee would be prepared to lease the plot to him in perpetuity at a ground rent calculated at 6% per annum on Rs. 60 per sq. yard for the purpose stated.

2. The plans should be submitted for approval as usual.

3. Mr. Asavale should be informed that his letter has been laid before the Committee who consider that if the building is properly designed there should be no fear of any nuisance being caused to the worshippers in the temple."

*Amendment.*—Proposed by Sir Phiroze C. Sethna, seconded by Mr. Hoosenally—

"That Dr. R. V. Patel be informed that the Committee would be prepared to lease the plot to him in perpetuity at a ground rent calculated at 6% per annum on Rs. 75 per sq. yard for the purpose stated.

2. The plans should be submitted for approval as usual.

3. Mr. Asavale should be informed that his letter has been laid before the Committee who consider that if the building is properly designed there should be no fear of any nuisance being caused to the worshippers in the temple."

The amendment on being put to the vote was declared *carried* by 5 to 4.

A poll was demanded by Mr. Tairsee.

The following members voted for and against the amendment :—

<i>For.</i>	<i>Against.</i>
Mr. Hoosenally.	Mr. Tairsee.
Sir Phiroze C. Sethna.	„ Thomas.
Mr. Saklatwala.	Sir Reginald Spence.
„ Silam.	Mr. Bell.
„ Dumasia.	

The other members did not vote.

The Chairman declared that the amendment was *carried*. It was then put as a substantive proposition and declared *carried*.



**Resolution 606.**—Dr. R. V. Patel should be informed that the Committee would be prepared to lease the plot to him in perpetuity at a ground rent calculated at 6% per annum on Rs. 75 per sq. yard.

2. The plans should be submitted for approval as usual.
3. Mr. Asavale should be informed that his letter has been laid before the Committee who consider that if the building is properly designed, there should be no fear of any nuisance being caused to the worshippers in the temple.

4. Re : Dadar-Matunga Estate—plot 727—re-layout.  
( File No. Mis. 825/27. )

Considered the following :—

- (a) Trust Architect's No. 2725, dated 7th October 1927 :—

"I have the honour to forward herewith plans\* for the re-layout of the building area for the above plot coloured red and the original area bounded by yellow line received from the architect as per his letter No. 1016, dated 28th September 1927.

It is proposed to set forward the building area by 4 feet along 30 feet road so as to keep the line of frontage almost the same as those for plots Nos. 728, 729 etc. This is done with a view to gain better facilities for planning. This may be allowed subject to extra rent being paid in proportion to the additional floor area gained except for the whole of the staircase bay encroachments which may be allowed free of rent as is done in other cases.

Also for the convenience of planning, the central room facing 60 feet road and the bay window over the side open space are proposed to be set forward, the former being also intended as a central architectural feature. Extra rent will have also to be paid for these encroachments.

Two other encroachments only for the thickness of walling over the side open space are recommended free of rent."

- (b) Estate Agent's No. 14892 of 17th October 1927 :—

..\* \* \* \* \*

2. The undersigned concurs with the Trust Architect's recommendations.
3. The proposal to set forward the building by 4 feet along 30 feet road, so as to keep the line of frontage continuous with those of the buildings on plots Nos. 728, 729 etc., appears to be unobjectionable as the plot is a corner plot, and may be approved subject to payment of the usual extra ground rent.
4. The set forward abovementioned as also the encroachments proposed on the east and west sides will result in the sanctioned building area being increased from 2,625 sq. feet to 3,006 sq. feet, which is equivalent to an increase of nearly 14½%.
5. The proportionate increase in the original ground rent of Rs. 504 will therefore amount to Rs. 72 per annum which should be charged as extra ground rent.
6. Two other encroachments over the side open space on the north may be allowed free of rent for the reasons mentioned by the Trust Architect."

\* Not printed.

**Resolution 607.**—The proposal to set forward the building area by 4 ft. along the 30 ft. road and the central room facing the 60 ft. road and the bay window over the side open space is approved subject to the payment of an extra ground rent of Rs. 72 per annum.

2. The other encroachments over the side open space should be allowed free of rent.

5. Re : Scheme 32, Agripada Mahar Chawls and Scheme 62—Love Lane Chawls—  
application for concession in rent of the rooms occupied for free reading  
room in.

( File No. Mis. 751/27. )

Considered the following :—

(a) Letter from the Honorary Secretary, Depressed India Association, dated 19th September 1927 :—

“On behalf of the above Association I beg most earnestly to request your goodselves as follows :—

Our Association has two free reading rooms one at Mahar Chawl No. 2, room No. 1, Scheme No. 32, and another at Love Lane Bombay Improvement Trust Chawl No. 2, room No. 21, intended for public as well as Depressed Class generally. Our Association's financial position is much depressed through want of inadequate funds, etc., etc., at present. Can you, therefore, under the circumstances, give an indulgence being a concession given in the case of 'Children's Welfare Society.' I sincerely hope that you will be good enough to place this question before your Committee and give us the necessary concession in rent, etc., etc. Hoping this question will be discussed and sympathetically considered at the next Committee meeting to be held. Hoping to be excused.”

(b) Estate Agent's No. 14760, dated 14th October 1927 :—

“ \* \* \* \* \*

2. This is an application by the Honorary Secretary, Depressed India Association, for a concession in the monthly rents of room No. 1, Block No. 2, Mahar Chawls, and room No. 21, Block 2, Love Lane Chawls, which rooms are used as free reading rooms intended for the public as well as persons of the Depressed Classes.

3. The room in the Love Lane Chawls referred to above was originally taken up by one Mr. S. S. Waghmare for living purposes but of late it has been converted into a library for the use and benefit of persons of the Depressed Classes without the Trust's knowledge and permission. The room still stands in the name of Mr. Waghmare and the rent for the same is being paid by him.

4. In April 1926, an application was received from one Mr. Rukhmaji Jotiba Gaikwad on behalf of the Depressed India Association for a room in the Mahar Chawls to be used by them as a Library and the request was granted on payment of full monthly rent. This room is evidently the same as room No. 1, Block No. 2, Mahar Chawls, referred to in the present applicant's letter.

5. As regards the applicant's reference to concession granted to the Children's Welfare Society, it may be mentioned that the Board, by their Resolution No. 2 of 4th January 1921, agreed to allot 4 rooms in the Mahar Chawls at a nominal rent of Re. 1 per month to the Committee of the Bombay Presidency Infant Welfare Society. The rooms are still in the occupation of the Society—two of them converted into one large room being used as a consulting room and for the distribution of milk to mothers and the remaining two being utilized by the nurse and for office purposes. The concession granted by the Board was

evidently in consideration of the user of the said rooms, which, however, is not the case with the two rooms now applied for by the applicant on behalf of the Depressed India Association.

6. Except that the financial position of the said Association is now said to be unsatisfactory, there appears to be no reason for granting the applicant's request, more especially as under their Resolution No. 51, dated 2nd February 1926, the former Trustees considered a similar request by the President of the Babishkrit Hitakarini Sabha (presumably an institution having common aims and objects as the Depressed India Association) for the allotment of two rooms in the Board's Mahar Chawls for the purposes of a library for the Depressed Classes and decided that the two rooms should be let to the Sabha on payment of full monthly rent. The Sabha took up only one room and is paying the full monthly rent at present.

7. To be consistent, no concession in the rents as applied for, can be allowed and therefore, compliance with the applicant's request cannot be recommended."

**Resolution 608.**—The Honorary Secretary, Depressed India Association, should be informed that it is regretted that the request of the Association cannot be complied with.

6. Re : Sydenham Road Estate Scheme 37—Cases Nos. 165, 180, 185 and 186—arrears of rent.

( File No. Misc. 595/26 ; Ref. C. R. 156/27. )

Considered the following :—

(a) Letter, dated 16th August 1927, from Mr. M. M. H. J. M. Chotani :—

" You are aware that an arrangement was arrived at in August 1926, between the Improvement Trust and myself regarding the payment herein; since that I have paid to the Trust the sum of Rs. 1,550 and a balance of Rs. 3,055-8-9 only remains due.

You are also aware that the amount which is due is not my own personal debt but of some other person who after some time became insolvent,

In these days when the business is at standstill and the money market is tight, it is very difficult to pay the instalment of Rs. 150 per month. In fact, I myself cannot recover my own outstanding from my debtors although I am trying my best to recover the same.

Under the circumstances, I beg to submit that the sum of Rs. 831 lying with you as deposit herein may be appropriated in full settlement of my indebtedness to the Trust.

I hope your goodself will place this request of mine before the Committee for the kind consideration and oblige."

(b) Estate Agent's No. 15014, dated 19th October 1927 :—

" \* \* \* \* \*

2. Mr. Chotani in his letter, dated the 18th August 1926, addressed to the Chief Officer, made certain proposals for liquidation of his indebtedness to the Trust, which were accepted by the Improvements Committee in their Resolution No. 162 of 2nd September 1926 and No. 179 of 16th September 1926.

3. In reply to his above letter, the Trust Solicitors wrote to Mr. Chotani under letter of 29th September 1926, informing him of the passing of the Committee's two Resolutions quoted above and setting out the terms for liquidation of his indebtedness to the Trust, as accepted by the Improvements Committee. A copy\* of the Trust Solicitors' letter aforesaid, embodying these terms is forwarded herewith for information.

4. In accordance with the second term of the arrangement come to, Mr. Chotani paid Rs. 500 to the Trust on the 1st October 1926, but without producing the Promissory Notes referred to in term 3 of the said arrangement.

5. After several reminders were sent to Mr. Chotani, he wrote to the Trust Solicitors on 16th March 1927, that one sub-tenant had become an insolvent and that under the circumstances the Promissory Note from him would not be of any use. As regards the other sub-tenants, who were the Trustees of the Jamatkhana, (Case No. 180—Scheme 37), he said that he was trying to get the required Promissory Note from them.

6. As the Promissory Notes were not forthcoming, the Chief Officer made a report under his note, dated 16th March 1927, to the Improvements Committee, setting out the position of the case as it then stood. The said report was recorded by the Committee under their Resolution No. 156 of 24th March 1927.

7. After about a dozen reminders were addressed to Mr. Chotani, subsequent to the payment of Rs. 500 mentioned above, he forwarded one Promissory Note on the 22nd March 1927, for Rs. 900 made out by the sub-tenants of the Jamatkhana in his favour and endorsed by him in favour of the Trust; but he could not obtain and send the Promissory Note from his other sub-tenant because he had become an insolvent. For the balance due, Mr. Chotani proposed to send his own Promissory Note.

8. As Mr. Chotani's financial stability was weak, the Trust Solicitors, under instructions from this Department wrote to him on 7th April 1927 and insisted upon his getting a respectable and responsible person to either pass a Promissory Note in his favour for the balance of the amount, to be endorsed by him in favour of the Trust, or in the alternative to enter into a guarantee deed with the Trust for the said amount. This requisition has not yet been complied with.

9. In his letter of 16th March 1927, Mr. Chotani had made a proposal that the amount of his deposits lying with the Trust, which, he then believed, amounted to Rs. 606, should be credited against his indebtedness. In reply Mr. Chotani was informed that he would be given credit for Rs. 831 which was the aggregate amount of the deposits lying with the Trust, being Rs. 225 in respect of Case 180 and Rs. 606 for Case 185-186 but that it would not be taken towards the payment of the monthly instalments he had to pay.

10. Mr. Chotani has paid all the instalments upto and including the month of May 1927, *i. e.*, in all Rs. 1,550, but has failed to pay further instalments due since then, in spite of about half a dozen reminders sent to him, with the result that the balance remaining unpaid amounts to Rs. 3,035-8-9.

11. Allowing Mr. Chotani credit for the amount of deposit of Rs. 831 mentioned above, the balance of Rs. 2,224-8-9 still remains to be recovered from him.

12. Mr. Chotani in his letter of the 16th August last to the Chief Officer expresses his entire inability to meet his remaining liabilities on account of business being at a standstill and the money market being tight, and he, therefore requests that the sum of Rs. 831, lying with the Trust as deposit may be appropriated and accepted as a final settlement of all his indebtedness to the Trust.

13. The Trust hold a Promissory Note of Rs. 900 made out in their favour, the amount whereof will have to be recovered by a Suit in the Small Causes Court. Circumstanced as Mr. Chotani is at present, it is a question whether the Trust will succeed in getting out from him anything more than the amount of the above Promissory Note, towards the liquidation of his debts to the Trust and whether it is advisable for the Board to incur the expenses of a Suit in the High Court to obtain a decree against him.

14. If the Improvements Committee are disinclined to entertain the request made by Mr. Chotani or to give him any further time for payment of arrears, then the only course, according to the Trust Solicitors, is to file a suit in the High Court against Mr. Chotani for the whole of the balance due (Rs. 2,224-8-9) and in the same suit join the sub-tenants of the Jamatkhana as party defendants, claiming for a decree against them for the sum of Rs. 900 in respect of the Promissory Note given by them.

15. It is not possible to file two separate suits in the Small Causes Court, one for the Promissory Note of Rs. 900 and the other for the balance of Rs. 1,324-8-9, because, as pointed out by the Trust Solicitors, the Promissory Note of Rs. 900 is a part of the whole debt due, *viz.*, Rs. 2,224-8-9 and therefore, constitutes one cause of action and cannot be split up into two parts and two separate actions taken thereon simultaneously.

16. With a view to keeping down the legal costs as low as possible and to enable the Trust to file a suit in the Small Causes Court, it is suggested by the Trust Solicitors, that the Trust should give up the sum of Rs. 224-8-9 of the balance of Rs. 2,224-8-9 remaining due, after giving credit for Rs. 831 and file a suit for Rs. 2,000 only, which is the extent of the jurisdiction of the Small Causes Court.

17. It is requested that this matter may be placed before the Committee for favour of instructions as to whether Mr. Chotani's request made in his letter of 16th August 1927, to the Chief Officer, quoted above, should be granted for the reasons mentioned therein, or whether a suit should be filed in the High Court against Mr. Chotani and his sub-tenants for the whole balance due amounting to Rs. 2,224-8-9 or, in Small Causes Court, as suggested by the Trust Solicitors, by foregoing Rs. 224-8-9 in order to come within the limit of the jurisdiction of that Court."

**Resolution 609.**—Referred to the Land Sub-Committee for consideration and report.

2. Sir Vasant Rao should be invited to attend the meeting of the Sub-Committee and to place his views before it.

7. Re: Dadar-Matunga, Scheme 5—case No. 505—lease of, in perpetuity—sanction for.

( File No. Misc. 51/26. Ref C. R. 99/27. )

Considered the following :—

(a) Estate Agent's No. 14425 dated 10th October 1927 :—

"I have the honour to state that the property in the above Case which is a temple property, abutting on Old Matunga Road, has already been acquired by an amicable settlement which was effected after protracted and lengthy negotiations, on certain terms and conditions sanctioned by the Improvements Committee, and detailed in the preamble to their Resolution No. 99 of 22nd February 1927. One of the conditions is that the Board should lease, to the temple authorities, for 999 years and at a nominal rent of Rs. 1/—per annum, a plot of Trust's land so laid out as to include therein the site of the temple.

2. The claimant's engineers now request, by their letter of 27th June 1927, that instead of preparing a lease for 999 years, a perpetual lease may be granted to their client, as was done by the Board in the case of another temple property which belonged to one Bai Godavaribai, widow of the late Dosa Gopal and which was acquired, also by an amicable arrangement, through the Land Acquisition Officer under his Case Nos. 4, 6 & 535 of Scheme 5 and 30, 35 & 35A of Scheme 6.

3. This latter case differs in one respect from the case now under consideration. The negotiations for settlement with Bai Godavaribai stipulated and provided for, from the very beginning, the grant of a perpetual lease, whereas in the case of the claimant herein, the settlement arrived at provided for a lease of 999 years. The request now made by the claimant seems to be an after-thought as it is made long after the terms of settlement in his case were sanctioned by the Committee and confirmed by him before the Land Acquisition Officer, who, it may be observed, has already made his award and paid compensation money to the claimant, in accordance with the said terms of settlement.

4. The Trust Solicitors who have been consulted in the matter, owing to the proposed variation in the terms of settlement sanctioned by the Committee, are of opinion that the claimant's desire to have a lease in perpetuity is purely sentimental and can be met, if the Committee are not disinclined to do so, because it is possible to grant a perpetual lease without sacrificing any of the Board's rights to enforce the various covenants to be embodied in the lease.

5. Having regard to the religious nature and user of the property, and in view of the Trust Solicitors' opinion, the claimant's request may well be acceded to. If you approve of the proposal, I request the favour of your obtaining the Improvements Committee's sanction thereto since there is no legal objection to it."

(b) Chief Officer's note, dated 11th October 1927:—

"I see no objection to granting the lease in perpetuity."

**Resolution 610.**—A lease in perpetuity may be granted to the claimant as recommended by the Chief Officer.

8. Re: Sandhurst Road East Estate—plots 36/37—herbside petrol tank and pump on sanction for.

(File No. Misc. 842/27).

Considered the following:—

(a) Trust Architect's No. 2810, dated 18th October 1927:—

"I have the honour to forward herewith plans\* submitted by Messrs. The Asiatic Petroleum Co. (India) Ltd., on behalf of Mr. Vazir Haji, the lessee of the above plots, showing the installation of the proposed underground petrol tank and pump.

It is necessary that the petrol pump should be on the south of the passage at the position marked "A" in red in order to avoid any obstruction to the traffic passing the tram shelter opposite. The representative of the Asiatic Petroleum Co. Ltd. has seen the undersigned in the matter and has agreed to the proposed altered position of the pump.

The plans may be approved subject to:—

- I. Municipal sanction being obtained, and
- II. Petrol pump being shifted to the position marked 'A' in red."

(b) Estate Agent's No. 15265, dated 22nd October 1927:—

\*\* \* \* \* \*

2. The undersigned concurs with the remarks of the Trust Architect.

3. It is recommended that the necessary permission may be granted subject to a license revocable at the will of the Board being granted—the cost of the same to be borne by the lessee—and on condition that the lessee obtains Municipal sanction to the proposal and pays a rent of Rs. 10 per month for the tank and a like amount per mensem for the pump as long as the footpath is in charge of the Trust."

**Resolution 611.**—A license revocable at the will of the Board should be granted to the lessee permitting the erection of the proposed petrol tank and pump on the following conditions:—

1. The lessee should obtain Municipal sanction to the installation.

2. The lessee should pay a rent of Rs. 10 per month each for the tank and the pump, so long as the footpath is in charge of the Trust.
  3. The pump should be shifted to the position marked 'A' in red on the plan.
  4. The lessee should pay the cost of the necessary license.
9. Re : Dadar-Matunga North Estate—plots 99 to 113, and 121 to 125—insertion in the draft agreement with Mahomed Haji Saboo Sidick Institution, of a covenant relieving from personal liability any Trustee who ceases to act as such because of retirement.

( File No. Mis. 851/27. Ref. C. R. 52/26. )

Considered Estate Agent's No. 15680, dated 2nd November 1927 :—

"With reference to the old Trustees' Resolution No. 36 dated the 27th January 1925, I have the honour to inform you that the draft agreement herein was prepared and sent to the building tenants' solicitors for approval and the same has now been returned by them approved with some alterations.

2. The present Trustees of the Mahomed Haji Saboo Sidick Institution are Mr. A. M. Kajiji, Sir Purshotamdas Thakordas, Mr. K. B. Marzban, Mr. M. R. Jaykar, Khan Bahadur Hakim Mahomed Dayam, Hon. Mr. Sheriff Dewji Kanji, Sir Currimbhoy Ebrahim, Mr. Fakirji Edalji Bharucha and Mr. Abubakar Abdulrehman Begmahomed, who do not desire to covenant in their personal capacity. There is no objection subject to the insertion in the draft agreement of a covenant to relieving any one of them of personal liability should he cease to act as a trustee, on another person approved by the Board being appointed in the place of such retiring trustee, similar to the covenant contained in the lease of the Willingdon Sports Club provided that a covenant is also inserted restricting assignments without license.

3. I have therefore to request the favour of your obtaining the Improvement Committee's sanction to the incorporation in the draft agreement of a covenant as aforesaid."

**Resolution 612.**—Sanction is accorded to the incorporation in the draft agreement of a covenant as suggested by the Estate Agent.

10. Re : Schemes 57 (Sewri-Wadala)—6 (Sion Matunga)—5 (Dadar-Matunga), and 60 (Naigaum)—Unauthorized buffalo stables in.

( File No. Mis. 721/27. C. R. No. 492, dated 30-8-1927. )

Considered Chief Officer's Report, dated 31st October 1927 :—

"A statement showing all the structures used as buffalo stables in Schemes 57, (Sewri-Wadala), 6, 5 and 60 is given below :—

Scheme No.	Case No.	Number of Buffaloes.	Sheds or Buildings.
57	810	4	Shed.
6	239	2	Shed.
6	1020	6	Building.
6	989	2	Building.
6	851	2	Shed.
5	...	...	.....
60	...	...	.....

2. In all the above cases, the structures were being used as buffalo stables prior to the date of their acquisition by the Trust and the user is still being continued without any objection from the Trust.

3. No lessee who has taken the lease of a plot for a temporary structure has changed the user and turned it into a buffalo stable in the above Schemes."

**Resolution 613.**—The Chief Officer's report should be recorded.

11. Re : Scheme No. 37 (Sydenham Road)—Case No. 114—Suit Nos. 288/6970 of 1927, and 19148 of 1926—497/11197 of 1927—settlement.

( File No. Mis. 431/27. )

Considered the following :—

(a) Estate Agent's No. 15374, dated 27th October 1927 :—

"I have the honour to report that a plot of land on Sydenham Road admeasuring about 224 sq. yards and comprised in the above case was let for temporary occupation to one Mr. Abubakar Ebrahim for a period of 3 years commencing from 13th June 1925 at a monthly rent of Rs. 121. The tenant was put in possession of the land on 12th June 1925 and towards the end of July he erected a shed containing 9 shops and sublet the same.

2. Soon after the sub-tenants occupied the said shops, the Municipality started excavations for the construction of an Ovoid Sewer underneath the road in front of the plot in question and threw up the spoil in large heaps almost to the height of the shed, at various places in front of the shops, thus shutting them out from view of the customers. Moreover blasting operations required for the work, which were also commenced at that time, threw up huge stones and brick-bats all over the place, endangering the safety of the shopkeepers and their customers. The shopkeepers therefore began to lose customers and complained to the owner of the shed. They refused to pay their rents and some of them vacated their shops, with the result that the tenant suffered heavy loss. All this while, the excavation works were carried on with vigour which rendered the demised land more or less unsafe for use and occupation.

3. The tenant paid rent for some time and then ran into arrears for the reasons stated above. A suit was, therefore, filed for the recovery of arrears from 13th February to 12th July 1926 amounting to Rs. 605 and the case appeared on the board of the learned judge Mr. Chitre. The tenant contended that he had suffered heavy damages on account of the excavations and blasting operations carried out by the Bombay Municipality and urged that as the Bombay Municipality and the Improvement Trust were one body, his claim for damage should also be considered along with the Board's claim in this suit. The Trust rejoined that the blasting operations were carried on by the Municipality and that it was open to the tenant to file a separate suit against that body. It was further pointed out that the Municipality and the Trust were quite two distinct entities and that therefore the question of damages sustained by the tenant could not and should not be considered in the suit under hearing. The learned judge however seemed to be inclined to the view that the Trust and the Municipality were practically one body, as the former was entirely under the control of the latter and believed that the liability of one body could be set off against that of the other. He, however, adjourned the case to enable both sides to argue out the point before him.

4. The question involved was an important one. If the view held by the learned judge was allowed to prevail, it would have had a far-reaching effect against the Trust's interests and it was therefore deemed advisable to engage our Solicitors with the Trust Pleader for contesting that view. Accordingly the matter was argued in the Court by the Trust Solicitors and after hearing elaborate arguments on both sides the learned judge directed the Defendant to file a separate suit against the Trust and the Municipality for the damages alleged to have been suffered by him and held over the hearing of the pending.



suit till the 23rd March 1927. In accordance with the suggestion made by the judge, the defendant's pleader filed a cross suit against the Improvement Trust and the Municipal Commissioner in the Small Causes Court, being Suit No. 288/6970 of 1927, claiming damages amounting to Rs. 2,000. The date of the hearing of this cross suit was also, on the defendant's application, fixed for hearing before the same judge on 23rd March 1927.

5. Having regard to the views held by the judge, the Trust Solicitors were rather doubtful about the result of the suit for damages filed by the tenant. They therefore considered that it would be in the interest of the Trust to have the suit for damage transferred to the High Court. Accordingly that suit was transferred to the High Court and thereafter the suit filed by the Trust against the tenant for the recovery of arrears of rents was proceeded with and the judge ordered the defendant to deposit in the Court the amount claimed in the suit with costs minus the amount of Rs. 121 paid by him to the Trust after the filing of the suit and then postponed the case *sine die* for final orders pending disposal of the suit for damage filed by the tenant against the Trust and the Municipality and transferred to the High Court. Pursuant to this order, a sum of Rs. 546-3-0 was deposited in the Court by the tenant.

6. In the meanwhile, the defendant ran into further arrears of rent and so a demand notice was sent to him. Failing compliance therewith, a suit for a further claim amounting to Rs. 1,089 for the arrears due from 13th July 1926 to 12th April 1927 was filed against him under No. 497/11197 of 1927. The date of the hearing of this second suit has been fixed for the 21st November 1927.

7. After the filing of the above second suit, the defendant opened negotiations for an amicable settlement through his solicitors Messrs. Dayalji and Dipchand who in their letter, dated 13th April 1927 (copy annexed\*) offered certain terms with a view to compromising this case—the principal term being that if the Trust admitted their client's claim for damages to the extent of Rs. 1,450 which in other words meant a rebate of twelve months' rent, he would pay up all arrears of rents due to the Trust and withdraw his suit in the High Court for damage on the understanding that each party bore its own costs.

8. The matter was thereupon referred to the Trust Solicitors and their advice sought as several legal issues were involved in this case. They gave their opinion that as a business matter it would be well to settle on some such terms as those proposed on behalf of the tenant because they considered that even if the plaintiff's suit was dismissed with costs, the costs not recoverable from him, might very possibly be not much less than Rs. 1,000, which amount, it was then believed, would not be unacceptable to the plaintiff in full satisfaction of his claim for damages. The Trust Solicitors at the same time pointed out that as a matter of law, they could not advise that the Trust case was anything but sound, and although they suggested that it would be better business to settle the case than to fight it, they could not but feel that the Trust should not accept the sole responsibility of settling until they were satisfied that the plaintiff had in fact no claim against the Municipality. The Solicitors therefore advised the Trust to get into communication with the Municipal Department concerned.

9. Accordingly the Executive Engineer, Drainage, Bombay Municipality, was requested to state what steps the Municipality had taken or were contemplating for the defence of this suit—they being co-defendants with the Trust. He was further requested to express his views regarding the proposal for amicable settlement made to the Trust by the plaintiff. It was also pointed out to the Drainage Engineer that it would be possible to settle the suit on terms which would cost the defendants (the Trust and the Municipality) less than it would in contesting the case even if the plaintiff ultimately lost.

10. In the meanwhile, the plaintiff had another interview with the Estate Agent which was followed by a letter from his attorneys, dated the 2nd May 1927, in which they somewhat modified their former proposal and offered that on the Improvement Trust giving up their claim for rents for 9 months amounting in all Rs. 1,089 their client would withdraw the suit pending in the High Court—each party bearing its own costs.

\*Not printed.

11. The Executive Engineer, Drainage, referred the matter to the Municipal contractor who was in charge of the work of the construction of the Ovoid Sewer, in accordance with the agreement entered into between him and the Municipality. After some correspondence, the contractor agreed to pay half the amount of the loss the Board had to put up with, *viz.*, Rs. 544-8-0 (being half the amount of 9 months' rent) and Rs. 212-8-0 being half the cost incurred by the Trust after the Municipality were made a party to the suit.

12. The final terms as revised and agreed upon by the Trust and the tenant are detailed as under :—

- (1) That Suit No. 288/6970 of 1927, filed by the tenant in the Small Causes Court for damages sustained by him and got transferred by the Trust in the High Court should be allowed to be dismissed by both the Trust and the Municipality, each party bearing its own costs,—the Trust agreeing to pay to the tenant a sum of Rs. 1,089 for damages in full satisfaction of the amount of Rs. 2,000 claimed by him in the said suit.
- (2) That the sum of Rs. 400/- stated to have been deposited by the Trust in the High Court in the said Suit No. 288/6970 of 1927 should be withdrawn by the Trust.
- (3) That in Suit No. 19148 of 1926 filed in the Small Causes Court, the amount deposited by the tenant as per order made by the Judge should be withdrawn by the Trust.
- (4) That the tenant agrees to pay (a) the full amount claimed by the Trust in Suit No. 497/11197 of 1927 being the amount of rent for the period from 13th July 1926 to 12th April 1927 and in addition (b) Rs. 51-11-6 being half the cost of the suit.
- (5) That the tenant agrees to pay further arrears of rent from 12th April 1927 upto the date of payment.
- (6) That on the above terms being sanctioned by the Improvements Committee, the tenant agrees to send a cheque for the amount due to the Trust after adjusting all the items mentioned above.

13. By the proposed terms of settlement, the Board will have to bear a loss of Rs. 544-8-0 (equal to 4½ months' rent only) plus the Trust Solicitors' cost of about Rs. 250, in all about Rs. 800/-. On the other hand, there is the risk of litigation and heavy legal expenses in contesting the Suit in the High Court and it is a matter for consideration whether or not the suit should be compromised on the terms mentioned above. The Trust Solicitors are of opinion that from a business point of view it would be advantageous to settle the case on the terms offered which in their opinion are fair and reasonable.

14. The proposed settlement will put a stop to further litigation and expense and the Trust, with a comparatively small loss, in shape of compensation to be paid for damage, will recover all arrears of rent due by the tenant.

15. In the above circumstances, it is recommended that the case be compromised on the terms set out in para 12 hereinabove."

(b) Chief Officer's note, dated 31st October 1927.:—

"I agree that it would be advisable to settle the suit on the terms set out in the Estate Agent's report."

**Resolution 614.**—The case should be compromised on the terms set out in para 12 of the Estate Agent's letter.

12. Re : Dadar-Matunga—plot 748—benefit of agreement—transfer of.

( File No. Mis. 858/27. Ref. C. R. 214/27. )

Considered Estate Agent's No. 15766, dated 3rd November 1927 :—

"Herewith I have the honour to forward a copy (printed below) of a letter dated the 11th ultimo, with its accompaniment from Gajanan Sakharam Gupte, the building tenant of the above plot applying for the Trust's permission to transfer his rights in the building agreement thereof to Messrs. Rustomji Jamasji Mistry, Sorabji Jamasji Mistry and Ratanji Rustomji Mistry.

2. The plot admeasures 506 sq. yards and was let to the building tenant at a rent based on  $4\frac{1}{2}\%$  on Rs. 9 per sq. yard per annum upto the 10th May 1931 and at 6% on Rs. 9 during the remainder of the said term, *vide* old Trustees' Resolution No. 178, dated the 28th April 1925.

3. Possession was given to the building tenant on the 15th May 1925 and the extended building period of 30 months expires on the 15th November 1927, *vide* Improvements Committee's Resolution No. 214, dated the 12th April 1927. Building plans\* were passed on 12th September 1925 but no building work has yet been commenced.

4. The ultimate yearly ground rent is Rs. 272. Rent commenced to accrue to the Board on the 16th May 1925 and the same is not in arrear.

5. No consideration money is passing between the parties.

6. It is therefore suggested that the present proposal to transfer this plot should be allowed on the usual terms *viz.* :—

(a) The building tenant to execute a legal surrender of the existing agreement and to pay the costs of the same and of the new agreement, and also ground rent upto the date of the surrender, and

(b) the new tenant to make the usual deposits in cash and securities and to sign the new agreement and undertake to complete the building within a further extended building period of 18 months expiring on the 15th May 1929."

*Copy of letter referred to in para 1 above :—*

"Your letter of 10th October 1927 in the above matter.

I enclose herewith a copy of letter from Messrs. Mistri, who have agreed to take over my plot."

*Copy of accompaniment referred to in the above accompaniment :—*

"Arab Lane, Corner of Grant Road.

Bombay, 10th October 1927.

From

Rustomji Jamasji Mistry,  
Sorabji Jamasji Mistry, and  
Ratanji Rustomji Mistry.

To

G. S. Gupte, Esqr., B.A., L.C.E.,

Dear Sir,

Re : *Dadar-Matunga Estate Plot No. 748.*

We agree to take over your plot No. 748 on the following conditions :—

- (1) We agree to return the deposit paid by you to the Bombay Improvement Trust Rs. 500 plus Rs. 600=Rs. 1,100 less any expenses actually incurred by them.

- (2) The said deposit less expenditure actually incurred referred to above should be transferred by the Trust to our names.
- (3) We agree to pay the Trust the ground rent agreed to by you viz. Rs. 152 per annum upto 10th May 1928, Rs. 204 upto 10th May 1931 and Rs. 272 thereafter.
- (4) We agree to all other conditions set out in the agreement, dated 18th June 1925 between you and the Trust.

Yours faithfully,

(Sd.) Rustomji Jamasji Mistry.

(Sd.) Sorabji Jamasji Mistry.

(Sd.) Ratanji Rustomji Mistry."

**Resolution 615.**—The proposed transfer is sanctioned subject to the conditions contained in para 6 of the Estate Agent's No. 15766, dated 3rd November 1927.

13. Re: Schedule C lands—plots Nos. 12B and 12C—removal of, from the Schedule and exchanged for other land scored red and coloured green on the deposited plan R.

( File No. Mis. 855/27. )

Considered the following :—

(a) Estate Agent's No. 15801, dated 3rd November 1927 :—

"I have the honour to state that under a retention agreement, dated 10th July 1914, the plots B and C admeasuring 861 square yards shown on the Deposited Plan\* R—plots 12A to 12E, coloured red were agreed to be leased to Mr. Merwanji Dadabhoy Dhanjibhoy for a term of ninety-nine years at a yearly rent of Rs. 388.

2. The said pieces of land are vested in the Board by Sub-section (1) of section 79 of the Transfer Act of 1925.

3. The Board have agreed to use their best endeavours to convey the said pieces of land to Mr. Merwanji Dadabhoy Dhanjibhoy. Mr. Merwanji is now anxious to obtain a conveyance of these two blocks instead of a lease in order to secure a satisfactory development of his property.

4. The Collector of Bombay was asked as to whether the plots B and C coloured red on the plan can be removed from the Schedule and the plot scored red and coloured green be transferred in their stead. He has agreed to the proposed exchange.

5. The combined area of plots B and C is 861 sq. yards and that of plot scored red coloured green has also the same area of 861 sq. yards.

6. Under the circumstances the Improvements Committee's sanction may please be obtained to the removal of the two plots from the schedule and to the inclusion of the land coloured green in the Schedule in their place."

\* Not printed.

(b) Chief Officer's note, dated 4th November 1927 :—

"I recommend the proposed exchange which can be carried out under Section 79(2)(7) of the Act."

**Resolution 616.**—The proposed exchange is approved as recommended by the Chief Officer and the sanction of Government should be obtained thereto under Section 79(7) of the Act.

14. Re : Electric Supply to "Shoostri Imambara" at Memonwada Road—request by the B. E. S. & T. Co. Ltd., for permission to lay a service cable in the compound of Trust's Imamwada Chawls.

( File No. Mis. 854/27. )

Considered Estate Agent's No. 15800, dated 3rd November 1927 :—

"I have the honour to forward herewith a copy of application, dated 26th August 1927 with plan\*, received from the Chief Engineer, B. E. S. & T. Co., Ltd., requesting permission to lay a service cable in the compound of the Trust's Imamwada Chawls for the purpose of supplying electric power to the above premises and to suggest that a revocable license to lay the cable may be granted to the Company on the following usual conditions which have already been accepted by them :—

- (1) That the work is carried out and maintained to the satisfaction of the Government Electric Inspector.
- (2) That the ground is to be restored and maintained to the satisfaction of the Engineer of the Trust when laying, repairing or removing the cable.
- (3) That no sewers or drains are to be interfered with.
- (4) That any damage that may be caused to the Trust property or to that of their lessees by the operations of the Company, should be made good at the cost of the Company.
- (5) That a nominal rent of Re. 1 per annum be paid in advance to the Board.
- (6) That the cable is to be removed at any time on three months' notice from the Board.
- (7) That the cost of the necessary Deed of License is to be paid by the Company.

2. If the above suggestion meets with the Chief Officer's approval, it is requested that the Improvements Committee's sanction may please be obtained to grant a revocable license to the Company subject to the conditions mentioned above.

3. It may here be mentioned that the matter was referred to the Trust Engineer who reports that there is no objection to the proposed service cable being laid."

**Resolution 617.**—A license revocable at the will of the Board should be granted to the B. E. S. & T. Co., Ltd., permitting the laying of the proposed cable subject to the conditions mentioned in para 1 of the Estate Agent's No. 15800, dated 3rd November 1927.

\* Not printed.

15. Re : Scheme 37, Sydenham Road Estate—lighting arrangements of Sydenham Road, portion included between Sandhurst Road and Masjid, Bunder Road.

Considered Engineer's No. 9030, dated 13th September 1927 :—

“ In connection with the above lighting arrangements, I have to state that as we are making arrangements with the Municipality to take over the abovementioned section of the Road, the Tramway Company were requested to send in their quotation, which has been received (copy attached). The Tramway Company's quotation was forwarded to the Executive Engineer, Bombay Municipality who has agreed to the same.

I have, therefore, to request the favour of your obtaining Committee's sanction to the same.”

**The Bombay Electric Supply and Tramway Company, Limited**  
*Detail of Lighting Scheme for Sydenham Road*

Lamps.		Lanterns.				Bracket.	Illumination in ft. Candles.		Rate per lamp.	Total Capital Cost.	Maintenance charges per annum.	
No.	Wattage.	Make.	Type.	Mounted Height.	Average Spacing.		Maximum.	Minimum.			Per lamp.	Total.
16	300	Holoplane ...	Symmetrical bowl.	25'	135'	Type A	56	12	Rs. 220	Rs. 3,520	Rs. 230	Rs. 3,680

Rs.

Total Capital Cost ... .. 3,520

Total Maintenance Charges per annum ... .. 3,680

( 'All Night' Lighting. )"

MEETING OF THE IMPROVEMENTS COMMITTEE OF 8TH NOVEMBER 1927.

**Resolution 618.**—The quotation of the Tramway Company is approved.

16. **Re : Member of Committee—Mr. K. F. Nariman, B.A., LL.B.,—application for leave of absence from meetings.**

( File No. Misc. 834/27. )

Considered letter, dated 20th October 1927, from Mr. K. F. Nariman:—

“ I regret that for some time past I have not been able to attend the Committee's meetings as my case in the Police Court is fixed for hearing on every Tuesday. As the said case is likely to continue for some time more, I hope the Committee will grant leave for absence till the case is over.

Hoping to be excused for the trouble. ”

**Resolution 619.**—The permission asked for is granted.

17. **Re : Sale of Surplus Portable Steam Engines.**

( File No. Mis. 873/27. )

Considered the following :—

(a) Engineer's No. 10085, dated 13th October 1927 :—

“ I have the honour to report that as the moffussil ginning and pressing season is approaching, a short advertisement was given in the local English and Vernacular dailies, inviting offers for the surplus Portable Steam Engines available for sale. The demand for these however appears to be only fair, taking into consideration the actual offers received as compared with the inquiries. Setting aside the ridiculous offers made, I have to request the favour of your sanction to dispose of the following Portables at the prices shown below against the respective items, provided the Engines are finally approved by the customers after inspecting and testing the same. These prices appear to be reasonable, having regard to the present position of the market for second-hand machinery and the fact that the purchasers have to take delivery of the engines wherever they are located at present—

Boiler Reg. No.	Description.	No.	Offer received from.	Amount offered, per each.
4414 to 4417	Marshall's, Single Cylr. I.H.P. 40, Working Pressure 120 lbs. per sq. inch.	2 out of the four.	M/s. Wm. Laws & Co., Ltd., Bombay.	Rs. 2,800
800	Marshall's Twin Cylr. I.H.P. 48, Working Pressure 120 lbs. per sq. inch.	1	M/s. Loyal Bros. & Co., Bezwada.	Rs. 2,250



As regards the offer for two Single Cylinder Engines received through Messrs. Wm. Laws and Co., Ltd., I have to point out that 5 per cent Commission will have to be paid to the Agents on completion of the sale transaction and payment of the sale proceeds into the office of the Chief Accountant."

(b) Engineer's No. 10684, dated 2nd November 1927 :—

"In continuation of this office No. 10085, dated 13th October 1927, I have the honour to state that I have further received a definite offer of Rs. 2,800 less 5 per cent. commission, from Mr. Ranchhodas Dharshi, 14 Hamam Street, Fort, for one of the Marshall's Single Cylinder Portable Engines, I. H. P. 40, Working Pressure 120 lbs. per sq. inch, No. 4414 to 4417, and I have to request the favour of your sanction to accept the same.

The above offer is subject to the usual condition that the engine selected is finally approved by the purchaser after inspecting and testing the same and the delivery is to be taken by him where it lies at present.

The original cost of the engine is Rs. 3,692-13-7 each, the date of purchase being February 1920, as already reported in this office No. 10459, dated 27th October 1927."

(c) Chief Accountant's note, dated 3rd November 1927 :—

"The original price of the Single Cylinder is Rs. 3,692 each and the present value of each of these boilers is Rs. 1,970 while the rate offered is Rs. 2,800 each.

The original price of the Twin Cylinder is Rs. 5,000. The present value is Rs. 2,669 and the rate offered is Rs. 2,250, i. e., Rs. 419 less.

(d) Chief Officer's note, dated 3rd November 1927 :—

"I recommend that the engines be disposed of at the prices offered. The 'present value' is original cost less depreciation on the assumption that the engines have a life of 15 years."

**Resolution 620.**—The offers for the three single cylinder and one twin cylinder engines are accepted.

18. Re : Sale of 2 lorries and dismantling of 4 lorries and utilising the parts available for the other one-tonners at present in use.

( File No. Mis. 673/27. )

Considered Engineer's No. 9079, dated 15th September 1927 :—

"I have to request a reference to Committee's Resolution No. 458 of 9th August 1927, accepting offer for sale of two one-ton lorries at Rs. 325 each and to state that subsequent offers for the sale of one-tonners have been received, the maximum of which is Rs. 340 for lorry No. 3051 which is the best of the lot. It appears to me that instead of allowing lorries to be sold off at such low prices it would be far more economical to dismantle these lorries

and utilize the parts available therefrom for the maintenance of the other one-tonners which are in use at present. For this purpose, I propose to dismantle 4 of the one-tonners (Nos. 2329, 2333, 2340 and 2344) such as would not fetch much as the same have worn out and depreciated considerably whereas for the remaining two (Nos. 3051 and 3052) which are in tolerably good condition, on receipt of your sanction, offers will be invited for sale from would-be tenderers."

**Resolution 621.**—The proposal made by the Engineer is approved.

19. Re: Estates & Valuation Department—Estate Agent's Imprest.

Considered Chief Officer's note dated 31st October 1927 :—

"In 1920, the Land Manager was given an imprest of Rs. 1000 to meet contingent and other expenses. In 1923, this imprest was increased with the sanction of the Board to Rs. 3000/- to enable the Land Manager to meet charges on account of filing suits for recovery of rents and for ejectment, for a period of 6 months in the first instance. The period was subsequently extended from time to time and the last sanction expired on the 27th July last. The Estate Agent applies for a further extension of one year, as several suits for the recovery of rents and suits in ejectment have yet to be filed against the recalcitrant tenants in the Board's Chawls and acquired properties.

The extension of the period is recommended."

**Resolution 622.**—Sanction is accorded to the proposed extension of the period.

20. Re: Report of financial transactions in September 1927.

Considered Chief Accountant's note dated 15th October 1927 :—

"Investment of Sinking Fund Moneys.—5% Bombay Improvement Trust debentures of the nominal value of Rs. 93,500/- of the Rs. 40 lakhs loan of 1919 were transferred (at par) from General Investment Account to the Sinking Fund Investment Account."

**Resolution 623.**—Recorded.

21. Re: Establishment—Secretary's Department—Mr. K. H. Mistri, clerk—advance of Rs. 280 from Provident Fund to.

Considered Chief Accountant's note dated 20th October 1927 :—

"Mr. K. H. Mistri, a junior clerk in my Department, applies for an advance of Rs. 300/- from his Provident Fund Subscriptions to enable him to clear off the debt which he had to incur on account of his sister's mental debility and requests that the outstanding amount of his last advance may be deducted therefrom. He has produced a medical certificate in support of his application.

Mr. Mistri joined the Trust service on 2nd May 1921 and his present pay is Rs. 105/- plus War Allowance of Rs. 20/-. He has had the following advances from his Provident Fund Subscriptions :—

1st Advance of Rs. 150 paid in July 1925 and repaid in full in July 1926.

2nd Advance of Rs. 200 paid in July 1926, out of which a sum of Rs. 50/- is still outstanding.

A sum of Rs. 561-3-5 stands to his credit in the Provident Fund Account as his own subscription and interest thereon and an advance of Rs. 280/- is thus admissible to him subject to its recovery being effected in 20 monthly instalments.

As the last advance has not been repaid, the sanction of the Improvements Committee would be necessary to the grant of the advance of Rs. 280. If the advance is sanctioned, Rs. 50/- outstanding against the last advance will be deducted therefrom."

**Resolution 624.**—Sanction is accorded to the grant to Mr. Mistri of an advance of Rs. 280/-out of his Provident Fund Account.

2. The amount of Rs. 50/-outstanding against the last advance should be deducted from the advance.
3. The advance should be repaid in 20 monthly equal instalments.

**22.** Re : Establishment—Engineer's Department—Mr. Chandulal M. Shah—overseer—  
resignation by and application for leave due from 1st November 1927—  
abolition of post —sanction for.

(File No. E. L. 217/27.)

Considered Chief Officer's note dated 2nd November 1927:—

"Mr. Chandulal M. Shah, an overseer on the permanent establishment in the Engineer's Department applies for resignation from 1st November 1927 and all leave due to him.

Mr. Shah is an overseer on Rs. 190 (in the grade of Rs. 100-200) plus Rs. 20 War Allowance. He joined the Trust service on 7th September 1922.

His resignation will be accepted by me under Sec. 111 (2) of the Act. But the sanction of the Committee is required to the abolition of the post as from the date of the expiry of the leave. As his post is proposed to be abolished, he will be entitled to privilege leave for 1 month and 24 days combined with furlough for 3 months and 6 days under the orders contained in Trustees' Resolution No. 68 dated 20th February 1925."

**Resolution 625.**—Mr. C. M. Shah should be granted privilege leave for a month and 24 days combined with furlough for 3 months and 6 days and his post should be abolished with effect from the date of the expiry of the leave.

**23.** Re : Establishment—Engineer's Department—Mr. H. M. Abhyankar—Senior  
Asst. Engineer—to pass the efficiency bar—in the grade of  
Rs. 650-50-1200—efficiency bar at Rs. 800.

(File No. E. B. 952/27.)

Considered the following :—

(a) Chief Accountant's note, dated 31st October 1927:—

"The Engineer submits an increment certificate recommending the grant of Rs. 850/- to Mr. Abhyankar, Senior Assistant Engineer, with effect from 1st October 1927.

There are 3 Senior Assistant Engineers, viz. (1) Mr. Baria, (2) Mr. Abhyankar and (3) Mr. Engineer. In Committee's Resolution No. 81 dated 8th February 1927, it is stated that the holders of two of these posts shall be allowed to pass the efficiency bar. Mr. Baria already draws Rs. 950. The question therefore is which of the other two, viz., Mr. Abhyankar and Mr. Engineer, should be stopped at the bar. If Mr. Abhyankar is allowed to pass the bar, Mr. Engineer will be stopped at the bar, and the sanction of the Committee will be necessary."

(b) Chief Officer's note dated 2nd November 1927:—

"Mr. Abhyankar is the senior of the two Asst. Engineers in question and should in my opinion be allowed to cross the bar."

**Resolution 626.**—Mr. Abhyankar should be granted a pay of Rs. 850 from 1st October 1927.

24.

Re: Excesses over Budget grants—sanction for.

Considered the following :—

(a) Maintenance of S. P. Sheds, Scheme 66 (Mahaluxmi Street Scheme).

Considered Engineer's No. 10512 dated 28th October 1927 :—

"With reference to your letter No. W. A. 1682 of 21st October 1927, I have to request the favour of your obtaining Improvements Committee's sanction to an excess expenditure of Rs. 400/- over the budgetted provision of Rs. 400/- for this year under the above head.

The excess is due to the fact that during the last monsoons a quantity of C. I. Sheets from the roof of the sheds in question had to be renewed as they were found to be very badly corroded and no amount of dammering would stop the heavy leakages."

(b) Maintenance of S. P. Sheds Scheme 3, (Chowpati).

Considered Engineer's No. 10659 d/- 1st November 1927 :—

"With reference to Chief Accountant's No. W.A.1680 of 21st October 1927, I have to state that the excess is due to a bill for Rs. 78/- on account of last year's monsoon repairs having been paid this year, and that there will also be some further slight expenditure against the Scheme in question before the current year is over. I have therefore to request you to obtain Improvements Committee's sanction to an excess expenditure of Rs. 100/- over the budget provision for 1927-28."

(c) Expenditure in scheme 13 (Souter Street Extension Eastwards) for 1927-28.

Considered Engineer's No. 6414 dated 28th June 1927 :—

"The work in scheme 13 was taken in hand last financial year, but a few of the bills had to be paid in the beginning of the current year. As there is no Budget provision during 1927-28 to meet the expenditure, I have to request the favour of your obtaining Improvements Committee's sanction to the total expenditure which is expected not to exceed Rs. 200/-.

2. There has been a very small expenditure against Schemes 58 and 61 which is expected to be met from anticipated credits during the year.

3. This has reference to the correspondence ending with Chief Accountant's letter No. W. A. 603 of 15th June 1927."

(d) Expenditure in respect of Scheme I (First Nagpada) and Scheme II (Princess Street).

Considered Estate Agent's No. 15697, dated 2nd November 1927 :—

"I have the honour to state that a sum of Rs. 6-13-0 only was spent in June last towards court costs in connection with a suit for recovery of rent of Plot 42, Scheme I, as will be seen from item No. 1 Estate Agent's Imprest—Account No. 279 from 17th June 1927 to 29th June 1927. As no provision has been made in this year's budget for Scheme I, General Account Expenditure, other Lands and Buildings, it is requested that a sum of Rs. 50 only may be provided for the current year.

2. As regards the Budget provision for Scheme II under the above heading, a sum of Rs. 100 only has been provided, whereas a bill of costs amounting to Rs. 154-10-8 received from the Trust Solicitors in connection with the recovery of rent of Plot 71, Scheme II, and returned to you under this office No. 10185, dated the 28th July 1927 has already been paid. It is therefore necessary to revise the budgetted provision of Rs. 100 to Rs. 250 only.

3. In the above circumstances, the requisite sanction for both the items above-mentioned may please be obtained."

(e) Expenditure in respect of Scheme 57, Sewri-Wadala.

Considered Engineer's No. 10749, dated 3rd November 1927 :—

"With reference to your letters Nos. W. A. 1553 and 1628 of 10th October 1927 and 13th October 1927 respectively, in the above matter, I have to observe that originally an amount of Rs. 7,000 was provided for in the Budget for the year 1927-28 under the above heading on the assumption that a fairly large number of buildings in this Scheme would be pulled down during the year and consequently few would be left on which to incur the expenditure on account of repairs etc. This will be further apparent from the fact that although the figure of the revised budget for the year 1926-27 under this heading stood at Rs. 12,700 with 261 buildings to be maintained, a sum of Rs. 7,000 only was deemed a sufficient provision for the year 1927-28. Due to considerably less demolition than anticipated, however, the number of buildings to be maintained during 1927-28 remained practically at the same figure, namely, 258. This naturally involved greater expenditure than budgetted for on general repairs as well as some special repairs including construction of new privy blocks, overhauling of roofs etc., etc.

In view of the fact that funds are becoming short at this time of the year, I request the favour of your obtaining sanction of the Improvements Committee to a further provision of Rs. 8,000 in addition to the original grant of Rs. 7,000 under the heading in question, to meet all contingencies, making a total of Rs. 15,000 for the whole year against Rs. 12,700 for 1926-27. This may appear excessive but taking into consideration that several bills are already outstanding and waiting payment, I do not think that a lesser sum would suffice."

(f) Chief Accountant's note, dated 4th November 1927 :—

"The excesses will be met from the savings in the provision of Rs. 85 lakhs for interest on loans."

**Resolution 627.**—The Board should be recommended to sanction the transfer of the proposed supplementary grants from the provision of Rs. 85 lakhs made in the current year's Budget for "Interest on Loans".

25.

Re : Temporary Establishment.

Considered letter from the Examiner, Outside Audit, No. O. A. 10-431, dated 2nd November 1927 :—

"I have the honour to invite a reference to section 109 of the City of Bombay Improvement Trust Transfer Act, 1925, and to point out that there is apparently an error in the expression "other than those who are engaged for a definite period of six months" occurring in proviso (b) of that section : for, on a literal interpretation of the expression, while the sanction of the Improvements Committee is necessary when temporary hands are engaged for six months, such sanction is not required when they are engaged for more than six months or for an indefinite period—an arrangement—which could not obviously have been intended. I, therefore, beg to suggest (a) that instructions may be given to the Trust officers that the expression should, for the present, be read as if it ran : other than those who are appointed or

actually employed for a period exceeding six months ; and (b) that as soon as a convenient opportunity offers steps may be taken to amend the Act in the sense indicated. I may mention that there are at present more than 24 temporary men engaged for an indefinite period without the sanction of the Committee.

2. It is understood that in an earlier draft of the Transfer Act the expression referred to read "other than those who are engaged for a definite period exceeding six months." This office has not been able to ascertain how and why the word "of" came to be eventually substituted for exceeding." In any case, if as a result of the present reference it should be decided to amend the Act, I would suggest that the amendment should follow the lines indicated in the foregoing paragraph and not take the form of a reversion to the terms of the earlier draft mentioned above ; for those terms are open to the objection that they may be taken as enabling the Trust officers, when engaging temporary staff, to dispense with the Committee's sanction by merely leaving the duration of employment indefinite or limiting it to six months or less in the first instance and subsequently extending it from time to time, even though at the outset it may have been patent that the total period of employment would exceed six months."

**Resolution 628.**—The subject matter of the Examiner's letter should be referred to the Finance & Establishment Sub-Committee for consideration and report.

26. Re : Dadar-Matunga Estate—plot No. 302—Permission for the encroachment of bay windows on the front and side open spaces.

( File No. Mis. 605/27. )

Considered Report No. 4 of the Works Sub-Committee, dated 19th October 1927 :—

" We have considered the plans of the building proposed to be erected on this plot. The building tenant asks for permission for the encroachment of the bay windows on the compulsory open spaces. We recommend that the proposed encroachment which represents an increase of nearly 5 per cent. over the sanctioned building area be allowed on payment of an additional ground rent of Rs. 24 per annum."

**Resolution 629.**—The Report of the Works Sub-Committee is approved and adopted..

27. Re : Scheme 31, Suparibaug road—case No. 47—plots 81 to 90—request to be allowed to use the buildings to be erected, for shops and residences.

( File No. Mis. 482/27. )

Considered Report No. 7 of the Land Sub-Committee, dated 20th October 1927 :—

" With reference to Committee's Resolution No. 547, dated 27th September 1927, we beg to report as follows :—

These plots were agreed to be sold to the applicant on condition that the user of the buildings to be erected thereon should be restricted to residential purposes only. We understand that when the plots were sold, it was decided to restrict the user of the buildings to residential purposes only in order that the Board's residential plots on the opposite side of the road on which these plots abut should not be depreciated in value. These circumstances, we consider, do not exist to the same extent now as none of the plots has been let and there is no demand for land for residential purposes in this neighbourhood at the present time. We are further of opinion that in order to popularize our plots and to facilitate disposal of land, as few restrictions as possible and advisable regarding the user of buildings on our estates should be imposed.

As regards the buildings to be erected on the plots in question, we recommend that the restriction of their user to residential purposes only should be modified so as to allow shops as a special case in view of the following facts :—

- (1) The applicant paid Rs. 80,696 on account of the price of these plots in March 1922 and the Trust have been enjoying interest thereon since then.
- (2) The applicant spent a large sum of money on filling in the tanks and quarry pits on the adjoining land retained by him.
- (3) The applicant cannot advantageously build higher than the first story on certain parts of the retained land owing to the existence of filled in tanks and quarry pits, and
- (4) The Trust has benefited to the extent of about a lakh of Rupees in getting the land required for their roads free of charge.

We further recommend that no other restrictive covenants for the buildings should be embodied in the conveyance except the 63½° rule, and the applicant should set his buildings back 10 ft. from the road on the south of these plots."

**Resolution 630.**—The Report of the Land Sub-Committee is approved and adopted.

28. Re : East Agripada South Estate—plot 74—temporary lease of.  
( File No. Mis. 859/27. )

Considered the following :—

(a) Estate Agent's No. 15883, dated 4th November 1927 :—

" Herewith I have the honour to forward an application for a temporary lease for five years for an area of about 2,000 sq. yards out of the above plot from its western end.

2. The application is from Messrs. Bhedwar and Bhedwar, architects on behalf of Messrs. Rajanbhai Meheralli and Son, who wish to erect temporary structures on the land to be used as shops, godowns, residences and a seed oil mill to be worked by electric power.

3. The whole of the plot admeasuring 3,864 sq. yards was agreed to be leased to Messrs. Purshotam Vishram Mowji and Anandrao Gopinath Hate at a ground rent based on 4½ per cent. on Rs. 25 per sq. yard under Trustees' Resolution No. 156 of 13th April 1920. The agreement, however, was determined and the plot re-entered upon under Trustees' Resolution No. 457, dated 19th August 1924, on 27th August 1924, and is since then unoccupied.

4. Messrs. Bhedwar and Bhedwar now offer to take the lease of the 2,000 sq. yards at ground rent calculated at 6 per cent. on Rs. 20 per sq. yard which is equivalent to a monthly ground rent of Rs. 200.

5. The offer is subject to the Board's normal conditions for temporary leases which among others include a deposit of a sum equal to six months' rent and 3 months' rent-free period.

6. The offer is fair and is recommended for acceptance. It is requested that the Improvements Committee's sanction may please be obtained.

7. A plan\* showing the plot in question accompanies."

(b) Chief Officer's note, dated 4th November 1927 :—

" Acceptance is recommended."

**Resolution 631.**—The application is accepted as recommended by the Chief Officer.

29. Re : Sale of Quarry materials from Dongri Quarry, Scheme 29.

( File No. Mis. 877/27. )

Considered Engineer's No. 10532, dated 29th October 1927 :—

"I have the honour to forward herewith copy of letter dated the 18th instant from Messrs. The Ferro-Concrete Construction Co., applying for the purchase of the quarry materials from the above quarry, and to request the favour of your obtaining Improvements Committee's sanction to allow the following terms :—

The terms proposed are detailed *ad seriatim* as per items referred to in the Company's letter.

*Item No. 1. Blue Stone Khankies* : Our scheduled rate is Rs. 8/- per 100 Nos. for Khankies of less depth and lengths, but these have white streaks or veins, but since the Khankies do not break along these veins, Mr. Cervello has agreed to take them. The Company requires 70,000 Nos. and I recommend that the offer of Rs. 6/- per 100 Nos. should be accepted.

*Item No. 2. Corners* : Mr. Cervello wants 8,000 Nos. and offers Rs. 16 per 100 Nos. The Trust rate for ordinary 6" Corner Stones is Rs. 18/- but for the same reasons, as detailed above, I have to recommend the lower rate of Rs. 16/- which has been offered.

*Item No. 3. Headers* : Mr. Cervello offers Rs. 18/- per 100 Nos. The Trust rate for 18" to 24" is Rs. 26. Since however Mr. Cervello wants headers 15" to 18" long, his rate of Rs. 18 per 100 Nos. may be accepted.

*Item No. 4. Rubble Stones* : I do not think it necessary to reduce the rate of Rs. 8/- per brass at which we are selling this material to the Municipality. The Trust do not hold a big stock of this material and I do not consider it necessary to reduce the rate for this item.

*Item No. 5. Metal No. 1.* : The rate offered is low and I cannot recommend it.

*Item No. 6. Metal No. 2.*—Mr. Cervello has agreed to buy this material at Rs. 15 per brass which is the normal rate at which this material is sold to the public.

In case the Committee approves of my proposals detailed against items Nos. 1, 2 and 3, it will be necessary to fix rates with the quarrying contractor for quarrying these materials which differ slightly from the scheduled rates.

*Item No. 1. 6" Khankies.*—The quarry rate for ordinary khankies is Rs. 2-10-0 per 100 Nos. I propose to allow Rs. 3 per 100 Nos. for the type of khankies required by the Coy.

*Item No. 2. Corners.*—There is no rate for 6" corners. I propose to allow Rs. 3-8-0 per 100 Nos.

*Item No. 3. Headers.*—The quarry contractor's scheduled rate is Rs. 7-8-0 per 100 Nos. for 18" to 24" headers. Since the Company requires headers of smaller lengths, I propose to allow Rs. 6-8-0 per 100 Nos. for quarrying this material.

It is not possible to give quarrying work of the above 3 items to any contractor other than the one who is quarrying on the hill at present, because, unless the contractor is quarrying all the types of quarry materials, big and small, Trust will suffer losses by big blocks of stones being spoiled when quarry materials are indiscriminately worked out therefrom. I therefore beg to recommend that the above work may be given to the present man who has agreed to the above rates."

*Ferro-Concrete Construction Coy.'s letter referred to in para 1 above :—*

"With reference to the interview which our representative Mr. Mohammed Ibrahim had with you yesterday regarding purchase of materials from the Dongri Quarry, we have the pleasure to state that we require the following materials for which we offer rates against each of the items required by us.

1. Blue Stone Khankies 10 to 12" long,  
6" high and 9 to 12" tails ... Approx. 70,000 Nos. at Rs. 6 per % Nos.
2. Blue Stone Corners 12" x 8" to 10" x 6"  
high ... .. Approx. 8,000 Nos. at Rs. 16 per % Nos.



3. Blue Stone Headers 12" × 6" on face and 1' - 6" to 1' - 9" long	...	..	4,000 Nos. at Rs. 18 per % Nos.
4. Rubble Stone	...	..	50,000, cft. at Rs. 7 per % cft.
5. Metal No. 1 ...	...	..	5,000, cft. at Rs. 25 per % cft.
6. " " 2 ...	...	..	20,000, cft. at Rs. 14 per % cft*

(\*Rs. 15 increased by Mr. Cervello at the interview he had with me this morning.)

(Sd.) H. M. A. 19—10.

The above quantities are very nearly approximate and are required within a period of about 8 months.

Rubble stone, Khankies, Corner Stones, and Headers with scales and veins will not be accepted.

Materials required by us during each month will be intimated to you on our proper indent forms.

If the rates offered by us are approved by you, we shall deposit the necessary amounts required from us from time to time for the proper fulfilment of contract."

\*Mr. Cervello changed this to 15" to 18" at the interview.

Sd/-H. M. A. 19—10."

**Resolution 632.**—The proposals made by the Engineer regarding (1) the sale of the materials from the Nowroji Hill Quarry and (2) the allotment of the contract for quarrying the above materials to the present contractor, are approved.

30. Re : Statement showing outstanding reports from the Chief Officer called for by the Improvements Committee and References pending before Sub-Committees.

**Statement A**

Showing the Resolutions passed by the Committee asking for reports from the Chief Officer.  
( Vide Committee's Resolution No. 197, dated 5th April 1927.)

Committee's Resolution No. and date.	Subject.
126, dated 10th Aug. 1926.	<p>Notice of motion by Mr. K. F. Nariman, B.A., LL.B. :—</p> <p>That the Chief Officer be requested to report—</p> <p>(a) The total expenditure per mensem incurred by the Bombay Improvement Trust in maintaining the Tribunal of Appeal.</p> <p>(b) How many cases have been disposed of by the Tribunal since the transfer and how many are pending ?</p> <p>(c) How often does the Tribunal meet in a week and on what days and for how many hours ?</p> <p>(d) What is the average payment per working hour to the President of the Tribunal and what is the expenditure per case since the transfer ?</p> <p>(e) Whether it would be more economical without adversely affecting the efficiency to pay fees per every working hour to the President and whether the Improvements Committee through the Board should make such recommendation to the Government.</p>
217, dated 28th Sept. 1926.	<p>Notice of motion, by Mr. Hoosenally M. Rahimtoola, B.A. :—</p> <p>That the attention of the Chief Officer be invited to the advertisement, dated the 10th September 1926, appearing in the local newspapers inviting applications for the post of the Trust Engineer and he be requested to report at an early date :—</p> <p>(1) What are the reasons for the delay of 4 months in issuing the advertisement when the Board's Resolution on the subject was passed on the 17th May 1926.</p> <p>(2) Why the terms have not been placed before the Committee for their approval.</p> <p>(3) Whether he and the Municipal Commissioner have come to any arrangement for the reorganization of the Municipal and Trust Engineering Departments as required by Corporation Resolution No. 1813, dated 12th May 1926.</p> <p>(4) Whether in view of the curtailment of the activities of the Trust such a highly salaried post is necessary, especially as the post of the Municipal Executive Engineer carries a salary of Rs. 1,200—2,000 only, and</p> <p>(5) Whether it would not be advisable to abolish the post or to reduce the salary thereof.</p>

Committee's Resolution No. and date.	Subject.
296, dated 7th Dec. 1926.	Gratuity to staff—to furnish concrete cases comparing the benefits which would accrue to the staff under Trust rules and the Municipal rules respectively.
200, dated 12th April 1927.	Scheme 56, Dharavi (southern portion of) proposed development of a portion as sites for milch cattle stables.
358, dated 15th June 1927.	Scheme 32, Agripada—nuisance by Pathans on footpaths and on vacant land in Souter Street (encroachment between plot 15, East Agripada and Case 67). (Reference C. R. 185, dated 16th September 1926.)
415, dated 13th July 1927.	Establishment—Notice of motion by Mr. Hoosenally M. Rahimtoola—  That the Chief Officer be requested to prepare a list showing the names of officers and servants of the Trust on the lines of the Bombay Municipal list.
430, dated 20th „ „	Budget—Notice of motion by Mr. Hoosenally M. Rahimtoola—  That the Chief Officer be requested to report at an early date through the Finance and Establishment Sub-Committee whether it would not be advisable to adopt the form of Municipal budget for the Trust budget to be prepared for the next year and if so to submit a draft form for the approval of the Committee.
451, dated 2nd August 1927.	Three-room tenements—Scheme 5—application from tenants for provision of lights in staircases, passages and rooms.
483, dated 29th „ „	Public gardens and playgrounds—Board's Resolution No. 74, dated 12th August 1927, <i>re</i> : letter, dated 3rd May 1927, from the President of the 5th session of the Parel Conference drawing special attention to their resolution 7 regarding provision of.
486, „ „	Curtailement of the programme of works. Board's Resolution No. 78, dated 12th August 1927, on notice of motion by Mr. P. G. Sahasrabudhe and 5 others asking for report how far the expenditure could be curtailed on the remaining items referred to in the resolution, <i>viz.</i> , Sion-Matunga, Worli, Sewri-Wadala and Sewri-Koliwada.
492, dated 30th „ „	To report whether there are any unauthorised buffalo stables on Scheme 57 (Sewri-Wadala), Scheme 5 (Dadar-Matunga), Scheme 6 (Sion-Matunga), Scheme 60 (Naigaum).  Also to report how many plots have been let for buffalo sheds and also whether any lessee of a plot for temporary structure has changed it into buffalo stable.
503, „ „	Notice of motion by Mr. Hoosenally M. Rahimtoola, B.A., <i>re</i> : Worli Road.
504, „ „	Notice of motion by Mr. Hoosenally M. Rahimtoola, B.A., <i>re</i> : the differences between the methods of asphaltting roads by the Trust and the Municipality and the advisability of adopting the same method and standard by both the bodies.

Committee's Resolution No. and date.	Subject.
542, dated 20th Sept. 1927.	Notice of motion by Dr. A. G. Viegas, L.M. & S., <i>re</i> : percentage of the cost of Management and Establishment on all works and also regarding the increase in the percentage of the cost of the Engineering Establishment to cost of works since 1923-24.
564, dated 27th Sept. 1927.	Notice of motion by Mr. L. R. Tairsee asking for report, <i>re</i> : action to be taken with regard to write-off of irrecoverable arrears of revenue and pending disposal of this question, the grant of gratuity to Land Manager be postponed.
580, dated 4th Oct. 1927.	To report about the desirability of planting trees and laying out a garden on a strip of Trust Land in Churchgate Street near the Gokhale and Montagu Statues.
603, dated 18th Oct. 1927.	<i>Re</i> : Scheme 56, Dharavi—whether any portion of the land was filled in at the request of Government and if so, on what terms and conditions.

## Statement B.

Showing the outstanding references before the Sub-Committees.  
( Vide Committee's Resolution No. 197, dated 5th April 1927. )

Committee's Resolution No. and date.	Subject.	Referred to.
89, dated 13th July 1926.	Adoption of the Municipal rules and regulations as regards pay, leave, gratuity and provident fund to the Improvement Trust staff.	Finance and Establishment Sub-Committee.
259, dated 2nd Nov. 1926.	Amalgamation of the Trust with Corporation.	Do.
86, dated 8th Feb. 1927.	Regarding payment of salary to the clerical and inferior staff according to the scale in vogue in the Municipal Corporation.	Do.
173, dated 29th Mar. 1927.	Stores in Stock Account—Regularising of short postings made by the Engineering staff on the works.	Do.
216, dated 12th April 1927.	Cost of Management and Establishment— Note by the Examiner, Outside Audit.	Do.
234, dated 19th April 1927.	Notices of motion by Dr. Viegas:—  That the Board are of opinion that the following points should be borne in mind in effecting retrenchment:—  (1) That the Engineer's Office should be transferred from Matunga to the Head Office.	Do.
236, dated " " "	(2) That the Drawing Sections under the Engineer and the Amalgamated Departments of Land Manager and Estate Agent should be amalgamated.	Do.
151, dated 19th Aug. 1926.	Notice of motion by Mr. Rajaram K. Vaidya regarding the abandonment of the Worli-Koliwada Scheme.	Improvements Sub-Committee.
156, dated " " "	Notice of motion by Dr. E. Moses regarding improvement of Kamatipura District.	Do.
153, dated " " "	Notice of motion by Mr. B. B. Palwanker regarding the construction of two or three room tenements or cottage system blocks for the use of lower-middle classes.	Works Sub-Committee.
105, dated 20th July 1926. 155, dated 19th Aug. 1926. 158, dated " " "	Notices of motion by Messrs. Dumasia, Meyer Nissim and Hoosenally M. Rahimtoola, regarding Dharavi Scheme.	Special Sub-Committee.
265, dated 2nd Nov. 1926.	Notice of motion by Dr. S. S. Batliwala that, in view of the petition from the residents of Dadar Parsee Colony, the layout of the circle at the junction of Kingsway and the road leading to the Dadar Overbridge should not be proceeded with.	Do.

Committee's Resolution No. and date.	Subject.	Referred to.
252, dated 4th May 1927.	Establishment—Bringing the post of Chief Officer on to the Schedule of Establishment.	Finance and Establishment Sub-Committee.
257, dated „ „ „	Dharavi Scheme—Letter from the President of the Dharavi Kolis' meeting complaining against the budget provision in 1927-28 for the acquisition of properties in.	Special Sub-Committee appointed under Committee's Resolution No. 105, dated 20th July 1926.
258, dated „ „ „	Worli Koliwada Scheme—Letter from Pedro Pawshaw Patil and other Patils of Worli Koliwada complaining against the provision made in the Trust budget estimate for 1927-28 for the acquisition of properties in.	Improvements Sub-Committee.
259, dated „ „ „	Provident Fund Rules—Notice of motion by Mr. Hoosenally M. Rahimtoola regarding the rate at which Provident Fund moneys should be remitted to England.	Finance and Establishment Sub-Committee.
295, dated „ „ „	Establishment—Engineer's Department—Proposal for reducing the staff due to curtailment of Trust programme of works.	Do.
326, dated 31st May 1927.	Sewri Quarry—Profit and Loss account on the working of the quarry for the year 1925-26.	Works Sub-Committee.
379, dated „ „ „	Notice of motion, dated 14th June 1927, by Mr. L. R. Tairsee that the present "War Allowances"—a term now a misnomer—paid to Trust staff be merged in the salaries.	Finance and Establishment Sub-Committee.
391, dated 5th July 1927.	Love Lane Chawls—the question of lighting passages and other places in.	Land Sub-Committee.
399, dated 7th „	Septic tanks and filter beds at Dadar-Matunga—further report.	Works Sub-Committee.
402, dated „ „	Write off of irrecoverable rents—Audit objection by Examiner, Outside Audit.	Finance & Establishment Sub-Committee.
480, dated 23rd Aug. „	Audit to be carried out by the Government Auditors—extent of.	Do.
484, „ „	Board's Resolution No. 75, dated 12th August 1927, <i>re</i> : notice of motion, dated 12th May 1927, by Messrs. P. G. Sahasrabudhe and others, <i>re</i> : Hindu Maruti temple at Byculla.	Land Sub-Committee.
485, „ „	Do. No. 76, dated 12th August 1927, <i>re</i> : temple of 'Mari Ai'.	Do.

Committee's Resolution No. and date.	Subject.	Referred to.
498, dated 30th Aug. 1927.	Financial Transactions in July 1927 ...	Finance and Establishment Sub-Committee.
499, " "	Pension—treatment of temporary service of the Establishment under the Land Acquisition Officer.	Do.
517, dated 6th Sept. 1927.	Notice of motion, dated 1st September 1927, by Dr. A. G. Viegas, L.M. & S., <i>re</i> : filling of the post of Deputy Estate Agent.	Do.
518, " "	Notice of motion by Mr. Hoosenally M. Rahimtoola, B. A., <i>re</i> : Quorum.	Do.
539, " "	Establishment—Engineer's Department—grant of bonus to Mr. D. N. Desai, clerk.	Do.
571, dated 4th Oct. "	Letter No. O. A. 10-337, dated 12th September 1927, from the Accountant General, Bombay, <i>re</i> : write off of rents and Chief Officer's report thereon, dated 28th September 1927.	Do.
572, " "	Letter No. O. A. 10-347, dated 19th September 1927, from the Accountant General, Bombay, <i>re</i> : Gratuity Rules and Chief Officer's note thereon, dated 26th September 1927.	Do.
575, " "	Suparibang Chawls—complaint by Mr. A. G. Louzado, <i>re</i> : defective drainage and application for provision of electric lights—further report from Land Sub-Committee to be awaited.	Land Sub-Committee.
601, dated 18th Oct. "	Letter No. O. A. 10-401, dated 14th October 1927, from the Examiner, Outside Audit, regarding rate of interest on balances of Provident Fund. To go to Finance and Establishment Sub-Committee after Chief Officer's report thereon.	Finance and Establishment Sub-Committee.

Resolution 633.—Recorded.

31. Re: Notice of motion, dated 20th October 1927, by Mr. G. A. Thomas, C.I.E., I.C.S.

In accordance with the notice of motion it was—

Proposed by Mr. Thomas—

“(1) That a fixed hour and day be set for the holding of Sub-Committee meetings,

“(2) Three clear days' notice of Sub-Committee meetings should invariably be given.”

At the suggestion of the Chief Officer, Mr. Thomas asked for permission to add the words “except in very urgent cases” at the end of para 2. The necessary permission was granted.

The motion stood as follows :—

“A fixed hour and day be set for the holding of the Sub-Committee meetings.

2. Three clear days' notice of Sub-Committee meetings should invariably be given except in very urgent cases.”

The motion was seconded by Mr. Tairsee.

**Resolution 634.**—Carried.

At the termination of the proceedings, the Chairman made a few observations regarding the zeal and ability displayed by Mr. J. T. Burge in the discharge of his duties as Ag. Chief Officer during the absence, on leave, of Mr. Delves.



32. The following documents were executed :—

(1) *Debentures*—

Name of Holder.	Year of Loan.	Amount.	New.	Old.
		Rs.		
The P. & O. Banking Corporation, Limited ...	1927	9,14,500	113	
The National Bank of India, Limited...	"	7,00,000	34	
The Allahabad Bank, Limited ...	"	7,86,500	154	
Hiralal R. Munim, and others ...	"	5,000	1	
Chotalal Ravicarandas ...	"	10,000	10	
Narondass Manordass ...	"	10,000	10	
Hormusji Ruttonji Patel ...	"	10,000	2	
Hirabhai Manibhai Mehta ...	"	5,000	5	
The Bank of India, Limited ...	"	8,000	16	
Usman Bachal Khatri ...	"	1,000	2	
Mr. Jam D. Antia ...	1908	500	1	1
„ Narayan Ramkrishna Kinare ...	"	500	1	1
Gowswami Kamlavahujee Maharaj ...	"	1,000	1	1
	Total Rs.	24,52,000	350	3

(2) *Lease and Counterpart to*—

- (i) Mr. Vasant Gangaram Rele, *re* : plot No. 27, Sandhurst Road West Estate.
- (ii) Mr. Sorabji Nusserwanji Pochkhanawalla and his wife Bai Sakarbai, *re* : plot No. 70, Worli Estate.
- (iii) Bai Iyashabai wife of Abdul Shakur Ismail, *re* : plot No. 133, Agripada West Estate.

(3) *Agreement with*—

- (i) Mr. Ramji Ladha for building lease of plot No. 291, Dadar-Matunga Estate.
- (ii) Messrs. Raoji Sojpal and others for building lease of plots Nos. 27 and 28 Lalbaug Estate.
- (iii) Mr. Chaturbhuj Gordhandas Soonderdas for building lease of plots Nos. 3 and 4 Kolbhatwadi Estate.

(4) *Agreement in duplicate with*—

- (i) Mr. Haji Dada Suleman, *re* : contract under Work Order No. 16 Book No. 88, for monsoon repairs.
- (ii) Mr. Daya Lakha, *re* : contract under Work Order No. 17, Book No. 88, for monsoon repairs.

(5) *Warrant in favour of Messrs. Crawford Bayley and Company, to represent in the High Court Appeal, re : Reference No. 15 of 1925, Case No. 425, Scheme 52.*

(6) *Acceptance of application by Mr. Soban Shanker for building lease of plot No. 760, Dadar-Matunga Estate.*

**33.** The following papers were laid on the table :—

1. Purchase Orders sanctioned by the Chief Officer under Section 22(1) of the Act.
2. Work Orders                    do.                    do.                    do.
3. Sale of Materials            do.                    do.                    do.
4. Tenancy Agreements        do.                    do.                    do.
5. Charge report dated 28th October 1927, re : Mr. J. T. Burge, F. S. I., handing over and Mr. R. H. A. Delves, F. S. I., receiving charge of the office of Chief Officer on the forenoon of that day (28th October 1927).
6. Charge report dated 28th October 1927, re : Mr. A. K. Dadachanji, handing over and Mr. J. T. Burge, F. S. I., receiving charge of the office of Estate Agent on the forenoon of 28th October 1927.
7. Chief Officer's acceptance of notice, dated 13th September 1927, from the Solicitor to Government, signed by the Secretary to Government, General Department, re. Agripada Estate—Resumption of certain Schedule D lands for a playground for the students of Morland Municipal High School.
8. Chief Officer's acceptance of notice, dated 13th September 1927, from the Solicitor to Government signed by the Secretary to Government, General Department, re : Parel Estate—resumption of certain Schedule C land for purposes of playground for the King Edward Memorial Hospital and for Professors' Quarters.
9. Chief Officer's acceptance of notice, dated 13th September 1927 from the Solicitor to Government, signed by the Secretary to Government, General Department, re : resumption of certain Schedule C land in Parel Estate, for purposes of Street Improvement by the Bombay Municipality.

# Bombay Improvement Trust.

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ESPLANADE ROAD,

*Bombay, 17th November 1927.*

An ordinary meeting of the Improvements Committee was called in the offices of the Trust, Esplanade Road, this day, at 2 P.M. (B.T.) when there were—

PRESENT :

1. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E.
2. DR. ACCACIO G. VIEGAS, L.M. & S.
3. MR. L. R. TAIRSEE.
4. MR. HOSENALLY M. RAHIMTOOLA, B.A.
5. SIR REGINALD SPENCE, KT.
6. MR. S. B. BILLIMORIA, M.B.E.
7. MR. G. A. THOMAS, C.I.E., I.C.S.

MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER AND THE SECRETARY WERE ALSO PRESENT.

The members waited for 15 minutes and then dispersed for want of a quorum at 2-15 P.M. (B.T.)

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# Bombay Improvement Trust.

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ESPLANADE ROAD.

*Bombay, 22nd November 1927.*

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 3-30 P. M. (B. T.) there were—

PRESENT :

1. SIR VÁSANTRAO ANANDRAO DABHOLKAR, KT., C.B.E. *Chairman.*
  2. DR. ACCACIO G. VIEGAS, L.M. & S.
  3. MR. L. R. TAIRSEE.
  4. MR. S. L. SILAM, B.A., LL.B.
  5. MR. B. G. HORNIMAN.
  6. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
  7. MR. HOOSENALLY M. RAHIMTOOLA, B.A.
  8. SIR REGINALD SPENCE, KT.
  9. MR. R. D. BELL, C.I.E., I.C.S.
  10. MR. W. H. NEILSON, O.B.E.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.  
MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meeting held on the 8th November 1927 were signed.

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The Chief Officer stated that in the absence of the Chairman owing to illness, the Committee should appoint a Chairman.

Proposed by the Hon'ble Sir Phiroze C. Sethna, seconded by Mr. Hoosenally :—

“That Sir Vasanttrao do take the chair.”

*Carried.*

Sir Vasanttrao then assumed the chair.

Before signing the minutes of the meeting held on the 8th November 1927, Dr. Viegas stated that his apology for his absence from the meeting owing to his illness at Sholapur was not mentioned in the minutes whereas the absence of the Chairman for a similar cause was mentioned therein, nor did his request for the postponement of the consideration of any reports arising from his resolutions find a place therein. The Chairman stated that the letter referred to was mentioned by the Chief Officer to the Committee and that he held that the minutes were substantially correct. Dr. Viegas stated that before ruling that the minutes were substantially correct the Chairman should take the sense of the Committee as to whether his letter should go into the proceedings or not.

The Chairman stated that he did not consider it necessary to take the sense of the Committee and signed the minutes of the meeting held on the 8th November 1927.

The Chairman stated that he would sign the entry in the minute book regarding the meeting of the Committee which was called on the 17th instant and dissolved for want of a quorum. Before the minute book was signed, Dr. Viegas observed that the want of a quorum was due to a wrong day having been fixed for the meeting. The Chairman then signed the minute book.

1. The following letter, dated 22nd November 1927, from the Secretary to Government in the Political Department was considered as urgent business with permission :—

‘ I am directed to forward herewith a copy of a letter of yesterday’s date from the Colonel, Commanding Bombay District and to say that Government will be glad if the area in question can be made available for the dates mentioned in the letter for the accommodation of the troops concentrated in Bombay in connection with the forthcoming visit of Their Majesties the King and Queen of Afghanistan.

*Copy of letter, dated 21st November 1927, from Colonel Commanding, Bombay District referred to above :—*

“ With reference to the forthcoming visit to Bombay of the King of Afghanistan,	I have the honour to state
One British Cavalry Regiment.	that the marginally noted
One Indian do,	troops will be concentrated at
One Battery Royal Horse Arty.	Bombay from 12th to 20th
H. E. The Viceroy’s Bodyguard.	December 1927, approximate-
Two Companies British Infantry.	
Do. Indian ..	

ly, and to say that the Marine Lines Maidan are requested for the purpose of a camp for that period.

I should be very grateful if you would approach the Municipality (Improvement Trust) with a view to having this area put at our disposal. We have carefully examined such other sites as are available for the purpose but can find no other which will be suitable.’

Proposed by the Chairman, seconded by the Hon’ble Sir Phiroze C. Sethna.

“That Government be informed that there is no objection to the temporary resumption of the land under Section 79(3) of the Act, provided that Government make good any damage done to the land and that proper sanitary arrangements are made by Government to the satisfaction of the Health Officer.”

*Amendment*—Proposed by Dr. Viegas—

“That the Committee give the sanction with great pleasure but request the Government that not only should proper sanitary arrangements be made but the ground be cleared.”

The amendment dropped for want of a seconder.

The original proposition was then put to the vote and declared *carried*.

**Resolution 635.**—Government should be informed that there is no objection to the temporary resumption of the land under Section 79(3) of the Act, provided that Government make good any damage done to the land and that proper sanitary arrangements are made by Government to the satisfaction of the Health Officer.

The Chairman stated that he proposed to consider the items Nos. 1 (Mr. Wadke's case) and 4 (re. manner of retrenchment) on the agenda paper consecutively and enquired whether it was the desire of the Committee to exclude the Press, as the items related to establishment and he proposed to take legal opinion. The majority of the members were in favour of the exclusion of the Press. The reporters thereupon withdrew from the room.

2. Re : Board's Resolution No. 89, dated 15th November 1927, re : re-employment of Mr. B. P. Wadke, late Sub-Engineer, in any other department of the Trust.

Considered Board's Resolution No. 89, dated 15th November 1927:—

“Considered the following Improvements Committee's Resolution No. 566, dated 4th October 1927, regarding the reinstatement of Mr. Wadke and his subsequent petition dated 13th October 1927 :—

(a) Excerpt from the proceedings of a meeting of the Improvements Committee held on 4th October 1927 :—

‘Considered Report No. 27, dated 30th September 1927, of the Finance and Establishment Sub-Committee:—

With reference to Committee's Resolution No. 470, dated 16th August 1927, referring to us the subject matter of the Board's Resolution No. 71, dated 5th August 1927, for consideration and report, we beg to report as follows :—

Mr. Wadke was a Sub-Engineer in the Engineer's Department and the names of the Sub-Engineers are given below in order of seniority with dates of appointments, etc :—

Name.	Date of 1st Appointment.	Date of appointment to post.	Pay.
			Rs.
1. Mr. S. Abdul Kadar ...	11th June 1907.	1st April 1920.	400
2. „ J. P. DeSouza ...	1st September 1917.	Do.	400
3. „ C. Attawar ...	1st December 1917.	Do.	400
4. „ S. M. Desai ...	18th November 1918.	Do.	400
5. „ B. P. Wadke ...	1st September 1919.	15th February 1921.	400
6. „ L. C. Murphy ...	1st October 1919.	1st February 1923.	400
7. „ G. G. Marathe ...	10th November 1919.	1st April 1920.	400
8. „ Sant Ram ...	25th November 1919.	Do.	350
9. „ J. N. Vakil ...	1st November 1920.	1st November 1920.	400
10. „ J. R. Kanga ...	31st May 1923.	3rd January 1924.	325

One of the above was to be retrenched as from the 1st April 1927.

Nos. 7, 8 and 9 were then acting as Assistant Engineers on temporary establishment.

No. 6 was specially trained and engaged on Asphalt work.

The choice therefore lay between No. 5 (Mr. Wadke) and No. 10 (Mr. Kanga). Mr. Wadke was in the Engineer's Drawing Office and was an Architectural Draftsman and has no engineering qualifications, though he is graded as Sub-Engineer. Mr. Kanga is in the Preparation Department and is a qualified Engineer.

There is now no need for an architectural Draftsman and Mr. Wadke's post was therefore retrenched and no provision made for it in the current year's Budget.

We beg to mention here that Mr. Wadke's case was very carefully considered both by this Sub-Committee and the Improvements Committee on several occasions and we had once interviewed the Acting Trust Engineer who stated that it was not possible to retrench Mr. Kanga, retaining Mr. Wadke, as Mr. Kanga is a man with the practical outdoor knowledge the Engineer requires while Mr. Wadke does not possess engineering qualifications and is only a draftsman who holds diplomas etc. for architectural designs, but for whom there is no work now.

It might be considered that the retrenchment of Mr. Wadke was not in conformity with the orders passed by the Board in their Resolution No. 37, dated 6th April 1927, to the effect that the juniors should be asked to go first and then the seniors. In this connection, we beg to state that the Improvements Committee resolved to retrench Mr. Wadke on 29th March 1927 *i.e.*, before the aforesaid orders of the Board were passed.

We do not think that it would be out of place to quote below the Chief Officer's note, dated 8th June 1927, which was considered by the Improvements Committee on 15th June 1927 and which shows the position clearly and also the number of petitions made by Mr. Wadke and how they were considered from time to time :—

Mr. Wadke made a petition to the Improvements Committee on 14th February 1927, which was referred to the Finance and Establishment Sub-Committee for consideration and report. The Sub-Committee recommended his retrenchment for the reason that there was now no need for an architectural draftsman. When the Sub-Committee's report was placed before the Committee on 28th February 1927, Mr. Wadke's further application to the

Committee, dated 27th February 1927 was read and the Committee deferred consideration of the Sub-Committee's recommendation regarding Mr. Wadke and requested the Chief Officer to report further in the matter. On the 16th March 1927, Mr. Wadke made a further petition addressed to the Chief Officer and sent a copy to the Chairman and members of the Committee. The Chief Officer made a report on the 28th March 1927. Thereupon the Committee resolved to give notice to Mr. Wadke on 31st March 1927 unless in the meantime Mr. Wadke submitted his resignation under Section 112 of the Act. Mr. Wadke made a still further application to the Committee, dated 29th April 1927, which was placed before the Committee on 10th May 1927 and the Committee passed a resolution that they saw no reason to reconsider their previous decision.

After this, he made a representation to the Board, dated 6th June 1927, and the Committee resolved to forward it to the Board with a recommendation that Mr. Wadke be informed that the matter has been fully considered by the Committee and that nothing further can be done. The Board considered this matter on 5th August 1927 and resolved that Mr. Wadke should be reinstated. When this resolution of the Board was under the further consideration of the Committee, Mr. Wadke made an application, dated 18th August 1927 to the Committee (copy printed below). We take serious exception to the tone of this application generally and to the following sentence in particular :—

' I submit that if wiser counsels prevail and the authorities concerned restore me to my position as ordered by the Board, I am sure it will not be necessary to raise an extra loan for the purpose.'

In spite of the sentence quoted above, his case was further reconsidered by us on its own merits ; but it is regretted that, in the circumstances stated above, it would not be possible to carry out the Board's Resolution. We accordingly recommend that the Board be requested to reconsider the matter and rescind their Resolution.

*Mr. Wadke's letter, dated 18th August 1927, referred to above :—*

To

The Chairman and the Members of the  
Improvement Trust Committee,  
Bombay Improvement Trust,  
BOMBAY.

Gentlemen,

*Re : My reinstatement.*

In continuation of my various representations which I submitted on the above subject, I beg most humbly and respectfully to submit the following few lines for your very sympathetic consideration.

From the reports of the discussions about my reinstatement as given in the local newspapers, I find that although the Board after full consideration thought it justifiable to reinstate me in service and have passed orders to that effect, I am likely to be thrown out on the ground of 'Excess in expenditure.' It is really a matter of great surprise that when crores of rupees are spent on Establishment, the Trust funds should be found too short to provide for one employee of my standing and salary. I submit that if wiser counsels prevail and the authorities concerned restore me to my position as ordered by the Board, I am sure it will not be necessary to raise an extra loan for the purpose. On the other hand, if I am retained, the Trust will be doing an act of justice and also respecting the Board.

Coming to the question of provision in the Budget, I submit that if the Committee is pleased to reinstate me, there would not be any excess in expenditure.

Thirdly, I submit that in view of my qualifications and experience of which mention has been made in my last representations, dated 14th and 27th February 1927 respectively, which I briefly repeat below, you will be graciously pleased to consider the advisability of appointing me to the new sanctioned post of Trust Architect. I submit that I am fully



qualified as a Chartered Architect for the responsibilities of that post, and my appointment to it will surely result in a great saving and efficiency as I will manage both the Drawing Office with two men less than provided in the Budget, and the Architect's Office.

I beg to remain,  
Gentlemen,  
Your most obedient servant,  
(Sd.) B. P. WADKE,  
L. R. I. B. A., G. D. Arch.

1. Licentiate of the Royal Institute of British Architects, London.
2. Holder of the Government of Bombay Diploma in Architecture.
3. Winner of the Mayo Medal in Architecture.
4. Winner of the Bombay Improvement Trust Competition for designs in Indian Architecture.
5. Experience of the works of practising Architects.

*Minute of dissent by Dr. A. G. Viegas, L.M. & S., dated 30th September 1927:—*

I do not approve the Report but am strongly opposed to it. The Improvements Committee must carry out the orders of the Board. The Juniors must first be retrenched and then the Seniors. This is the order of the Board. It is not enough to say that no provision in the Budget exists; when the juniors are retrenched as per the directions given by the Board the provision made for them is to be utilized for Mr. Wadke. Have we not in other instances followed the Board's orders and have not even the members of the Improvements Committee who thought them unreasonable voted for carrying them out.

RESOLUTION 566.—The Report of the Finance and Establishment Sub-Committee should be approved and adopted.

2. A copy of the Report together with a copy of para 1 of this Resolution should be forwarded to the Board with a recommendation that the same be approved.'

(b) Mr. B. P. Wadke's subsequent letter, addressed to the Board, dated 10th October 1927 :—

'In connection with the Board's Resolution No. 71, dated 5th August 1927, ordering my reinstatement in the Trust service, I beg to attach herewith a copy of my application dated 18th August 1927 to the Improvements Committee. I understand that the Committee have resolved that it is not possible to take me back as there is no provision in the current year's budget and my post has been abolished. It is simply an irony of fate that the Department where I spent the best part of my life should consistently refuse fair treatment to me and even go to the length of setting the Board's order at naught. I submit that even though my post has been abolished, it can be possible to reinstate me by utilising for my remuneration the other savings on the Establishment that have of late occurred consequent on retirements and resignations as is done in the following cases :—

- I. There was no provision for the revision of the Ag. T. [A.,
- II. Accountant's Extension, &
- III. Reward to a clerk.

I request that my case may kindly be reconsidered in this light and justice be accorded to me.'

In this connection the following letter, dated the 15th November 1927, addressed by Mr. Wadke to the Board was read by the Secretary :—

'The worthy President and the Trustees have already had before them my application, dated the 10th October 1927 together with a copy of a petition, dated 18th August 1927

addressed to the Chairman and the Members of the Bombay Improvement Trust Committee regarding my reinstatement.

With reference to the said petition it is submitted that the words 'if wiser counsels prevail' used in para 2 are not and were never meant to be in any way indicating my insubmissive or offensive attitude towards the Committee and if, in spite of this, they are supposed to carry that meaning even to the slightest extent then I am ever ready and willing to withdraw them. I may further state that no misunderstanding be caused by those words looking to my intentions rather than to the specific words used.

I humbly request that this letter of mine be read before the meeting to-day and the question of my reinstatement be considered without prejudice and sympathetically.'

Proposed by Sir Vasantao, seconded by Dr. Bisni—

'That in the circumstances stated, the Board's Resolution No. 71, dated 5th August 1927 be rescinded and Mr. Wadke be informed that the matter has been fully considered and that nothing further can be done.'

*First Amendment*—Proposed by Dr. Choksy, seconded by Mr. Mantri—

'That the Board regret that the Committee has disobeyed their orders that Mr. Wadke should be reinstated.'

*Second Amendment*—Proposed by Mr. Chandavarkar, seconded by Mr. Dalvi—

'That the matter be referred back to the Improvements Committee for reconsideration, with an expression of the opinion of the Board that Mr. Wadke should be employed in any other Department where his ability and qualifications can be utilized.'

*Third Amendment*—Proposed by Mr. Sahasrabudhe, seconded by Mr. Pupala—

'That the Finance & Establishment Sub-Committee's Report be recorded and the Committee be requested to comply with the order of the Board to reinstate Mr. Wadke.'

After the discussion had proceeded for a considerable time, Mr. R. K. Vaidya moved—

'That the question be now put.'

The motion was seconded by Mr. Murzban and *carried*.

After the mover of the original proposition had replied to the debate, the third amendment was put to the vote and declared *lost* by 18 to 27.

The second amendment was then put to the vote and declared *carried*, by 21 to 20.

At this stage Dr. Choksy asked for permission of the house to withdraw his amendment. The permission, however, was not granted.

The first amendment was then put to the vote and declared *lost*.

The second amendment was then put to the vote as a substantive proposition and declared *carried* by 31 to 16."

The Chairman observed that this matter had been considered several times and there was a difference of opinion between the Board and the Committee on the question. He was of opinion that the matter was one which fell within the jurisdiction of the Committee under Section 111(3) whereas

the Board, presumably, considered that they had power to overrule the Committee under Section 17 of the Act.

He accordingly proposed—

“That Counsel’s opinion be taken as to the legal effect of Section 17 of the Act.”

*Amendment*—Proposed by Dr. Viegas, seconded by Mr. Silam—

“That in compliance with the orders of the Board Mr. Wadke be re-employed or re-instated.

2. That there is no need for Counsel’s opinion and under Section 17 of the Act the Board has supreme right over the Committee’s proceedings.”

The Chairman ruled the para 2 of the Amendment out of order, as it was a negative amendment.

Para 1 of the amendment was then put to the vote and declared *lost*, by 2 to 5.

The original proposition was then put to the vote and declared *carried*, Dr. Viegas alone dissenting.

**Resolution 636.**—Counsel’s opinion should be taken as to the legal effect of Section 17 of the Act.

3. Re: Board’s Resolution 96, dated 15th November 1927, re: manner of effecting retrenchment.

Considered Board’s Resolution No. 96, dated 15th November 1927 :—

“Considered the following Improvements Committee’s Resolution No. 563, dated 27th September 1927, re. the manner of effecting retrenchment.

‘In accordance with the notice of motion, it was—

Proposed by Sir Vasantao—

Please note that I shall move at the next meeting of the Committee—

That with reference to Board’s Resolution No. 37, dated 6th April 1927, stating that the juniors should be asked to go first and then the seniors, the Improvements Committee are of opinion that it is not desirable to lay down a hard and fast rule regarding the retrenchment to be effected and accordingly recommend the Board to add the words ‘so far as efficiency permits’ to their Resolution.

The motion was seconded by Mr. Dumasia.

*Amendment*—Proposed by Dr. Viegas—

That with reference to Board’s Resolution No. 37, dated 6th April 1927, stating that the juniors should be asked to go first and then the seniors, the Improvements Committee are of opinion that it is not desirable to lay down a hard and fast rule regarding the retrenchment to be effected and accordingly recommend the Board to add the words ‘so far as efficiency permits’ to their Resolution provided that a chance is given to the retrenched senior man to prove his efficiency.

The *Amendment* dropped for want of a seconder.

The *original proposition* on being put to the vote was declared *carried*, Dr. Viegas alone dissenting.

**RESOLUTION 563.**—With reference to Board's Resolution No. 37, dated 6th April 1927, stating that the juniors should be asked to go first and then the seniors, the Improvements Committee are of opinion that it is not desirable to lay down a hard and fast rule regarding the retrenchments to be effected and accordingly recommend the Board to add the words "so far as efficiency permits" to their Resolution.'

Proposed by Sir Vasantao, seconded by Dr. Mistry—

'That in the circumstances stated, the Board's Resolution No. 37 dated 6th April 1927 be altered, so as to read as follows:—

That the Juniors on the permanent staff should be asked to go first and then the seniors so far as efficiency permits.'

*Amendment*—Proposed by Dr. Viegas, seconded by Mr. Silam—

'That whenever the Improvements Committee find that efficiency would suffer in No. 96. carrying out the Board's Resolution No. 37 dated 6th April 1927, they should refer the case to the Board for orders.'

After Sir Vasantao had replied to the debate, the amendment was put to the vote and declared *carried* by 22 to 21.

A poll was demanded by Dr. Mistry, Mr. Murzban, Dr. Mehta and Dr. Cursetji, whereupon the following Tellers were appointed by the President:—

Mr. Mohanlal Desai and Mr. Murzban for the Ayes.

Dr. Mistri and Mr. B. T. Desai for the Noes.

The result of the counting was as follows:—

<i>For.</i>	<i>Against.</i>
1. Mrs. Avantikabai Gokhalay.	1. Rao Bahadur A. K. Pai.
2. Mr. B. T. Desai.	2. Mr. C. W. E. Arbuthnot.
3. " B. G. Parelkar.	3. " B. N. Gamudia.
4. " Dostmahomed G. Khairaz.	4. " Byramjee Jeejeebhoy.
5. " D. G. Dalvi.	5. Capt. Joseph A. DeSouza.
6. " G. K. Borade.	6. Mr. Fazal Ibrahim Rahimtoola.
7. " G. B. Nare.	7. " W. H. Hammond.
8. " Haji Esa Haji Oosman Poonawala.	8. Dr. A. F. Henriques.
9. " Haji Fateh Mahomed H. M. Maniar.	9. Mr. Hoosenally M. Rahimtoola.
10. Dr. J. N. Choksy.	10. " H. P. Mody.
11. Mr. J. V. Vora.	11. " J. B. Baman-Behram.
12. " Pothan Joseph.	12. Dr. Khurshed J. J. Cursetji.
13. " M. M. Desai.	13. " M. N. Balsara.
14. Dr. E. Moses.	14. Mr. M. A. Dabholkar.
15. " M. B. Velkar.	15. Dr. M. F. Bisni.
16. Mr. P. G. Sahasrabudhe.	16. Khan Bahadur Mohamed I. Curtay.
17. Dr. Poonsey H. Meisheri.	17. Mr. Mohammedally Allabux.
18. Mr. R. K. Vaidya.	18. " Meyer Nissim.
19. " R. M. Bhat.	19. " P. J. Marzban.
20. " S. L. Silam.	20. Dr. R. M. Mistry.
21. " S. K. Pupala.	21. " Sorabji P. Mehta.
22. " Shivdas C. Thakkar.	22. Sir Vasantao A. Dhabholkar, Kt.
23. " Vazirally Bandealli.	23. Mr. V. N. Chandavarkar.
24. Dr. Accacio G. Viegas.	
25. Mr. Vithaldas D. Govindji.	
26. " Y. G. Pandit.	
Mrs. Mackenzie did not vote.	

In regard to the voting, the President declared that it was pointed out to him that the 23 votes against the amendment included the vote of Capt. Joseph Alban Desouza who was not present when the poll was demanded and his vote was therefore invalid. The result of the poll was accordingly as follows :—

26 For and 22 Against the amendment.

In accordance with the Tellers' Report the President declared that the amendment was *carried*. It was also *carried* as a substantive proposition."

The Chairman observed that this was a similar case to the above and accordingly proposed—

"That Counsel's opinion be taken as to the legal effect of Section 17 of the Act."

*Amendment*—Proposed by Dr. Viegas, seconded by Mr. Silam—

"That the Resolution of the Board be complied with."

The Amendment on being put to the vote was declared *lost*.

The original proposition was then put to the vote and declared *carried*.

**Resolution 637.**—Counsel's opinion should be taken as to the legal effect of Section 17 of the Act.

4. Re : Board's Resolution 92, dated 15th November 1927, re : exchange of land with the Acworth Leper Asylum.

Considered Board's Resolution No. 92, dated 15th November 1927 :—

"Considered the following: Improvements Committee's Resolution No. 562, dated 27th September 1927, re. the exchange of and with the Acworth Leper Asylum :—

' Considered Report of the Special Sub-Committee, dated 20th September 1927 :—

In December 1926, the Honorary Secretary, Acworth Leper Asylum, proposed that they might be given an area of about 3847 sq. yards of Trust back land near the Old Matunga Road and on the West of the existing boundary of the Asylum, in exchange for an equal area of land to be given to the Trust out of the eastern end of its grounds adjacent to the Harbour Branch Railway. This proposal was referred to us under Committee's Resolution No. 51 of 25th January 1927.

2. We beg to report with reference to the above Resolution that the President of the Asylum has since represented that the Trust land abutting on the Asylum's western boundary, formerly proposed by him for exchange is not convenient to him as it is back land and proposes that the Trust should hand over a larger area measuring 5421 sq. yards, extending from the western boundary of the Asylum upto the old Matunga Road and shown coloured green on Plan No. D. D./13-7-25.

3. We consider that the following settlement is a fair one and recommend it for the approval of the Improvements Committee—

The Trust will receive an area of 4,678 sq. yards of the Asylum land out of its eastern boundary and the Asylum will receive an area of 5,421 sq. yards of Trust land with a frontage of about 150 ft. to the old Matunga Road. Besides, as the Trust land is more valuable than the Asylum land, a net amount of Rs. 11,676 will be paid to the Trust by the Asylum as shown below :—

*Trust Land—*

	Rs.
Front land 1,617 sq. yards at Rs. 10 per sq. yard. ...	16,170
Back land 3,804 sq. yards at Rs. 6 per sq. yard... ..	22,824
Compensation for the Chawls ... ..	750
Total ... ..	39,744

*Less—*

Land belonging to the Asylum 4,678 sq. yards at Rs. 6 per sq. yard ... ..	28,068
Net amount payable to the Trust ... ..	11,676

On the Trust land now proposed to be handed over there is a ground floor chawl for which the Trust paid a sum of Rs. 750 on the basis of materials only, and this amount has been included in the above figure.

4. We are of opinion that the heavy iron Asylum fences should be removed from the existing to the proposed new boundary after the exchange is effected at the cost of the Asylum.

5. We also consider that the cost of the conveyance and other legal expenditure incidental thereto, of the lands to be exchanged, should be borne in equal shares by the Government and the Trust, as the Asylum hold the land from Government on a 99 years' lease.

6. We are also of opinion that as the land proposed to be given by the Leper Asylum to the Trust lies outside the boundaries of Scheme No. 57 as notified, the proposed exchange of land will constitute an alteration in the Scheme under Section 37(2)(b) of the New Trust Act which lays down that if any alteration to a Scheme involves the acquisition by agreement of any land other than that specified in the statement of the land to be acquired sanctioned under the original Scheme, the Improvements Committee shall not without the previous approval of the Board, proceed to execute the Scheme as altered. If the Improvements Committee approve of this proposed exchange of land it will be necessary for the sanction of the Board to be obtained to the same before Government can be approached by the Leper Asylum Board in this matter.

**RESOLUTION 562.**—The Report of the Special Sub-Committee is approved and adopted.

2. A copy of the report together with a copy of para 1 of this Resolution should be forwarded to the Board with a recommendation that the same be approved under Section 37(2)(b) of the Act.'

Proposed by Sir Vasant Rao, seconded by Mr. Hoosenally—

'That the Special Sub-Committee's Report be recorded.

2. The scheme should be and is hereby altered by inclusion therein of an area measuring about 4678 sq. yds. of the Asylum land coloured red on plan No. D. D. 13th July 1925.'

*First Amendment*—Proposed by Mr. Davis, seconded by Dr. Choksy—

'That the net amount payable by the Asylum to the Trust be reduced to Rs. 5,838.'

The president ruled the amendment out of order on the ground that the question before the House was alteration of the scheme and the question of the price of the land was not involved therein.

*Second Amendment*—Proposed by Mr. R. K. Vaidya, seconded by Dr. Balsara—

‘That the Scheme should be and is hereby altered by inclusion therein of an area measuring about 4678 sq. yards of Asylum land coloured red in Plan No. D. D., 13th July 1925,’

2. That the Improvements Committee be requested to reconsider the question of the price to be charged to the Asylum.’

After Sir Vasant Rao had replied to the debate, the amendment of Mr. R. K. Vaidya was put to the vote and *carried*. It was also *carried* as a substantive proposition.”

**Resolution 638.**—The question of price should be referred to the Special Sub-Committee appointed under Committee’s Resolution No. 105, dated 27th July 1926 for consideration and report.

5, Re : Board’s Resolution No. 95, dated 15th November 1927, recording Improvements Committee’s Resolution 490, dated 23rd August 1927, re : re-introduction of Standard Time.

Considered Board’s Resolution No. 95, dated 15th November 1927 :—

“Considered the following Improvements Committee’s Resolution No. 490, dated 23rd August 1927, re. re-introduction of Standard Time :—

‘Considered excerpt from the Proceedings of a meeting of the Trustees for the Improvement of the City of Bombay, held on the 12th August 1927 :—

In accordance with the notice of motion it was—

Proposed by Mr. Baman-Behram—

That all clocks in the office of the Bombay Improvement Trust be set to Bombay Time and that the Chief Officer be requested to inform other officers of the Trust that whenever they have to make appointments with parties those appointments should be made by Bombay Time and not by Standard Time.

The mover asked for the permission of the House to alter the motion as follows :—

That the Board are of opinion that in view of the Bombay Corporation observing No. 86. Bombay Time, all clocks in offices of the Bombay Improvement Trust be set to Bombay Time.

The necessary permission was granted.

The motion altered as above was seconded by Mr. Pupala.

After the debate had proceeded for a considerable time, Mr. Hoosenally moved—

That the question be now put.

The motion was seconded by Dr. Balsara and on being put to the vote was declared *carried*.

After the mover of the proposition had replied to the debate, the proposition was put to the vote and declared *carried*.

Proposed by the Chairman—

That the Board’s Resolution No. 86, dated 12th August 1927 be recorded and a copy thereof be forwarded to the Chief Officer for information and guidance.

*First Amendment*—Proposed by Mr. Neilson, seconded by Mr. Horniman—

That in deference to the wishes of the Board the clocks in the office be set to Bombay Time but in order to avoid confusion and inconvenience to the members of the Committee all notices of meetings etc. issued by the Secretary be in accordance with Standard Time.

The amendment on being put to the vote was declared *lost* by 5 against 7 votes.

*Second Amendment*—Proposed by the Hon'ble Sir Phiroze C. Sethna, seconded by Mr. Tairsee—

That in deference to the wishes of the Board the clocks in the office be set to Bombay Time but in order to avoid inconvenience to the members of the Committee all notices of meetings etc. issued by the Secretary be in accordance with both Bombay and Standard Time.

The *Amendment* on being put to the vote was *carried* by 8 against 3 votes and thus became the substantive proposition.

*Third Amendment*—Proposed by Sir Vasant Rao, seconded by Mr. Thomas—

That the Committee are of opinion that, as the members find the change from Standard to Bombay Time inconvenient, the Board should be recommended that Standard Time should be restored for the Trust clocks.

The *Amendment* on being put to the vote was declared *carried* by 9 against 3 votes. It was also then *carried* as a substantive proposition.

**RESOLUTION 490.**—The Committee are of opinion that, as the members find the change from Standard to Bombay Time inconvenient, the Board should be recommended that Standard time should be restored for the Trust clocks.'

Proposed by Sir Vasant Rao, seconded by Mr. Byramji Jijibhoy—

'That in the circumstances stated, the Board's Resolution No. 86, dated 12th August 1927, be rescinded and Standard Time be restored.'

*Amendment*—Proposed by Mr. Baman-Behram, seconded by Mr. Murzban—

No. 95. 'That the Committee's Resolution No. 490, dated 23rd August 1927 be recorded.'

After the debate had proceeded for some time, Mr. R. K. Vaidya moved—

'That the question be now put.'

The motion was seconded by Dr. Mehta and *carried*.

After Sir Vasant Rao, had replied to the debate, Mr. Baman-Behram's amendment was put to the vote and declared *carried* and it was also *carried* as a substantive proposition."

**Resolution 639.**—The Board's Resolution No. 95, dated 15th November 1927, should be recorded.

6. Re : Scheme 5, Dadar-Matunga—plot 737—Application for lease of.

( File No. Mis. 875/27. )

Considered Estate Agent's No. 16189, dated 10th November 1927 :—

" Herewith I have the honour to forward an application by Bai Maherbanu Sorabji Driver for a 999 years' building lease of the above plot on payment of a premium of Rs. 9-8 0 per sq. yard within two months from the date of acceptance of the offer, together with a nominal rent of Re. 1 per annum. This is equivalent to a ground rent calculated at 6% on Rs. 10-8-0 per sq. yard.



2. The applicant wishes to erect a building on the plot for her own residence.
3. The area of this plot being about 482 sq. yards, the premium will amount to Rs. 4,579.
4. The conditions on which the application is based are normal and acceptance is recommended."

**Resolution 640.**—The application is accepted.

7. Re : The Club Road Recreation Club—termination of the present agreement and entering into a new agreement with the names of the new Trustees inserted therein and alteration of Rule 3 of the Club—sanction for.

( File No. Mis. 689/27. Ref. C. R. 600/18-10-27.)

Considered the following :—

- (a) Letter, dated 24th October 1927, from the Honorary Secretary, the Club Road Recreation Club :—

"The General Body of Members of this Club at a meeting held on 11th September 1927, appointed Messrs. Jal Mugaseth and Haji Oosman Haji Saleh Mahomed Poonawalla as Trustees of the Club, in place of Messrs. Cassum Mahomed Mitha (deceased) and Dara Nusserwanji Mirza (resigned) and we shall be pleased if you would substitute the above names in the new lease, which we understand has to be entered into, in view of the enhanced rent we shall now have to pay to the Trust for the Angle Bar Fence enclosing the larger triangle, which has been passed by the Board. We await your notice of the termination of the existing lease.

At the same meeting it was resolved to alter Rule 3 of the Club, which now reads :—

'The Club shall be managed by a Committee consisting of the President and not less than eight and not more than eleven other members, all residents of the Trust's West Agripada Estate. Four seats on the Committee to be reserved for landlords, lessees of the Trust's West Agripada Estate.'

We would be pleased to have your approval to this alteration."

- (b) Estate Agent's No. 15730, dated 2nd November 1927 :—

"\* \* \* \* \*

2. As a new agreement has to be entered into by the Trustees of the Club Road Recreation Club in view of enhancement in rent consequent upon the charge of interest on the cost of the fencing, to be provided as per Committee Resolution No. 600 of the 18th October 1927, the Improvements Committee's sanction may please be obtained to give the Trustees of the Club Road Recreation Club a notice in terms of the proviso No. 2 of the Agreement to terminate the present tenancy.

3. The appointment of Messrs. Jal Mugaseth and Haji Oosmen Haji Saleh Mahomed Poonawalla as Trustees of the Club in place of Messrs. Cassum Mahomed Mitha (deceased) and Dara Nusserwanji Mirza (resigned) and the preparation of the new agreement in their names may please be approved.

4. The Improvements Committee's sanction is also requested to the alteration of Rule 3 of the Club as suggested."

(c) Chief Officer's note, dated 5th November 1927 :—

"Rule 3 runs as follows :—

'The Club shall be managed by a Committee consisting of the President and not less than four and not more than six other members, all residents of the Improvement Trust's West Agripada Estate.'

2. The proposed Rule increases the number of members and provides that four seats shall be reserved for the Board's lessees who, however, must be resident on the Estate.

3. I see no objection to the proposal."

**Resolution 641.**—A notice to terminate the present tenancy should be given to the Trustees of the Club in terms of proviso No. 2 of the Agreement.

2. A fresh tenancy should be granted on the terms already agreed on.

3. Sanction is accorded to the proposed alteration of Rule 3 of the Club's Rules.

8. Re : Nowroji Hill Estate—Plot 88—request for withdrawal of offer and refund of deposit—sanction for.

( File No. Mis. 175/27. Ref. C. R. 143/27. )

Considered Estate Agent's No. 15881, dated 4th November 1927 :—

"With reference to the Improvements Committee's Resolution No. 143, dated the 8th March last, I have the honour to state that the applicants herein were repeatedly asked to pay the required deposit but as they failed to do so, a registered letter was addressed to them. A copy of the reply (printed) below received thereto is forwarded herewith for your information.

It will be seen from the letter that the applicants are not in a position to build on the plot and therefore desire to withdraw their application, which they may be permitted to do.

Their request to refund them the balance of the cash deposit cannot be complied with."

*Letter, dated 17th October 1927, from Dr. Reuben, President of the "Gate of Mercy" Synagogue addressed to the Estate Agent, Bombay Improvement Trust, referred to above :—*

"I beg to acknowledge receipt of your letter No. 14668, dated the 13th instant in the above matter and previous letters in the same connection.

As you are aware the plot was taken up for the purpose of a Central Hall for the use of the Bene Israel community which was proposed to be erected by the 'Gate of Mercy' Synagogue. At the time the offer for the plot was made, my Committee had before it estimates which put down the cost of the proposed building at a sum not exceeding Rs. 80,000. The General Meeting of the Members of the 'Gate of Mercy' Synagogue which accorded its sanction to the scheme and authorised the taking up of the plot also acted upon this estimate.

When detailed estimates were however called for, it was found that the cost would exceed Rs. 1,25,000 and that there was no way to reduce the same. The amount which the 'Gate of Mercy' Synagogue has in hand for the purpose scarcely amounts to Rs. 70,000 and in the present circumstances the Committee had no expectation that the balance could be available either from the income of the Synagogue Estate or from the contributions from the Bene Israel public. If the work had therefore been proceeded with, it would have involved the raising of a loan of at least half a lac of rupees at a heavy rate of interest. My Committee

felt it incumbent upon it in these circumstances to place the matter once more before the General Body of the members of the 'Gate of Mercy' Synagogue for their consideration in view of the revised estimates. The meeting was accordingly held on 11th September last and a resolution was unanimously passed by the General Body that the 'Gate of Mercy' Synagogue was not in a position to proceed with the scheme for the Central Hall and the same should therefore be given up.

I regret extremely that we are unable in these circumstances to avail ourselves of the plot which the Improvements Committee had been so good as to grant us on special concession rates and subject to other favourable conditions.

I have therefore to request you to allow me to cancel the arrangement and sanction the return of the deposit of Rs. 500 subject to such deduction for actual legal charges as may have been incurred.

I am very sorry that the Trust has been put to all this trouble and I and my Committee hereby tender our thanks to the Trust for all its kindness."

Proposed by the Chairman—

"That the offer sanctioned in Committee Resolution No. 143, dated 8th March 1927 be cancelled and the balance of the cash deposit be returned, after deducting the legal charges, if any."

*Amendment*—Proposed by Sir Reginald Spence, seconded by Mr. Tairsee—

"That the offer sanctioned in Committee Resolution No. 143, dated 8th March 1927 be cancelled and the balance of the cash deposit be forfeited."

The amendment on being put to the vote was declared *carried* and it was also *carried* as a substantive proposition.

**Resolution 642.**—The offer sanctioned in Committee's Resolution No. 143, dated 8th March 1927 is cancelled and the balance of the cash deposit should be forfeited.

9. Re : Chaubati West Estate—plot 32A—proposed additions and alterations to the building on.

( File No. Mis. 865/27. )

Considered the following :—

(a) Trust Architect's No. 2835, dated 22nd October 1927 :—

"I have the honour to forward herewith plans\* showing a bay window encroachment towards the south in place of the existing galleries over 15 feet front open space facing 30' road.

The proposal is mainly intended to add to the area of the end bed-room and also as an architectural feature to the building. It may be allowed subject to premium being paid in proportion to the extra area gained. The lessee has intimated through his architects that he is prepared to pay the same.

Minor deviations proposed in the galleries over the front and side open spaces also covering the open galleries at third floor level with a roof may be allowed.

Sanctioned plans\* accompany for reference and favour of return when done with."

\*Not printed.

(b) Estate Agent's No. 15959, dated 7th November 1927 :—

“\* \* \* \* \*

2. The undersigned concurs with the recommendations made by the Trust Architect.

3. This plot admeasures 487 sq. yards and the rent calculated at 6% on Rs. 35 per sq. yard.

4. The plot is held on a 99 years' lease from 21st August 1924. Under proviso No. 4 of the lease a premium may be charged by the Board for the additions to the building on account of the proposed bay window. The proposed addition is about 57'5 sq. feet which will be an increase of nearly 3% on the sanctioned floor area of 1935 sq. feet of the building.

5. The lease for the plot having been granted, it is suggested that the proposed addition may be allowed on condition that the lessee pays a premium of Rs. 510.”

**Resolution 643.**—The proposed encroachment is allowed subject to payment by the lessee of premium of Rs. 510.

10. Re : Sandhurst Road West Estate—plot 25—proposed room on the 4th floor—construction of—sanction for.

( File No. Misc. 861/27. )

Considered the following :—

(a) Trust Architect's No. 2707, dated 4th October 1927 :—

“ I have the honour to forward herewith plans\* for a proposed room only at the fourth floor over the existing terrace on the south of the building on the above plot, received from the lessee's architects.

According to the agreement the building tenant is allowed to build upto five floors above the ground level. The building at present consists of a ground and three upper floors. The proposed room, which is intended for the use of the lessee himself occupying the third floor, complies with the 63½° rule.

In the circumstances the proposal is recommended for sanction subject to a premium being paid as usual.

Sanctioned plans accompany for reference and favour of return when done with.”

(b) Estate Agent's No. 15888, dated 4th November 1927 :—

“ \* \* \* \* \*

2. This plot was let to Mr. Bapurao Ramchandra Avate under an agreement, dated the 4th October 1913 according to which five floors above the ground level were allowed. It was subsequently resumed by the Board and re-let to the present lessee at a rate of Rs. 35 per square yard.

3. The new building agreement and rules did not restrict the tenant to any particular number of floors to his building but he elected to build a ground and three upper floors.

4. The proposed room on the 4th floor over the existing terrace is well set-back and does not disturb the sky line, and may therefore be allowed.

5. The lease contains the usual clause permitting the Board to charge a fine or premium as consideration to make any alteration or addition, but in as much as the lessee would not have had to pay any fine or premium had he originally intended to construct a building with four upper floors, it is suggested that no premium be demanded from the lessee.”

## (c) Chief Officer's note, dated 5th November 1927:—

"As the lessee could, under the terms of his building agreement, have erected this room when he originally constructed the building, no premium should in my opinion be charged."

**Resolution 644.**—The erection of the proposed room should be allowed free of any premium.

11. *Re : Scheme 56, Dharavi—(Southern portion of)—proposed development of a portion as sites for milch cattle stables.*

( File No. Mis. 318/27. Ref. C. R. 200, dated 12th April 1927. )

Considered Chief Officer's note, dated 3rd November 1927 :—

" On the 12th April last the Committee considered a suggestion that a portion of the area included in this scheme should be developed as sites for milch cattle stables and resolved that I should address the Municipal Commissioner on the subject and report the result.

2. In accordance with the above resolution I communicated with the Municipal Commissioner and also discussed the matter with him. The Commissioner afterwards approached the Corporation in the matter and I attach hereto for the information of the Committee:—

(a) the Commissioner's letter No. E. C. 2940/D of 1927-28, dated 28th October 1927.

(b) extract from the proceedings of the Public Health Committee, dated 7th July 1927, and

(c) copy of Corporation's Resolution No. 6430, dated 22nd September 1927.

3. It will be seen that the Public Health Committee have approved of the Commissioner's proposals to grant permission for the erection of stables on the area referred to, provided such stables comply in all respects with the bye-laws it being clearly understood that the grant involves no departure from the policy of removing such stables from the Island at the earliest convenient opportunity and that when adequate arrangements have been made for such removal or at any time it may be decided for other reasons to do so, the licenses for these stables will be withdrawn.

4. It has to be considered whether tenants would take up the land and erect stables on these terms. Personally I am inclined to think they would if the leases contained clauses permitting them to remove their buildings and to surrender their tenancies, should the licenses be withdrawn. I realize that it would be running too great a risk to construct long lengths of roads, sewers and storm water drains before tenants were secured. I advise therefore that before any work is undertaken advertisements be inserted in the local press inviting offers for a maximum of say five plots (containing approximately 28,000 sq. yards) and that should the offers be satisfactory the construction of sufficient lengths of roads, sewers and storm water drains be undertaken while the tenants are erecting their buildings. I also suggest that should these recommendations commend themselves to the Committee the Land Sub-Committee should be asked to submit proposals as to the length of the lease to be granted and the special covenants to be inserted therein."

*Accompaniment Item No. 5.*

"Considered the following :—

(a) Municipal Commissioner's letter No. E. G. 2940/d of 1927-28, dated 28th October 1927 :—

"I have the honour to say that the Corporation have under their Resolution No. 6430 of 22nd September 1927 approved my proposal to allow you to erect milch cattle stables at

Dharavi on the conditions specified below. I attach a print of the Corporation Resolution and papers underlying it.

The policy of the Corporation has been to discourage the construction of the new milch cattle stables in any part of the City. This policy has been consistently adhered to for the last ten years and it is only in the case of stables proposed to be constructed by the Trust, that an exception is made.

The permission will be granted on the distinct understanding that the stables shall comply in all particulars with the bye-laws and that no departure from the policy of removing such stables from the Island at the earliest convenient opportunity is thereby indicated so that when adequate arrangements have been made for such removal or at any time it may be decided for other reasons to do so, the license for these stables if constructed will be withdrawn.

As regards the cost of construction if a reduction by some fact in the span of the main roof of each stable, without any reduction in the area of the plinth would effect economies worth considering, the Health Officer will show any representative you may depute to call at this office, plans for this reduction prepared by the Municipal Dairy Superintendent before he left the Municipal service."

(b) Extract from the proceedings of the Public Health Committee, dated 27th July 1927 :—

"Considered Letter from the Commissioner, No. E. G./2940/D., dated the 21st June 1927 :—

"I have the honour to refer to Corporation Resolution No. 1225 of the 10th May 1927, forwarding for my remarks Resolution No. 17 of the Public Health Committee, dated 4th March 1927, and the papers underlying it *re* : the question of allowing the construction of new milch cattle stables in the City, etc., and to say that the policy of the Corporation to discourage by every possible means the construction and maintenance of milch cattle stables within the area of the City has been consistent for the last ten years. The last occasion upon which the matter was discussed was in 1925 when it arose in connection with the Commissioner's letter No. H. 143-B., dated 15th December 1924. In that letter I stated that I had once again gone into the question thoroughly and was convinced that it would be most undesirable from every point of view to allow any more stables to be built within the City limits and added that the Heads of the Municipal Departments with whom I had discussed the matter were at one with me in supporting this view.

The Sanitary Measures Committee in their Fifty-first Report, dated 29th April 1925, asked me to continue the policy of not granting licenses for the erection of milch cattle stables in the undrained areas of the City, and to allow reconstruction of the existing stables on sanitary lines in the drained areas of the City, subject to the condition that the stables should be liable to be removed by the Corporation as soon as the Municipal scheme at Deonar was ready. This Report was approved and adopted by the Corporation by its Resolution No. 4135 of the 20th July 1925.

The Report of the Public Health Committee under reference appears to go a little further than this in so far as it forbids the conversion of bullock and horse stables into milch cattle stables. But this is not actually the case, as the orders of the Corporation under their Resolution No. 4135 of the 20th of July 1925, above referred to, were interpreted to allow the reconstruction of milch cattle stables only and not the conversion of bullock and horse stables. I am of opinion that the policy laid down is entirely correct. The demand for stabling milch cattle within the City is much less than it was. As a result of the orders passed by the Corporation, facilities have been provided for the stabling of milch cattle in the suburbs, and though this does not prevent the slaughter of useful cattle as the institution of country dairy farms would do, it prevents the dislocation of local supply owing to stabling difficulties. At the same time an advance has now been made towards the ultimate goal of the removal of these stables altogether from Bombay, as the Corporation under its Resolution No. 1148 of the 9th May 1927 has approved of Government being moved to amend the Municipal Act to enable the Corporation to acquire land outside the City limits for the purpose of the construction of such stables. In the circumstances, the policy laid down by the Public Health Committee by its Resolution referred to is correct.

At the same time, I have the honour to forward herewith an application received from the Chief Officer, City Improvement Trust, in a letter No. Misc. 318/27 of 22nd April for the licensing of stables which it is proposed to construct in Dharavi to house 2,500 milch cattle.

A copy of the Chief Officer's note of 8th April describing the scheme and accompanying his letter is appended.

The Drainage Engineer certifies that there is no serious objection to the proposal, owing to the fact that an adequate sewer exists and the effluent will be dealt with by ordinary pumps and not by ejectors, so that there is not the same danger of chokes occurring as there would otherwise be. The area chosen is far remote from habitations and no residential buildings are likely in the near future to be constructed in the neighbourhood. There are actually a large number of milch cattle wandering in the north of the Island, some of which are stabled under most insanitary conditions at present and the provision of the stalls suggested would enable these cattle to be properly accommodated.

I have discussed this proposal with the Chief Officer of the Trust and the Health Officer, and am satisfied that the circumstances are very exceptional and that if in any case an exception to the general rule is to be made, this would be the proper case to do so, as no nuisance would be likely to occur from the proximity of residential habitations or from drainage difficulties. I should therefore, if the Public Health Committee and the Corporation agreed that it was proper to do, be prepared in this case to grant permission to the erection of milch cattle stables on the area specified, provided such stables complied in all particulars with the bye-laws, it being clearly understood that it involved no departure from the policy of removing such stables from the Island at the earliest convenient opportunity and that when adequate arrangements have been made for such removal or at any time it may be decided for other reasons to do so, the licenses for these stables would be withdrawn. I doubt very much if the Improvements Committee will find it possible to proceed with the Scheme on these terms; but it is undesirable to modify them even in the case of the City Improvement Trust.

*Letter to the Commissioner from the Chief Officer, Bombay Improvement Trust, No. Misc. 318/27, dated the 22nd April 1927 :—*

' Re : Dharavi Scheme—proposed sites of milch cattle stables.

Herewith I have the honour to forward copies of a note submitted by me to the Improvements Committee and of their Resolution on the subject and to request you to be good enough to inform me whether you will be willing to grant the necessary licenses, should the Committee decide to let the land for the erection of stables.

2. From the copy of the plan (No. E. A. 75, dated 6th April 1927) you will see that the arrangement more than satisfies the Municipal Bye-Laws relating to stables.'

*Chief Officer's note, dated 8th April 1927, above referred to :—*

' Re : Scheme No. 56, Dharavi—proposed development of a portion as sites for milch cattle stables.

For some years past we have been greatly troubled with stray buffaloes grazing on our lands in the north of the Island and in addition the approaches to Worli are spoilt by the unsightly stables just to the north of Love Grove.

2. We have in the south-east corner of the Dharavi Scheme an area which, if stables are to be allowed to be constructed in the Island, is an almost ideal site for the purpose as apart from being within easy reach of the city it is at a considerable distance from any places of human habitation. It is bounded on the south by the Mahim Connection Railway while on the east is the G. I. P. Railway beyond which is the large disused cemetery.

3. With a view to abating the nuisance above referred to, the Estate Agent has prepared a plan shewing how a portion of the Dharavi area could be developed as sites for stables and provided the Municipal Commissioner would agree to grant the necessary licenses it is fairly certain that the land could be disposed of at rents which would be remunerative to the Trust. In preparing the plan, the Estate Agent has followed the principle adopted by the Board in the case of the East Agripada stables by providing ample open spaces between the stables.

4. The Engineer has gone into the question of the drainage and is satisfied that it can be satisfactorily dealt with.

5. The plan makes provision for a total of about 2,500 buffaloes, but it is unlikely that all the plots would be required at once. On the East Agripada we have over 2,000 animals stabled in one section and over 1,800 in another and it is generally admitted that these stables are satisfactory.

6. Provision has been made in this year's budget for the necessary expenditure on roads and drains.

7. If the Committee approves of the idea the Municipal Commissioner will be addressed on the subject and asked to agree to grant licenses to the Board's tenants if and when the plots are let for the purpose.'

*Excerpt from the proceedings of the Improvements Committee's meeting held on 12th April 1927 :—*

' 3. *Re* : Scheme 56, Dharavi, Southern portion of—proposed development of a portion as sites for milch cattle stables.

( File No. Misc. 318/27. )

Considered Chief Officer's note, dated 8th April 1927 :—

( Printed above. )

**RESOLUTION NO. 200.**—The Chief Officer should address the Municipal Commissioner on the subject and report the result.'

Resolved : ' That it be recommended to the Corporation that the policy enunciated in the Commissioner's letter which has already been adopted by the Corporation be adhered to and the Commissioner be informed that the Corporation approve of his proposal to grant permission to the City Improvement Trust for the construction of a milch cattle stable at Dharavi on the terms and conditions stated in the letter.' "

\* \* \* \* \*

(c) Copy of Corporation's Resolution No. 6430, dated 22nd September 1927 :—

" Proposed by Dr. Dinsha B. P. Master, seconded by Dr. A. G. Merchant—

' That the proceedings of the meetings of the Public Health Committee, held on the No. 6430. 7th and 25th July 1927, be confirmed.

2. That the letter, dated the 15th August 1927, from Mr. Framji Jamshedji Kathoke regarding a Municipal requisition to fill in a well at Dadar, be forwarded to the Commissioner for disposal in continuation of Public Health Committee's Resolution No. 93, dated the 7th July 1927.'

*Carried."*

**Resolution 645.**—The recommendation made by the Chief Officer is approved.

2. The question regarding the length of lease to be granted and the special covenants to be inserted therein should be referred to the Land Sub-Committee for consideration and report.



12.

Re: Dadar—Matunga—Scheme 5—plot 609—Re-layout.

Considered the following :—

(a) Trust Architect's No. 2705, dated 4th October 1927 :—

"I have the honour to forward herewith plans\* for the re-layout of the building on the above plot shown in green dotted lines and the sanctioned layout shown in yellow, received from the Architects Messrs. K. P. Davar & Co., as per their letter† No. 1094 dated 27th September 1927 (copy attached).

It is proposed to throw the outhouse area into that of the main building by extending the latter in the rear by 5 feet. It is also proposed to extend the width of the building by 5 feet towards South-West. This will result in leaving an open space on that side, 15 feet in width, exactly similar to the case of the building on Plot No. 620 across the road in front. It may also be pointed out that there is a large open space between Plots Nos. 608 and 609.

In the circumstances the proposal for the re-layout may be sanctioned for the convenience of planning, subject to extra rent being paid in proportion to the additional area covered."

*Letter No. 1094, dated 27th September 1927, from the Architects Messrs. K. P. Davar & Co. re. Plot No. 609, Dadar-Matunga Estate.*

"We have the honour to submit for approval in duplicate copies block plan and ground floor plan of the proposed building on the plot No. 609 Dadar-Matunga Estates. The building area as shown on your plan is 171 sq. yds. and that of the out-house is 55·8 sq. yds. We are told that the building area given to the Zoroastrian Building Society was much more.

We beg to propose the building site to be widened 5 ft. towards the plot No. 608 as shown by green lines on the plan. The plot No. 608 is a corner one and the building site is so arranged that the open area between the buildings remains very wide even though open space of the plot No. 609 is reduced to 15 ft. Even with 15 ft. wide open space area between the two buildings on Plots Nos. 608 and 609 is 105 sq. ft. more than that between the buildings on plots 609 and 610, where the side open spaces are 20 ft. wide of each plot.

The plot No. 620 exactly opposite to the said plot No. 609 had been erected long ago and its open space on the same side, that is towards the plot No. 612, is only 15 ft. wide.

Hence we request you to kindly consider our case and allow our client Mrs. Bapsey A. Sabawalla to build on the area bounded by green lines as shown on the plan. There shall not be any outhouse, therefore the building is proposed to be 5 ft. more in length. The said building will be ground floor and two upper therefore 5 ft. extra length instead of 15 ft. of outhouse is added to its length.

We request you to let us have your favourable reply soon."

(b) Estate Agent's No. 16565, dated 16th November 1927 :—

"\* \* \* \* \*

(2) The undersigned concurs with the Trust Architect's recommendations.

(3) Under the proposal the sanctioned floor area of the building will be increased from 5139·27 sq. ft. to 5904·27 sq. feet which is an increase of 14·88%. The ultimate ground rent of Rs. 332/- will therefore be increased by 14·88% which will amount to an additional rent of Rs. 48/- per annum.

(4) The building tenants of plots No. 608 and 610 were asked if they had any objections to this proposal and copies of their replies are forwarded herewith for information.

\* Not Printed.

(5) It may be stated that the building tenant of plot No. 610 is also the Lessee of plot No. 788 and he had taken a similar objection to the revised layout of plot No. 790 which has been recently sanctioned by the Improvements Committee under their Resolution No. 590 dated the 18th October 1927.

6. The building as proposed for plot No. 609 is shown in green dotted lines from which it will be seen that there will be seen plenty of open space in the rear and the undersigned is of opinion that the objections raised by the building tenant of plot No. 610 are unreasonable and that the proposal for the re-layout may be sanctioned subject to the payment of extra ground rent amounting to Rs. 48 per annum."

*Reply from building tenant of plot 608, referred to in para 4 above:—*

"With reference to your letter of the 13th ultimo, addressed to my client Mr. Pirojshaw S. Hormasji, regarding the above plot, I beg to inform you that my client has no objection to the revised layout proposed by Messrs. K. P. Davar & Co., provided the lessee of plot No. 9 gives my client an undertaking not to build in future on any further open space left round the present proposed building side and also not to raise any objection at any time when the lessee of plot No. 608 wishes to revise the layout of his building area."

*Reply dated 10th November 1927, from building tenant of Plot No. 609, referred to in para 4 above:—*

"I am in receipt of your letter No. 14537 of the 11th ultimo, and also of your reminder No. 15537 of 31st ultimo, and noted the contents. I regret I could not reply earlier as I have not been well.

I must draw your attention to the fact that it is waste of time when you address me on questions of changes etc., in plots, as on two former occasions, you wrote for my views, and I stated them definitely, but you simply ignored my desires and protests and did what you chose, with the total disregard for any of my protests, and it appears to me that my protests will receive no attention whatever, so it is serving no purpose by thus writing and asking my opinion. For whatever my opinion may be you will still act as you choose in the matter, and therefore please discontinue the practice further.

The original and the main intention of the colony, was to maintain free passage for the light and air, for the benefit of all plot-holders and that it should be a garden colony while by the present practice of, first placing seven buildings, in the place of the original four buildings, behind my plot 788, and also by granting on plot 790, an extension of 15 feet in continuation of the main building, instead of allowing free passage of 15 feet, between main building and garage as usual, you have obstructed free light and air passage from my plot 788, and so diminished the value of my plot to about 40 per cent. of the original cost. In addition you have permitted the erection of a garage on my plot 788 on the common compound wall, instead of leaving 15 feet, at least space between the garage and the wall, which also will obstruct the free passage of light and air to my building, and this should under no circumstances be allowed, even at the present stage, in order to prevent still further diminishing the value of plot 788, for which I shall be greatly obliged."

**Resolution 646.**—The proposed relayout is sanctioned, subject to the building tenant agreeing to pay an additional rent of Rs. 48 per annum.

13. Re: Dadar-Matunga—plot 670—Motor garage on—request by the building tenant to exempt him from the payment of extra ground rent.

(File No. Mis. 717/27. Ref: C. R. 511/1927).

Considered the following :—

- (a) Trust Architect's No. 2986, dated 11th November 1927 :—

"In continuation of this office No. T. A. 2808 dated 15th October 1927, intimating the acceptance by the Lessee of the conditions of C. R. No. 511 dated 6th September 1927, I have the honour to forward herewith a copy (printed below) of subsequent letter received from the Lessee's architects requesting that in view of the open spaces left unbuilt upon out of the building area the extra ground rent asked for the motor garage may not be charged.

In the circumstances it is recommended that the request of the lessee may be granted subject to the condition that the area of the garage is deducted from the surplus building area of this plot in case of any future extension of the building.

Sanctioned set of plans\* accompanies for reference and favour of return when done-with."

*Copy of letter from the Lessee's architects referred to above :—*

"In continuation of our letter of yesterday's date, we beg to intimate that our client requests that in view of the spaces left open by him out of the area allowed to be built upon for the main building, the extra ground rent asked for under condition 11 of your letter No. T. A. 2589 dated 16th ultimo, may please be forgone."

- (b) Estate Agent's No. 16374, dated 12th November 1927 :—

\* \* \* \* \*

2. The undersigned concurs with the Trust Architect's recommendation, which is in effect merely an alteration in the arrangement of the building area, and as such may be approved.

3. A similar concession was allowed in the case of plot No. 639 of this Estate."

**Resolution 647.**—In supersession of Committee's Resolution No. 511, dated 6th September 1927, the proposed motor garage should be allowed, subject to the usual normal conditions contained in Trustees' Resolution No. 296, dated 27th September 1918 and to the further conditions specified in the Trust Architect's No. 2241, dated 25th August 1927 and No. 2986, dated 11th November 1927.

14. Re: Dadar-Matunga North Estate—Tennis Courts and playground behind plots 65 to 72—letting out of, to the Indian Association, Matunga.

Considered Estate Agent's No. 16028, dated 8th November 1927 :—

"With reference to your No. Misc. 724/27, dated 17th September 1927, I have the honour to state that the above two tennis courts have been constructed by the Trust Engineer some time back at a cost of Rs. 6,300.

2. An application for use and occupation of the same and the playground has since been received from the Indian Association, Matunga, and Mr. M. R. Tambe on behalf of the Association had an interview with the undersigned on 16th September 1927, when it was settled that—

- (a) The Association should hold the tennis courts and playground on a monthly tenancy at a rent of Rs. 25 per mensem for 5 years only and the matter to be reconsidered at the end of this period.
- (b) The Association are not to have any structure or erection on the playground ; but are to be allotted some portion of the adjoining vacant building plots at concessional terms for this purpose only on a temporary tenancy.
- (c) The agreement will be prepared in office as the Association do not want the same to be drawn by the Trust Solicitors as it will be too expensive.
- (d) The arrangements for water pipes, carriage entrances, levelling, etc., will be made by the Association at their own expense, as such things are in all cases done and paid for by the tenants.

3. These terms were duly communicated to the General Secretary of the Association and he has now replied accepting the same.

4. The Association has been formed only recently with the objects *inter alia* of providing facilities for athletic sports for its members. The membership is open to any person irrespective of caste, creed and religion provided that at least 2/3rds of the members of the Association are residents of the Board's Dadar-Matunga Estate. A copy\* of the rules and regulations of the Association is forwarded herewith for reference and return.

5. The favour of obtaining the Improvements Committee's sanction to letting the tennis courts and playground to the Association on the conditions set out in para 2 above is requested."

**Resolution 648.**—The Tennis Courts and the playground referred to should be let to the Indian Association, Matunga, on the conditions set out in para 2 of the Estate Agent's No. 16028, dated 8th November 1927.

15. Re : Excesses over budget grants—Sanction for.

Considered the following :—

- (a) Scheme 32, Agripada, Maintenance of S. P. Sheds in—

Considered Engineer's No. 10933, dated 8th November 1927 :—

"With reference to your letter No. W. A 1645 of 19th October 1927 in the above matter, I have to point out that the original budget provision of Rs. 1,000 in this case was fixed taking into consideration the usual items of expenditure on repairs but during the last monsoons the roof of these sheds leaked so heavily that as many as 600 C. I. sheets from it had to be renewed as no amount of dammering would stop the leakages. This unforeseen item of expenditure, added to the approximate amount which is likely to be required during the unexpired portion of the current official year, is estimated to cause an excess of Rs. 1,000 over the original provision. I have, under these circumstances, to request the favour of your obtaining the sanction of the Improvements Committee to a further grant of Rs. 1,000, under this head."

\* Not printed.

(b) Scheme 3, Sandhurst Road Estate—expenses, *re* : other lands and buildings in—

Considered Engineer's No. 11000, dated 10th November 1927 :—

“ With reference to Chief Accountant's No. W. A. 1343 of 13th September 1927, I have to request you to obtain Improvements Committee's sanction to an excess expenditure of Rs. 1,500 over the budget provision of Rs. 2,000 under the above head. The excess is mainly due to the work of painting the Dongri Market and to the carrying out of certain other repairs in connection therewith such as propping and renewing decayed posts, providing posts under the beams of trusses of the roof, providing an additional storage tank and repairs to stalls. It will be remembered that a provision of Rs. 1,100 for painting the Market was made in the revised budget for the year 1926-27, but as the budget was finally sanctioned at the end of the year, the work could not be undertaken and the amount lapsed. It had, however, to be carried out in the current year as there were pressing requisitions from the Superintendent of Municipal Markets.

Certain repairs comprising (1) plastering of the walls of basement floor of the building on plot No. 106 in addition to mephalting the terrace roof and providing rain water pipes also contributed to an excess over the budget grant in question.”

(c) Chief Accountant's note, dated 11th November 1927 :—

“ In both the cases the excess may be met from the provision of Rs. 85 lakhs made in the current year's budget for 'Interest on Loans'. ”

Proposed by the Chairman—

“That the Board be recommended to sanction the transfer of the sums of Rs. 1,000 and Rs. 1,500 from the provision of Rs. 85 lakhs made in the current year's Budget for 'Interest on Loans' to General Account Expenditure, Scheme 32 S. P. Sheds and Scheme 3 respectively.”

*Amendment*—Proposed by Dr. Viegas, seconded by Mr. Silam—

“That the Chief Officer be requested to report—

- (1) Whether the excess expenditure has been incurred,
- (2) the number of the S. P. Sheds,
- (3) whether these sheds are insanitary or not,
- (4) whether the inmates of these sheds can be removed to the Bombay Development Department Chawls,
- (5) whether it would not be better to demolish these sheds,
- (6) whether further expenditure will be required on these sheds,
- (7) whether they were erected at the same time,
- (8) whether they were constructed with old material.”

After hearing the Chief Officer, Dr. Viegas asked for and obtained permission to withdraw the amendment. He then proposed to move another amendment, whereupon a point of order was raised by Mr. Neilson as to whether Dr. Viegas could be allowed to move another amendment. The Chairman upheld the point of order.

Dr. Viegas then wanted to speak on the motion, but he was not allowed to do so, as the Chairman considered that Dr. Viegas had already spoken on the resolution and as there was no amendment Dr. Viegas could not speak.

*Amendment*—Proposed by Mr. Silam, seconded by Dr. Viegas—

“That the consideration of the item be postponed.”

The amendment on being put to the vote was declared *lost*.

The original proposition on being put to the vote was declared *carried*.

**Resolution 649.**—The Board should be recommended to sanction the transfer of the sums of Rs. 1000/- and Rs. 1500/- from the provision of Rs. 85 lakhs made in the current year's Budget for “Interest on Loans”, to General Account Expenditure—Scheme 32 S. P. Shed and Scheme 3 respectively.

16.

Re : Budget 1928-29.

Considered Chief Officer's note, dated 17th November 1927 :—

“I have in hand the preparation of the budget for 1928-29. The establishment required and the amount of money to be borrowed will depend to a large extent on the work to be done during the year. I therefore suggest that before the draft budget is submitted to the Finance & Establishment Sub-Committee the Works Sub-Committee should be consulted as to the works to be undertaken.”

**Resolution 650.**—The suggestion made by the Chief Officer is approved.

17.

Re : Sandhurst Road West Estate—plot 29—request for grant of license to provide an iron gate in the Northern boundary of the plot to give access to the New West-End Cinema—sanction for.

(File No. Mis. 885/27.)

Considered the following :—

(a) Estate Agent's No. 16366, dated 12th November 1927 :—

“I have the honour to forward herewith a copy (printed below) of a letter No. 4929, dated the 5th instant from Messrs. Merwanji Bana and Co., Architects, asking for a license to provide an iron gate of 14'-0" in width in the Northern boundary of the above plot in the position marked A on the accompanying plan\* to give access to the owner of and members of the Public visiting the New West-End Cinema, through another gate at B on the said plan. The undersigned sees no objection to the necessary license being granted subject to the following conditions.

(a) That the license to be revocable at any time at the will of the Board.

(b) that the Licensee pays a nominal rent of Re. 1/- per annum.

(c) that the cost of and incidental to the license to be borne by the Lic

\*Not printed.

*Letter No. 4929, dated 5th November 1927, from Messrs. Merwanji Bana & Co., re: Plot No. 29, Sandhurst Road West.*

"Under instructions from our client Mr. D. V. Savale, the lessee of the above plot, we have the honour to submit herewith plans\* in triplicate showing the said plot with its boundaries edged in red. On the west of the said plot No. 29 is situated the site for the new West-End Cinema with the land edged in yellow. This plot for the Cinema belongs to Mr. Gordhandas Mangaldas, who also owns plot No. 30 with the open passage of 40'-0" wide leased to him by the Board.

The Lessee Mr. Savale has agreed to allow the owner of the new West-End Cinema to have access from the northern boundary of his plot No. 29 and for this purpose an iron gate of 14'-0" width has to be provided in the said northern boundary marked A. Through that gate the owner of the West-End Cinema gets an access to his land through the 14'-0" gate opening to be provided in the Eastern boundary of the Cinema plot and is marked as B.

Under the circumstances you will be good enough to grant the Lessee of Plot No. 29 a license to provide the said gate opening "A" in the northern boundary of his plot.

We shall feel obliged if you will be good enough to return us one plan with your permission.

The old West-End Cinema has been demolished."

(b) Trust Architect's No. 3025, dated 15th November 1927 :—

\*\*\* \* \* \* \*

The undersigned concurs with the Estate Agent's recommendation.

The plan is in order and may be approved subject to the stoppers being provided to the gates marked 'A' and 'B' so as not open over 40 feet passage and Plot No. 29 respectively."

**Resolution 651.**—A license revocable at the will of the Board should be granted to the lessee to provide an iron gate in the northern boundary of the plot, subject to the condition mentioned in the Trust Architect's No. 3025, dated 15th November 1927 and to the further condition that the lessee pays the cost of and incidental to the license.

18. Re : Dadar-Matunga Estate—plot 691—fixing of maximum rent for the building on.

( File No. Mis. 890/27.)

Considered Estate Agent's No. 16570, dated 16th November 1927 :—

"I have the honour to state that the above plot is one of those allotted by the Board to the Zoroastrian Building Society Limited.

2. The building on the above plot is completed and a completion certificate granted.   
 spoken on the above mentioned Society proposes to fix a maximum rent of Rs. 312 per   
 month of speak. whole building follows.   
 month

	Rs.
<b>Ground floor—</b>	
2 tenements at Rs. 42 each per month	84
<b>First floor—</b>	
2 tenements at Rs. 52 each per month	104
<b>Second floor—</b>	
2 tenements at Rs. 62 each per month	124
Total per month Rs.	312

4. As required under the terms of the Zoroastrian Building Society's Agreement the abovementioned amount of rent is on the basis of an annual net return of 6 per cent. on the actual total outlay on the building amounting to Rs. 37,000 and the same is, therefore, recommended for the Improvements Committee's approval and sanction."

**Resolution 652.**—The proposed maximum rents for the ground, first and second floors are approved.

19. Re : Scheme 62, Love Lane Chawls—complaint re : water supply from tenants of Block No. 1, 3rd floor.

( File No. Mis. 323/26. )

Considered the following :—

(a) Letter from the tenants, received on 10th November 1927 :—

" We the undersigned tenants of Bombay Improvement Trust Chawl, Block No. 1, 3rd floor, Love Lane, Mazagaon, Bombay, beg to place before you the following few lines for favour of consideration.

We are living in the Chawl mentioned above. No water is coming properly in the morning as well as in the evening. Owing to the scarcity of water we are greatly inconvenienced. The water-closets become very dirty and a bad smell is caused thereby. People are suffering from malaria fever on account of this nuisance. We shall therefore feel obliged if you will kindly look into this matter and remove our grievances.

An early reply will oblige."

(b) Chief Officer's note, dated 11th November 1927 :—

" Instructions have been given to keep the closets etc. clean.

2. A letter, dealing with the water question has recently been received from the Municipal Commissioner and this has been sent to the Engineer with a request to submit proposals."

**Resolution 653.**—The applicants should be informed that the matter is receiving attention.

2. The Chief Officer's report regarding water supply is awaited.



- 
20. Re : Scheme 37, Sydenham Road Estate—Cases 287, 297, 300 and 301—  
Sale of right of demolition and removal of materials—  
sanction for.

Considered Engineer's No. 11160, dated 15th November 1927 :—

"The buildings in the following cases were put up to the public auction for purchasing the right of demolition and removal of materials thereof and the highest bid received in each case is shown below. The reserve price is fixed after taking into consideration the age of the building, the quality and condition of the materials &c.

Serial No.	Scheme No.	Case No.	Date of auction.	Reserve price.	Price realised at auction.	REMARKS.
				Rs.	Rs.	
1	37	287	10—11—27	3,000	3,300	Debris to be removed.
2	37	297	Do.	6,500	8,000	Do.
3	37	300	Do.	4,500	5,500	Do.
4	37	301	Do.	4,000	4,600	Do.

The offers are fair and sanction of the Improvements Committee may please be obtained for their acceptance."  
**Resolution 654.**—The offers are accepted.

21. Re: Member of Committee—Mr. Mirza Ali Mohammed Khan, M. A., LL. B.,  
extension of leave of absence from Meetings.

(File No. Mis. 476/27. Ref. C. R. 308/27.)

Considered letter, dated 26th October 1927 from Mr. Mirza Ali Mohammed Khan, M.A., LL. B. :—

“I am writing this from a nursing home. Illness has compelled me to prolong my stay here. My doctor thinks I shall not be able to be in Bombay until about the middle of January 1928. I shall therefore feel obliged if the Improvements Committee approve of my cause of absence from its meetings and grant me further leave until the end of January 1928.

My passage has been booked by the Ranchi arriving in Bombay on the 13th January 1928.”

**Resolution 655.**—The permission asked for is granted.

22. Re: Engineer's Department—Scheduled Temporary Estt.—Mr. T. A. Almeida:  
clerk (on leave preparatory to retirement)—application for furlough  
for 2 years & grant of gratuity.

(File No. E. 399/27).

Considered the following :—

- (a) Mr. Almeida's application, dated 2nd November 1927 :—

“I most humbly and respectfully beg to approach you with the following few lines trusting that they will meet with your sympathetic and kind consideration.

I joined the Trust service in January 1902, so it will be seen that my service in the Trust has been over 25 years which will shortly terminate on account of my having reached 55 years. Sir, it is on this strength of this long and faithful service, which has all along been approved of by my superiors, that I take the opportunity, on the eve of my retirement, of putting down before you my very hard lot, which is so very capable of being improved by you on a sympathetic consideration.

The facts of case are briefly as follows :—

I was borne on the Permanent Establishment in January 1902 and remained so upto 1919, the whole of the period *i. e.* 17 years being eligible for the gratuity which the Trust so very kindly granted to the staff, who joined prior to 1919, to make up for their small salaries and hardships due to war. When this question and the question of revision of grades was under consideration, I who was hardly able to make the ends meet, with 9 members of the family to support, was faced with the long illness in my family especially of my daughter 19 years old, which ultimately ended in her demise. Her illness involved me in debts on high interest and with her health getting worse, necessitating change of climate, further money not being available on interest also, in fact the creditors clamouring already for the dues, I requested for a loan from my Provident Fund. The circumstances under which this was refused, and this unfortunate circumstance which made me take the most serious downward step, *viz.* resignation to get my Provident Fund money have been described in my petition (printed below) dated 29th March 1927 to Trust Engineer Mr. J. F. Watson. Having had to resign my post from the *maximum* of my grade, I had to take up a post on Temporary Establishment on the *minimum* grade and have continued in the temporary grade to this day.

Having stated my unfortunate history, I now come to the manner in which I request to be helped. At the start I may point out that my case is a solitary case, involving no further issues and the favours I crave for are all earned by me, except for my unfortunate

resignation and considering the unfortunate circumstances, and how dearly I have suffered in salary and seniority and considering also the very large family dependent on me now in my retirement I am confident that my requests briefly stated below will be acceded to—

- (1) I request to be paid gratuity for the term of service from 1902 to 1919. This will serve as a certain provision for my family in case I am disabled from active service. I have already earned it, but the anomaly under which I am placed by my resignation has to be overcome by you kindly. Your Committee has very kindly sanctioned gratuity even where there was none, for old servants on Temporary Establishments under Committee's Resolution No. 449 of 2nd August 1927.
- (2) I request to be given 2 years' furlough instead of four months, taking into consideration my long service on the Permanent Establishment or in lieu thereof an extension of service for the same period as I am quite strong and fit.

In addition to the loss in salary since 1919, I have lost the advantage of the Trustees' contribution. This will show you that I and my family have nothing to fall upon. Sir, in the end, I may be allowed to say, that by sanctioning my dues, as represented above, you will be doing an act of righteousness, which has all along guided the actions of your Committee and will be saving a large family from misery and ruin."

*Petition dated 29th March 1927, addressed to the Engineer, referred to above:—*

"In connection with my resignation of the post of a typist (clerk 3rd grade) under your kind control, recently accepted by the Chairman, with effect from the 1st March 1919, I beg leave to place the following few lines before you, believing implicitly that they will receive your kind and favourable consideration.

To begin with, I may please, be allowed to reiterate briefly the circumstances that drove me to take this most unpleasant but inevitable step. I am a poor man with a large family (consisting of myself, my wife and seven children) to support, but, had managed to keep my head above waters by dint of sheer economy and hard work. During the past couple of years, however, misfortune began to visit me in quick succession, and after the long illness of my wife and two children, came the great war bringing in its train, the daily growing dearness of the bare necessities of life all round. The long illness in my family had nearly brought me to the verge of ruin, but it is the war which completed the work of ruining me hopelessly, so much so that I could not get a loan of an insignificant amount even at the most exorbitant rate of interest unless and until I cleared off my previous debts. Thus I had no go, but to resign my post to take the amount of the Provident Fund that may be due to me and satisfy my creditors, who had been simply clamouring and harassing me for the dues. In tendering my resignation, I had sincerely stated the above facts with a request that, should my resignation be accepted, I may kindly be allowed to continue to work on the temporary establishment, as I was not resigning on account of ill-health or with a view to better my prospects by accepting a post elsewhere. The Chairman has been graciously pleased to accede to my request and on a recommendation being made by your goodself on my behalf, I hope the Chairman may retain me on the temporary establishment even on the same pay that I was getting on the permanent one, inasmuch as I will be doing practically the same work that I was, and am still doing. As no definite orders in the matter have yet been issued by you, I am at a loss to know where and how I stand.

When the acceptance of my resignation came to you for noting immediately on your return from long absence on leave, I understand you showed a great sympathy towards me, and I daresay, if I had been fortunate enough to be in a position to withhold the submission of my resignation till you resumed duties, *i. e.*, if my creditors had not actually forced me to take such a reluctant step, you would, on learning the facts of my case, have tried your utmost to secure me the benefit of at least a substantial loan from my Provident Fund with a view to clear my liabilities without losing my permanent post and all leave and privileges which I was entitled to on account of my continuous 17 years' service in the Trust. But then relentless fortune would not favour me in this respect too with the result that I am now nearly left in the lurch as regards employment.

May I, under the above circumstances, crave a bit of your indulgence and request the favour of your kindly allowing me to work on the temporary establishment on any pay that you may, judging from the facts set forth in my case and the present hard times, be pleased to recommend."

(b) Chief Officer's note, dated 8th November 1927 :—

"Mr. Almeida had joined the Trust Service on 18th January 1902, but he resigned on 1st March 1919, when he was drawing the maximum pay of the grade of Rs. 45-3-60 on the permanent establishment in the Engineer's Department. He had resigned to get his Provident Fund money to pay off his debts, his application for the grant of an advance out of his Provident Fund account was rejected by the then Chairman. He was, however, re-employed as a clerk on the temporary establishment from 1st March 1919.

He attained 55 years of age on the 1st November 1927 and before I went on leave I ordered that he should retire on that day, taking all leave due to him before the 1st November. He petitioned to the Chief Officer for an extension of service and taking into consideration the past circumstances of the case, the Acting Chief Officer granted him an extension of service for 4 months *i.e.* he was granted 4 months' leave from 1st November 1927 instead of from 1st July 1927.

He now applies for the grant of—

- (a) a gratuity, and
- (b) furlough for 2 years.

Both the requests are inadmissible.

A gratuity is admissible only to an employee on permanent establishment in service on 1st September 1919 and who retires on or after 1st September 1923. Mr. Almeida was not on the permanent establishment on the 1st September 1919 and hence he is entitled to no gratuity.

He is also not entitled to furlough for 2 years, as he is 55 years of age and he is borne on temporary establishment.

It is suggested that Mr. Almeida be informed that his request for the grant of a gratuity and furlough for 2 years is not admissible under the rules."

**Resolution 656.**—Mr. Almeida should be informed as suggested by the Chief Officer in the last para of his note dated 8th November 1927.

**23.** Re : Establishment—Estates and Valuation Department—Mr. Menashe Joseph—Surveyor—advance from Provident Fund Subscriptions to.

( File No. E. 362/27. )

Considered Chief Accountant's note, dated 7th November 1927 :—

"Mr. Menashe Joseph, a surveyor in the Estates and Valuation Department, applied for an advance of Rs. 200 from his Provident Fund subscription to enable him to defray the expenses incurred in connection with the illness of his wife and children. He has produced a medical certificate.

He joined the Trust service on 1st December 1908 and his present pay is Rs. 95 plus Rs. 20 War Allowance per month.

A sum of Rs. 715-14-4 stands to the credit of his Provident Fund account on account of his subscription.

He has had an advance of Rs. 200 which was sanctioned in September 1925 and fully paid in May 1927.

The present advance of Rs. 200, recommended by the Estate Agent, is admissible, but as twelve calendar months have not elapsed since the complete repayment of the last advance, Committee's sanction is required.

The recovery will be effected in 20 monthly instalments."

**Resolution 657.**—The grant to Mr. M. Joseph of an advance of Rs. 200 out of his Provident Fund Account is sanctioned.

2 The advance should be repaid in twenty equal monthly instalments.

24. Re : Provident Fund—payment of—to Mr. M. S. Bharucha, Land Manager, and Mr. H. P. Matbar, Assistant Land Manager.

( File No. E. 313/27. )

Considered the following :—

(a) Letter No. O. A. 10-356, from the Examiner, Outside Audit :—

" I have the honour to invite a reference to the Trustees' Resolution No. 296, dated the 3rd November 1903, adopting the report of the Finance and Establishment Committee that Messrs. M. S. Bharucha, H. P. Matbar and J. F. Watson may be allowed to contribute towards the Provident Fund *during the term of their 5 years' agreement*, and to state that contributions for the periods prior to the term of the 5 years' agreement were also recovered from Messrs. Bharucha and Matbar, presumably under a misunderstanding that the Trustees' Resolution No. 191, dated the 7th July 1903, as subsequently amended by No. 227, dated the 4th August 1903, was applicable to them. When the Trustees in a later Resolution, (*viz.*, No. 296, dated the 3rd November 1903) definitely ordered that Messrs. Bharucha and Matbar may contribute to the Provident Fund *during the term of their 5 years' agreement*, it is clear that arrear subscriptions for the period prior to the term of the 5 years' agreement should not

	Rs. as. p.
<b>Mr. M. S. Bharucha.</b> —Subscription for 1st August 1901 to 31st March 1903, credited on 31st August 1903 ...	1,264 12 7
Subscription for 1st April 1903 to 6th April 1903, credited on 1st June 1903... ..	12 8 0
Total Subscription in excess ...	1,277 4 7
Rs. 1,277-4-7 at 4 per cent. Compound interest from 1st April 1904 to 1st April 1919 and at 5 per cent. thereafter to 1st October 1927 ... ..	3,483 0 0
<b>Mr. H. P. Matbar.</b> —Subscription for 1st October 1901 to 31st March 1903, credited on 3rd August 1903, 1st September 1903 and 1st October 1903 ... ..	375 0 0
Subscription for 1st April 1903 to 13th April 1903, credited on 1st June 1903 ... ..	16 4 0
Total Subscription in excess ...	391 4 0
Rs. 391-4 at 4 per cent. Compound interest from 1st April 1904 to 1st April 1919 and thereafter at 5 per cent. upto 30th September 1926 ... ..	968 0 0

have been recovered in their cases. As the agreement of Messrs. Bharucha and Matbar referred to above ran from 7th and 14th April 1903, respectively, I request that steps may kindly be taken to reduce Mr. Bharucha's Provident Fund Account by Rs. 3,483 and to recover from Mr. Matbar, the sum of Rs. 968 or, if it is irrecoverable, to write it off. These amounts, the details of which are given in the margin, represent the Trustees' contribution, with interest thereon,

in respect of the arrear subscriptions of Messrs. Bharucha and Matbar.

I would here also mention that as Mr. Bharucha had a lien on a permanent post in the Municipality during the period 1st August 1901 to 6th April 1903, he could not on any account be allowed to contribute to the Improvement Trust Provident Fund for that period as under the rules of the Fund subscription to it is restricted to permanent employees of the Trust."

## (b) Chief Officer's note, dated 11th November 1927 :—

"In his letter No. O. A. 10-356, without date, but received on 26th September 1927, the Examiner, Outside Audit, objects to the payment of Rs. 3,483 and Rs. 958 to Messrs. Bharucha and Matbar, respectively, on the ground that their contribution for the period prior to the term of their 5 year agreements was recovered under a misunderstanding. The case is described below :—

Mr. Bharucha was serving in the Municipality before he joined here on 1st August 1901. He was granted leave without pay for 1 year, 8 months and 23 days from 1st August 1901 to join the Trust Service and he was allowed a gratuity of Rs. 5,000 admissible under the pension, &c., rules of the Municipality, excluding the period of the leave without pay referred to above. He was first taken on probation for 6 months on the permanent establishment as Land Manager on a salary of Rs. 7 50 per month. He was extended from time to time till 7th April 1903, when an agreement of 5 years was entered into with him.

Mr. Matbar joined here as Assistant Land Manager on permanent establishment on 1st October 1901 and a 5 years' agreement was entered into with him on 14th April 1903.

The Provident Fund Rules were introduced from April 1903 ; but the employees, including Messrs. Bharucha and Matbar were allowed to subscribe to the Fund from the respective dates of appointment to the Trust Service—Trustee's Resolution No. 227, dated 4th August 1903. Thus Messrs. Bharucha and Matbar contributed to the fund with effect from 1st August 1901 and 1st October 1901, respectively.

As the agreements of both these officers did not contain any provision regarding their eligibility to subscribe to the Provident Fund, a technical question was raised by the Secretary, who stated as follows :—

"As both these employees are practically permanent servants of the Board, it is presumed that the Leave, Pay and Allowance and Provident Fund Rules should apply to them."

The question was referred to the Finance and Establishment Committee and an extract from the proceedings of the Committee, dated 26th October 1903 is reproduced below :—

"Considered the question as to whether Mr. M. S. Bharucha, Land Manager, and Mr. H. P. Matbar, Assistant Land Manager, and Mr. J. F. Watson, Senior Assistant Engineer, may be allowed to contribute towards the Provident Fund during the term of their five-year agreements, as there is no reference to this matter in their agreements.

The Committee were of opinion that the officers named may be allowed to so contribute and it was resolved—

**RESOLUTION.**—Recommendation should be made to the Board accordingly."

The recommendation by the Finance and Establishment Committee was sanctioned by the Board— Trustees' Resolution No. 296, dated 3rd November 1903.

The Examiner reads this Resolution to mean that the Trustees' Resolution 227, dated 4th August 1903 under which these officers were allowed to contribute to the Provident Fund was cancelled by the Trustees' Resolution 296, dated 3rd November 1903. The latter Resolution only supplies an omission made in the agreements and it was never meant to suggest that the contributions from the dates of joining the service to the dates of their agreements were wrongly recovered, and this is quite apparent from the second agreement entered into with Mr. Matbar on 14th April 1908, the clause 9 of which runs as follows :—

"The employed shall have the benefit of and be subject to the Provident Fund, leave, pay and allowance Rules for the time being authorised by the Board and for the purposes of the said Rules the period from the first pay of October one thousand, nine hundred and one, since which date the employed has been in the service of the Board shall be held to count."

No subsequent agreement was entered into with Mr. Bharucha, but from the second agreement with Mr. Matbar it is clear that the intention of the Board was that both these officers should be allowed to subscribe to the Provident Fund from the date of joining the service. If a second agreement had been entered into with Mr. Bharucha, a provision similar to clause 9 of Mr. Matbar's second agreement would have been made therein; again, both Messrs. Bharucha and Matbar were taken on permanent establishment and confirmed subsequently in the same appointments and therefore their probationary service should count for Provident Fund.

The Examiner further states that Mr. Bharucha was on leave without pay from the Municipality from 1st August 1901 to 6th April 1903 and therefore he could not be allowed to contribute to the Fund for this period. I do not see any force in this argument, because as stated above Mr. Bharucha was taken on probation on the permanent establishment and was subsequently confirmed in the same appointment without any break in service, the probationary period counts for the Provident Fund.

It will thus be seen that the contribution has been rightly recovered from Messrs. Bharucha and Matbar during the probationary period of their service."

Proposed by the Chairman—

"That the Examiner, Outside Audit, be informed that the Committee are of opinion that the contributions were rightly recovered from Messrs. Bharucha and Matbar, during the probationary period of their service prior to the term of their five year agreements."

*Amendment*—Proposed by Mr. Hoosenally, seconded by Dr. Viegas—

"That the matter be referred to the Finance and Establishment Sub-Committee for consideration and report."

The Amendment on being put to the vote was declared *carried* and it was also *carried* as a substantive proposition.

**Resolution 658.**—The matter should be referred to the Finance and Establishment Sub-Committee for consideration and report.

25. Re: Establishment—Engineer's Deptt.—Transfer of the post of Chargeman and Head Fitter to the Schedule.

Considered Chief Accountant's note, dated 14th November 1927 :—

"Under the proviso to Sect. 90 of the old Act, artisans, porters, and labourers and muccadums of porters and labourers could not be deemed to be officers or servants within the meaning of that Section, *i. e.*, they were outside the regular schedule of staff. But under Sec. 109 of the Transfer Act (a) artisans, porters and labourers and muccadums of porters and labourers and (b) persons in temporary employment, other than those who are in receipt of a monthly pay exceeding Rs. 150/- or other than those who are engaged for a definite period of six months, shall not be deemed to be officers and servants within the meaning of this section for purpose of the Schedule of staff.

There are two appointments, one of the Chargeman on Rs. 60 plus W. A. Rs. 20 p. m. and the other of Head Fitter on Rs. 100-10-200 plus W. A. Rs. 20 p. m., both of which have been in existence before the introduction of the present Act.



The formal sanction of the Committee is required to these appointments being transferred to the Schedule of Engineer's Temporary Establishment."

**Resolution 659.**—Referred to the Finance and Establishment Sub-Committee for consideration and report.

26. Re : Report of Financial Transactions in October 1927.

Considered Chief Accountant's note, dated 16th November 1927 :—

"Fixed deposit ... .. Rupees 20 lakhs out of the loan money were kept in fixed deposit with the following banks:

Central Bank Rs. 2 lakhs at 4 per cent. till 30-12-1927.

" " 8 " 4 " " 2-1-1928.

" " 4 " 5 " " 31-3-1928.

Bank of India " 2 " 4½ " " do.

National Bank,, 2 " 4½ " " do.

Allahabad " " 2 " 4½ " " do.

( Cir. No. 181, dated 11-10-1927. )

Investment of Sinking Fund moneys ... .. 5 per cent. Bombay Improvement Trust debentures of the nominal value of Rs. 11,000 of the Rs. 40 lakhs loan of 1919, were transferred (*at par*) from General Investment Account to Sinking Fund Investment Account.

Sale of Government Securities ... .. 5 per cent. Notes of the Government loan of 1945-55 for Rs. 6 lakhs were sold (at a nett premium of Rs. 60,538-8-0) to meet payment of interest on loans due on 1st November 1927. (Cir. No. 192, dated 19-10-1927.)"

**Resolution 660.**—Recorded.

At this stage Mr. Horniman drew the attention of the Chairman to Rule 5 of the Committee Procedure Rules and observed that the Chairman's refusal to allow Dr. Viegas to speak on the item *re*. Excesses over budget grants was not correct. The Chairman stated that if Mr. Horniman had drawn his attention when the matter was being discussed he would have given his ruling. The matter was long past and could not be reopened.

27. Re : Notice of motion, dated 14th November 1927, from Mr. Hoosenally M. Rahimtoola, B.A., re. advertisement of Trust plots.

In accordance with the notice of motion, it was—

Proposed by Mr. Hoosenally—

"That the Chief Officer be requested to report—

(1) Whether the Improvement Trust is advertising its plots of land,

- (2) If so,
- (a) In what papers ?
  - (b) At what rates and terms ?
  - (c) The total cost.
  - (d) Whether the sanction of the Committee has been obtained."

The motion was seconded by Dr. Viegas.

**Resolution 661.—Carried.**

- 28.**      *Re : Notice of motion, dated 18th November 1927, by Mr. B. G. Horniman, regarding the fixing of the meetings of the Improvements Committee.*

In accordance with the notice of motion, it was—

Proposed by Mr. Horniman—

"That, in future, meetings of the Committee should not be called on the days fixed for meetings of the Municipal Corporation except in cases of extreme urgency."

The motion was seconded by Mr. Silam.

**Resolution 662.—Carried.**

- 29.**      The following documents were executed:—

(1) *Debentures of the Loan of 1906* executed on 17th November 1927:

- (i) One debenture for Rs. 1,000 in favour of Mr. S. S. Rangnekar in lieu of one cancelled.
- (ii) One debenture for Rs. 500 in favour of Mr. Sunderji Ranchhoddas in lieu of one cancelled.

(2) *Debentures in favour of Sir Dinshaw Maneckji Petit, Bart., and others.*

- (i) one debenture of the loan of 1901 for Rs. 500 in lieu of one cancelled.
- (ii) one debenture of the loan of 1906 for Rs. 500 in lieu of one cancelled.

(3) *Agreement with—*

- (i) The Bombay Electric Supply & Tramways Coy., Ltd., for building lease of plot No. A Niagaum Estate.
- (ii) Mr. Mulji Bharmal for building lease of plot No. 302, Dadar-Matunga Estate.

(4) *Agreement with Mr. Ali Mohamed Hassan Haji Allarakhia re: rent contract in Scheme 3, Dongri Market.*

(5) *Agreement with the Secretary of State for India in Council re: Repayment of advances by the Government of India.*

(6) *Acceptance of application by Bai Maherbanu Sorabji Driver for building lease of plot No. 737, Dadar-Matunga Estate.*

**30.** • The following papers were laid on the table :—

1. Purchase orders sanctioned by the Chief Officer under section 22(1) of the Act.
  2. Work orders      do.                      do.                      do.                      do.
  3. Sale of materials   do.                      do.                      do.                      do.
  4. Tenancy agreements do.                      do.                      do.                      do.
  5. Charge Receipts re ; roads &c., handed over to the Municipality.
  6. Chief Officer's sanction dated 14th November 1927, to the employment of Trust:  
Pleader to defend the charge of trespass etc., against Rent-Collector Mr. R. D.  
Joshi in S. P. sheds at Haines Road.
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# Bombay Improvement Trust.

ESPLANADE ROAD,

*Bombay, 6th December 1927.*

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 3-30 P. M. (B. T.) there were—

PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman.*
  2. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E.
  3. DR. ACCACIO G. VIEGAS, L.M. & S.
  4. MR. L. R. TAIRSEE.
  5. MR. S. L. SILAM, B.A., LL.B.
  6. MR. B. G. HORNIMAN.
  7. MR. HOOSENALLY M. RAHIMTOOLA, B.A.
  8. MR. S. D. SAKLATVALA.
  9. MR. W. H. NEILSON, O.B.E.
  10. MR. G. A. THOMAS, C.I. E., I.C.S.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.  
MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER AND THE SECRETARY WERE ALSO PRESENT.

Before the minutes of the meeting held on the 22nd November 1927 were signed, Dr. Viegas observed that several points of order raised by him at the meeting had not been entered in the minutes. Sir Vasantao who had presided at the meeting stated that he did not consider the points of order referred to by Dr. Viegas of sufficient importance and therefore he struck them out. The Chairman then ascertained the sense of the meeting as to whether the minutes were substantially correct. As the majority of the members were of opinion that the minutes were substantially correct, they were signed by the Chairman.

1. Re: Dadar-Matunga—plots 756 & 763—application for lease.  
(File No. Mis. 930/27.)

Considered the following :—

(a) Estate Agent's No. 17517, dated 30th November 1927 :—

“\* \* \* \* \*

(2) The formal application\* for a 999 years' building lease of these combined plots by Mr. Megha Shankar is forwarded herewith. The applicant offers to pay a premium of Rs. 9-8-0 per sq. yard within three months from the date of acceptance of the offer together

\* Not printed.

with a nominal rent of Re. 1/- per annum, which is roughly equivalent to a ground rent calculated at 6% on Rs. 10-8-0 per sq. yard.

(3) The applicant wishes to erect 2 buildings for his own residence, and to have two separate leases on the due completion of the same. There is no objection to granting this request.

(4) The area of the plots being 1,662 sq. yards, the premium will amount to Rs. 15,789.

(5) On reference to the block plan\* it will be seen that a considerable portion of the frontage of these plots is occupied by an old filled-in tank, on which it is not considered advisable to build. The undersigned, therefore, tentatively altered the building area of these plots as shown in yellow so as to avoid the tank. The applicant, however, wishes to increase this building area by the portions coloured red on the plan, but is unwilling to pay any extra premium for the additional building area.

(6) Under the usual rules an extra premium of Rs. 2,324/- would be payable, but the applicant points out that allowing for the encroachment he is only building over 30% of the area of the whole plot, whereas the building areas of the adjoining plots vary from 32% to 37%.

(7) As stated above, the yellow lines merely represent a tentative development made by the undersigned, and there is no objection to allowing the additional area coloured red to be built as stated by the Trust Architect in his report\*. For this reason, and in view of the fact that only 30% of the whole plot will be built over owing to the existence of the old tank, the undersigned is of opinion that no extra premium should be charged in this case for the additional area proposed to be built over."

(b) Chief Officer's note, dated 2nd December 1927:—

"I see no objection to the proposals, and recommend acceptance of the offer."

**Resolution 663.**—The application is accepted and the encroachment referred to should be allowed free of extra premium.

2.

Re: Dadar-Matunga—plot 342—application for lease.

(File No. Mis. 938/27.)

Considered Estate Agent's No. 17635, dated 1st December 1927:—

"Herewith I have the honour to forward an application by Mr. Kashiram Harkison-das Jeriwalla for a 999 years' building lease of the above plot at a ground rent calculated at 6% on Rs. 8/-, per square yard, per annum.

(2) The area of the plot being 583 square yards the ground rent will amount to Rs. 280/- per annum.

(3) This plot was originally let in the year 1917 to the late Mr. Nathalal Harjiwandas at a ground rent of Rs. 224 per annum calculated on 4½% at Rs. 8/8 per sq. yd. and the old Trustees by their Resolution No. 327, dated 11th August 1925, resolved to re-enter upon the plot and forfeit his deposit amounting to Rs. 500/- equal to two years' ground rent.

(4) If, therefore, the Improvements Committee are willing to accept this offer, the effect will be that the Trust will be getting Rs. 56/- per annum more in rent, besides the applicant will forego the usual reduction of 25% in the ground rent for the first five years of the lease term and his offer is, therefore, worthy of acceptance.

(5) The conditions on which the application is based are normal and acceptance is recommended."

**Resolution 664.**—The application is accepted.

\* Not printed.

3. Re: Scheme No. 51, Century Mills Housing Scheme—lease of.

(File No. Mis. 266/27.)

Considered Chief Officer's Note, dated 23rd November 1927 :—

"The accounts of this Scheme were made up to the 31st March 1927, and the whole cost (*viz.*, Rs. 126,692) was paid by Messrs. C. N. Wadia & Co. under section 46 (3) of the Act.

The sanction of the Committee is requested for the grant of the lease as from 1st April 1927 under section 48 of the Act."

**Resolution 665.**—The lease should be granted as from 1st April 1927.

4. Re: Scheme 47 Parel Road Northern—Delisle Road Chawls—tenancy of.

(File No. Mis. 910/27.)

Considered Chief Officer's note, dated 23rd November 1927 :—

"By an arrangement come to with Government in 1923, the Board leased for a period of five years a block of 80 rooms for the purpose of rehousing tenants to be displaced from the insanitary area known as Tulsirampada.

2. The rent payable by the Board to the Government is Rs. 1142-10-0 per mensem.

3. The total monthly rental of the 80 rooms is Rs. 766 but as there are always some vacancies the actual recovery is less than the amount named.

4. The tenancy will expire on June 18th next, but under the agreement the Board has the right to ask for an extension provided the request is made before the 18th December.

5. The rent charged for the rooms is the same as that levied by Government for the adjoining chawls. The occupants, therefore, do not gain by being tenants of the Board.

6. If the Committee approves, I propose to inform Government that it is not proposed to renew the tenancy."

**Resolution 666.**—The Government should be informed as proposed by the Chief Officer.

5. Re: Board's Resolution No. 111, dated 25th November 1927, approving notice of motion, dated 9th November 1927, by Mr. Hoosenally M. Rahimtoola B. A., re: applications for payment of gratuities.

Considered Board's Resolution No. 111, dated the 25th November 1927:—

"The last item on the Agenda was the following notice of motion by Mr. Hoosenally:—

'That the Committee be requested to submit to the Board for sanction all applications for payment of gratuities with their recommendation.'

Mr. Hoosenally asked for and obtained the permission of the House to alter the motion as follows:—

'That the Board are of opinion that applications for payment of gratuities should No. 111 be submitted to them for sanction and the Improvements Committee is requested to frame the Gratuity Rules accordingly under Section 110 (2) of the Act and submit them for the approval of the Board.'

The motion as altered was seconded by Dr. Vora and *carried.*"

Proposed by the Chairman :—

“That the matter be referred to the Finance & Establishment Sub-Committee for consideration and report.”

*Amendment*—Proposed by Mr. Hoosenally, seconded by Dr. Viegas—

“That the Chief Officer be requested to submit a draft amendment of the rules at a very early date.”

The *amendment* on being put to the vote was declared *carried* and it was also *carried* as a substantive proposition.

**Resolution 667.**—The Chief Officer should be requested to submit a draft amendment of the rules at a very early date.

6. Re : Scheme 32, Peons' Chawls—reduction in the rents of rooms let to the Municipal School teachers—request for.

( File No. Mis. 915/27 )

Considered the following :—

(a) Letter No. E/7596, dated 24th November 1927, from the Secretary, Schools Committee, Bombay Municipality :—

“ I am directed by the Schools Committee to request you to place before your Committee the following representation made by the Municipal teachers residing in the Improvement Trust Peons' Chawls at Pais Street with a hope that the Improvement Trust Committee will favourably consider their case.

The teachers have been residing in the Improvement Trust Peons' Chawls since their construction in 1921 and the rooms were let to them at a concession rate. The Trust was charging Rs. 13-13-0 to the public while the rate per room for teachers was Rs. 10-5-0. The Trust has now reduced the rates and the revised rates per room are Rs. 11-0-0 for the public and Rs. 10-0-0 for the teachers. The proportion of reduction in the case of teachers is not the same as that granted to the public. The teachers, therefore, request that this inequity of concession in rents in their case be removed and they be given the same proportion of reduction in their rents.

(b) Chief Officer's note, dated 26th November 1927:—

“The question of reduction of the rents of these rooms was considered by the Land Sub-Committee in April last. They recommended that the rent charged to subordinates in the employment of the Municipality and the Trust should be reduced from Rs. 10-5-0 to Rs. 10-0-0 per month. Their recommendation was approved by the Committee.

2. I can see no reason why subordinates employed by the Municipality should be charged less than those employed by the Trust and suggest that the Schools Committee be informed that as the same concession has been granted in both cases, preferential treatment cannot be given to the teachers. ”

**Resolution 668.**—The Secretary, Schools Committee, should be informed as suggested by the Chief Officer.

7. Re : Scheme 37, Sydenham Road Estate—Case No. 90—(building at the corner of Parel Road and Chunam Kiln Street)—arrears of rent—request for refund of deposit.

( File No. Mis. 167/27. Ref. C. R. 344/27. )

Considered the following :—

- (a) Letter, dated 26th August 1927, from Mr. Mohanlal Bholabhai, late rent-farming contractor of the above building :—

“ I the undersigned Mohanlal Bholabhai, most respectfully beg to bring to your notice the following few facts for your kind consideration. In the year 1913, I and one Amratlal Nagardas had obtained a running contract on a monthly tenancy in respect of the above premises from the Trust. In 1922, the said Amratlal Nagardas recovered Rs. 600 due to us jointly in respect of the said contract by the tenants and took it away to his native place. On account of such conduct, a friction arose between him and me. Towards the end of 1922, he returned from his native place and, from first December 1922, after making up of all the accounts he was made to resign from the partnership. Thereafter, on 2nd February, he signed a release in my favour, a copy of which was sent to the Trust Manager on the 19th February 1924.

2. A sum of Rs. 500/- in 3½% Government loan together with interest accrued thereon and a further sum of Rs. 40/- in cash was deposited with the Trust in the joint names of myself and the said Amratlal Nagardas when the aforesaid contract was given to us in 1913. At the time of making up of the account in 1922, I gave him credit for half of the amount of the said deposit and interest thereon and took in my possession the receipts passed by the Trust for the aforesaid deposits of Rs. 500 and Rs. 40 in our joint names. I applied to the Trust on the 19th February 1924 by a letter to get the whole deposit transferred to my name alone. I had also enclosed with the said letter a copy of the release passed by the said Amratlal Nagardas in my favour.

3. Under the circumstances, I was entitled to the whole of the amount of the said deposit and, therefore, I had asked the Trust by my said letter of the 19th February 1924 to transfer it to my name. However, I was surprised to learn on 31st May 1926 that the Trust had handed over half of the said deposits with interest etc. upto that day to Amratlal.

4. On and after the first February 1925, the bills were also prepared in my name alone and in spite of this at a much later date *viz.* 31st May 1926, half of the said deposit was wrongly handed over to the said Amratlal Nagardas and I was called upon to complete the balance of the deposit. On 4th June 1926, I paid Rs. 382-4-5 to complete the deposit as called upon by the Trust under protest.

5. Under the circumstances, I beg to repeat that in respect of this deposit a great injustice has been done to me and in respect of this claim a bulky correspondence had been passed with the Trust and on referring to the same your honour will be convinced that I was entitled to the amount of deposit which was handed over to the said Amratlal Nagardas.

6. Regarding the arrears of rent due by me, I beg to bring to your notice that by a notice dated 23rd January 1925 the rent was increased from Rs. 565 to Rs. 665 from February 1925 under the following circumstances:—

7. The said Amratlal Nagardas introduced one Chhotalal Virchand to the Trust and desired the authorities to give him the contract given to me and I was asked by the Trust to accept the increased rent, otherwise the contract would be given to one Chhotalal Virchand and, therefore, I agreed to it. You will be convinced about this if you kindly peruse the application of Chhotalal Virchand to the Trust.

8. Now the tenants consisted of shopkeepers as well as residents. The shopkeepers paid in all Rs. 320 prior to February 1925 and the residents Rs. 245 per month. As the Rent Act continued to apply to the residents the aforesaid income of Rs. 100 was to be borne by the shopkeepers who had thus to pay about 33% more. The Board of the Trust has passed a resolution increasing the rent by 10% only whereas as aforesaid the rent was increased by 33%. The result was that much rent continued to remain in arrears,



and some of the tenants went away without paying the arrears of rent. In one case, I had obtained a decree for Rs. 225 for arrears of rent and subsequently filed a suit for ejection which cost me about Rs. 75 and the tenant was allowed to reside for about four months more by the Court before he was ejected, for which four months I incurred a further loss of rent of Rs. 108. The tenant subsequently became insolvent. Thus one tenant alone caused me a loss of Rs. 400. Other tenants who went away with arrears of rent caused me further loss of about Rs. 300. Again when my contract terminated in May 1927, there was arrears due from the tenants of about 2 to 3 months' rent amounting to about Rs. 300, which I could not recover as my contract terminated and I have lost the influence on the tenants. It will be great hardship now to file a series of suits for the recovery of these arrears as the amount in each case is very small. Thus in all, I am put to a loss of about Rs. 1,000.

9. Under the circumstances, I have to most respectfully request you to refund to me the said sum of Rs. 314-11-7 which has wrongfully been paid to the said Amratlal Nagardas, and as I have sustained a heavy loss on account of the default in payment of the rents of the tenants as aforesaid I request you to be so good as to give up about Rs. 1,000 or any other sum that appears to be reasonable and I shall pay you the balance of the arrears of rent due by me to you, for which I shall be highly obliged to you."

(b) Estate Agent's No. 16238, dated 10th November 1927 :—

\*\* \* \* \* \*

2. This is an application from Mr. Mohanlal Bholabhai, the late rent-farming contractor of the building, at the corner of Parel Road and Chunam kiln street, acquired by the Board in 1913, in connection with their Sydenham Road project, under case No. 90 of that scheme.

3. The building consists of a ground floor occupied by shops, and three upper floors divided into living rooms which are all in the occupation of Hindoo tenants.

4. On the acquisition of the property in 1913, the applicant with a partner named Mr. Amratlal, was given a contract of its rents, which was continued with variations in rents for a long time, both the partners fulfilling satisfactorily all the terms of the contract. The two partners worked together in harmony till about five years ago, when owing to some dispute among themselves, they fell out and the applicant Mr. Mohanlal alone elected to carry on the contract.

5. The contract had commenced in 1913 with a rental of Rs. 495 per mensem, which was enhanced from time to time till it reached the figure of Rs. 565 by the end of 1924, when the statutory restriction of rents under the Rent Act was removed in respect of shops and business premises. It was then that the Trustees by their Resolution No. 593, dated the 25th November 1924, directed that the rents of the Board's premises, other than those used for dwelling purposes, should be provisionally increased by 10%, with a notice to the tenants thereof, that an additional increase over and above 10% might be levied in the future.

6. In pursuance of the above general Resolution, the shop rents were increased, with the result that the total contract rent of Rs. 565 was put up, not without much haggling on the part of Mr. Mohanlal, to Rs. 665 per mensem which allowed a margin of 10% of the gross rent anticipated, to cover cost of collection and risks of vacancies and bad debts.

7. The increase was effected in consequence of the Board's order passed in view of the cessation of the Rent Act as regards business premises and not as is alleged by the applicant at the instance of Mr. Chhotalal Virchand or of any one else.

8. At the time when the applicant was bargaining with the Trust in connection with the increase to be effected, Mr. Chhotalal Virchand offered to take up the contract and be content with a margin of only 5% of the gross rent instead of 10% allowed to the applicant and his offer would have been accepted but for his unwillingness and inability to deposit with the Trust as usual the amount of 3 months' rent.

9. Mr. Mohanlal is labouring under a wrong impression that the Board by their general Resolution confined the increase to 10% only. The resolution is quite clear that the

proposed increase of 10% was only provisional and that a further increase in future was contemplated.

10. When the contract was first given, Mr. Mohanlal the present applicant and his then partner Mr. Amratlal had deposited with the Trust one piece of 3½% Government Paper of the face value of Rs. 500 and a sum of Rs. 40 in cash. When Mr. Amratlal quarrelled with his partner and separated from him, he applied to the Trust for the refund to him of half the amount lying as deposit with the Trust, on the grounds that he had dissolved the partnership and was no longer concerned with the contract. His request, however, was at that time not acceded to as his partner Mohanlal objected thereto.

11. Some time after, when Amratlal came to know that the contract rent of Rs. 565/- paid by Mohanlal was to be enhanced and that the latter was bargaining with the Trust and had eventually agreed to pay Rs. 665/-, Amratlal renewed his application for the refund of half the deposit, on 18th January 1926 through his pleader. He contended that as the Trust, without making any reference to him, had carried on correspondence with Mohanlal and got him to agree to pay an enhanced rent of Rs. 665/- from 1st February 1925, the original contract had obviously come to an end and that therefore he (Amratlal) was entitled to claim the refund of his share of deposit under the original contract, he being in no way concerned with the new arrangement come to between the Trust and Mohanlal. He threatened that if the Trust failed to return the moiety of the said deposit, he would file a suit against the Trust for its recovery.

12. The Trust Solicitors, who were consulted in the matter, admitted Amratlal's contention and as advised by them, the Land Manager served on 2nd February 1926 a notice to Mohanlal, informing him that as the last renewal of the rent contract was effected with him alone, Amratlal was entitled to claim the return of half the original deposit and that therefore the Trust would refund the same on the expiry of one month from the date of the service of the notice unless they were restrained from doing so by a prohibitive order from the Court.

13. In reply to the above notice, Mr. Mohanlal carried on fruitless correspondence through his pleader, objecting to the payment of the deposit, instead of obtaining a restraining order from the Court. After the time specified in the notice had expired and Mr. Mohanlal was again reminded of it, Mr. Amratlal's share of deposit which came to Rs. 314-11-7 was refunded to him. No injustice was done to Mr. Mohanlal who was given an opportunity to legally prevent the payment to Mr. Amratlal of the said deposit which, it seemed, he was entitled to receive and which was paid to him as advised by the Trust Solicitors.

14. Mr. Mohanlal alleges in his application that he had sustained losses in his contract. It is difficult to credit this statement, since it is a fact that scarcely a single shop or living room remained vacant in the past. The building is most prominently situated on Parel Road, has a long return frontage on Chunam Kiln Road, all shops and rooms are well lighted, ventilated and all the rooms open on and look over the streets. Absence of vacancies confirms the belief that Mohanlal must have made a profitable bargain rather than sustained a loss in his contract.

15. The applicant has given up his contract from 1st June 1927 and the same has been given to Amratlal, his former partner, from that date, as per Improvements Committee's Resolution No. 344, dated 31st May 1927.

16. The applicant has run into arrears of rents from February to May 1927 aggregating to Rs. 2788 at the rate of Rs. 697 per mensem. He now requests the Trust to forego about Rs. 1,000 or any other sum that may be considered reasonable and to pay to him the amount of Rs. 314-11-7 being the deposit sum refunded by the Board to Amratlal. There is no justification to accede to Mr. Mohanlal's request which should, therefore, be rejected.

17. If credit be given to Mr. Mohanlal for his deposit lying with the Trust, amounting to Rs. 685-2-7, the balance of Rs. 2102-13-5 due by him to the Board remains to be recovered.

18. Mr. Mohanlal, by making applications over and over again, delays the liquidation of his debt and, under the pretext of awaiting replies to his representations made from time to time, seeks to hamper the Trust in taking early and timely proceedings against him for the recovery of the amount due to the Board"

(c) Chief Officer's note, dated 28th November 1927 :—

"Mr. Mohanlal Bholabhai refers to two points (a) refund of the deposit and (b) the arrears of rent owing by him.

2. The first point is dealt with in paras 10 to 13 of the Estate Agent's Report. It will be noticed that there was a dispute between the two rent contractors as to the ownership of the deposit and that in accordance with the Board's Solicitors' advice half of the amount was paid to Mr. Amratlal after giving Mr. Mohanlal time to obtain an order from the Court to prohibit payment which order he did not attempt to obtain.

3. As regards the arrears of rent, the matter was reported to the Committee in May 1927, when I informed them that Mr. Mohanlal had agreed, through his solicitors, to pay two months' rent in March, two in April, two in May and the remainder in June. Rent for the month of January was paid and a sum of Rs. 2,788 is due against which we hold Rs. 685-2-7 as deposit. I see no reason why any rebate should be granted and recommend that the deposit be credited to the rent account and that a suit for Rs. 2,000 be filed in the Small Causes Court if payment be not made within a month, the small balance of Rs. 102-13-5. being written off."

**Resolution 669.**—The Chief Officer should be authorized to file a suit against Mr. Mohanlal for Rs. 2,000 in the Small Causes Court, after writing off a sum of Rs. 102-13-5.

8. Re: Applications for reduction in rents by Trust's tenants occupying shops in Carnac Road, & in Janjekar & Chukla Streets.

(File No. Mis. 451/27)

Considered the following :—

(a) Joint application, dated 19th May 1927, by Messrs. Dewjee Canjee & Co. and others :—

"We, the undersigned tenants of the Bombay Improvement Trust at Janjekar, Chukla and Memonwada Streets, beg to make the following representation, with a request that due consideration be given.

You are aware that after the War there has been a great slump in trade all over India, particularly so in Bombay. It is an admitted fact, that a number of businesses are being carried on at a loss and that it will be some time before better conditions prevail. Rents in private properties in this locality and in the near neighbourhood have gone down considerably for the simple reason that the rent-paying capacity has gone down to a great extent. Considering that the rents in the neighbourhood are proportionately much lower than what we have to pay to the Improvement Trust, we are at a great disadvantage, and are handicapped in competition. A number of us have decided to shift to other places where similar accommodation and business facilities can be had for lower rents. It is, however, our old connections, traditions and our sentiments to an extent that are keeping us in the place we have so long been occupying. We now request you to reduce the rents substantially so that we may be able to continue keeping the premises we are now in. If required we are prepared to meet you and place before you our arguments and facts in person."

## (b) Estate Agent's No. 17320, dated 26th November 1927 :—

\* \* \* \* \*

2. This is a joint application for reduction in rents, submitted by the Trust's tenants, mainly occupying shops on Carnac Road, and in Janjekar and Chukla streets. Some of the applicants occupy godowns in the Trust's buildings and others have erected temporary sheds on the Board's lands in Memonwada Road and elsewhere in its neighbourhood.

3. As regards the rents of shops on Carnac Road, a reference is requested to the preamble to Trustees' Resolution No. 324 of 11th August 1925 which gives comparative figures of rents and rates then prevailing in the locality and shows that while shops in private buildings realised an average letting rate of Rs. 36.37 per 100 sq. ft., those in the buildings owned by the Trust gave an average of only 15.50 per 100 sq. ft. In other words, the run of rents in the neighbouring shops was 134% higher than the rents at which Trust's shops were let out. Despite this large difference in the respective rents and rates, the Board by their Resolution of 11th August 1925 quoted above, sanctioned an increase of only 50% in the rents of 1925.

4. A statement marked A, appended hereto, is a replica of the one printed in the preamble to the above Resolution but with revised figures of rents and rates as now prevailing. These figures show average rates of Rs. 34.02 from private shops and Rs. 23.27 from the Trust's shops which latter are therefore underlet to an extent of 46%. These facts and figures make it abundantly clear that there is no justification for lowering the rents charged by the Trust for their shops on Carnac Road.

5. As regards the rents of shops in Janjekar Street, a report was made more than two years ago by the Land Manager in his No. 5279 of 14th May 1925, wherein a comparative statement of rents and rates then prevailing in the street of all the shops was given, which showed an average letting rate of Rs. 40.84 for shops in private buildings and that of only Rs. 24.59 in the Trust buildings, i. e., rents charged for Trust's shops were lower than those realised from other shops to an extent of 66%. In the circumstances, the Land Manager made certain suggestions for increasing the shop rents *viz*:—

- (1) That the rents of all the shops should be increased so as to bring up their letting values to not more than Rs. 35 per 100 sq. ft. except that the rents of those shops which worked out to a higher rate than Rs. 35 per 100 sq. ft. should be left undisturbed.
- (2) That in no case the increased rent should exceed 50% of January 1925 rents, *vide* the Land Manager's No. 8290 of 17th August 1925.

6. The Land Manager's above proposals were duly considered by the Chairman and sanctioned under his No. Mis. 367/25 of 25th June 1925 and 5th September 1925.

7. A statement marked B similar to the one appearing in the Land Manager's report noted above, giving present rents and rates of shops in Janjekar Street is hereto appended. It shows a rate of Rs. 50.02 for shops in private holdings and a rate of only Rs. 31.54 in the case of Trust's shops. The divergence in the two rents and letting rates is so large, being as much as 58%, that it would not do to decrease the existing rents, which are alike moderate, low and fair.

8. As regards the rents of shops in Chukla Street, it may be noted that when the statutory restriction of rents under the Rent Act was removed in 1924 in respect of shops and business premises, the Trust refrained from demanding any increase from their tenants in this street, as they found that the rents prevailing in other neighbouring shops did not justify any advance over the then existing rents.

9. Statement C, appended hereto, contains figures of rents and rates at present realised from shops in Chukla Street, and shows letting rates of Rs. 12.85 per 100 sq. ft. for private shops and Rs. 11.28 for shops in the Trust's building. Here is a difference of 13.91% in favour of the Trust's tenants. There is no reason to disturb the present rents which are fair and in a line with the prevailing rents in this street. No reduction need, therefore, be given.

10. As regards the godowns in the Trust's acquired building, the occupiers of which have signed the application, their rents and letting rates have been tabulated in the accompanying statement marked D. Having regard to the importance of the locality in which they are situated, the average rate of Rs. 8'40' per 100 sq. ft. which their present rents work out to, seems to be fair and moderate, compared to the rents of godowns in the Trust's Mandvi-Koliwada Chawls. The rents at present realised from these godowns since they were last reduced, as per the Committee's Resolution No. 522 of 13th September 1927, work out to a letting rate of Rs. 10'25 per 100 sq. ft., the rate obtained before the rents were reduced being Rs. 11'68.

11. Some of the signatories to the application under reference are the owners of temporary sheds erected by them on the Board's vacant lands in some of the streets comprised in Scheme 37 and not very far from Chukla Street. In the annexed Statement E, the values of these lands temporarily let, have been worked out on the footing of their rents capitalised on a 6% table. They bring out an average rate of Rs. 95'82 per sq. yd., which, if anything, is a very moderate rate for vacant lands in this part of the town, which is indeed an important business locality where lands fetch fairly high prices.

12. It is evident that a plea for reduction in rents of shops, godowns or vacant lands cannot be sustained on the facts and figures given hereinabove and that the applicants have failed to make out any case for favourable consideration. As it is, the rents paid by them are so low that they easily challenge comparison with similar neighbouring lettings which all bring out much higher averages. It is, therefore, submitted that the applicants' request in all fairness cannot be granted."

**STATEMENT A.**  
**Scheme 37—Carnac Road.**  
**Rents of Shops in Acquired buildings.**

Serial No.	Case No.	Shop No.	Floor area Sq. ft.	User of Shops.	Date of acquisition.	Monthly Rent.					Remarks.
						On date of acquisition.	In January 1925.	Rate per 100 Sq. ft.	Present Rent.	Rate per 100 Sq. ft.	
1	304 & 305	1	940'	Furniture Shop ...	19-4-15	Rs. as. p. 70 0 0	Rs. as. p. 67 9 0	7'18	Rs. as. p. 101 0 0	10'75	* Including $\frac{1}{2}$ area of 1st floor.
2	306	1	457	Do. ...	16-8-15	72 0 0	89 2 0	19'50	134 0 0	29'32	
3	307 & 308	1	641	Do. ...	19-6-17	104 0 0	103 11 0	16'17	156 0 0	24'34	
4	309 & 310	1	317	Hotel...	30-3-15	46 6 0	57 9 0	18'15	86 0 0	27'16	
5	330	1	296	Hotel and Ice Depot	1-12-15	75 0 0	93 0 0	31'42	140 0 0	47'29	
			2,651'	...	...	367 6 0	410 15 0	15'50	617 0 0	23'27	
						No. of shops.	Area Sq. ft.	Average area of each shop.	Total present monthly rent for all Shops.	Average rate per 100 Sq. ft.	Remarks.
Shops in private buildings on Carnac Road.						22	7,730	351	2,630	34'02	} The rents of shops in Trust Cases Nos. 304, 305, 306, 307, 308, 309, 310 and 330 are lower than those of the shops in private buildings in the locality by 46 per cent.
Shops in cases Nos. 304, 305, 306, 307, 308, 309, 310 and 330.						5	2,651	530	617	23'27	

**STATEMENT B.**  
**Scheme 37—Janjekar Street.**  
**Rents of Shops in Acquired buildings.**

Serial No.	Case No.	Shop No.	Floor area Sq. ft.	User of shops.	Date of acquisition.	Monthly Rent.					Remarks.
						On date of acquisition.	In January 1925.	Rate per 100 Sq. ft.	Present rent.	Rate per 100 Sq. ft.	
1	283	5	136	Glass Merchant ...	26-11-13	Rs. as. p. 35 0 0	Rs. as. p. 41 4 0	30'33	Rs. as. p. 48 0 0	35'00	*Rs. 170 is the rent of 2 shops only—Total actual rent paid by the tenants is Rs. 220 which includes Rs. 50 for godown, &c., and vacant land behind—See preamble to T. R. No. 498 of 8th December 1925.
2	"	6	130	Do. ...	Do.	35 0 0	41 4 0	31'73	45 0 0	35'00	
3	"	7	199	Do. ...	Do.	45 0 0	55 9 0	27'97	70 0 0	35'00	
			465			115 0 0	138 1 0	26'69	163 0 0	35'00	
4	284	1 & 2	304	Glass Merchant ...	29-6-17	56 10 0	70 4 0	23'10	105 0 0	35'00	
5	"	3 & 4	486	Tailor and Silk Merchant.	Do.	97 4 0	121 8 0	25'00	170 0 0*	35'00	
6	"	5	311	Glass Merchant ...	Do.	61 12 0	76 7 0	26'63	109 0 0	35'00	
			1,101			215 10 0	268 3 0	24'35	384 0 0	34'88	

Continued from last page.

Serial No.	Case No.	Shop No.	Floor area Sq. ft.	User of shops.	Date of acquisition.	Monthly Rent.					Remarks.
						On date of acquisition.	In January 1925.	Rate per 100 Sq. ft.	Present rent.	Rate per 100 Sq. ft.	
						Rs. as. p.	Rs. as. p.		Rs. as. p.		
7	311	1 & 3	159	Glass Merchant ...	22-12-15	41 4 0	51 6 0	32'31	56 0 0	35'00	
8	"	2	16	Tailor shop ...	Do.	7 4 0	8 9 0	53'51	10 0 0	62'50	
9	"	2A	248	Tea Shop ...	Do.	18 6 0	20 0 0	8'05	27 0 0	10'88	
10	"	4	132	Glass Merchant ...	Do.	41 4 0	48 12 0	36'93	54 0 0	40'90	
11	"	5	125	Do. ...	Do.	41 4 0	48 12 0	39'00	54 0 0	43'90	
12	"	6	133	Do. ...	Do.	51 8 0	63 12 0	47'93	70 0 0	52'63	
13	"	7 & 8	158	Do. ...	Do.	36 0 0	42 7 0	26'85	55 0 0	35'00	
14	"	9	133	Do. ...	Do.	51 8 0	63 12 0	47'93	70 0 0	52'63	
15	"	10	40	Do. ...	Do.	7 4 0	8 9 0	21'40	13 0 0	32'50	
16	311A	1	133	Do. ...	Do.	31 0 0	36 10 0	27'58	47 0 0	35'00	
17	"	2 & 3	266	Do. ...	Do.	62 0 0	73 4 0	27'58	93 0 0	35'00	
			1,543			388 10 0	465 13 0	30'18	549 0 0	35'58	



Continued from last page.

Serial No.	Case No.	Shop No.	Floor area Sq. ft.	User of shops.	Date of acquisition.	Monthly Rent.					Remarks.
						On date of acquisition.	In January 1925.	Rate per 100 Sq. ft.	Present rent.	Rate per 100 Sq. ft.	
						Rs. as. p.	Rs. as. p.		Rs. as. p.		
18	313	1 & 2	462	Glass Merchant ...	5-10-14	90 0 0	111 7 0	24'12	162 0 0	35'06	
19	287	1	422	Glass Merchant ...	17-4-16	92 0 0	102 0 0	24'12	148 0 0	35'07	
20	286	1	159	Glass Merchant ...	21-5-14	55 8 0	68 4 0	42'92	75 0 0	47'17	
21	285	1	254	Bakery ... ..	22-10-15	35 0 0	41 4 0	16'24	62 0 0	24'41	
22	"	2	254	Hotel ... ..	Do.	35 0 0	41 4 0	16'24	62 0 0	24'41	
23	"	3	254	Glass Merchant ...	Do.	35 0 0	41 4 0	16'24	62 0 0	24'41	
24	"	4	254	Do. ... ..	Do.	35 0 0	41 4 0	16'24	62 0 0	24'41	
25	"	5	254	Bakery ... ..	Do.	35 0 0	41 4 0	16'24	62 0 0	24'41	
			1,270			175 0 0	206 4 0	16'24	310 0 0	24'41	

Continued from last page.

Serial No.	Case No.	Shop No.	Floor area Sq. ft.	User of shops.	Date of acquisition.	Monthly Rent.					Remarks.
						On date of acquisition.	In January 1925.	Rate per 100 Sq. ft.	Present Rent.	Rate per 100 Sq. ft.	
						Rs. a. p.	Rs. a. p.		Rs. a. p.		
26	269	1	247	Milkman... ..	30-6-17	31 0 0	35 13 0	14'49	50 0 0	24'29	
27	"	2	211	Glass Merchant ...	Do.	41 4 0	47 10 0	22'56	58 0 0	27'49	
28	"	3	228	Do. ...	Do.	36 0 0	41 9 0	18'22	58 0 0	21'05	
29	"	4	325	Do. ...	Do.	77 4 0	66 8 0	20'46	93 0 0	28'35	
30	"	5	325	Do. ...	Do.	56 10 0	68 8 0	21'09	96 0 0	29'54	

Continued from last page.

Serial No.	Case No.	Shop No.	Floor area Sq. ft.	User of shop.	Date of acquisition.	Monthly Rent.					Remarks.
						On date of acquisition.	In January 1925.	Rate per 100 Sq. ft.	Present Rent.	Rate per 100 Sq. ft.	
31	269	6	325	Glass Merchant ...	30-6-17	Rs. a. p. 51 8 0	Rs. a. p. 62 4 0	19'15	Rs. a. p. 87 0 0	26'77	
32	"	7	300	Hotel ... ..	Do.	56 10 0	68 8 0	22'83	96 0 0	32'00	
			1,961			350 4 0	390 12 0	19'92	538 0 0	27'43	
Grand Total ...			7,383	...	...	1,482 0 0	1,750 12 0	23'71	2,329 0 0	31'54	

	No. of shops.	Area Sq. ft.	Average area of each shop.	Total present monthly rent of all shops.	Average rate per 100 Sq. ft.	Remarks.
Shops in private buildings in Janjekar Street.	49	8,990	183	4,497/8	50'02	} The rents of shops in Trust Cases Nos. 283, 284, 311, 311A, 313, 287, 286 and 269 are lower than those of the shops in private buildings in the locality by 58 %.
Shops in cases Nos. 283, 284, 311, 311A, 313, 287, 286, 285 and 269.	32	7,383	231	2,329	31'54	

**STATEMENT C.**  
**Scheme 37—Chukla Street.**  
**Rents of Shops in Acquired Buildings.**

Serial No.	Case No.	Shop No.	Floor area sq. ft.	User of shops.	Date of acquisition.	Monthly Rent.					Remarks.
						On date of acquisition.	In January, 1925.	Rate per 100 sq. ft.	Present Rent.	Rate per 100 sq. ft.	
1	320	1	2,227	Furniture shop.	12-6-16	Rs. a. p. 206 0 0	Rs. a. p. 203 0 0	9'11	Rs. a. p. 223 4 0	10'01	Including $\frac{1}{2}$ area of first floor.
2	321 322	} 1	2,639	"	19-5-16	216 0 0	163 6 0	6'19	179 12 0	6'81	Do. Do.
3	321 322	} 2	1,998	"	Do.	166 0 0	205 14 0	10'30	226 8 0	11'31	Do. Do.
4	323 324	} 1	9,532	"	6-10-24	1,573 0 0	1,573 0 0	16'50	1,200 0 0	12'59	Do. Do.
5	325	1	4,765	"	12-2-14	324 4 0	479 12 0	10'07	527 12 0	11'05	Do. Do.
6	326	1	1,295	"	Do.	113 8 0	111 7 0	8'60	122 10 0	9'42	

Continued from last page.

Serial No.	Case No.	Shop No.	Floor area Sq. ft.	User of shop.	Date of acquisition.	Monthly Rent.					Remarks.
						On date of acquisition.	In January 1925.	Rate per 100 Sq. ft.	Present rent.	Rate per 100 Sq. ft.	
7	327	1	1,120	Furniture shop.	12-2-14	Rs. a. p. 138 0 0	Rs. a. p. 136 7 0	12'18	Rs. a. p. 150 0 0	13'48	Including $\frac{1}{2}$ area of first floor.
8	328	1	1,063	"	15-6-14	136 0 0	136 7 0	12'83	150 0 0	14'11	Do. Do.
8			24,639			2,872 12 0	3,009 5 0	12'21	2,779 14 0	11'28	
						No. of shops.	Area sq. ft.	Average area of each shop.	Total present monthly rent for all shops.	Average rate per 100 sq. ft.	Remarks.
Shops in private buildings in Chukla Street.						9	14,860	1,651	1,910	12'85	} The rents of shops in Trust Cases Nos. 320, 321, 322, 323, 324, 325, 326, 327 and 328 are lower than those of the shops in private buildings in the locality by 13'91 %.
Shops in cases Nos. 320, 321, 322, 323, 324, 325, 326, 327 and 328.						8	24,639	3,079	2,779-14	11'28	

STATEMENT D

Statement of rents of godowns in the Trust's acquired buildings and situated in Dhobi, Memonwada, Chukla and Hassan Khan Khaliffa Streets.

Serial No.	Case No.	Floor.	Godowns No.	Area.	Rent per month.		Rate.	Street.
					Rs.	a. p.		
1	249	Gr.	1	1,919	191	6 0	9'25	Abutting on Dhobi Street.
2	268	Gr.	1	1,880	100	0 0	5'32	Abutting on Memonwada Road.
3	280	Gr.	1	1,225	109	0 0	8'89	Do. do.
4	279	Gr.	16	320	25	6 0	7'90	Do. do.
5	279	Gr.	17	337	25	6 0	7'50	Do. do.
6	279	Gr.	1-2	2,132	190	0 0	8'90	Abutting on Chukla Street with shops in front.
	279	Gr.	5					
7	279	Gr.	3-4	657	77	6 0	11'76	
8	297	Gr.	2	340	39	0 0	11'47	
9	298	Gr.	1	1,907	136	8 0	7'15	Do. Do.
10	300	Gr.	1	1,146	102	4 0	8'91	Do. Do.
11	301	Gr.	1	1,046	88	12 0	8'48	Do. Do.
				12,909	1,085	0 0	8'40	

## STATEMENT E

Temporary sheds erected by tenants on Trust land in Scheme 37.

Scheme No.	Case No.	Area sq. yd.	Rent per month.	Rate per sq. yd. on 6% basis.	Street.
1	290-293	200	Rs. 90	90	Abutting on Hassan Khan Khaliffa Street.
2	271	122	75	123	Abutting on Memonwada Road.
3	257-259	394	158	80	Do. Do.
4	260	168	67	80	Do. Do.
5	262	115	58	101	Do. Do.
6	315	101	79	156	Abutting on Hassan Khan Khaliffa Street.
		1,100	527	95.82	

(c) Chief Officer's note, dated 29th November 1927 :—

"I agree with the conclusions come to by the Estate Agent."

(d) Application, dated 19th May 1927, from Mr. Heptulla Tayebji Reshamwala, tenant of Case No. 284 :—

"We the tenants of the Bombay Improvement Trust properties at the above address, beg to request you as under :—

That since after the War there has been a general depression in trade, and merchants for the most part are incurring continuous losses, with the result that several had to close down. For the last 2/3 years, matters have grown worse, and only those who have a sound standing are able to sustain the continuous drain on their resources. Several shops have changed hands, whereas some are lying vacant since long. In spite of this all, the rent has been kept on increasing, until in our case it has been almost doubled than what it was in the month of January 1916, when our rent was Rs. 100/-, while the present one is Rs. 220. We, therefore, request you, to give this matter your fullest consideration, and reduce the rent to pre-war level. If, however, no attention is paid to our request, we regret, we shall have no course left but to shift to some other cheaper place. But we trust, no such occasion will arise, and we hope our request shall be acceded to.

Thanking you in anticipation."

(e) Estate Agent's No. 17476, dated 29th November 1927 :—

\* \* \* \* \*

2. This is an application for reduction in rent from a tenant of Case No. 284 Scheme 37 in Janjkar Street, occupying 2 shops (one sub-let), a loft and godowns and vacant land behind.

3. Reference is requested to this office letter No. 17320 of 26th November 1927 in connection with a petition received for reduction of rents from a large number of shopkeepers who are the Trust's tenants, and especially to paras 5 to 7 of that letter, in which the question of rents of shops in Janjkar Street has been fully dealt with. Whatever orders the Committee will be pleased to pass on the said petition, so far as they relate to Janjkar Street, will also be applied to the shops in the present case.

4. It may here be pointed out that the question of reduction of rent of the premises occupied by the present applicant was before the Board about 2 years ago when the Trustees by their Resolution No. 498 of 8th December 1925, reduced his rent from Rs. 240 to Rs. 220 per month, which he is paying at present, and which includes Rs. 50 for the godowns and vacant land behind, as will be seen from the preamble to the said Resolution. This rent of Rs. 50 is fair, looking to the importance of the locality in which the godowns etc. are situated."

**Resolution 670.**—The applicants should be informed that their request to reduce the rents cannot be granted.

9. Re: Sandhurst Road East Estate—plot 101—arrears of rent—proposal for settlement—sanction for.

(File No. Mis. 729/27. Ref. C. R. 534 dated 20th September 1927.)

Considered the following :—

(a) Estate Agent's No. 17312, dated 26th November 1927 :—

"With reference to the Committee's Resolution No. 534 dated the 20th September last, I have the honour to state that the Trust Solicitors Messrs. Crawford Bayley & Co., were instructed to file a Suit in the High Court against the lessees for the recovery of the arrears of rent amounting to Rs. 11,610.



On serving a notice by our Solicitors on the lessees and their representative in Bombay to pay the arrears, a proposal for settlement has been received through our Solicitors from the lessees' solicitors containing the following terms :

- (1) Rs. 3,000 to be paid on the 22nd December 1927 on account and in part payment of the arrears of rent for three quarters from 22nd January 1927 to 21st October 1927 and the balance of arrears to be paid by monthly instalments of Rs. 1,500 each on the 22nd day of each and every succeeding month thereafter.
- (2) The rent for the quarter ending 21st January 1928 and payable on the 22nd proximo to be paid on the due date *viz.* 22nd December 1927 and the rent for subsequent quarters to be paid on due dates as and when they fall due.

The Trust Solicitors suggest the adding of one more term *viz.* that in the event of the lessees' failure to pay the amount Rs. 3,000 on the 22nd proximo or the instalments of arrears of rent or accruing rent on their due dates, the Trust will be at liberty to re-enter upon and take possession of the premises on giving to the lessees' representative here in Bombay 24 hours' notice in that behalf.

A copy of the Trust Solicitors' letter No. U/1383\* dated the 24th instant together with its accompaniment† is forwarded herewith for perusal.

The terms are favourable and the Improvements Committee's sanction is solicited to the acceptance of the proposal on the terms modified as suggested by the Trust Solicitors."

\*Letter No. U/1383, dated 24th November 1927, from Messrs. Crawford Bayley & Co., Solicitors :—

"We have the honour to refer to the previous correspondence ending with your letter No. 16564 dated the 16th inst, and to Mr. Burge's subsequent call upon us, when upon our showing to him the lessees' solicitors' letter of the 17th instant (a copy whereof is enclosed for ready reference) he instructed us to see the lessees' solicitors in the matter and come to such arrangements with the lessees for the payment of arrears of rents by instalments as would be in the best interest of the Trust.

Accordingly, we had a call from the lessees' representative in company with his solicitors' clerk yesterday when after discussion the lessees' representative proposed the following terms of settlement. These terms are of course subject to the approval and sanction by the Board.

- (1) Rs. 3,000 to be paid on the 22nd December 1927 on account and in part payment of the arrears of rent for three quarters from 22nd January 1927 to 21st October 1927 and the balance of arrears to be paid by monthly instalments of Rs. 1,500 each on the 22nd day of each and every succeeding month thereafter.
- (2) The rent for the quarter ending 21st January 1928 and payable on the 22nd proximo to be paid on the due date *viz.* 22nd December 1927 and the rent for subsequent quarters to be paid on the due dates as and when they fall due.

The lessees' representative further stated that the lessees are endeavouring to arrange for payment of all arrears of rent and accruing rent to date within a much shorter time, if possible by the end of February next.

On hearing from you that the above terms are approved and sanctioned by the Board, we will communicate with the lessees' solicitors on the subject and get their confirmation of these terms. We propose to add one more term *viz.* that in the event of the lessees' failure to pay the amount of Rs. 3,000 on the 22nd proximo or the instalment of arrears of rent or accruing rent on their due dates as agreed, the Trust will be at liberty to re-enter upon and take possession of the premises on giving to the lessees' representative here a 24 hours' notice in that behalf."

†Copy of letter, dated 17th November 1927, from Messrs. Vachha & Co., Solicitors, Bombay, to Messrs. Crawford Bayley & Co. :—

“We have just seen our clients’ agent on the subject of your letter to us of the 18th instant.

At the outset, we may point out to you that in your letter of the 10th instant you stated that the instalment of rent commences from 22nd January 1927 and later on you write that the instalment fell due on 22nd March, 22nd June and 22nd September 1927.

It seems that there is some mistake in the dates of instalments. The proper dates would be 22nd April, 22nd July and 22nd October 1927 and the next instalment falls due on 22nd January 1928.

Our client says that he is prepared to pay the next instalment which falls due on 22nd January 1928 on the due date. Our client will also pay the arrears of rent *viz.* Rs. 11,610 by monthly instalments of Rs. 1,000 each and the 1st of instalments will be paid in January 1928 and the subsequent instalments will be paid on 22nd day of each and every succeeding month. Our client is making certain arrangement and if the arrangement is carried out, our client will pay off the arrears of rent by the end of February 1928, but our client cannot definitely say whether he will be able to pay the said arrears by the end of February 1928.

We hope that your client will please accept the above terms.”

(b) Chief Officer’s note, dated 28th November 1927 :—

“I recommend that the settlement be agreed to.”

**Resolution 671.**—The proposed terms of settlement are approved as recommended by the Chief Officer.

10.

Re : *The Board’s Chawls—rents of tenements in.*

( File No. Mis. 886/27. )

Considered Chief Officer’s note, dated 30th November 1927 :—

“ In December last, I submitted proposals for reducing the rents of some of the higher rented rooms in the post war chawls and increasing those of the rooms built before the war. I pointed out that there was a considerable difference in the rents of the two classes of rooms and stated I was anxious to put them on a more equal footing. The proposals were sanctioned and resulted in the 1330 tenants of the post war chawls being granted a reduction which amounted in the aggregate to rather over Rs. 24,600 per annum, while the rent of the old chawls containing 4220 tenements was increased by just over Rs. 20,000 a year.

2. In April last, I put forward proposals for a further reduction of rent in the case of the Mazgaon Chawls. These were sanctioned and resulted in the rents of ordinary rooms being reduced from Rs. 9 to Rs. 7-8-0 and of end rooms from Rs. 10 to Rs. 8-8-0. The effect of the reduction was to reduce the number of vacancies from 662 at the end of March to 366 at the end of October since which date further rooms have been occupied.

3. In August, the Committee also sanctioned a proposal to reduce by Rs. 2 per month the rents of rooms above the ground floor in the Scheme 37 chawls. This reduction has not resulted in reducing the vacancies to any appreciable extent. There are 248 rooms in all. The rent of 216 is now Rs. 12 per month while that of the remainder is Rs. 13. The total number of vacant rooms at the end of October was 130. It is now proposed to reduce the rent of ordinary rooms to Rs. 10 and of end rooms to Rs. 11.

4. Under the provisions of the Rent Act, it will be permissible to increase the rents of the old chawls by 10% as from the 1st January next and as they are still very low as compared with others I suggest that the rents be increased as shewn in statement A hereto. The increase will affect 4220 rooms and will amount to Rs. 21,268-8-0 per annum.

5. I am considering, in conjunction with the Estate Agent, the desirability or otherwise of reducing some of the rents of the Foras Road Chawls and if this is thought undesirable I will approach the Committee for the necessary sanction.”

**Statement A.**  
Shewing present and proposed rents of pre-war chawls.

Name of Chawl.	No. of Rooms.	Present rent per month.		Proposed rent per month.		Increase.	Remarks.
		Per Room.	Total.	Per Room.	Total.		
		Rs. as. p.	Rs. as. p.	Rs. as. p.	Rs. as. p.	Rs. as. p.	
Chandanvadi... ..	664	7 2 0	4,723 14 0	7 10 0	5,055 6 0	331 8 0	Rents of five rooms occupied by muc-cadams and two by care-takers not to be increased.
Princess Street ... ..	64	7 2 0	456 0 0	7 10 0	488 0 0	32 0 0	
Mandvi ... ..	218	7 2 0	1,546 2 0	7 10 0	1,654 10 0	108 8 0	
Imamwada ... ..	906	5 11 0	5,147 3 0	6 2 0	5,543 2 0	395 15 0	
Nagpada ... ..	288	5 11 0	1,632 5 0	6 2 0	1,757 14 0	125 9 0	
Agripada ... ..	1,602	4 15 0	7,900 0 0	5 5 0	8,500 0 0	600 0 0	
Suparibaug ... ..	478	4 9 0	2,176 5 0	4 15 0	2,355 3 0	178 14 0	
	4,220			Total increase	per month Rs.	1,772 6 0	

**Resolution 672.**—The proposals of the Chief Officer to reduce the rents of the Scheme 37 Chawls to Rs. 10 per month in the case of ordinary rooms and to Rs. 11 per month in the case of end rooms and also to increase the rents of the prewar chawls as shown in the Statement A attached to his note are approved.

11. Re : Scheme No. 47—Proposed recreation ground at Tulsirampada.  
( File No. Mis. 927/27. )

Considered Chief Officer's note, dated 29th November 1927 :—

" The Municipal Commissioner informs me that the Corporation are considering the question of providing suitable recreation grounds in the vicinity of Parel and have referred the matter to the Markets and Gardens Committee. A Sub-Committee of this Committee have requested the Commissioner to enquire whether the Trust will convert a portion of Tulsirampada into a recreation ground as early as possible or in the alternative hand over to the Corporation land for that purpose.

2. On the 23rd December 1924, the Board considered a request by the Corporation that a plot of land at Tulsirampada should be reserved for the use of children and it was decided to inform the Commissioner that the land coloured red on plan E. A. No. 70, dated the 16th April 1924, had been earmarked for this purpose.

3. The land referred to in the previous para has an area of about 3112 sq. yards and is valued at Rs. 77,800. At the present time seven buildings containing 169 tenancies stand wholly or partly on it. Allowing four occupants to a tenement, 676 persons would have to be dishoused and the loss of revenue would amount to about Rs. 7,000 a year gross or say Rs. 5,000 nett.

4. Apart from this question of the loss of revenue, which in itself is serious, I doubt whether the inconvenience caused to the tenants of the seven buildings, were they evicted, would be counterbalanced by the advantages gained by the few hundred children who would use the land. There are vacant pieces of land in the immediate vicinity which are used by children and it would be possible to erect swings on a portion which will eventually form part of the site of the playground. I suggest that the Municipal Commissioner be informed accordingly and that the Committee undertake to erect the swings at an early date. It might also be pointed out that there is a playground at Lalbaug which is open to all children residing in the locality."

**Resolution 673.**—The Municipal Commissioner should be informed as suggested by the Chief Officer.

12. Re : Scheme 43, Parel Road Central—Cases Nos. 33 & 34-35—variation of layout.  
(File No. Mis. 898/27.)

Considered the following :—

- (a) Trust Architect's No. 2724, dated the 7th October 1927 :—

" I have the honour to forward herewith plans\* received from the architects on behalf of lessee of the building in Case No. 33, as per letter No. D/82/27/984, dated 30th September 1927 (printed below), enclosing a letter (printed below) from the lessees of Cases Nos. 34/35.

Both the lessees are under covenant with the Trust to leave combined open spaces as shown hatched in red on the plan. The portion coloured yellow of the open spaces is proposed to be built over for the convenience of planning. This will do away with an awkward corner in one of the rooms on all floors in the existing building in Case No. 33

\* Not Printed.

and afford better convenience in planning of the building to be constructed in Cases Nos. 34/35.

In the circumstances, the proposal, which will not affect the 63½° rule, may be allowed subject to premium being paid in proportion to the additional areas gained thereby.

Sanctioned plans\* for building in Case No. 33 and those for the temporary structure in Cases Nos. 34/35 accompany, which may please be returned when done with."

*Letter No. D/82/27/984, dated 30th September 1927, referred to above :—*

"With reference to the interview we had along with the lessees of the above plots, with the Chief Officer, on the 29th ultimo, we beg to submit herewith plans in duplicate showing thereon the arrangements of the rooms and the open spaces proposed to be mutually left by the lessees.

The open space originally proposed to be left is shown in red scoring whilst the portion proposed to be encroached upon is shown in yellow on the plan. The object of the proposal is that a room in the building under construction on plot 33 receives an odd notch which, if the proposal is allowed, can be obviated.

By reducing the length of open space the ventilation of any of the rooms is not affected in any way.

Under the circumstances, we shall thank you to entertain the proposal of our clients.

We enclose herewith also the letter authorising us to act by the lessee of Cases 34/35."

*Letter addressed to the Estate Agent from the lessees of Cases Nos. 34/35, referred to above :—*

"We the undersigned hereby agree to the proposal sent by Messrs. Chinoy & Divecha, to build over a portion of the open space to be left between the premises comprising Cases Nos. 33-34 and 35 of Scheme No. 43."

(b) Estate Agent's No. 16688, dated 18th November 1927 :—

"This is a proposal from the claimants in Case No. 33, Scheme 43 to build over part of the open space between the buildings in this Case and Cases Nos. 34 and 35, which, under the terms of the agreement, is required to be left open.

2. As the proposal does not contravene the 63½° rule, it may be allowed, the claimant in Case No. 33 having agreed to pay a reasonable premium for the claimant of Cases 34 and 35 and for herself in respect of each open space.

3. The total amount of premium for both Cases that may be demanded viz., Rs. 2,500 is worked out as under :—

The total area proposed to be built over is 105 sq. ft. with a building of ground and 4 upper floors. The total cubical contents will be 5880 c. ft. and the estimated cost of this will be Rs. 3,700. The rent per month of the portion built over estimated at Rs. 10 per 100 sq. ft. will be Rs. 50 per month, the annual gross income being Rs. 600. After allowing 25 % for outgoings and 8 % to the tenant on his outlay the net rent per annum will be Rs. 150. This amount capitalised at 6% will amount to Rs. 2,500."

**Resolution 674.**—The proposed encroachment should be allowed subject to the lessee of Case No. 33 agreeing to pay a premium of Rs. 2500.

\* Not Printed,

13. Re : Assignment of the part of the Jubbulpore Portland Cement Company, Limited,  
in the agreement for the supply of cement, to the United Cement Co. of  
India, Ltd.

Considered the following :—

(a) Government letter, Development Department, No. 9/ S. B., dated the 23rd September, 1927:—

“ I am directed to state that the Jubbulpore Portland Cement Company, Limited, which is a party to the principal agreement, dated the 6th July 1922, for the supply of cement proposes to assign its part in the agreement to the United Cement Company of India, Limited, and has requested the permission of Government to this arrangement on the terms mentioned below :—

- (a) That the said Company shall observe and perform the terms and obligations of the said agreement in all respects as if its name in lieu of the name of the Jubbulpore Portland Cement Company, Limited had been inserted in the said agreement.
- (b) If, however, the price payable to the said Company for the cement supplied by it at any time works out at more than the minimum price payable to any of the other three Companies, *viz.*, the Bundi Portland Cement, Limited, the Katni Cement and Industrial Company, Limited, and Mr. F. E. Dinshaw, the Trustee for the Debenture Holders of the Central Provinces Portland Cement Company, Limited, then the only price payable by Government shall be such minimum price.
- (c) In making the comparison under clause (b), Government may at their option compare prices either (1) for delivery on rail under clause 8 of the agreement or (2) for delivery at Bombay ; that is to say, the maximum price payable to the United Cement Company of India, Limited, will be at Government's option, either (1) the minimum price F. O. R. payable to any of the other three Companies or (2) the lowest cost of the cement of the other three Companies delivered in Bombay less the Railway freight (paid by Government) from Jukehi to Bombay.

2. As the Board of Trustees for the Improvement of the City of Bombay is interested in the assignment, I am to request that you will be so good as to favour Government at a very early date, with your views on the proposal.”

(b) Chief Officer's note, dated 23rd November 1927 :—

“ The Jubbulpore Portland Cement Company, Limited, proposes to assign its part in the agreement to the United Cement Co. of India, Ltd.

The assignment can be sanctioned by the Secretary as Director of Development under clause 23 of the agreement.

The price payable to the United Cement Co. may at the option of the Director be either:—

- (a) The minimum price F. O. R. payable to any of the other three Companies, or
- (b) The lowest cost at Bombay of the Cement of the other three Companies less the Railway freight from Jukehi to Bombay.

As the site of works of the Jubbulpore Co. is the same as that of the United Cement Co., no extra freight is involved and the proposal to assign the benefit may be agreed to.”

**Resolution 675.**—The Government should be informed that the Committee has no objection to the proposed assignment by the Jubbulpore Portland Cement Co. Ltd., of its part in the agreement to the United Cement Co. of India, Ltd.

**14. Re : Parel Estate, Schedule C Lands and Scheme 31—Site for proposed Hospital.**

Considered Chief Officer's note, dated 2nd December 1927 :—

"Some time ago the Board agreed to the resumption by Government of an area of about 20,000 sq. yds. on the Parel Estate as a site for the Wadia Maternity Hospital. The rate accepted for this site was Rs. 15 per sq. yd.

2. The Committee are probably aware that Sir Ness Wadia and Mr. C. N. Wadia subsequently offered to erect another hospital in the vicinity of the first, the site of which would have been on the Board's lands. The matter dropped for the time being.

3. Sir Ness Wadia now informs me that he and his brother intend to proceed with the erection of the children's hospital and enquires whether the site on the west of the Maternity Hospital is available and if so whether the Committee will agree to convey it to him at a rate of Rs. 15 per sq. yd.

4. The land in question is shown on the Estate Agent's plan\* No. 190, dated 30th November 1927, and contains an area of 20,500 square yards, rather over 11,000 sq. yds. being schedule C land.

5. The land is rather more valuable than the former site, but as the area is large and there were formerly two tanks on a portion of it, I am prepared to recommend the acceptance of the rate mentioned on condition (a) that the land is taken over in its present condition except that the Board are to have the right to remove the buildings, (b) no buildings are erected within 15 feet of the boundaries marked C. D. E and F. G, and (c) that the cost of transfer etc. are borne by Sir Ness Wadia.

6. The Board cannot sell the schedule C land (Block A on the plan) but Government have the right, on paying compensation, to resume it for a public purpose and, in this case, I imagine there should be no difficulty in arranging for this."

**Resolution 676.**—The Chief Officer is authorized to continue negotiations with Sir N. N. Wadia on the terms mentioned in his note.

**15. Re : Sandhurst Road West Estate—plot 6—motor garage on.**

( File No. Mis. 939/27. )

Considered the following:—

(a) Trust Architect's No. 3110, dated 28th November 1927:—

"I have the honour to forward herewith plans\* received from the lessee's architects showing the motor garage proposed to be erected on the west of the main building on the above plot and to state that the proposal may be allowed subject to the Board's usual normal conditions contained in Trustees' Resolution No. 296 of 27th September 1918.

It may be pointed out that there are already three garages over the large open space in the rear of the plot. In order to meet with the requirements of the tenants on the building, the lessee wishes to construct the proposed additional garage."

(b) Estate Agent's No. 17662, dated 2nd December 1927:—

“\* \* \* \* \*

2. There is no objection to the proposed additional garage.

\* Not printed.

3. The lease of this plot having been granted, premium will be payable at the rate of Rs. 1033 for every 100 sq. feet occupied by the garage, together with the cost of preparation etc., of the necessary license."

**Resolution 677.**—The proposed motor garage should be allowed subject to the usual normal conditions contained in Trustees' Resolutions No. 296, dated 27th September 1918 and No. 255 dated 22nd June 1920.

16. Re : Chaupati West Estate—plot 23 B—motor garage on.  
(File No. Mis. 940/27.)

Considered the following :—

(a) Trust Architect's No. 3132, dated 30th November 1927 :—

"I have the honour to forward herewith a set of plans\* received from the lessee's architects, showing the motor garage proposed to be erected on the above plot and to state that the proposal may be allowed subject to the Board's usual normal conditions contained in Trustees' Resolution No. 296, dated 27th September 1918."

(b) Estate Agent's No. 17663, dated 2nd December 1927 :—

"\* \* \* \* \*

2. There is no objection to the proposed garage.

3. The lease of this plot having been granted, premium will be payable at the rate of Rs. 750 for every 100 sq. feet occupied by the garage, together with the cost of preparation etc. of the necessary license."

**Resolution 678.**—The proposed motor garage should be allowed subject to the usual normal conditions contained in Trustees' Resolutions No. 296 dated 27th September 1918 and No. 255, dated 22nd June 1920.

17. Re : Establishment—Mr. A. K. Dadachanji—Deputy Estate Agent—privilege leave to.

(File No. E. L. 260/27.)

Considered the following :—

(a) Mr. Dadachanji's application for leave, dated 25th November 1927 :—

"As I need some rest, I have the honour to request the favour of your obtaining the sanction of the Chief Officer and the Improvements Committee to the grant to me of four months' privilege leave to which I am entitled, with effect from 3rd January 1928, and to allow me to affix the leave to the Christmas Holidays.

In this connection I may here observe that I had applied to the Land Manager on 25th June 1926 for all the privilege leave and furlough then due to me, but the Land Manager showed his unwillingness to grant me the leave applied for and made the following endorsement on the application :—

'I think it would be in the interest of the Board if you were to apply for leave some time after your References are over.' "

\*Not printed.



## (b) Estate Agent's No. 17391, dated 28th November 1927 :—

“ \* \* \* \* \*

2. “ Mr. Dadachanji is certainly in need of rest, as he had a very busy time when acting for me, but the undersigned regrets to have to state that the granting of 4 months' leave to Mr. Dadachandji from the 3rd January 1928 will be highly inconvenient for this Department for the following reasons :

(a) The Department is already short-handed owing to the untimely death of Mr. Narasimham whose post has not been filled, as a suitable Deputy to take charge of all the revenue work of this Department has not yet been found.

(b) Mr. Dadachanji is also in charge of all the acquisition work, which is expected to be heavy during the coming months, owing to numerous claims arising out of the denotification of 186 Cases in the Dharavi Scheme, and except for Mr. Dadachanji there is no senior man in this Department, who is thoroughly conversant with all these acquisition matters.

3. The Revenue Section needs the strictest supervision and partial reorganization at the present time to ensure greater efficiency.

4. As a suitable Deputy to act for Mr. Dadachanji cannot be found at the present time, it will be obvious that the undersigned will have to do the greater portion of Mr. Dadachanji's work in addition to his own varied duties.

5. In view of the above circumstances, and in the best interests of efficiency and economy, the undersigned regrets that he cannot recommend leave to Mr. Dadachanji for more than 2 months from 3rd January 1928.

6. Mr. Dadachanji has been distinctly unfortunate in the matter of leave as stated by him, but his services are of so valuable a nature, that anything in the way of long leave to him cannot be considered until the vacant Dy. Estate Agent's post has been filled by a thoroughly reliable man.”

## (c) Chief Officer's note, dated 2nd December 1927 :—

“ \* \* \* \* \*

2. As will be seen from his application, Mr. Dadachanji applied to the Land Manager for leave in June 1926 but as there were then several References pending before the Tribunal his request had to be refused.

3. Mr. Dadachandji now applies for four months' leave. Unfortunately, he cannot be spared for the whole of that period and the utmost I can recommend is two and a half months from January 3rd with permission to affix the Christmas holidays.

4. The fact that he has once been refused leave and that we cannot now grant the whole of his request may be taken into account when he next applies for leave.”

**Resolution 679.**—The grant to Mr. A. K. Dadachanji of privilege leave for 2½ months from 3rd January 1928 in combination with the Christmas holidays is sanctioned as recommended by the Chief Officer.

18. Re : Tribunal of Appeal—Menial staff—Naik Mahadeo Ramchandra—payment of gratuity to.

(File No. E. 368/27.)

Considered Chief Officer's note, dated 22nd November 1927 :—

"In submitting the attached application addressed by Naik Mahadeo Ramchandra of the Tribunal of Appeal to the Chairman of the Improvements Committee requesting him to move Government to pass early orders on the letter dated the 15th September 1927 addressed by the President of the Tribunal to Government, Home Department, re : payment of the gratuity sanctioned in Government Order, General Department No. 5471, dated 29th April 1921, I beg to state that the President's letter of the 15th September referred to above has been referred to me unofficially by the General Department, for remarks regarding the payment of gratuity.

The case is briefly as under :—

The applicant was a Naik in the Office of the Tribunal of Appeal. His pay was Rs. 30 per mensem.

On 9th February 1920, the then President wrote to Government recommending *inter alia*, that the pay of this Naik which was Rs. 22 per mensem, then, should be increased to Rs. 30 per mensem and that his post should be made pensionable. The question was referred by Government unofficially to the Chairman of the Trust for his remarks. The Chairman stated that there was no objection to the proposed increase of pay. He was, however, not in favour of making the post pensionable but he suggested that the peons of the Tribunal's establishment might be granted gratuities in accordance with the rules for gratuities applicable to the Trust peons on the permanent establishment. This was sanctioned by Government in their General Department Order No. 5471, dated 29th April 1921.

Before the Provident Fund Rules were made applicable to them in 1923, the Trust peons on the permanent establishment were entitled to retiring gratuities equivalent to one month's pay for every complete year of service. Thus a gratuity of Rs. 780 would be admissible to the applicant under the rules which were applied to the Trust peons before the Provident Fund Rules were made applicable to them. The sanction of the Committee would be necessary to the payment."

*Naik Mahadeo Ramchandra's application, dated 1st November 1927, referred to above :—*

"I, the undersigned, Mahadeo Ramchandra, beg to lay before you the following few lines for favour of consideration and necessary action:—

I have worked on the menial staff of the office of the Tribunal of Appeal, constituted under the Improvement Trust Act, throughout the long period of 27 years of its existence. When the Tribunal of Appeal was abolished on 30th September last, I was in the grade of 'Naik' drawing a salary of Rs. 30 per month. During the long period of my service there was not the slightest dereliction of duty on my part as will be seen from the office records and all the Presidents of the Tribunal of Appeal, from its inception to its abolition, complimented me for my honest and straightforward work. In fact, I identified myself with the work and have thus spent the best part of my life in the service of the Tribunal. I, therefore, feel that the evening of my life may not be spent in hardships.

I might state that under Government Order, General Department No. 5471 dated 29th April 1921, Government have been pleased to sanction for me a retiring gratuity with retrospective effect in the event of the abolition of the Tribunal of Appeal on the 15th September last. Mr. Havelivala the President of the Tribunal, addressed a letter to the Secretary to Government, Home Department, requesting the passing of orders directing payment of a retiring gratuity to me pursuant to the aforesaid Government order. A month and a half has elapsed since then but no orders have yet been passed.

I am a very poor and old man without any employment and any further delay in the sanction of my gratuity would mean starvation and misery to me and my family.

Under the circumstance, I humbly pray that you will be pleased to move Government to pass early orders in my case so that myself and my family may not have to bare our backs and pinch our stomachs."

**Resolution 680.**—The Committee has no objection to recoup Government the sum of Rs. 780 on account of gratuity to be paid by them to Naik Mahadeo-Ramchandra.

19.

Re : Engineer's Establishment.

Considered Chief Officer's note, dated 3rd December 1927 :—

"I have received a letter from a temporary clerk on the Engineer's establishment addressed to the Works Committee. The clerk asks for a transfer to another section as he states he has been badly treated; he also states that he wishes 'to submit reasons to the Board in every detail after his transfer if he is protected by the Board.'

2. The Works Committee not being competent to deal with the matter, I propose to take action under the powers conferred on me under section 28 of the Act and if I find it is necessary to do so to submit a report to the Committee on the matter."

**Resolution 681.**—The action proposed to be taken by the Chief Officer is approved.

20.

Re : Excesses over Budget Grants—Sanction for.

(1) Scheme 43, Parel Road Central (Maintenance Branch) for 1927-28 excess-expenditure re: other lands and buildings :—

Considered Engineer's No. 11732, dated 30th November 1927 :—

"With reference to Chief Accountant's No. W. A. 1631 dated 17th October 1927, I have the honour to state that the budget provision under the above head is likely to be exceeded by Rs. 4,500 by the end of the current year as a greater portion of the Aga building on Case No. 7 had to be pulled down than originally intended. Although this improved the offer for building materials by about Rs. 1,000, the cost of reconstruction and remodelling of the portion of the building to be retained was great for reasons stated below:—

- (1) Some coping and ashlar stones from the demolished portion could not be re-used as they had to be included in the auction, to obtain better offers.
- (2) The ends of beams and the posts exposed to view after demolition which were found completely decayed as also those windows and shutters, which were in complete state of disrepair had to be renewed.

The additional work in connection with the staircase railing, renewal of beams and posts as also of rotten planks of floors of the corridors in some places and complete overhauling of the C. I. shed on the North of the building also contributed to the increase in cost of reconstruction.

In these circumstances, I request that Improvements Committee's sanction may please be obtained to the excess over the budget grant, which is proposed to be reappropriated from the savings under Capital Account Expenditure, Scheme 43 Roads."

(2) Scheme 31, Excess Expenditure in respect of maintenance *re*: S. P. Sheds :—

Considered Engineer's No. 11731, dated 30th November 1927 :—

"With reference to your letters Nos. W. A. 1642 of 19th October 1927 and 1844 of 10th November 1927 in the above matter, I have to inform you that the original provision of Rs. 700 for these sheds is now expected to be exceeded by Rs. 1,100 and I have therefore to request the favour of your obtaining sanction of the Improvements Committee to a further grant of Rs. 1,100, bringing the figure of total provision for the year to Rs. 1,800.

The main reasons contributing to the above excess are that the woodwork of the sheds which had already decayed had to be renewed during the year contrary to expectations and heavy repairs had to be carried out to the two blocks of S. P. Sheds taken over for maintenance from the Construction Branch, for which no provision existed in the original Budget.

The excess may be met by reappropriation from the savings under Capital Account Expenditure, Scheme 43 Roads."

(3) Scheme 47, Parel Road Northern, Excess Expenditure *re* : Other Lands and Buildings :—

Considered Engineer's No. 11445, dated 22nd November 1927 :—

"I have the honour to state that the provision for this year for Scheme 47 under the heading 'Other Lands and Buildings' is exceeded and in view of our requirements for the remaining portion of the current official year, an extra provision of Rs. 1,500 is necessary. The following are some of the causes for the original budget provision falling short of actual requirements :—

- (i) Heavy monsoon repairs to the buildings under Cases Nos. 17, 21, 24, 82 and 84 and renewal of rotten wood work of Case No. 27 ;
- (ii) Special repairs to the Guzari Bazar Market, this to comply with several Municipal requisitions, and tidying up of the open space around ;
- (iii) Less demolition than anticipated and the resultant increase in cost of maintenance.

I request that Improvements Committee's sanction may please be obtained to the excess over the budget grant.

The Expenditure may be met by reappropriation from the savings under Capital Account, Scheme 43—Roads."

**Resolution 682.**—The Board should be recommended to sanction the transfer of Rs. 4500, Rs. 1100, and Rs. 1500 from the provision of Rs. 1,08,000 made in the current year's Budget under "Capital Account Expenditure, Scheme 43—Roads" to Schemes 43, 31, and 47, respectively.

21. Re : Works Sub-Committee's Resolution No. 14, dated 30th November 1927, re : Estimate for portion of Sydenham Road included between Masjid Bunder Road and Carnac Road, Scheme No. 37.

( File No. Mis. 877/27.)

Considered Works Sub-Committee's Resolution No. 14, dated 30th November 1927 :—

"Considered the following :—

(a) Engineer's No. 7612., dated 29th July 1927 :—

"I have the honour to forward the accompanying revised estimate\* amounting to Rs. 3,00,600 for construction work comprised in the portion of Sydenham Road, Scheme No. 37, situated between Masjid Bunder Road and Carnac Road as shown on Plan\* Registered

\*Not printed.

No. 9314/42 including cost of additional work due to change in development and to Municipal requisitions as shown in Plan No. 9314/55 for portions between (1) Sandhurst Road and Chunam Kiln Street (2) Chunam Kiln Street and Masjid Bunder Road, not included in the sanctioned estimates for these portions.

2. As already stated in this Office No. 10731 of 13th October 1925, detailed revised estimate for the whole scheme cannot be drawn up until the final development in connection with the easement of properties which have to be retained within the Scheme limits and the neighbouring properties outside of the Scheme which are affected by the Trust development are settled.

3. The development of the Scheme for the portion from Sandhurst Road to Chunam Kiln Street was sanctioned under Trustees' Resolution No. 300 of 21st July 1925 and that for the portion from Chunam Kiln Street to Masjid Bunder Road under Improvements Committee Resolution No. 170 of 29th March 1927 while the estimates for the same were sanctioned earlier under Trustees' Resolutions Nos. 347 of 21st July 1924 and 483 of 2nd December 1925 respectively. The final development of these portions entailed additional work which as stated in para 1, is included in the present estimate as per details on pages C11 to C16 of Estimate C.

4. The B. E. S. and T. Company do not propose to lay their tram tracks on the 17' width to be specially prepared for them until they can link up the track on Parel Road with the Hornby Road track *via* Sydenham Road and Paltan Road in one stretch. It is proposed therefore, to finish up the 17' strip reserved for them with 7" metalling and mexphalte penetration as insisted on by the Municipality and the cost of this is included in the present estimate.

5. The amount of the original estimate sanctioned under Trustees' Resolution No. 106 dated 9th May 1911, for construction work for the whole of this Scheme is Rs. 2,72,570 including 7½% for Management and Establishment charges. Calculating proportionately, the provision in the sanctioned estimate for the length included in the present estimate is Rs. 1,16,000 without 7½% Management and Establishment charges against the present estimated figure of Rs. 2,55,600, there being thus an increase of Rs. 1,39,600 over the original estimate.

6. As already stated in this office No. 10731 of 13th October 1925 mentioned above, the original estimate was prepared in 1909 *i.e.* about 18 years ago at which date the rates for labour and material were comparatively very low and there was no intention of adopting the present up-to-date method of road construction as is provided for in this estimate. The main reasons of difference are as given below :—

	Rs.
(a) Wider Road <i>viz.</i> 108' in the present proposal against 100' as originally intended	6,400
(b) Reinforcement in concrete over trenches for ovoid sewer etc. and light R. I. F.† for the whole carriageway, up-to-date treatment of carriage way with 3" layer of asphaltting, higher candle power lamps than those originally intended ; and additional requirements by the Municipality in respect of water tables with two rows of sett-stones ; superior class of footpath pavement <i>viz.</i> Shahabad stone instead of patent stone provided for in the original estimate and mexphalte penetration in the strip reserved for tram tracks etc. (†Extra cost due to the provision of R. I. F. in the carriageway is about Rs. 7,200 for the present length, and it is absolutely necessary for ensuring the road against the very heavy traffic, as will be seen from this office No. 6816 of 7th July 1927 and letter No. E. G./998/D, from Mr. Mac Kison, Executive Engineer to Bombay Municipality, copies of which are attached herewith)	78,600

(c) Provision for pipe sewer and service passages to replace the existing easements to private properties fronting on the Scheme ... ..	2,900
(d) Alterations to existing Public Utility services ... ..	5,500
(e) Filling in and levelling of plots ... ..	1,900
(f) Constructing additional areas at junctions with cross roads with necessary changes in the camber of the same ... ..	2,000
(g) Extra items in sewer water drains such as rock excavation, double sized water gullies etc. ... ..	12,400
(h) Present high rates of labour and materials including allowances for intermittent working in congested thoroughfares. (The work has also to be carried out leaving means of access to and from properties which are being left standing on the side of the thoroughfare during the course of construction. This naturally involves construction of small temporary roads, cost of which is included in this item) ... ..	29,900

It may be noted that the increase due to (h) is about 12% of the estimated cost against 17% and 22% for the previous portions sanctioned under T. R.'s Nos. 483 of 2nd December 1925 and 347 of 21st July 1924 respectively.

Total ... 1,39,600

7. It may be pointed out that the present estimate of Rs. 2,55,600 includes an amount of Rs. 18,932 to be recovered from the B. E. S. & T. Company on account of the cost of concrete foundations in the 17' strip reserved for the Tram Tracks. The Company have agreed to bear the charges for the concrete foundations on condition that payment for the same will be made to the Trust when they are in a position to extend their tramway service on this road. As, however, the cement concrete in this strip has to be laid side by side with the cement concrete for the asphaltting of the carriageway, the expenditure has to be incurred in the first instance by the Trust, and therefore provision for the same has been made in the present estimate. On the Tramway Company's laying their tracks at a future date, the amount will be recovered from the Company and credited to the account of the Scheme for this portion.'

*Accompaniments to Engineer's No. 7612, dated 29th July 1927—*

Engineer's No. 6816, dated 7th July 1927, addressed to the Executive Engineer, Bombay Municipality :—

Re : *Sydenham Road.*

'With reference to the new Sydenham Road the Trust is constructing through the bazar area to Crawford Market, I have the honour to request the favour of your remarks on my proposal to put in steel reinforcement into the 6" of concrete which is shown on the sanctioned plans.

It is gradually becoming an accepted fact that 6" of concrete unreinforced is not sufficient for the modern traffic even though covered with the layer of asphalt. From my experience of roads with heavy traffic in Bombay, I am inclined to think that this applies equally to this City.

Before, however, putting up the suggestion to the Improvements Committee, I would like your definite views as to whether you agree with me that it is necessary to spend the extra money involved to ensure a road which will stand the enormous impact of heavily laden lorries.

I propose putting the reinforcement at about 1½" from the bottom.'

Municipal Executive Engineer's No. EG/998/D, dated 18th July 1927, referred to above, addressed to the Engineer :—

Re : *Sydenham Road.*

'With reference to your letter No. 6816 of 7th July 1927, I have the honour to say that I consider it absolutely necessary to reinforce the concrete foundation with steel reinforcement especially as the bearing strength of subsoil is uncertain, the area occupied by the carriageway having been honeycombed with trenches opened by the utility Companies and Drainage Department. I, therefore, agree that you should provide reinforcement and place it as suggested by you 1½" from the bottom of the concrete.'

(b) Chief Officer's note, dated 19th August 1927:—

'The original estimate of this scheme was prepared in 1911 and the estimated cost of construction of the road from Crawford Market to Sandhurst Road was Rs. 2,75,000 (inclusive of cost of Management and Establishment).

2. Against the abovementioned estimate, the following three estimates have been sanctioned by the old Board :—

(1) Widening Palton Road ... ..	Rs.
(2) Construction of road between Sandhurst Road and Chunam Kiln Street ... ..	30,910
(3) Construction of road between Chunam Kiln Street and Musjid Bunder Road ... ..	2,11,200
	1,78,530
Total	4,20,640

These three estimates are inclusive of cost of management and establishment.

3. The Engineer now submits an estimate amounting to Rs. 3,31,000 (inclusive of cost of management and establishment) for construction of road between Musjid Bunder Road and Carnac Road. It includes Rs. 49,520 on account of cost of additional work due to change in development and to Municipal requisitions for portions between (1) Sandhurst Road and Chunam Kiln Street and (2) Chunam Kiln Street and Musjid Bunder Road, not included in the estimates sanctioned for these portions. It also includes an amount of Rs. 18,932 which is recoverable from the B. E. S. & T. Company, on account of the cost of concrete foundations for their lines.

4. In para .6 of his letter, the Engineer has explained in detail the reasons for the excess over the original estimate.

5. In June 1924, it was mentioned to the Board that the original cost of works would be considerably exceeded but as a large saving on acquisition is expected, the gross outlay in the Scheme would be well within the original estimate of the Scheme and the Engineer states in para 2 of his letter that the detailed revised estimate of the whole scheme will be submitted after the final development in connection with the easement of the properties to be retained within the scheme limits and the neighbouring properties outside the scheme is settled.'

(c) Minute by Mr. Hoosenally M. Rahimtoola, B.A., dated 24th August 1927 :—

‘ I presume a meeting of the Sub-Committee will be called to consider this.

In view of the fact that the construction of Parel Road has not been successful, it should be considered whether the same mode of construction should be continued.

It should be also considered whether it would not be more advantageous to get the work done by contractors than departmentally.’

RESOLUTION 14.—The estimate amounting to Rs. 3,31,000 inclusive of the cost of Management and Establishment is approved and recommended to the Improvements Committee for sanction.”

**Resolution 683.**—The Resolution of the Works Sub-Committee is confirmed.

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22. Re : Dadar-Matunga Estate—Plot No. 312—Permission for the encroachment of the bay windows over side open spaces and also slight encroachment over the front open space.

( File No. Mis. 765/27 )

Considered Report No. 5 of the Works Sub-Committee, dated 30th November 1927 :—

“We have considered the plans of the building proposed to be erected on this plot. The building tenant asks for permission for the encroachment of the two bay windows over the compulsory open spaces and also for the slight encroachment over the open space in front. We recommend that the proposed encroachment of the two bay windows which represents an increase of 2'25% over the sanctioned building area be allowed on payment of an additional ground rent of Rs. 12 per annum.

The proposed slight encroachment over the open space in front may be allowed free of extra rent as an architectural feature.”

**Resolution 684.**—The Report of the Works Sub-Committee is approved and adopted.

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23. Re : Statements showing outstanding reports from the Chief Officer called for by the Improvements Committee and References pending before Sub-Committees.

**Statement A**

Showing the Resolutions passed by the Committee asking for reports from the Chief Officer.  
( Vide Committee's Resolution No. 197, dated 5th April 1927.)

Committee's Resolution No. and date.	Subject.
126, dated 10th Aug. 1926.	<p>Notice of motion by Mr. K. F. Nariman, B.A., LL.B. :—</p> <p>That the Chief Officer be requested to report—</p> <p>(a) The total expenditure per mensem incurred by the Bombay Improvement Trust in maintaining the Tribunal of Appeal.</p> <p>(b) How many cases have been disposed of by the Tribunal since the transfer and how many are pending ?</p> <p>(c) How often does the Tribunal meet in a week and on what days and for how many hours ?</p> <p>(d) What is the average payment per working hour to the President of the Tribunal and what is the expenditure per case since the transfer ?</p> <p>(e) Whether it would be more economical without adversely affecting the efficiency to pay fees per every working hour to the President and whether the Improvements Committee through the Board should make such recommendation to the Government.</p>
217, dated 28th Sept. 1926.	<p>Notice of motion, by Mr. Hoosenally M. Rahimtoola, B.A. :—</p> <p>That the attention of the Chief Officer be invited to the advertisement, dated the 10th September 1926, appearing in the local newspapers inviting applications for the post of the Trust Engineer and he be requested to report at an early date :—</p> <p>(1) What are the reasons for the delay of 4 months in issuing the advertisement when the Board's Resolution on the subject was passed on the 17th May 1926.</p> <p>(2) Why the terms have not been placed before the Committee for their approval.</p> <p>(3) Whether he and the Municipal Commissioner have come to any arrangement for the reorganization of the Municipal and Trust Engineering Departments as required by Corporation Resolution No. 1813, dated 12th May 1926.</p> <p>(4) Whether in view of the curtailment of the activities of the Trust such a highly salaried post is necessary, especially as the post of the Municipal Executive Engineer carries a salary of Rs. 1,200—2,000 only, and</p> <p>(5) Whether it would not be advisable to abolish the post or to reduce the salary thereof.</p>

Committee's Resolution No. and date.	Subject.
296, dated 7th Dec. 1926.	Gratuity to staff—to furnish concrete cases comparing the benefits which would accrue to the staff under Trust rules and the Municipal rules respectively.
200, dated 12th April 1927.	Scheme 56, Dharavi (southern portion of)—proposed development of a portion as sites for milch cattle stables.
358, dated 15th June 1927.	Scheme 32, Agripada—nuisance by Pathans on footpaths and on vacant land in Souter Street (encroachment between plot 15, East Agripada and Case 67). (Reference C. R. 185, dated 16th September 1926.)
415, dated 13th July 1927.	Establishment—Notice of motion by Mr. Hoosenally M. Rahimtoola—  That the Chief Officer be requested to prepare a list showing the names of officers and servants of the Trust on the lines of the Bombay Municipal list.
430, dated 20th „ „	Budget—Notice of motion by Mr. Hoosenally M. Rahimtoola—  That the Chief Officer be requested to report at an early date through the Finance and Establishment Sub-Committee whether it would not be advisable to adopt the form of Municipal budget for the Trust budget to be prepared for the next year and if so to submit a draft form for the approval of the Committee.
451, dated 2nd August 1927.	Three-room tenements—Scheme 5—application from tenants for provision of lights in staircases, passages and rooms.
483, dated 29th „ „	Public gardens and playgrounds—Board's Resolution No. 74, dated 12th August 1927, <i>re</i> : letter, dated 3rd May 1927, from the President of the 5th session of the Parel Conference drawing special attention to their resolution 7 regarding provision of.
486, „ „	Curtailement of the programme of works. Board's Resolution No. 78, dated 12th August 1927, on notice of motion by Mr. P. G. Sahasrabudhe and 5 others asking for report how far the expenditure could be curtailed on the remaining items referred to in the resolution, <i>viz.</i> , Sion-Matunga, Worli, Sewri-Wadala and Sewri-Koliwada.
503, „ „	Notice of motion by Mr. Hoosenally M. Rahimtoola, B.A., <i>re</i> : Worli Road.
504, „ „	Notice of motion by Mr. Hoosenally M. Rahimtoola, B.A., <i>re</i> : the differences between the methods of asphaltting roads by the Trust and the Municipality and the advisability of adopting the same method and standard by both the bodies.
542, dated 20th Sept. 1927.	Notice of motion by Dr. A. G. Viegas, L.M. & S., <i>re</i> : percentage of the cost of Management and Establishment on all works and also regarding the increase in the percentage of the cost of the Engineering Establishment to cost of works since 1923-24.

Committee's Resolution No. and date.	Subject.
564, dated 27th Sept. 1927.	Notice of motion by Mr. L. R. Tairsee asking for report, <i>re</i> : action to be taken with regard to write-off of irrecoverable arrears of revenue and pending disposal of this question, the grant of gratuity to Land Manager be postponed.
580, dated 4th Oct. 1927.	To report about the desirability of planting trees and laying out a garden on a strip of Trust Land in Churchgate Street near the Gokhale and Montagu Statues.
603, dated 18th Oct. 1927.	Notice of motion by Dr. A. G. Viegas, <i>re</i> : Scheme 56, Dharavi—whether any portion of the land was filled in at the request of Government and if so, on what terms and conditions.
653, dated 22nd Nov. 1927.	Complaint regarding water-supply to 3rd floor of Block I, Scheme 62, Love Lane Chawls.
661,       "       "	Notice of motion by Mr. Hoosenally M. Rahimtoola, B.A., <i>re</i> : advertisement of Trust plots.

**Statement B.**

Showing outstanding references pending before Sub-Committees.  
( Vide Committee's Resolution No. 197, dated 5th April 1927. )

Committee's Resolution No. and date.	Subject.	Referred to.
89, dated 13th July 1926.	Adoption of the Municipal rules and regulations as regards pay, leave, gratuity and provident fund to the Improvement Trust staff.	Finance and Establishment Sub-Committee.
259, dated 2nd Nov. 1926.	Amalgamation of the Trust with Corporation.	Do.
86, dated 8th Feb. 1927.	Regarding payment of salary to the clerical and inferior staff according to the scale in vogue in the Municipal Corporation.	Do.
173, dated 29th Mar. 1927.	Stores in Stock Account—Regularising of short postings made by the Engineering staff on the works.	Do.
216, dated 12th April 1927.	Cost of Management and Establishment— Note by the Examiner, Outside Audit.	Do.
	Notices of motion by Dr. Viegas:—  That the Board are of opinion that the following points should be borne in mind in effecting retrenchment:—	
234, dated 19th April 1927.	(1) That the Engineer's Office should be transferred from Matunga to the Head Office.	Do.
236, dated " " "	(2) That the Drawing Sections under the Engineer and the Amalgamated Departments of Land Manager and Estate Agent should be amalgamated.	Do.
151, dated 19th Aug. 1926.	Notice of motion by Mr. Rajaram K. Vaidya regarding the abandonment of the Worli-Koliwada Scheme.	Land Sub-Committee.
156, dated " " "	Notice of motion by Dr. E. Moses regarding improvement of Kamatipura District.	Do.
153, dated " " "	Notice of motion by Mr. B. B. Palwanker regarding the construction of two or three room tenements or cottage system blocks for the use of lower-middle classes.	Works Sub-Committee.
105, dated 20th July 1926. 155, dated 19th Aug. 1926. 158, dated " " "	} Notices of motion by Messrs. Dumasia, Meyer Nissim and Hoosenally M. Rahimtoola, regarding Dharavi Scheme.	Special Sub-Committee, appointed under C.R.105/26.
265, dated 2nd Nov. 1926.	Notice of motion by Dr. S. S. Batliwala that, in view of the petition from the residents of Dadar Parsee Colony, the layout of the circle at the junction of Kingsway and the road leading to the Dadar Overbridge should not be proceeded with.	Special Sub-Committee appointed under C. R. 265/26.

Committee's Resolution No. and date.	Subject.	Referred to.
252, dated 4th May 1927.	Establishment—Bringing the post of Chief Officer on to the Schedule of Establishment.	Finance and Establishment Sub-Committee.
257, dated „ „ „	Dharavi Scheme—Letter from the President of the Dharavi Kolis' meeting complaining against the budget provision in 1927-28 for the acquisition of properties in.	Special Sub-Committee appointed under Committees' Resolution No. 105, dated 20th July 1926.
258, dated „ „ „	Worli Koliwada Scheme—Letter from Pedro Pawshaw Patil and other Patils of Worli Koliwada complaining against the provision made in the Trust budget estimate for 1927-28 for the acquisition of properties in.	Land Sub-Committee.
259, dated „ „ „	Provident Fund Rules—Notice of motion by Mr. Hoosenally M. Rahimtoola regarding the rate at which Provident Fund moneys should be remitted to England.	Finance and Establishment Sub-Committee.
295, dated „ „ „	Establishment—Engineer's Department—Proposal for reducing the staff due to curtailment of Trust programme of works.	Do.
326, dated 31st May 1927.	Sewri Quarry—Profit and Loss account on the working of the quarry for the year 1925-26.	Works Sub-Committee.
379, dated „ „ „	Notice of motion, dated 14th June 1927, by Mr. L. R. Fairsee that the present "War Allowances"—a term now a misnomer—paid to Trust staff be merged in the salaries.	Finance and Establishment Sub-Committee.
391, dated 5th July 1927.	Love Lane Chawls—the question of lighting passages and other places in.	Land Sub-Committee.
399, dated 7th „	Septic tanks and filter beds at Dadar-Matunga—further report.	Works Sub-Committee.
402, dated „ „	Write off of irrecoverable rents—Audit objection by Examiner, Outside Audit.	Finance & Establishment Sub-Committee.
480, dated 23rd Aug. „	Audit to be carried out by the Government Auditors—extent of.	Do.
484, „ „	Board's Resolution No. 75, dated 12th August 1927, <i>re</i> : notice of motion, dated 12th May 1927, by Messrs. P. G. Sahasrabudhe and others, <i>re</i> : Hindu Maruti temple at Byculla.	Land Sub-Committee.
485, „ „	Do. No. 76, dated 12th August 1927, <i>Do. re</i> : temple of 'Mari Ai'.	Do.
498, dated 30th Aug. 1927.	Financial Transactions in July 1927 ...	Finance and Establishment Sub-Committee.
499, „ „	Pension—treatment of temporary service of the Establishment under the Land Acquisition Officer.	Do.

Committee's Resolution No. and date.	Subject.	Referred to.
517, dated 6th Sept. 1927.	Notice of motion, dated 1st September 1927, by Dr. A. G. Viegas, L.M. & S., <i>re</i> : filling of the post of Deputy Estate Agent.	Do.
518, " "	Notice of motion by Mr. Hoosenally M. Rahimtoola, B. A., <i>re</i> : Quorum.	Do.
539, dated 20th Sept. 1927.	Establishment—Engineer's Department—grant of bonus to Mr. D. N. Desai, clerk.	Do.
571, dated 4th Oct. "	Letter No. O. A. 10-337, dated 12th September 1927, from the Accountant General, Bombay, <i>re</i> : write off of rents and Chief Officer's report thereon, dated 28th September 1927.	Do.
572, " "	Letter No. O. A. 10-347, dated 19th September 1927, from the Accountant General, Bombay, <i>re</i> : Gratuity Rules and Chief Officer's note thereon, dated 26th September 1927.	Do.
575, " "	Suparibaug Chawls—complaint by Mr. A. G. Louzado, <i>re</i> : defective drainage and application for provision of electric lights—further report from Land Sub-Committee to be awaited.	Land Sub-Committee.
601, dated 18th Oct. "	Letter No. O. A. 10-401, dated 14th October 1927, from the Examiner, Outside Audit, regarding rate of interest on balances of Provident Fund. To go to Finance and Establishment Sub-Committee after Chief Officer's report thereon.	Finance and Establishment Sub-Committee.
609, dated 8th Nov. 1927.	Scheme 37, Sydenham Road Estate—Cases Nos. 165, 180, 185, 186—arrears of rent.	Land Sub-Committee.
628, " "	Letter No. O. A. 10-431, dated 2nd November 1927, from the Examiner, Outside Audit <i>re</i> . Temporary Establishment.	Finance and Establishment Sub-Committee.
638, dated 22nd Nov. 1927.	Exchange of land with the Acworth Leper Asylum—question of settlement of price.	Special Sub-Committee.
645, " "	Scheme 56, Dharavi (Southern portion)—Development of a portion of—as sites for milch cattle stables—question of length of lease etc.	Land Sub-Committee.
658, " "	Payment of Provident Fund to Mr. M. S. Bharucha, Land Manager and Mr. H. P. Matbar, Assistant Land Manager.	Finance and Establishment Sub-Committee.
659, " "	Transfer of the posts of Chargeman and Head Fitter on the Engineer's Establishment to the Schedule.	Do.

Resolution 685.—Recorded.

24. Re: Mahalaxmi Street Scheme—Share of Government towards—Government sanction.

Considered Government Resolution, General Department No. 4440, dated 4th November 1927 :—

“Government memorandum to the Chief Officer, Bombay Improvement Trust, 4440-13798-A., dated the 9th April 1927 :—

‘The undersigned presents compliments to the Chief Officer, Bombay Improvement Trust, and with reference to the correspondence ending with the Trust Secretary and Chief Accountant’s letter No. Mis. 719-26, dated the 2nd October 1926, is directed to say that a provision of Rs. 66,500 representing the payment of Government share of the cost of the roads in respect of the Trust’s scheme referred to above has been made in the current year’s budget and to request that he will be so good as to inform Government of the progress made with this scheme and when it is likely that the amount to be paid by Government to the Trust will fall due.’

Letter from the Chief Officer, Bombay Improvement Trust, No. Mis. 719/26, dated the 4th October 1927 :—

‘With reference to your memorandum herein No. 4440-13798-A., dated the 9th April 1927, I have the honour to state that the roadway of the 40 feet road on the south of the New Bodyguard Lines has been completed and handed over to the Municipality.

The 100 feet road on the West has been constructed to half its width only, and surfacing has not yet been completed.

The footpaths on both roads have not as yet been paved.

(2) It is unlikely that further work will be done to these roads within the next 2 or 3 years, or until such time as the Municipality decide on the continuation of this 100 feet road through Tardeo.

(3) The amount payable by Government on account of their share of the work done to date amounts to Rs. 53,300, as shown in detail in the accompanying statement,\* and it is requested that this amount, which is due to the Trust, may now be paid by the Government.

(4) As stated above, the sum of Rs. 53,300 is on account only, and a further amount will become payable when the construction of these roads has been completed, which will not occur in the current year.”

RESOLUTION.—Government are pleased to sanction the payment of Rs. 53,300 to the Bombay Improvement Trust on account of their share towards the Mahalaxmi Street Scheme. The charge should be met from the provision of Rs. 66,500 under item 53 of the current year’s budget of ‘41 Civil Works Provincial’.”

**Resolution 686.**—Government Resolution, General Department No. 4440, dated 4th November 1927, is recorded.

25. Re: Notice of motion, dated 1st December 1927 by Sir Vasant Rao Anandrao Dabholkar, Kt., C. B. E.  
( File No. Mis. 956/27. )

In accordance with the notice of motion, it was—

Proposed by Sir Vasant Rao—

“That the Chief Officer be requested to report the scale of brokerage paid in respect of the disposal of land and the amount so paid during the last two years.

2. The Committee are of opinion that in future the services of brokers should not be requisitioned for disposal of land in view of the fact that we have got an Estates and Valuation Department.”

The motion was seconded by Mr. Tairsee.

*Amendment*—Proposed by Mr. Horniman, seconded by Mr. Thomas—

“That the subject matter of the proposition be referred to the Land Sub-Committee for consideration and report.”

The *amendment* on being put to the vote was declared *lost* by 4 to 5.

The *original motion* was then put to the vote and *carried*.

**Resolution 687.**—Carried.

26. Re: Notice of motion, dated 30th November 1927, by Sir Vasant Rao Anandrao Dabholkar, Kt., C. B. E.

In accordance with the notice of motion, it was—

Proposed by Sir Vasant Rao—

“That the Secretary be requested to report whether it is a fact that a member of the Improvements Committee had done certain changes in the original minutes of the meeting of the Committee held on the 22nd November 1927, after the same were signed by the member who presided at the meeting of the Committee.

If the report be in the affirmative the Committee resolves that no additions or omissions be made by any member in the original minutes of a meeting of the Committee.”

The motion was seconded by Mr. Tairsee.

Mr. Horniman enquired who the member referred to in the proposition was.

Sir Vasant Rao said it was Dr. Viegas. Whereupon Dr. Viegas in a lengthy explanation stated that he himself did not make changes in the minutes but by sending some suggestions to the Secretary requested him to do so if he thought proper. It was optional to the Secretary to do so or not and the statement that Dr. Viegas made changes in the minutes was not correct.

After a considerable discussion in which several members took part Sir Vasant Rao asked for and obtained permission of the Committee to withdraw his motion.

27. Re: Notice of motion, dated 1st December 1927, by Dr. A. G. Viegas, L.M. & S.

In accordance with the notice of motion, it was—

Proposed by Dr. Viegas—

“That the Chief Officer be requested to state (the answers being entered in the minutes) or to report what staff works on the Secretary's side and what staff on the Chief Accountant's side of the Secretary and Chief Accountant's Office.”

The motion was seconded by Mr. Silam, and *carried*.

**Resolution 688.**—Carried.



28. Re : Notice of motion, dated 2nd December 1927, by Dr. A. G. Viegas, L. M. & S.

In accordance with the notice of motion, it was—

Proposed by Dr. Viegas—

“That the Chief Officer be requested to report as to whether—

- (a) Annual increments in the Engineer's office are influenced by any the least favour being shown to employees apart from merit,
- (b) the increments are generally given to those who are more directly related to persons who are directly dealing with this question with the Engineer,
- (c) increments recommended by immediate superiors are withheld from interested misrepresentations.”

The motion was seconded by Mr. Silam and on being put to the vote was declared *lost*.

29. The following documents were executed :—

(1) *Debentures*—

Name of Holder.	Year of Loan.	Amount.	New.	Old.
		Rs.		
The P. & O. Banking Corporation Limited.	1903	10,000	1	10
The Industrial & Prudential } Assurance Company, Limited }	1906	40,000	3	3
	1908	25,000	1	1
Caroline Burrows & Marie Remy or either of them	1907	2,000	2	2
	Total Rs. ...	77,000	7	16

(2) *Lease & Counterpart to*—

- (i) Mr. Dossabhoy Hormusji Contractor *re* : Plot No. 658, Dadar-Matunga Estate.
- (ii) Mr. Ramchandra Bapuji Dhuru *re*: Plot No. 745, Dadar-Matunga Estate.

(3) *Agreement* by Mr. Ramaji Ladha for building lease of Plot No. 292, Dadar-Matunga Estate.

(4) *Acceptance of application by—*

- (i) Mr. Kashiram Herkison Das Jeriwalla for building lease of Plot No. 342, Dadar-Matunga Estate.
- (ii) Mr. Megha Shankar for building lease of Plots Nos. 756 & 763, Dadar-Matunga Estate.

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30. The following papers were laid on the table :—

- 1. Purchase orders sanctioned by the Chief Officer under Section 22(1) of the Act.
  - 2. Works orders                      do.                      do.                      do.
  - 3. Sale of materials                      do.                      do.                      do.
  - 4. Tenancy agreements                      do.                      do.                      do.
  - 5. Charge receipts of roads etc. handed over to the Municipality.
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# Bombay Improvement Trust.

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ESPLANADE ROAD,

*Bombay, 20th December 1927.*

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 3-30 P. M. (B. T.) there were—

PRESENT :

1. DR. K. E. DADACHANJI, L.M. & S., *Chairman.*
2. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E.
3. DR. ACCACIO G. VIEGAS, L.M. & S.
4. MR. L. R. TAIRSEE.
5. MR. B. G. HORNIMAN.
6. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
7. MR. R. D. BELL, C I.E., I.C.S.
8. MR. GANPAT KRISHNAJI BORADE.

MR. J. T. BURGE, F.S.I., ESTATE AGENT, IN THE ABSENCE OF THE CHIEF OFFICER, AND THE SECRETARY WERE ALSO PRESENT.

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Before the minutes of the meeting held on 6th December 1927 were signed, Dr. Viegas observed that the points and points of order raised by him at the meeting held on 22nd November 1927 had not been mentioned in the proceeding relating to the signature of the minutes of the meeting held on 22nd November 1927. Further, with reference to item No. 26, Dr. Viegas observed that it was not stated therein that he did not ask the Secretary to send him the minutes.

The Chairman ruled that the minutes were substantially correct and signed them.

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The following item was considered as urgent business with permission :—

1. Re : Christmas Holidays—closing of works on the 25th and 26th December 1927 and payment to coolies half wages for the 26th.

( File No. Mis. 996/27. )

Considered Chief Accountant's note, dated 20th December 1927 :—

"The Engineer proposes to close all works on the 25th and 26th December, and to pay the coolies half wages for the 26th, as the 25th is a Sunday.

It has been the custom to do this for some years past and the Committee's sanction is requested to the proposal."

**Resolution 689.**—The sanction asked for is granted.

2. Re : Complaint from residents of bungalows situated at the New Marine Lines re. temporary occupation of the Marine Lines Maidan by troops on the occasion of the visit of His Majesty the Amir of Afghanistan.

( File No. Mis. 907/27. C. R. 635, dated 22-11-27. )

Considered the following :—

- (a) Letter, dated the 7th December 1927, from Messrs. Merwanji Kola & Co., Solicitors :—

"We are instructed to forward you herewith a representation\* by the residents of the various bungalows situate at New Marine Lines, protesting against the construction of privies and latrines on the Maidan in the vicinity of our clients' premises.

We have to request the favour of a reply to us on behalf of our clients."

\*Representation by the residents of the various bungalows situate at New Marine Lines referred to above :—

"We, the undersigned, on behalf of ourselves and others the residents of the bungalows situate at New Marine Lines beg to protest against the construction of privies and latrines on the maidan in the vicinity of our premises.

We are informed that it is proposed to construct in the maidan to our rear several blocks of privies and latrines for the use of about 1,500 troops which will be quartered at the north end of the maidan. It appears from the structures of cudgeon and bamboo being set up that they will in their very nature be thoroughly insanitary and exposed to view from the upper floors of our bungalows. It is both impracticable that these structures can be sanitary or be maintained upon a basis which will not be insanitary. Whilst all possible preventive and sanitary measures are being adopted by us to keep our premises and their surroundings clean and at a constantly recurring expenditure to us, it is surprising to find that the heads of the several departments responsible for the sanitation of this city should co-operate to create those very conditions in our vicinity so injurious to the health and well-being of ourselves and other residents of the locality.

We submit that the erection of these temporary structures for quartering such a large body of men cannot but create insanitary conditions thoroughly subversive of the well-known principles of hygiene and public health and that those responsible for allowing the use of the maidan did know or could and ought to have known that a nuisance was bound to come into existence on such use.

During the period of the last war, a row of privies and latrines had been erected on the side furthest away from our premises. It is, therefore, not understood at whose instance the present plan was devised of placing latrines and privies in the immediate vicinity of our premises so as to be a source of undoubted nuisance, annoyance and danger to us and other occupants of our premises.

We beg also to protest against quartering such a large body of men in the thick of a populated area and having in its vicinity a model residential quarter of the type laid out by the Improvement Trust with the avowed object of maintaining it as an expensive locality fit for residences of people living in a refined, clean and healthy style.

There are several quarters, e.g., in the northern parts of Bombay and the oval maidan where such an arrangement would not in the least affect any residential locality.

Lastly, we beg to point out that failing compliance with our request, we shall be reluctantly compelled to take immediate steps to enforce our undoubted rights against the use of the maidan in the immediate vicinity of our premises for an essentially insanitary purpose, viz. erection of temporary privies and latrines on the basket system."

(b) Chief Officer's letter, dated 12th December 1927, to Messrs. Merwanji, Kola & Co. :—

"I have the honour to acknowledge receipt of your letter, dated the 7th instant, forwarding a representation by the residents of some of the buildings situate on this estate and to inform you that it will be laid before the Committee at their next meeting. In the meantime, copies of the representation have been sent to the Commanding Royal Engineer and to the Health Officer.

I have inspected the latrines and find that they are properly screened from view and are not likely to cause any nuisance."

**Resolution 690.**—Messrs. Merwanji Kola & Co. should be informed in continuation of the Chief Officer's letter, dated 12th December 1927, that in the opinion of the Committee all necessary precautions have been taken to prevent any nuisance arising.

3. Re : Princess Street Estate—Complaint from the tenants of the Board's Chandanwadi Chawls regarding the location of a toddy shop in the building opposite the Chawls.

(File No. Mis. 945/27.)

Considered the following :—

(a) Tenants' application, dated 28th November 1927 :—

"We, the undersigned, your humble petitioners most respectfully beg to approach you with the following prayer with confidence that it will meet with your earnest attention.

We are the tenants of the Bombay Improvement Trust chawl at Chandanwadi, Ropa Lane.

The tenants of this chawl are composed of persons belonging to different castes and creeds. They are Hindus, Kharwas, Mahomedans and Christians. They are residing therein with their families.

That the other surrounding area is inhabited by Hindus, Parsis, Mahomedans and Christians.

That your petitioners have learnt to their great regret that a notice has been put up in the Ropa Lane in reference to the premises opposite to their chawl on the ground floor of which it is intended to open and license a toddy shop.

That the house in which this horror is going to be allowed belongs to one Bappooji Dorabji Daruwalla, a man who has excise licenses of a number of shops in Bombay, and the person who desires and has applied for the permission is one Mr. Byramji J. Irani, holder of the excise license No. 100.

That what has amazed your petitioners is that the Excise Collector should have put up the notice for the opening of a toddy shop on this site, when on two previous occasions, the last of them being in August 1920, he had refused his permission to open such a shop thereat, and secondly, when there are already two shops within a distance of 200 yards, one of them being a country liquor shop and the other, toddy shop.

That as it is, these existing two shops in this quarter are more than enough for some habitues of the locality.

That we desire to impress upon you that we do not want an additional nuisance and a hotbed of unseemly and obscene language and scenes right in front of our chawl, and a shop like this will prove a source of great nuisance and danger to us, our wives and daughters, and we very strongly object to its being located thereat.

That it is to be deeply regretted that when on the one hand the Government and the authorities try to console the people that the sale of liquor or toddy will be gradually done away with, the Collector should at all think of granting permission to open a toddy shop in a place within 200 yards of other liquor and toddy shop, and especially when he had refused such permission on two previous occasions in respect of the same site, and also opposite to a chawl inhabited by hundreds of males, females and children.

That under the circumstances, we pray that you gentlemen will be good enough to very strongly protest against the establishment of this horror right in front of us, and leave no stone unturned to prevent it being allowed thereat.

Trusting that you will do all that is needful in the matter and thanking very deeply in anticipation of your noble efforts in the cause herein."

(b) Chief Officer's note, dated 15th December 1927 :—

"On receipt of the petition, I forwarded it to the Chairman with a note to the effect that as the matter was an urgent one I proposed to ask the Collector not to grant the license. This has been done, but it will be as well for the Committee to pass a resolution requesting the Collector not to grant the license."

Proposed by the Chairman—

"That the action taken by the Chief Officer be confirmed.

2. That the Collector be requested not to grant the license.

3. That the petitioners be informed that the Collector has been requested not to grant the license for the toddy shop."

*Amendment*—Proposed by Sir Vasantrao, seconded by Sir Phiroze—

"That the application be recorded."

The amendment on being put to the vote was declared *lost* by 3 to 4.

The *original proposition* on being put to the vote was declared *carried*.

**Resolution 691.**—The action taken by the Chief Officer is confirmed.

2. The Collector should be requested not to grant the license.

3. The petitioners should be informed that the Collector has been requested not to grant the license for the toddy shop.

4. Re : East Agripada South Estate—plot 74—request for temporary lease of only 1,000 sq. yards instead of 2,000 sq. yds. as formerly sanctioned.

(File No. Mis. 859/27. Ref. C. R. 631/27.)

Considered the following :—

- (a) Estate Agent's No. 18186, dated 10th December 1927 :—

“With reference to Improvements Committee's Resolution No. 631, dated the 8th November 1927, I have the honour to forward herewith for your information a copy of letter,\* dated the 25th November 1927, received from Messrs. Rajanbhai Meherally & Son, in respect of the temporary occupation on the above plot. The tenants have been allowed to occupy 1,000 sq. yards only.”

\*Letter, dated the 25th November 1927, received from Messrs. Rajanbhai Meherally & Son:—

“Referring to your letter No. 17050, dated the 24th instant, a copy of which I have received from my architects, Messrs. Bhedwar and Bhedwar, and my interview with you, I beg to state that as the partner, with whom I had arranged to lease this area, has now severed his connection with me, I can only take up one thousand square yards, and not two thousand as originally asked for by me. I have, therefore, to request you to please arrange to let out to me only one thousand square yards out of the above area.”

- (b) Chief Officer's note, dated 13th December 1927 :—

“In the circumstances, I see no objection to letting the reduced area.”

**Resolution 692.**—In modification of Committee Resolution No. 631, dated 8th November 1927, the tenants should be allowed to occupy 1000 sq. yards only instead of 2000 sq. yards.

5. Re: Dadar-Matunga Estate—Plot No. 762—request for payment of premium and for interest on compensation amount and adjustment of deposits towards payment of premium.

(File No. Mis. 468/27.)

Considered Estate Agent's No. 17799, dated 5th December 1927 :—

“I have the honour to state that the Improvements Committee by their Resolution No. 240, dated 4th May 1927, accepted an application for the above plot from Mr. Rustomji Jamasji Mistry at a rent calculated at 6% on Rs. 10-8 per sq. yard per annum, and by their further Resolution No. 533, dated 20th September 1927, sanctioned the payment of Rs. 5,500 to the building tenant as compensation on account of the special foundations provided by him for the building therein necessitated by the existence of an old filled-in tank on the plot.

2. Possession of the plot was given on 11th May 1927. The agreement to lease has been sent to the building tenant for execution and the same has not yet been returned.

3. A letter bearing No. 1182, dated 23rd November 1927 (printed below), has since been received from the building tenant's architect, Mr. Hormasji Ardeshir, stating that his client desires to pay a premium at Rs. 9-8 per sq. yard and to take the lease at a nominal rent of Re. 1 per annum. In reply to this, he was informed that the matter would be placed before the Improvements Committee for consideration on his client agreeing to pay besides

the premium at Rs. 9-8 for the whole plot amounting to Rs. 10,554-8, an additional amount of premium as shown below :—

	Rs.
(a) Premium for encroachment on account of the bay windows' ...	72
(b) Premium for the 1st motor garage (standard size) ...	400
(c) Premium for the 2nd motor garage (standard size) ...	800
(d) Interest at 6% on the value of the plot from the date of possession to the date of the payment of the premium.	

The encroachments on account of the bay windows and the motor garages have been sanctioned under Committee's Resolution No. 331, dated 31st May 1927.

4. Mr. Hormasji Ardeshir has in reply sent a letter bearing No. 1215, dated the 29th ultimo.

5. As has been pointed out in the Acting Estate Agent's report No. E. A./12574, dated 7th September 1927, printed in the preamble to the Committee's Resolution No. 533 aforesaid, the Trust Engineer has estimated the extra cost of putting the special foundations only on the site of the tank at Rs. 4,708 and the amount of Rs. 5,500 on account of the compensation was sanctioned by the Committee only as a compromise. This amount has not yet been paid to the building tenant and he claims interest thereon at 6% from the date of possession *viz.*, 11th May 1927.

It cannot be said that the tenant has spent this amount on 11th May 1927, from which date he claims interest. The compensation amount has been given only as a favour and an encouragement to the building tenant and it is, therefore, considered that he is not entitled to any interest thereon.

6. The building tenant has at the time of entering into the agreement deposited with the Trust, securities of the face value of Rs. 1,600 and this deposit is held as security for the due compliance by the tenant with all his obligations under the agreement and therefore the same and the cash deposit of Rs. 500 for legal costs cannot be adjusted against the premium.

7. The building tenant's request to be allowed to pay the premium at Rs. 9-8 is not unreasonable as by paying the premium he does not get the advantage of the usual rent free period and a reduction of 25% in the rent for the next four years and his offer is worthy of consideration.

8. It is, therefore, suggested that the building tenant may be informed that he will be allowed to pay premium at the rate of Rs. 9-8 per sq. yard on the conditions set out in para 3 above and that the Committee do not see their way to pay him any interest on the compensation amount, and to adjust the deposits towards payment of the premium."

*Letter from Mr. Hormasji Ardeshir, dated 23rd November 1927, referred to in para 3 above:*

"With reference to the above, I have the honour to inform you that Mr. R. J. Mistri is willing to take the plot from the Improvement Trust on an outright sale at Rs. 9-8 per sq. yard (*i.e.* at a reduction of Re. 1 on Rs. 10-8, the value at which the rent is calculated), as was suggested during his interview with you (Mr. Burge) when negotiations were first being carried on in respect of the plot.

A sum of Rs. 5,500 as already sanctioned by the Improvements Committee is due by the Trust to Mr. Mistri, and besides that, the Trustees have with them other monies as deposits etc., placed by him. These amounts may, therefore, be adjusted against the purchase price, and on your informing me of the balance due to the Trust, Mr. Mistri will be advised to pay the same in respect of the purchase."

*Letter from Mr. Hormasji Ardeshir, dated the 29th November 1927, referred to in para 4 above :—*

"I have the honour to acknowledge with thanks the receipt of your above quoted letter, stating the terms under which you will recommend to your Improvements Committee the outright sale of the plot to my client. In this connection, I beg to point out that your



Improvements Committee has already sanctioned the sum of Rs. 5,500 as compensation to be paid to my client for the extra cost of foundations, and I have to request you to advise the Committee to sanction the sale subject to this amount of Rs. 5,500 with interest of 5% from the date on which the plot was given possession of and also subject to the other amounts placed with the Trust by way of deposits etc. being adjusted against the amounts referred to in your letter under reply. My client will be glad by your placing the matter before the Improvements Committee subject to the above conditions."

**Resolution 693.**—The building tenant should be informed as suggested in para 8 of the Estate Agent's No. 17799, dated 5th December 1927.

6. Re : Dadar-Matunga North Estate—plots 57, 58, and 65 to 79 (plots originally agreed to be leased to the Bombay Hindu Co-operative Housing Society Ltd.)—request not to increase rent.

( File No. Mis. 380/24. Ref. C. R. No. 306/26. )

Considered the following :—

(a) Estate Agent's No. 18009, dated 8th December 1927 :—

"I have the honour to state that 73 plots on this Estate including the above plots were agreed to be leased to the Bombay Hindu Co-operative Housing Society, Ltd., who were in turn allowed to sub-let them to its daughter Societies and to individual building tenants for the erection of the buildings.

2. The former Trustees by their Resolution No. 508, dated the 22nd December 1925, allowed the Bombay Hindu Co-operative Housing Society to surrender 48 plots for which it had not found tenants, and it was further resolved, *inter alia*, that a separate agreement should be entered into with the Gaud Saraswat Brahmin Co-operative Housing Society, Ltd. in respect of the above plots, Nos. 57, 58 and 65 to 79 on the same general terms and conditions as were agreed upon with the parent Society, the ultimate annual ground rent for which being fixed at Rs. 3,300 as against Rs. 2,752 charged to the parent Society. The reason for this proposed increase in rent was that the Gaud Saraswat Society had agreed to pay a rent of Rs. 3,298-8-0 to the Bombay Hindu Society.

3. These terms were duly conveyed to the Bombay Hindu Society, and the parent Society was asked to obtain a letter from the daughter Society that the latter was willing to take up an agreement direct from the Board at a rent of Rs. 3,300 per annum.

4. Neither Society has so far agreed to the increased rent, and both Societies appealed to the Improvements Committee to allow the rent of these plots to remain at the old figure of Rs. 2,752 per annum. The Committee, however, by their Resolution No. 306, dated the 14th December 1926, confirmed the decision of the former Trustees to fix the rent of Rs. 3,300, as the above 17 plots were the best of the 73 plots which had been let to the parent Society at an all-over rate of Rs. 6 per sq. yard. The result of the increase was to raise the rate of the land from Rs. 6 per sq. yard to Rs. 7'2 per sq. yard and the Committee did not consider the increase excessive in the circumstances.

5. Both the Societies were thereupon informed of the Committee's decision, but they refused to pay the increased rent. The parent Society cannot of course be made to pay the increased rent, as they still hold the plots under the original terms of settlement, and they have not as yet surrendered them to the Trust. The Gaud Saraswat Brahmin Co-operative Housing Society again recently brought to the Committee's notice that when it agreed to pay the parent Society an increased rent of Rs. 3,298-8-0, it was promised that all 73 plots would be let to Hindu tenants, and moreover plots Nos. 17 and 31 were shown by the parent Society as being rent free, and that they would be utilised for the benefits of the daughter Societies.

and other sub-tenants for purposes such as a school, common hall, library, etc. As these plots have now been given back to the Trust, no undertaking can be given that they will be let to Hindu tenants only and plots 17 and 31 will certainly not be given free for the erection of a school, library, etc.

6. As neither of the Societies is willing to pay the increased rent, the matter was referred to the Trust Solicitors, who state that as the parent Society still holds the plots from the Trust for which it pays the original rent, the same cannot be increased unless the parent Society surrenders them to the Trust and the Gaud Saraswat Society agrees to take them up at the increased rent. The Trust Solicitors further advise that the parent Society can nominate the daughter Society as its lessees when the buildings have been completed at the original rent, and that therefore the matter is not free from doubt, as the Gaud Saraswat Society has not accepted the Board's terms.

7. It, therefore, appears to the undersigned that as it has always been the purpose of the Trust to encourage Building Societies specially on these outlying estates and not to antagonise them in any way, it would be well to accede to both the Societies' request to allow the rent of the above 17 plots to remain at the old figure of Rs. 2,752 per annum, in which case, the Gaud Saraswat Society would be prepared to take them up direct from the Trust."

(b) Chief Officer's note, dated 8th December 1927 :—

"Discussed with the Estate Agent. I am afraid we must agree to accept the old rent of Rs. 2,752 per annum."

**Resolution 694.**—The recommendation made by the Chief Officer is approved.

7. Re : Parel Chawl Road—plots B, D and E—request for reduction of rent.  
( File No. Misc. 946/27. )

Considered the following :—

(a) Estate Agent's No. 17842, dated 6th December 1927 :—

\* \* \* \* \*

2. The applicant is the present tenant of the Board's plots on Parel Chawl Road shown on the accompanying Plan\* No. 186 of 26th November 1927, by red verge lines and marked thereon by letters B, D (Cases Nos. 98-99) and E (Case No. 97). They were put up to auction in 1924-25, for temporary occupation for 3 years and were let to one Mr. D. R. Contractor. The particulars of areas, rents and periods of leases of the 3 plots are given in the following statement :—

Plot No.	Area in sq. yds.	Rent per month.	Rate per sq. yd. on 6% basis.	Period of Lease given originally.	Period of lease extended (as per Improvements Committee's Resolution No. 100 of 22nd February 1927.)
B	271	Rs. 160	118	17-3-25 to 16-3-1928	17-3-28 to 16-3-1931
D	275	245	178	10-1-25 to 9-1-1928	10-1-28 to 9-1-1931
E	160	300	375	29-8-24 to 28-8-1927	29-8-27 to 28-8-1930
Total	706	705			

3. Mr. Contractor having failed to pay up the rents, action was taken against him as sanctioned by the Improvements Committee in their Resolution No. 97 of 20th July 1926; in consequence whereof the Estate Agent was appointed Receiver of the 3 sheds erected on the demised lands by the defaulter Mr. Contractor. Thereafter the present applicant volunteered to pay off all the arrears of rent, costs of filing suits, and other expenses connected therewith, and to take over the tenancy, provided the Trust agreed to extend the periods of lease by a further term of 3 years. The arrangement was sanctioned by the Committee by their Resolution No. 100 of 22nd February 1927.

4. The rents paid for the 3 plots B, D and E, as detailed in the statement given above, bring out their values, on 6% table, to Rs. 118, Rs. 178 and Rs. 375 per sq. yd., respectively. The applicant requests that the rents paid by him for the 3 plots which aggregate Rs. 705 per mensem and work out to an all-over rate of Rs. 200 per sq. yd., may be reduced so that they may capitalize to a uniform all-over rate of Rs. 100 per sq. yd. for all the said 3 plots. For his plea for reduction in rents, the applicant relies on 2 instances of temporary leasing in which the Trust have recently allowed reductions.

5. The one is the instance of the land at the junction of Parel Chawl and Arthur Roads, shown on the plan by yellow boundary lines and marked thereon as plot No. 1. It was originally let at Rs. 1,000 per month but that rent was subsequently reduced by 50% to Rs. 500 per month by the Improvements Committee under their Resolution No. 346 of 31st May 1927. The rent so reduced represents a rate of Rs. 91 per sq. yd.

6. The other instance is of the land in the immediate vicinity of Plot No. 1 mentioned in the foregoing para. It abuts on Arthur Road and is shown on the plan also by yellow boundary lines and is marked thereon as Plot No. 2. Its original rent was Rs. 105 per mensem but it was reduced by 33% to Rs. 70 per month by the Committee's Resolution No. 351 of 15th June 1927. The reduced rent of Rs. 70 per month capitalized on 6% table represents a rate of Rs. 100 per sq. yd.

7. The applicant's lands which are rated at Rs. 118, 178 and 375 per sq. yd., as shown in the statement in para 2 above, are not so prominently situated as the land in Instance No. 1 and yet the value of the latter on the basis of its reduced rent works out to Rs. 91 per sq. yd. only. This shows that the applicant's plots are burdened with comparatively heavier rents, even though some allowance be made in point of superiority for their small areas, which all put together measure 706 sq. yds. against 1097 sq. yds. embraced by Instance No. 1.

8. The applicant's plot marked B carries a rental of Rs. 160 per month which represents a rate of Rs. 118 per sq. yd. It has been pointed out in para 11 of this office No. 17841 of the 6th instant, which deals with a similar application for concession in rents in this locality, that a rate of about Rs. 120 per sq. yd. is a fair value of frontage land to a depth of about 30 ft. As the rents charged for Plot B work out to almost the same rate (Rs. 118), they must needs be taken as fair and should not therefore be disturbed.

9. Plot D is almost equal in area to Plot B, but has a much greater depth, being  $1\frac{1}{2}$  times as deep as plot B, and as such, cannot be reckoned as more valuable. But the rent of Rs. 245 assigned to this Plot D brings out its value to Rs. 178 per sq. yd. which seems excessive compared to the rate of Rs. 118 per sq. yd. of Plot B, let at a monthly rent of Rs. 160.

10. Plot E is a corner one, with an area of 160 sq. yds. and a depth of only 20 ft. In spite of these advantages, the rate of Rs. 375 per sq. yd. which its monthly rent of Rs. 300 works out to, seems to be too excessive and warrants a fairly substantial reduction.

11. Taking all the above facts and figures into consideration and having regard to the rents at which land in this neighbourhood has been let, it is evident that the rents charged to the applicant for plots D & E are very high and therefore his request for reduction in rents deserves favourable consideration even though he has got to pay the present rents for the said plots under agreements till the dates on which they terminate.

12. As the Improvements Committee has been pleased to subsequently decrease the rents of Plots 1 & 2 by 50% and 33% respectively, it seems fair and equitable that some concession should be allowed to the applicant also. It is, therefore, suggested that the rents of plots D and E be reduced to Rs. 160 and Rs. 240 per month respectively, which is fully justified by the lettings in this neighbourhood.

13. On the above footing, the rents for the 3 plots in question *viz.*, B, D & E will aggregate to Rs. 560 per month instead of Rs. 705 as hitherto paid by the applicant, which means a reduction of a little under 21%. The rents so reduced will bring out the all-over rate of the 3 plots to Rs. 158 per sq. yd. instead of Rs. 200 which the present rents paid by the applicant work out to.

14. If the proposed revision of rents be approved of by the Chief Officer, it is requested that the Committee's sanction thereto may be obtained."

(b) Chief Officer's note, dated 8th December 1927:—

"I agree with the Estate Agent's recommendation, *viz.* that the rent of plot D be reduced to Rs. 160 and that of E to Rs. 240 per month."

**Resolution 695.**—The proposal to reduce the rents of plots D and E to Rs. 160 and Rs. 240 per month respectively is approved.

8. Re: Scheme 47—plot A situated at the Junction of Parel Chawl Road and Kalachowki Road—request for reduction of rent.

(File No. Misc. 764/27.)

Considered the following:—

(a) Letter, dated 21st September 1927, from Mr. Anandji Ladha, tenant:—

"I beg to bring to your kind attention that I had made first application to the Estate Agent in the month of July 1927 for giving me reduction in rent to Rs. 125 per month from Rs. 255 per month which is very exorbitant for a plot of 333 square yards, from which I get to use only 200 sq. yards. Out of these, 133 square yards are not at all useful to me as the same land goes between the houses. But the same offer of Rs. 125 was refused by him. Afterwards I had many interviews with the Dy. Estate Agent Mr. Pavri who gave me to understand that if I make application to Rs. 166 per month he will consider the same. So I did another application to Rs. 150 as rent per month with great hesitation. This offer was also refused.

At present, I am very much in loss as many of the shop-keepers (*i.e.* my tenants) have absconded without paying me the rent due.

I bring to your notice that you have recently leased some plots at the junction of proposed 60 feet and 80 feet roads Suparibag Estate at the rate of Rs. 22 per month per 100 square yards. This plot is of 1064 square yards, the monthly rent comes to Rs. 234 and I have to give Rs. 255 for only 333 square yards.

Again you have recently reduced rent of plot No. 1 at the junction of Arthur Road and Parel Chawl Road from Rs. 1,000 to Rs. 500 per month which plot is of more than 1,000 square yards and this shed belongs to Hajibhoy Cassum and it has the frontages at both sides.

Secondly, you have reduced the rent of plot No. 2 which at Arthur Road belongs to Ibrahim Mahomed from Rs. 140 to Rs. 70 per month.

I, therefore, now request to kindly consider my case and have pity on me and arrange to reduce my rent to Rs. 150 which I have asked again to the Estate Agent in the month of September 1927, which was also rejected and if you will do this favour I am willing to have period extended to 3 years.

Hoping my request will be granted."

## (b) Estate Agent's No. 17841, dated 6th December 1927 :—

2. This is an application for reduction in rent, from one Mr. Anandji Latha who holds, under an agreement of 3 years' tenancy, commencing from 17th March 1925, a plot of the Board's land, delineated on the accompanying Plan\* No. 187 of 26th November 1927 by red verge lines and distinguished thereon by letters A B C D E F G, situated on Parel Chawl Road with return frontages on Kala Chowki Road and the newly constructed 40 feet road to the north of it. The plot admeasures 333 square yards, on which Mr. Anandji has erected a shed containing 15 shops.

3. Mr. Anandji in his application submits that he finds the rent of Rs. 255 per mensem, paid by him under the agreement, excessive, and prays that it may be reduced to Rs. 150 per month, at which rent he also desires to extend the term of occupancy to a further period of 3 years. In support of his application for reduction, he points to 3 instances of temporary lettings.

4. One instance is of the Board's land at the corner of Soparibag Road and the two proposed 60' and 80' roads, recently put up to auction for temporary occupation for 5 years. The highest rent offered for the plot and accepted by the Improvements Committee under their Resolution No. 546 of 27th September 1927, capitalized on 6 per cent. table, represents a rate of Rs. 44 per sq. yard. This instance, however, does not appear to lend support to Mr. Anandji's plea for reduction, because his plot is situated on Parel Chawl Road, which is a better street from business point of view than Soparibag Road, and is besides more valuable, being only one-third in area, of the land he relies on. Evidently, therefore, Mr. Anandji's plot is certainly more valuable in point of situation and size and does not admit of a fair comparison with the land on Soparibag Road.

5. Another instance is that of the Trust's land at the corner of Parel Chawl Road and Arthur Road, which is shown surrounded by yellow boundary lines on the plan and is marked thereon No. 1. The Improvements Committee by their Resolution No. 346 of 31st May 1927 reduced its former rent of Rs. 1,000 to Rs. 500 per month, which latter rent on 6 per cent. table works out to a rate of Rs. 91 per square yard, whereas the rent paid by Mr. Anandji gives to his plot a rate of Rs. 153 per square yard, even though it is far less prominently situated than the instance under reference. The only feature to be noted in favour of Anandji's plot is that it is in size a little less than a third of the area of the instance.

6. The third instance quoted by Mr. Anandji is that of the plot shown on the plan by yellow verge lines marked thereon No. 2. It measures only 140 square yards but is situated on Arthur Road which is not so important as Parel Chawl Road. The rent of this plot also was reduced by the Improvements Committee by their Resolution No. 351 of 16th June 1927, from Rs. 105 to 70 per month, which latter brings out the value of the land at Rs. 100 per square yard.

7. Mr. Anandji further makes a point of the awkward shape of his plot, which resembles very nearly letter T in shape, one arm of which is entirely back land, which, hemmed in as it is on all sides by buildings, does not lend itself to be profitably utilized and, as such, has a very poor rent-earning capacity. He, therefore, submits that the rent Rs. 255 per month which he pays, is practically for the front land A B E F G and that if the said rent be applied to that much area only, it gives to the land a rate of Rs. 230 per square yard which, he observes, is a very exorbitant rate.

8. There is some force in the reasons advanced by the applicant for granting him a concession in his rent. It cannot be denied that the front portion is, correctly speaking, the only rent-producing area, the rear part being merely more or less an unremunerative portion tacked on to it, and if the plot be viewed and valued in that way, the resulting rate of Rs. 230 per square yard is indeed very high, and seems exorbitant when compared with the rents and rates of all neighbouring lands except the land in Case No. 97 marked as Plot E on the plan, the rents whereof bring out its value to Rs. 375 per square yard. The tenant of Case No. 97, it may here be noted, has also made a representation for reduction in the rents for this plot as also for two other plots B and D included in his tenancy.

9. From the particulars given on the plan, it will be seen that Plots B and C have an average depth of about 30 feet and that they have been let at rents corresponding to a rate of Rs. 118 per square yard.

10. As regards Plot F shown bounded by yellow boundary lines, its front portion to a depth of 30 feet has been valued at Rs. 118 per square yard as stated in the preamble to the Improvements Committee's Resolution No. 582 of 18th October 1927.

11. From the above 3 instances of Plots B, C and F it appears that frontage lands to a depth of 30 feet on Parel Chawl Road cannot be valued at more than Rs. 120 per square yard.

12. Mr. Anandji's plot, excluding the rear part of it, being situated at the junction of 3 roads and having a smaller depth, must be deemed to be more valuable than Plots B and D and frontage land in Plot F. With the disability of having unremunerative back land attached to it, which back land is about a third of the whole area demised, Mr. Anandji's plot (including the rear portion) may well be rated at an all-over rate of Rs. 120 per square yard. On the footing of this value and on 6 per cent basis, the rent to be charged works out to Rs. 200 per month. It may here be observed that the all-over rate of Rs. 120 per square yard is equivalent to a rate of about Rs. 200 per square yard for the whole land excluding the back portion.

13. Mr. Anandji no doubt pays his rent under an agreement but it seems that his application for reduction deserves consideration on the grounds advanced by him and for the reasons mentioned above. His tenancy under the agreement will come to an end on the 16th March 1928, when more likely than not, it may be found very difficult to temporarily let out the plot at the rent hitherto paid by Mr. Anandji; and, therefore, his offer to extend the period of his tenancy to a further period of 3 years, but at a reduced rent, might well be taken advantage of.

14. Taking into account all the foregoing considerations, it is suggested that a rent of Rs. 200 per month may be charged for the whole plot, for the remaining period of the tenancy, provided Mr. Anandji enters into a fresh agreement to continue to pay the rent of Rs. 200 on the same terms and conditions as before, for a further period of 3 years, commencing from the date of the expiry of the present lease (16th March 1928). If this suggestion is approved of by the Chief Officer, the favour of obtaining the Improvements Committee's sanction thereto is requested.

15. As stated in para 8 above, the tenant of the land in Case No. 97 (Plot E) which has been let together with the lands comprised in Case No. 98-99 (Plot D) and the Plot marked B, has also made an application for reduction in his rents, which has been separately dealt with under this Office No. 17842 of 6th instant. It is requested that both the applications may be considered simultaneously."

(b) Chief Officer's note, dated 8th December 1927 :—

"I agree with the Estate Agent's recommendation viz: that the rent be reduced to Rs. 200 per month provided the tenant agrees to take the land for an additional period of three years from 17th March 1928."

**Resolution 696.**—The proposal to reduce the rent to Rs. 200 per month for the remaining period of the tenancy provided the tenant agrees to take the land for an additional period of 3 years from 17th March 1928 is approved.

9. Re : Scheme 60, Naigaum—Case No. 8—suit for ejectment to be filed against the claimants—sanction for.

( File No. Mis. 1189/24. Ref. T. R. 203/26. )

Considered Estate Agent's No. 17090, dated 24th November 1927 :—

“ The owners of the property in the above case were allowed to retain a portion of it and to take up additional land under the Trustees' Resolution No. 443, dated 9th August 1921, under certain conditions. The main conditions are specified in the Chairman's minute printed in the preamble to Trustees' Resolution No. 203, dated the 29th April 1926.

As the claimants were trying to resile from the bargain the Trustees in the last Resolution decided that the Trust Solicitors should be instructed to take the opinion of the Advocate General in the matter.

The Solicitors were accordingly instructed, but they reported that the Acting Advocate General, Mr. B. J. Desai, was unable to advise the Trust as he had already advised the claimants' attorneys. They, therefore, submitted the case for the joint opinion of Counsel Messrs. Coltman and Little.

Under the advice of the Counsel a notice to quit within six months, the period commencing from 13th April 1927, was served upon Bai Gangabai, widow of Gokuldas Morarji, and Mr. Bejonji Kapadia, the claimants, on the 12th January 1927. It may be mentioned that Bai Gangabai is since dead, but the notice having been duly served upon her during her lifetime is not affected by reason of her death.

Copy of the notice and its accompaniments were forwarded to the Chief Officer for information under the Land Manager's No. 566 of 21st January 1927, wherein it was stated that the line of action to be followed would be decided by Counsel on receipt of a reply from the claimants and then the whole matter would be placed before the Committee to obtain sanction for the filing of the necessary suit.

The Trust Solicitors now state that the notice to quit having expired on the 13th ultimo and nothing being done by the claimants in the matter, a suit should, now, be filed against the claimants for possession as advised by Counsel. Copy of the Trust Solicitors' letter No. U/736, dated the 16th instant, accompanies.\*

I have, therefore, to request you to please obtain the sanction of the Committee for filing of the suit.”

**Resolution 697.**—The Chief Officer is authorized to file a suit in ejectment against the claimants.

10. Re : Lalbaug Estate—plot No. 2—Suparibaug Estate—plot No. 205—suit to be filed in High Court to recover arrears of rent in respect of—sanction for.

Considered Estate Agent's No. 18435, dated 15th December 1927 :—

“ I have the honour to state that the lessees of the above plots are Messrs. Enus Kondaji and Haroon Kondaji and the rent amounting to Rs. 8,240 is in arrears.

This amount is made up as under :—

Plot No.	Estate.	Period.	Amount.
			Rs.
2	Lalbaug ... ..	2 Quarters ending 1st December 1927.	376
205	Suparibaug ... ..	2 Quarters ending 2nd November 1927.	7,864
Total Rs. ...			8,240

\* Not printed.

2. Repeated attempts have been made by this office to induce the lessees to pay this amount but all have proved of no avail though many calls have been made upon them by the Officers of this Department.

3. The matter was, therefore, placed in the hands of the Trust Solicitors, who wrote, threatening the lessees with legal proceedings and re-entry but even this has met with no success.

4. I have, therefore, to request the favour of obtaining the Improvements Committee's sanction to file a suit against them in the High Court."

**Resolution 698.**—The Chief Officer is authorized to file a suit in the High Court against the lessees.

11. Re : Scheme 50, Mazagon—Case No. 7—division into 2 plots and grant of 2 separate leases—request for.

( File No. Misc. 773/27. )

Considered the following ;—

(a) Letter No. 4276, dated 22nd September 1927, from Messrs. Merwanji Bana and Company, architects:—

" Under instructions from our client Mr. Piroshaw P. Dadachanji, we have the honour to state that he is the lessee of the above plot and holds the same under a lease, dated the 13th day of June 1925, between the Trustees for the Improvement of the City of Bombay and himself. Among other covenants, there is a covenant that he should pay the yearly ground rent of Rs. 1,532 by equal quarterly payments.

2. Our client desires to divide the above plot, shown in green lines on the accompanying plan\* into two plots, viz., Case No. 7 and Case No. 7A, as shown on the said plan. The plot marked Case No. 7A is shown in yellow lines and the remaining plot in red lines. On this said plot, Case No. 7A, our client has only recently erected a new building, coloured yellow on the accompanying plan\*, consisting of a ground floor and one upper floor, although the plans have been approved of for a ground and two upper floors. The gross monthly rent of the above building is Rs. 530 for the ground floor and Rs. 304 for the first floor, making a total rent of Rs. 834 per month, i.e., Rs. 10,000 per annum.

3. Our client also desires that the existing ground rent of Rs. 1,532 per annum for the whole plot should be made applicable to the plot comprised in Case No. 7A.

4. Our client is willing to pay the necessary charges of the Trust Solicitors for preparing the necessary document.

5. Under the circumstances, we have the honour to request you to be so good as to divide this property into two plots as stated above and give to our client two separate leases for the same, on the same terms and conditions as are mentioned in the present lease excepting the conditions of rent which is to be made applicable to plot marked Case No. 7A."

(b) Estate Agent's No. 18182, dated 10th December 1927 :—

" \* \* \* \* \*

2. This refers to Scheme 50, Case No. 7, leased to Mr. Phirozshaw Pestonji Dadachanji at an annual rent of Rs. 1,532. The area of the whole plot is 2,802 sq. yards, and the lessee has proposed to divide the same into two, as shown on the copy of the plan returned herewith.

3. The plot at the junction of the Nesbit and the 50' Roads will be known as Case No. 7A and has an area of 342 sq. yds. and the ground rent calculated at 6 per cent. on Rs. 35 per sq. yd., for this plot will amount to Rs. 720 per annum.

\* Not printed.



4. The other plot in the rear having an area of 2,460 sq. yds. will be known as Case No. 7 and the ground rent for the same will be Rs. 812 per annum.

5. The lessee has agreed to these apportionments of the areas and ground rents and has requested that two separate leases may be prepared for these two portions of land.

6. There is no objection to granting the lessee's request on the conditions that he agrees to pay the Trust Solicitors' costs of preparing, etc., the surrender of the existing lease and also of the two separate leases as aforesaid."

**Resolution 699.**—The division of the plot into 2 plots as shown below is sanctioned, subject to the conditions mentioned in para 6 of the Estate Agent's No. 18182, dated 10th December 1927 :—

Plot No.	Area.	Ground Rent.	
		Rs.	
7	2460 sq. yds.	812	per annum.
7 A	342 „	720	„
	<u>2802 „</u>	<u>1,532</u>	„

12.

Re : Scheme No. 57—Sewri-Wadala—Tenders for filling.

Considered Chief Officer's note, dated 16th December 1927 :—

"Tenders have been received for filling in the low-lying land near Gowari Station. The rates are as follows :—

Name.	Rate per 100 C. F.		
	Rs. as. p.		
1. Mr. B. A. Dalvi ... ..	1	14	0
2. The Deccan Land and Building Co. ... ..	2	8	6
3. Messrs. T. B. Chawan and Co. ... ..	2	9	0
4. Mr. D. J. Contractor ... ..	2	9	4
5. Messrs. Vartak and Bhatt ... ..	2	11	0
6. Messrs. Khilji and Co. ... ..	2	14	0
7. The Gujrat Concrete Construction Company ... ..	3	3	6
8. Mr. Manilal Patel ... ..	3	6	0
9. Messrs. Hindustan Construction Company ... ..	3	13	0

2. The quantity of work to be carried out is about 7,700 brass consolidated.

3. Mr. B. A. Dalvi who submitted the lowest tender has since withdrawn it. His deposit of Rs. 250 should, therefore, be forfeited in accordance with the terms of the tender.

4. The Engineer recommends, and I agree, that the contract be let to the next lowest tenderer, the Deccan Land and Building Company, at Rs. 2-8-6 per brass. The value of the work will amount to about Rs. 19,270."

**Resolution 700.**—The proposal to let the contract to the Deccan Land and Building Co. Ltd., at Rs. 2-8-6 per brass and to forfeit the deposit of Rs. 250 paid by Mr. Dalvi is approved.

13.

Re: Gamdevi Estate—plot 39—motor garage on.  
( File No. Misc. 969/27. )

Considered the following :—

(a) Trust Architect's No. 3189, dated 8th December 1927 :—

" I have the honour to forward herewith a plan\* received from the lessee's architects showing the motor garage proposed to be erected on the open space of the above plot, as per their letter, dated 9th November 1927 (printed below).

The Improvements Committee by their Resolution No. 237, dated 19th April 1927, have granted permission for the erection of motor garages on this Estate where the combined open spaces between the two buildings are 25 feet in width.

As the combined width of the open space between the building on this plot and that of plot No. 40 is 25 feet, the proposed motor garage may be allowed subject to usual normal conditions contained in Trustees' Resolution No. 296 of 27th September 1918."

*Letter, dated 9th November 1927, from Messrs. Mistri and Bhedwar, referred to above :—*

" Under instructions from our client, Mr. Dadabhai Fakirji Dhalla, we have the honour to submit herewith plans\* in triplicate of the proposed motor garage as shown in pink. The walls will be of bricks and lime mortar covered with lime plaster. The roof will be a flat one of teakwood joists with concrete between the joists and the surface finished with patent stone. At present, the lessee finds it very difficult to accommodate the cars in the small garages and hence it is proposed a new garage in the open space. We have the honour to request favour of your early sanction for the work."

(b) Estate Agent's No. 18367, dated 14th December 1927 :—

" \* \* \* \* \*

2. The undersigned sees no objection to the proposed garage.

3. The lease of this plot having been granted, premium will be payable at the rate of Rs. 750 for every 100 sq. feet covered by the garage, together with the costs of the necessary license."

**Resolution 701.**—The proposed motor garage should be allowed on the usual normal conditions contained in Trustees' Resolutions No. 296, dated 27th September 1918 and No. 255, dated 22nd June

14.

Re: Report of Financial Transactions in November 1927.

Considered Chief Accountant's note, dated 12th December 1927 :—

" Investment of Sinking Fund moneys—Bombay Improvement Trust debentures of the nominal value of Rs. 94,000 of the 5 per cent. Loan of 1919, were transferred (at par) from the General Investment Account to the Sinking Fund Investment Account."

**Resolution 702.**—Recorded.

\* Not printed.



# Bombay Improvement Trust.

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ESPLANADE ROAD,

*Bombay, 10th January 1928.*

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 3-30 P. M. (B. T.) there were—

PRESENT :

1. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E.
  2. DR ACCACIO G. VIEGAS, L.M. & S.
  3. MR S. L. SILAM, B.A., LL.B.
  4. MR B. G. HORNIMAN.
  5. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
  6. MR. HOSENALLY M. RAHIMTOOLA, B.A.
  7. MR. K. F. NARIMAN, B.A., LL.B.
  8. SIR SHAPURJI B. BILLIMORIA, KT., M.B.E.
  9. MR. S. D. SAKLATVALA
  10. MR. R. D. BELL, C.I.E., I.C.S.
  11. MR. W. H. NELSON, O.B.E.
  12. MR. G. A. THOMAS, C.I.E., I.C.S.
  13. MR. GANPAT KRISHNAJI BORADE.
- AND MR H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.
- MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE SECRETARY WERE ALSO PRESENT.
- 

The Chief Officer stated that the Chairman had written in to say that he would be unable to attend the meeting as his presence was required in a Land Acquisition case at Nasik and the Committee would therefore have to appoint a Chairman.

Proposed by Sir Phiroze C. Sethna, seconded by Mr. Hoosenally—

“That Sir Vasant Rao Anand Rao Dabholkar do take the Chair.”

The motion was *carried*.

Sir Vasant Rao then assumed the chair.

The minutes of the meeting, held on 20th December 1927, were then signed.

1. At the outset, the Chairman stated that he had a very pleasant duty to perform that afternoon in congratulating Sir Shapurji B. Billimoria on behalf of the Committee and on his own behalf on the honour of Knighthood which had been conferred on him by His Majesty the King-Emperor. The Chairman observed that his services to the City were well known and that his experience in finance had been of great value to the Trust. He wished him a long life. The Chairman thereupon moved the following Resolution which was passed unanimously.

**Resolution 1.**—The Committee offer their hearty congratulations to Sir Shapurji B. Billimoria on the Knighthood conferred on him in the New Year's Honours.

Sir Shapurji B. Billimoria thanked the Committee for their kind words.

2. The following letter from the Engineer was considered as an urgent business with permission.

Re : Sale of 5/8" Steel Bars—sanction for.

Considered Engineer's No. 178, dated 6th January 1928 :—

"I have the honour to inform you that I have learnt that there is a possibility of selling 100 tons of 5/8" steel bars. The tentative price is in the neighbourhood of Rs. 102-8-0 per ton, though, whether or not, we can get this for site delivery remains to be seen. The highest offer for site delivery up to date is Rs. 95 per ton.

Our steel is continental and was bought at an average cost of Rs. 265 per ton. The present market rate is, approximately, Rs. 150 per ton.

Owing to curtailment of work including the second Bridge at Worli and the unfinished reinforced concrete double barrelled drain across the Dharavi marshes, the proposed 100 tons can be spared.

I beg to request that you obtain Committee's sanction for the sale of 100 tons at a figure within 2½% either way of the figure quoted. The Agent Mr. William Laws cannot proceed with his negotiations until he knows that there is a reasonable chance of completing the deal."

Proposed by the Chairman —

"That the sale of 100 tons of 5/8" steel bars at a figure within 2½ % either way of Rs. 102-8-0 per ton be approved."

Mr. Nariman observed that the sale should have been advertised and that it was necessary for the Committee to know the quotation of the original merchant.

It was then generally agreed that the consideration of the matter should be postponed and, in the meantime, the Chief Officer should make further enquiries regarding the market value of steel.

**Resolution 2.**—Consideration postponed.

3.

Re : Form of Budget.

Considered Report No. 31, of the Finance & Establishment Sub-Committee, dated 6th December 1927 :—

"With reference to Committee's Resolution No. 430, dated 20th July 1927, requesting the Chief Officer to report through us whether it would not be advisable to adopt the form of Municipal Budget for the Trust's Budget, we beg to state that we have considered the Chief Officer's note on the subject, which is reproduced below and we agree with the remarks made by him except in the case of General Account, Rents, permanent and temporary. We consider that the form attached to his note in connection with Revenue should be adopted for the Trust's Budget with the omission of columns, 14, 15 & 16 thereof and the addition of a column for 'Remarks'."

Chief Officer's note, dated 26th November 1927 :—

"With reference to Committee Resolution No. 430, dated 20th July 1927, adopting the notice of motion by Mr. Hoosenally (reproduced in the margin), I beg to report as follows :—

That the Chief Officer be requested to report at an early date through the Finance and Establishment Sub-Committee whether it would not be advisable to adopt the form of Municipal Budget for the Trust budget to be prepared for the next year, and if so, to submit a draft form for the approval of the Committee.

ed in the margin), I beg to report as follows :—

The Trust Budget consists of General Account and Capital Account. Our loans are raised for the carrying out of the Trust programme generally and not for the particular works as in the Municipality. In the Budget no details are shown of the expenditure under General and Capital Accounts. It is presumed that the object of the Resolution is that details should be given of the estimated expenditure in the Budget.

#### General Account.

The expenditure under General Account consists of—

- (A) Maintenance (including repairs, conservancy and sanitation).
- (B) Cost of Management and Establishment, debitable to General Account.
- (C) Interest on Loans.
- (D) Sinking Fund.

(A) Maintenance—The following are roughly the details of the expenditure:—

#### (1) Maintenance of Streets.

- (a) Sweeping and watering roads ;
- (b) Repairs to roads ;
- (c) Lighting roads ;
- (d) Sewage disposal works ;
- (e) Roadside trees ;
- (f) Gardens and playgrounds ;
- (g) Municipal taxes.

#### (2) Maintenance of acquired properties and of chawls and S. P. Sheds.

- (a) Annual lime-washing and monsoon repairs ;
- (b) Repairs ;
- (c) Municipal Taxes ;
- (d) Conservancy and sanitation ;
- (e) Insurance charges.

The expenditure budgetted for will in future be shown in these details.

(B) **Cost of Management and Establishment.**—This represents the amount debitable to General Account of the Cost of Management and Establishment, which is shown in detail in the Budget.

(C) and (D) **Interest on Loans and Sinking Fund.**—Statements showing these charges in detail will be furnished in future.

#### Capital Account.

The Expenditure under the Capital Account consists of—

- (a) Cost of Management and Establishment debitable to Capital Account.
- (b) Acquisition.
- (c) Works.
- (d) Deficit under General Account.

(a) *Cost of Management and Establishment.*—This represents the amount debitable to Capital Account of the cost of Management and Establishment, of which details are given in the Budget. Regarding the establishment debitable to cost of Management and Establishment, these charges will in future be shown in greater detail than at present.

(b) *Acquisition.*—Expenditure is at present shown scheme by scheme and no further details are necessary.

(c) *Works.*—Details of expenditure will be given as per specimen form attached.

(d) *Deficit under General Account.*—No details are necessary.

#### Revenue.

##### General Account.

This consists of—

- (1) Rents permanent and temporary.
- (2) Municipal Contribution.
- (3) Interest on Cash Balances.
- (4) Profits on sales of Securities.

(1) *Rents.*—These are provided for scheme by scheme in the Budget. The Municipal form of Budget in connection with revenue is very elaborate, as will be seen from a copy of the form attached. I think our present procedure may be continued.

- |  |   |                           |
|--|---|---------------------------|
| <ul style="list-style-type: none"> <li>(2) <i>Municipal Contribution</i></li> <li>(3) <i>Interest on Cash Balances</i></li> <li>(4) <i>Profits on Sales of Securities</i></li> </ul> | } | These require no details. |
|--|---|---------------------------|

#### Revenue.

##### Capital Account.

This consists of—

- (a) Sale proceeds.
- (b) Loan Proceeds.

(a) *Sale Proceeds.*—Details are given in the Budget for big amounts.

(b) *Loan Proceeds.*—No remarks are necessary.

**Resolution 3.**—The Report of the Finance & Establishment Sub-Committee is approved and adopted.

4. Re : Second Naigaum Police Accommodation Scheme—Scheme No. 67—proposed alteration.

Considered Chief Officer's note, dated 16th December 1927 :—

"On the 10th May last, the Committee considered a letter from the Secretary to Government in the Home Department in which it was stated that Government were considering the question of taking up an additional area for a playground for the men living in the buildings erected under this scheme and enquiring what would be the cost. The proposal was to add an area of 10,000 sq. yards to the scheme but it was complicated by the fact that the Board would be left with a frontage having a depth of 40 feet only. Alternative proposals were therefore placed before the Committee and approved by them and Government was informed accordingly.

2. On the 30th August, the Committee considered a note by the Acting Chief Officer in which he stated that Government had informed him that owing to the additional drain on their finances arising out of the floods in Gujerat, it would be very difficult for them to find the funds necessary to purchase the land, and asking that the Trust would not sell the land without letting them know. The Ag. Chief Officer observed that Government would not have to find any cash as the land would be included in the Scheme and the cost paid in the form of a lease rent spread over a term of 60 years. It was decided to so inform Government and that the land would not be sold without letting them know.

3. I have now heard from Government that on reconsideration they desire to include in the Scheme a portion of land admeasuring about 10,000 sq. yds. marked B on the plan\* No. 166 dated the 4th November 1927 and enquire whether the Trust will accept a rate of Rs. 16 per sq. yd. for the same.

4. The land in question abuts on Naigaum Road and, in January last, I informed the Commissioner of Police that the rate would be Rs. 20 per sq. yd. There has, however, been no demand for the land except by Government and as the area is considerable, I am of opinion that the rate of Rs. 16 should be agreed to. The land will require some filling and levelling but that will form part of the cost of the scheme and will be recouped by Government. I suggest therefore that Government be informed that on a request being received from Government to include the land in the Scheme, the Board will be asked to alter it, the rate being fixed at Rs. 16 per square yard."

**Resolution 4.**—The Government should be informed as suggested by the Chief Officer in the last para of his note.

5. Re : Foras Road Chawls—hiring of two blocks at the Bellasis Road end, by the Municipality.

Considered the following :—

(a) Letter No. HS 352D of 1927-28 from the Executive Health Officer, Bombay Municipality, dated 9th December 1927 :—

"I have the honour to refer you to the correspondence ending with your No. Mis. 429/27 of 6th September 1927 and to say that the corporation have under their Resolution No. 8301 of 14th November 1927 approved of the proposal to hire two blocks of the Trust Chawls at Foras Road, at the Bellasis Road end, at the rental of Rs. 1368 per month on the conditions mentioned in the Municipal Commissioner's letter No. HS 352 D of 12th October 1927,



a copy of which is attached herewith. I would now request you to inform me the date when it will be convenient for the Trust to hand over the two blocks to the Municipality for occupation by the labour staff."

*Letter No. HS 352 D of 1927-28 dated 12th October 1927 from Municipal Commissioner, for the City of Bombay, to the Municipal Secretary :—*

"I have the honour to say that about 1332 persons including wives, mothers and children of our labour staff are at present housed in insanitary huts at Tardeo Flats and Bapty Road, which are in my opinion unfit for human habitation. The huts referred to have been built by the occupants themselves in years past in the absence of sufficient housing accommodation.

As it is not desirable to allow our staff to continue to live under these conditions, and as there is no immediate prospect of chawls being built for them owing to financial stringency, I propose to arrange to hire two blocks of the Improvement Trust Chawls or Foras Road at the Bellasis Road end for occupation by the Dheds and Bhangis from the huts at Bapty Road and Tardeo Flats at a rental of Rs. 684 per month per block or Rs. 1,368 per month for the two blocks. The proposal involves an additional recurring expenditure of Rs. 16,416 a year, which in my opinion is inevitable if the Municipal employees are to be suitably housed.

The normal monthly rent per room of these two blocks is Rs. 9-8-0 or Rs. 760 per block, but I understand that the Trust will be prepared to agree to reduce the rent to Rs. 1,368 or about Rs. 8-8-0 per room if two whole blocks are taken permanently. I would be cheaper to hire Development Directorate chawls at DeLisle Road and still cheaper those at Worli, but as the staff concerned is almost exclusively employed in C, D and I wards, either of those places would be unduly far from their work.

The proposal, if approved of by the Corporation, will entail a net monthly increased expenditure of about Rs. 1,128 after allowing for the receipts on account of rent from the staff.

In the circumstances, I request the approval of the Corporation to the proposal and subject to that approval the sanction of the Standing Committee under section 69 (c) of the Municipal Act to the two blocks of chawls being hired at the rent proposed. The arrangement should, I consider, be liable to cancellation at 3 months' notice on either side. When the scheme is approved and the date from which occupation is to commence fixed, I shall apply for an additional grant from surplus cash balance to cover the cost for the current year and endeavour to make provision for it in next year's budget."

(b) Estate Agent's No. 18515, dated 16th December 1927 :—

" \* \* \* \* \*

2. The two blocks of chawls at Foras Road let on a repairing lease under Trustees' Resolution No. 99 of 22nd February 1921 to the B. B. & C. I. Railway Company for housing their clerical staff, were taken over on 15th August 1927.

3. Negotiations were subsequently opened with the Municipal Commissioner enquiring whether the Municipality wanted the two blocks above referred to for housing their labour when he replied that he could probably utilise one block for occupation by Dheds and Bhangis if terms could be arranged. Thereupon he was informed by the Chief Officer on 28th March 1927, that the Trust could only let both the blocks for occupation by Dheds and Bhangis and not one, as the two blocks communicated with each other. As regards the terms under which the two blocks could be let, it was intimated to the Commissioner that the normal monthly rent per room of the two blocks was Rs. 9-8-0 or an average of Rs. 760 per block and that the Improvements Committee might be prepared to grant a rebate of 10%, in which case the rent of the two blocks would be Rs. 1,368 per month, which would work out to an average monthly rent of Rs. 8-8-0 per room.

4. As a result of the said negotiations, a letter dated the 9th instant, which is now under reference, has been received from the Executive Health Officer, Bombay Municipality, in which he states that the Corporation has approved of the proposal to hire the said two blocks of chawls at a rental of Rs. 1,368 per month, on the condition, *inter alia*, that the arrangement is liable to cancellation at 3 months' notice on either side.

5. The arrangement arrived at is fair and reasonable and it is therefore requested that the Committee's sanction may be obtained thereto."

**Resolution 5.**—The proposal to let the two blocks of chawls at a rental of Rs. 1,368, per month, to the Municipality is approved subject to the condition that the arrangement is liable to cancellation at 3 months' notice on either side.

\*6.

*Re: Establishment—Estates & Valuation Department.*

Considered Chief Officer's note dated 16th December 1927 :—

"In January last, the Committee approved in principle of the proposed amalgamation of the Land Manager's and Estate Agent's Department, and asked the Finance & Establishment Sub-Committee to consider the details and report thereon. This was done and the report approved of under the Committee's Resolution No. 80, dated the 8th February 1927.

2. The proposals provided for the retention of two Junior Assistant Estate Agents in the grade Rs. 450-50-600, and provision was made in the Budget for this establishment. One of these posts became vacant on the promotion of Mr. Mhatre as Senior Assistant Estate Agent and has not so far been filled.

3. In view of the necessity for controlling the collection etc. of the Board's land revenue, the Estate Agent is of opinion, and I agree with him, that the post should now be filled. It was my intention to make proposals to this end to take effect from the 1st April next but, in view of Mr. Dadachanji's departure on leave, it is desirable that the post should be filled as soon as possible.

4. On going through the Engineer's Establishment, I have come to the conclusion that one of the Senior Assistant Engineers will not be required during the coming year and I suggest that Mr. J. J. Engineer who now fills one of these posts should be transferred to the Estate Agent's Department. Mr. Engineer entered the Board's service on 11th August 1913; he has an intimate knowledge of the Board's Estates, is hard working and active. His present pay is Rs. 650 in the grade of Rs. 650-50-800-50-1200 but as only two of the occupants of these posts can pass the bar at Rs. 800 there is no prospect for many years of his getting more than that amount. The pay of the post in the Estate Agent's Office is Rs. 450-50-600 and I propose that Mr. Engineer should be appointed on the maximum pay (Rs. 600) and should be given a personal allowance of Rs. 50 per month to bring him up to his present pay.

5. I desire to place on record that Mr. Engineer's work as a Senior Assistant Engineer has been entirely satisfactory. He is a well qualified man and able to get work done. The Engineer informs me that he can make arrangements to transfer Mr. Engineer as from 1st January next.

6. It is proposed to abolish the following posts in the Estate Agent's Office :—

<i>Post</i>	<i>Holder's name.</i>
Overseer.	Mr. D. B. Mhatre.
Surveyor.	Mr. Moses Sassoon.
do.	Mr. H. N. Kunte.
do.	Mr. J. E. Reuben.

Inspector.

Mr. D. Richard.

Two Junior Clerks.

Vacant.

The men proposed to be retrenched are the Juniors in their grades and no question of seniority therefore arises."

**Resolution 6.**—Referred to the Finance & Establishment Sub-Committee for consideration and report.

7. Re: Establishment—Estates & Valuation Department—duty allowance proposed to be given to Messrs. Thorat & Thackaray, clerks, during the absence on leave for 2 months of Mr. L. F. Panday—clerk—sanction for.

(File No. E. L. 273/27.)

Considered Chief Officer's note, dated 9th December 1927:—

"Mr. L. F. Panday, a clerk on the permanent establishment in the Estate Agent's Department, on Rs. 125 in the grade of Rs. 40-125 applied for privilege leave for 2 months from 23rd November 1927. As it was recommended by the Estate Agent, and is admissible, I sanctioned it.

The Estate Agent proposes to distribute the absentee's work between two junior clerks on the temporary establishment Messrs. Thorat & Thakaray both on Rs. 58 per month in the grade of Rs. 40-70, to be done in addition to their own duties for which, it is recommended, they should be paid a duty allowance of Rs. 20 per month each.

The Estate Agent's proposal is recommended for the sanction of the Committee."

**Resolution 7.**—The proposal made by the Estate Agent is approved.

8. Re: Establishment—Estates & Valuation Department—Mr. C. I. X Fernandez—advance increments to—grant of.

Considered Estate Agent's No. 17983, dated 7th December 1927:—

"I have the honour to state that an annual increment of Rs. 10 is due to this office-Head Clerk Mr. C. I. X. Fernandez from 1st December 1927, he having put in 12 months' service on Rs. 200 in Rs. 200-10-250 grade. His present salary is Rs. 200 plus Rs. 20 War allowance=Rs. 220 per mensem, but as war allowance is not to be given to incumbents drawing pay of over Rs. 200, the effect will be that Mr. Fernandes will have to put in three years' service, before he draws a pay of Rs. 230.

2. Sanction is, therefore, requested that he may be given two advance increments, in addition to the one he has already earned, thus bringing his salary to Rs. 230 from 1st December 1927 which in reality is only an increase of Rs. 10 over his present pay.

3. Similar sanction was given in cases of Messrs. Bamji, Gupte, Marathe and Coutinho."

**Resolution 8.**—The sanction asked for is granted.

9. Re: Establishment—Engineer's Department—Mr. R. A. Donde, Purchasing Officer—Grant of leave due to, preparatory to retirement.

Considered Chief Officer's note, dated 16th December 1927:—

"Mr. Donde applies for the grant of the full leave due to him in continuation of the Christmas Holidays, preparatory to retirement at the end thereof, with permission to take up outside work while on leave. The application is recommended by the Engineer.

Mr. Donde joined the Trust Service on 1st April 1905 and resigned on 9th August 1913 and was re-appointed on 1st May 1920 as a Storekeeper on the temporary establishment.

and appointed as Purchasing Officer on the permanent establishment on 2nd November 1921. His present pay is Rs. 450 in the grade of Rs. 300-30-450.

This is one of the posts which I intend asking the Committee to abolish. I therefore recommend that Mr. Donde be granted in continuation of the Christmas holidays privilege leave for four months combined with furlough for 3 months. This is in accordance with the principle laid down in T. R. No. 68 of February 20th, 1925. There can be no objection to Mr. Donde taking up other work while on leave."

**Resolution 9.**—Sanction is accorded to the proposal to grant Mr. Donde in continuation of Christmas Holidays privilege leave for 4 months combined with furlough for 3 months preparatory to retirement at the end of the leave, with permission to take up other work while on leave, and to abolish the post held by him.

2. The Schedule of establishment should be amended accordingly.

10. Re : Establishment—Engineer's Department—Mr. D.N. Desai, clerk—grant of bonus to.

Considered Report No. 29, dated 6th December 1927, of the Finance & Establishment Sub-Committee :—

"With reference to Committee's Resolution No. 539 dated 20th September 1927, we beg to report that we have considered the question and recommend that the proposed grant of a reward of Rs. 400 to Mr. Desai be sanctioned.

In this connection, it may be pointed out that four letters were sent to Mr. A. G. Rane under registered covers, asking him to attend the Sub-Committee meeting but he did not attend it and two letters have been received back as unclaimed."

**Resolution 10.**—The Report of the Finance & Establishment Sub-Committee is approved and adopted.  
(Dr. Viegas dissented.)

11. Re : Establishment—Secretary's Department—Mr. Mahamad Hassan Khatib—clerk—advance from Provident Fund to.

Considered Chief Accountant's note, dated 4th January 1928 :—

"Mr. Mahomad Hassan Khatib, a clerk in this Department, applies for an advance of Rs. 300 out of his Provident Fund subscriptions to meet the expenses incurred by him in connection with the continued illness of his mother. He has produced a medical certificate.

He joined the Trust Service on 7th January 1910 and his present pay is Rs. 125 plus War Allowance.

A sum of Rs. 1801-13-4 less Rs. 118-2-0 (being the balance of the last advance) stands to his credit in the Provident Fund Account as his own subscriptions.

He has had advances from his Provident Fund Account as under :—

1st advance of Rs. 380 paid in October 1921 and repaid in full in June 1923.

2nd advance of Rs. 500 paid in June 1923 and repaid in full in February 1925.

3rd advance of Rs. 250 paid in July 1925 and repaid in full in December 1926.

4th advance of Rs. 337-8-0 paid in December 1926, out of which a sum of Rs. 118-2-0 is still outstanding.

The grant of an advance of Rs. 300 would require the sanction of the Committee as the last advance has not yet been fully recovered.

If the advance is sanctioned, the balance of Rs. 118-2 of the last loan will be deducted and only Rs. 181-14-0 paid to the applicant, the recovery being effected in 20 equal monthly instalments."

**Resolution 11.**—Sanction is accorded to the grant to Mr. Mahomed Hassan Khatib of an advance of Rs. 300 out of his Provident Fund Subscription repayable in 20 equal monthly instalments.

2. A sum of Rs. 118-2-0 on account of the outstanding balance of the last loan should be deducted from the advance of Rs. 300.

**12.** Re: Establishment—Estate & Valuation Department—Mr. Aaron Abraham, clerk—advance from Provident Fund to.

Considered Chief Accountant's note, dated 4th January 1928:—

"Mr. Aaron Abraham, a junior clerk in the Estates and Valuation Department, applies for the grant of an advance of Rs. 300 out of his Provident Fund subscriptions to meet the expenses incurred in connection with his wife's illness and has produced a medical certificate.

Mr. Abraham joined the Trust Service on 4th October 1915 and his present pay is Rs. 95 plus War Allowance of Rs. 20 per month.

A sum of Rs. 695-13-10 stands to his credit in the Provident Fund Account as his own subscriptions.

He has had advances as under:—

1st advance of Rs. 150 paid in May 1924 and repaid in January 1926.

2nd advance of Rs. 250 paid in May 1926 and repaid in December 1927.

The grant of the present advance of Rs. 300 recommended by the Estate Agent requires the sanction of the Committee as twelve calendar months have not elapsed since the complete repayment of the last advance.

The advance, if sanctioned, will be recovered in 20 equal monthly instalments."

**Resolution 12.**—The grant to Mr. Aaron Abraham of an advance of Rs. 300 out of his Provident Fund subscriptions repayable in 20 equal monthly instalments is sanctioned.

**13.** Re: Establishment—Secretary's Department—Mr. B.L. Mitra, Clerk—advance from Provident Fund to.

Considered Chief Accountant's note, dated 13th December 1927:—

"Mr. B. L. Mitra, a clerk in this Department, has applied for an advance of Rs. 200 from his Provident Fund subscription as he has to send his wife for a change, she being seriously ill, and has produced a medical certificate in support of his application.

He joined the Trust Service on 14th June 1922 and his present pay is Rs. 125 plus War Allowance Rs. 20 per month.

He has had advances from his Provident Fund Subscription as under:—

1st advance of Rs. 120 paid in January 1925 and repaid in November 1925.

2nd advance of Rs. 150 paid in February 1926 and repaid in December 1926.

3rd advance of Rs. 100 paid in April 1927 and repaid in September 1927.

A sum of Rs. 674-6-2 stands to his credit in the Provident Fund Account as his own subscription and the advance of Rs. 200 now applied for is admissible.

As twelve calendar months have not elapsed since the complete repayment of the last advance, the grant of the present advance would require the sanction of the Improvements Committee.

If the advance is sanctioned, the recovery will be effected in 20 monthly instalments."

**Resolution 13.**—The grant to Mr. B. L. Mitra of an advance of Rs. 200 out of his Provident Fund Subscriptions repayable in 20 equal monthly instalments is sanctioned.

14. Re : Delegation of certain powers by the Chief Officer to the Engineer, Estate Agent and the Secretary and Chief Accountant.

Considered Chief Officer's note dated 4th January 1928 :—

"Under Section 22 (1) of the Act, the Chief Officer is given power to enter into contracts whereof the value or amount shall not exceed Rs. 3000 and every such contract shall be reported to the Committee at the next ordinary meeting thereof.

Under Section 29(3), the Chief Officer may, with the previous approval of the Committee, by general or special order in writing delegate to any officer of the Board any of his powers, duties or functions under the Act or any bye-law or rule made thereunder.

The Members of the Committee are aware that at every meeting a list of contracts entered into is tabled for their information and that the lists are also circulated for scrutiny by them. Many of these contracts are for very small amounts and it is found that the amount of office work entailed in obtaining sanction is out of all proportion to the value of the contract. I therefore propose in the interest of economy to delegate to the Engineer, the Estate Agent and the Secretary & Chief Accountant power to enter into contracts for the purchase of materials and office requisites not exceeding in value Rs. 500 and now apply for the necessary sanction. Individual transactions will be reported to the Committee every week as at present."

Proposed by the Chairman —

"That the proposed delegation of the Chief Officer's powers be sanctioned."

*Amendment*—Proposed by Mr. Hoosenally, seconded by Dr. Viegas—

"That the matter be referred to the Finance & Establishment Sub-Committee for consideration and report."

The *amendment* on being put to the vote was declared *carried* and it was also carried as a substantive proposition.

**Resolution 14.**—The matter should be referred to the Finance & Establishment Sub-Committee for consideration and report.

15. Re: Work Order No. 34, Book No. 66, dated 4th January 1926 for Rs. 6,500 for lime-washing work in favour of the late Mr. Abdul Karim—extension of period—sanction for.

Considered Engineer's No. 12510, dated 23rd December 1927:—

"The entire work in respect of the above work order was completed by 5th March 1926 instead of by 15th February 1926, the original period of Work Order. I have accordingly to request the favour of your obtaining the sanction of the Improvements Committee to extend the period of the Work Order to 5th March 1926.

The work order was originally sanctioned by the Chief Engineer according to the system then in force.

Delay due to necessity for seeing all outstanding bills for work done did not exceed total amount."

**Resolution 15.**—The proposed extension of the period of the Work Order is sanctioned.

16. Re: Work Order No. 4, Book No. 88, in favour of Mr. Kalidas Magan Kharwa for monsoon repairs (1926-27)—Excess of Rs. 434-11-8 over sanctioned amount—sanction for.

Considered Engineer's No. 28, dated 3rd January 1928 :—

"In connection with the above work order, I have the honour to state that the sanctioned amount of Rs. 4,500 has been exceeded by Rs. 434-11-8.

This is due to the fact that certain buildings in Scheme 37 though included in the list of buildings to be maintained, on which the amount of the work order was based, were expected to be pulled down before the break of monsoons and were therefore naturally provided for sparingly. The buildings, however, remained partly occupied and full repairs had to be executed against a small provision. I have therefore to request you to obtain Improvements Committee's sanction to the excess shown above."

**Resolution 16.**—The sanction asked for is granted.

17. Re: Amendment of Section 21(4) of the Act so far as it relates to quorum.

Considered Report No. 30, dated 6th December 1927, of the Finance & Establishment Sub-Committee :—

"With reference to Committee's Resolution No. 518, dated 6th September 1927, we beg to report that we have considered this question and recommend that Sec. 21(4) of the Act so far as it relates to quorum be amended as suggested in the notice of motion. We beg to make it clear that if an item in respect of which the Committee's powers and duties have been delegated to a Sub-Committee under Sec. 21 (1) (b) of the Act, has been decided by a majority of the members present and voting upon it and not by one half of the whole number of members of the Sub-Committee, that item should be forwarded to the Committee, for the confirmation of the decision of the Sub-Committee."

**Resolution 17.**—The Report of the Finance & Establishment Sub-Committee is approved and adopted.

2. A copy of the Sub-Committee's Report and of para 1 of this Resolution should be forwarded to the Board with the recommendation that the President be requested to ask Government to undertake necessary legislation for the amendment of the Act at an early date.

18. Re: Pension—treatment of the temporary service of the establishment under the Land Acquisition Officer as qualifying for.

( Ref. C. R. 499/27. )

Considered Report No. 32 of the Finance and Establishment Sub-Committee, dated 6th December 1927 :—

“With reference to Committee’s Resolution No. 499 dated 30th August 1927, we beg to report that on going into this question we find that prior to this establishment being made permanent from January 1907, the Board had agreed to pay leave and pension contribution on their behalf in respect of their service prior to 1907 and the same would have been paid by the Board, had not the Government of India refused to allow the Local Government to accept arrears of leave and pension contribution.

Under the provisions of the Civil Service Regulations, an officer transferred from a temporary to permanent appointment can count his service in the temporary office towards pension, if, though at first created temporarily, it eventually becomes permanent. Under this rule, the staff of the Land Acquisition Officer again petitioned to Government to treat their service prior to 1907 as permanent for the purposes of pension. The Land Acquisition Officer referred the petition to the Accountant General for opinion. The Accountant General stated that in view of the fact that the Government of India did not allow the Local Government to accept the arrears of leave and pension contribution, although the Trust was willing to bear the charge, the service on the temporary establishment would not count for pension except with the specific orders of the Government of India. The Accountant General, however, suggested that the Local Government might be asked to allow the staff to count their previous temporary service and to combine it with their subsequent permanent service, the Trust being made liable to bear the proportionate share of pension in each case. The Land Acquisition Officer thereupon wrote to the Local Government in terms of the suggestion made by the Accountant General and the Local Government asked whether the Trust would be prepared to bear the proportionate share of the pension in case the establishment was permitted to count their temporary service for pension. In view of the circumstances stated above and of the smallness of the amount involved we are of opinion that the Board should be recommended to agree to pay to Government the proportionate share of pension on behalf of the staff of the Land Acquisition Officer in respect of their service prior to 1907.”

**Resolution 18.**—The Report of the Finance & Establishment Sub-Committee is approved and adopted.

2. A copy of the Sub-Committee’s Report should be forwarded to the Board with the recommendation that approval be given to the recommendation of the Sub-Committee.

19. Re : Profit and Loss Account of Agripada Workshop.

Considered Works Sub-Committee’s Resolution 24, dated 21st December 1927 :—

“ Considered Chief Officer’s note, dated 3rd December 1927 :—



### Agripada Workshop—Profit and Loss Account for 1925-26.

The Profit and Loss Account shows a loss of Rs. 13,455 as under :—

	Rs.
Opening balance ... ..	28,163
Expenditure ... ..	72,386
Municipal Taxes ... ..	845
Ground rent ... ..	224
Depreciation on	
(a) Plant and machinery ... ..	Rs. 13,262
(b) Building ... ..	" 1,038
	14,300
	1,15,918
Receipts ... ..	Rs. 77,405
Stores in hand ... ..	" 25,058
	1,02,463
Loss ... ..	13,455

The Engineer explains that the loss is due to the falling of in the demand for steam rollers which provide the only source of income for the workshop.

In this connection, it may be pointed out that more than half the workshop is used as a store and therefore the municipal taxes, the ground rent and the depreciation of the building have been debited in equal proportion to the Workshop and the Stores.

The loss of Rs. 13,455 will be distributed over the various schemes.

**Agripada Workshop.**

Statement showing the depreciation charged in respect of Plant and Machinery and Building.

No.	Particulars.	Date of Purchase.	Original Cost.	Life in years.	Value as on 1st April 1925.	Depreciation for the year 1925-26.	Value as on 31st March 1926.	Remarks.
			Rs. a. p.		Rs. a. p.	Rs. a. p.	Rs. a. p.	
	<b>Steam Road Rollers :</b>							
1	6 Ton single cylinder No. 2843	December 1906	6,257 0 0	15				
2	8 " " 2227	" 1902	...	15				
3	10 " " 1221	" 1900	6,725 0 0	15				
4	10 Ton Compound No. 2264	" 1902	...	15				
5	10 " " 3118	May 1908	6,975 0 0	15				
6	10 " " 3211	October "	6,725 0 0	15				
7	10 " " 4413	April 1920	17,887 8 0	15	12,850 14 0	589 7 6	12,261 6 6	
8	10 " " 4449	" "	17,887 8 0	15	12,501 7 0	309 3 0	12,192 4 0	
9	10 " " 4450	" "	17,887 8 0	15	12,310 7 0	737 9 6	11,572 13 6	
10	10 " " 4529	June 1921	16,314 10 0	15	12,071 12 7	707 6 0	11,364 6 7	
11	10 " " 4530	" "	16,314 10 0	15	11,879 12 7	625 3 3	11,254 9 4	
12	10 " " 4531	" "	16,314 10 0	15	12,029 12 7	363 0 4	11,666 12 3	
13	15 " " 2844	December 1906	9,188 0 0	15				
14	16 " " 3100	July 1908	8,545 0 0	15				

Continued from last page.

No.	Particulars.	Date of purchase.	Original cost.	Life of years.	Value as on 1st April 1925.	Depreciation for the year 1925-26.	Value as on 31st March 1926.	Remarks.
			Rs. a. p.		Rs. a. p.	Rs. a. p.	Rs. a. p.	
15	10 Ton Compound No. 4645	May, 1924	8,520 0 0	13	8,318 13 0	401 8 9	7,917 4 3	
16	10 " " 4766	" "	8,520 0 0	13	8,342 6 0	332 8 0	8,009 14 0	
17	10 " " 4786	" "	8,520 0 0	13	8,277 2 0	319 3 6	7,957 14 6	
18	15 " " 4663	" "	10,380 0 0	13	10,023 6 0	488 3 0	9,535 3 0	
					1,08,605 12 9	4,873 4 10	1,03,732 7 11	
	<b>Portable Engines : (12" x 10" single cylinder)—</b>							
1	Marshall No. 4414 ...	February 1920	3,692 13 7	15	2,626 3 9	281 14 2	2,344 5 7	
2	" " 4415 ...	" "	3,692 13 7	15	2,686 11 9	412 8 0	2,274 3 9	
3	" " 4416 ...	" "	2,692 13 7	15	2,686 11 9	389 14 11	2,296 12 10	
4	" " 4417 ...	" "	3,692 13 7	15	2,602 13 9	193 10 4	2,409 3 5	
5	" " 4096 ...	April 1916	3,939 0 0	15	2,086 8 0	252 0 2	1,834 7 10	
6	Richard Garret " 4475 ...	" 1922	5,000 0 0	15	4,191 0 3	115 3 0	4,075 13 3	
					16,880 1 3	1,645 2 7	15,234 14 8	

Continued from last page.

No.	Particulars.	Date of purchase.	Life in years.	Original cost.	Value as on 1-4-25.	Value increased due to repairs and renewals.	Depreciation for the year 1925-26.	Value as on 31-3-26.	Remarks.
	<b>Concrete Mixers :</b>			Rs. as. p.	Rs. as. p.	Rs. as. p.	Rs. as. p.	Rs. as. p.	
1	Almacoa Engine No. 7148	January 1922	6	7,425 14 9	3,362 0 9	1,258 7 0	395 8 7	4,224 15 2	
2	" " 7149	" "	6	7,425 14 9	3,368 11 0	1,258 7 0	436 13 1	4,190 4 11	
3	" " 7150	March 1921	6	9,246 0 0	3,023 12 2	1,258 7 0	579 15 8	3,702 3 6	
4	" " 7151	" "	6	9,246 0 0	4,111 1 1	1,258 7 0	715 10 9	4,653 13 4	
5	" " 7152	" "	6	9,246 0 0	3,259 12 2	1,291 12 10	283 15 0	4,267 10 0	
6	" " 7165	" "	6	9,246 0 0	3,338 14 5	1,672 0 4	16 14 4	4,994 0 5	
7	" " 7166	September "	6	9,308 6 11	4,816 13 8	1,258 7 0	699 13 6	5,375 7 2	
8	" " 7167	" "	6	9,308 6 11	4,711 12 4	1,258 7 0	436 2 1	5,534 1 3	
9	Ransome " 26694	February "	5	16,172 5 0	3,523 0 2	...	999 14 11	2,523 1 3	
10	" " 28599	March "	5	17,520 0 0	3,719 7 2	...	...	3,719 7 2	
11	Novo " 13569	" 1923	1,000 days	3,000 0 0	2,643 0 0	60 10 0	18 6 6	2,685 3 6	
12	Lister " 21036	April 1925	3	1,566 0 0	1,420 7 0	...	99 14 4	1,320 8 8	
13	Stover " 48650	"	2	2,000 0 0	2,000 0 0	60 10 0	85 0 6	1,975 9 6	
					43,298 11 11	10,635 11 2	4,768 1 3	49,166 5 10	

MEETING OF THE IMPROVEMENTS COMMITTEE OF 10TH JANUARY 1928.

Continued from last page.

No.	Particulars.	Date of purchase.	Life in years.	Original cost.	Value as on 1-4-25.	Value increased due to repairs and renewals.	Depreciation for the year 1925-26.	Value as on 31-3-26.	Remarks.
				Rs. as. p.	Rs. as. p.	Rs. as. p.	Rs. as. p.	Rs. as. p.	
	<b>Lifts :</b>								
1	No. 3 for Almacoa concrete mixer.	April 1921	5	1,891 0 0	674 8 5	38 2 3	...	712 10 8	
2	" 4 Ransome ...	May 1922	5	2,338 11 0	1,008 6 4	38 2 3	175 2 6	871 6 1	
3	" 5 " ...	" "	5	2,338 11 0	1,103 6 0	38 2 3	220 3 0	921 5 3	
4	" 6 Almacoa ...	January "	5	1,750 0 0	1,029 9 0	38 2 3	82 8 4	985 2 11	
5	" 7 " ...	May 1921	6	936 12 0	450 10 2	38 2 3	...	488 12 5	
6	" 8 " ...	" "	6	936 12 0	450 10 2	38 2 3	...	488 12 5	
7	" 9 " ...	" "	6	936 12 0	456 9 10	38 2 3	...	494 12 0	
8	" 10 " ...	" "	6	936 12 0	456 9 10	38 2 3	...	494 12 0	
					5,630 5 9	305 1 10	477 13 10	5,457 9 9	

Continued from last page.

No.	Particulars.	Date of purchase.	Original cost.	Life in years.	Value as on 1-4-25.	Depreciation for the year 1925-26.	Value as on 31-3-26.	Remarks.
			Rs. as. p.		Rs. as. p.	Rs. as. p.	Rs. as. p.	
	<b>Workshop Plant :</b>							
1	Lathe 6' x 8½" complete ... ..	October 1908	580 0 0	20	106 5 4	29 0 0	77 5 4	
2	Drilling machines—vertical pillars ...	June 1909	202 0 0	15	...	...	...	
3	Do. Do. ...	March 1910	200 0 0	15	...	...	...	
4	Do. High speed vert. ...	February 1920	450 0 0	15	297 8 0	30 0 0	267 8 0	
5	White-washing machine ... ..	January 1909	290 0 0	5	...	...	...	
6	Lifting pump second-hand ... ..	" 1916	75 0 0	5	...	...	...	
7	Shaping machine 14 P. Driven ... ..	April 1920	1,842 0 0	15	1,245 3 10	122 12 9	1,122 7 1	
8	Lathe 11" x 9" x 6" complete ... ..	" "	3,950 0 0	20	2,988 15 4	197 8 0	2,791 7 4	
9	Electric motor B. K. B. T. 25 H. P. ...	May "	2,360 0 0	10	1,219 5 4	236 0 0	983 5 4	
10	Wood worker No. 2 (Novo.) ... ..	April 1921	1,596 4 0	10	957 12 0	159 10 0	798 2 0	
11	Novo. Engines (two) 3 H. P. ... ..	" "	3,192 8 0	10	1,915 8 0	...	1,915 8 0	
12	Blower champion (old) ... ..	Not known.	...	...	...	...	...	

MEETING OF THE IMPROVEMENTS COMMITTEE OF 10TH JANUARY 1928.

Continued from last page.

No.	Particulars.	Date of purchase.	Original cost.		Life in years.	Value as on 1-4-25.		Depreciation for the year 1925-26.		Value as on 31-3-26.		Remarks.	
			Rs.	as. p.		Rs.	as. p.	Rs.	as. p.	Rs.	as. p.		
13	Grind stone ... ..	April 1920	34	0 0	2	...	...	...	...	...			
14	Blower Roots ... ..	June 1923	650	0 0	10	536	5 0	65	0 0	471	5 0		
15	Emery stand ... ..	" 1924	75	0 0	10	61	14 0	7	8 0	54	6 0		
16	Hand cart ... ..	" 1922	150	0 0	10	86	4 0	15	0 0	71	4 0		
17	Buxter crusher 16" x 9" ... ..	April 1924	1,500	0 0	2	1,725	3 8	625	6 8	1,099	13 0		
18	Trolley lines 2' gauge complete with fitting } 2,000'	August 1922	1,596	1 6	20	1,516	3 3	2	6 0	1,513	13 3		
19	Tip Trucks No. 7 ... ..	" "	2,107	0 0	10	2,001	10 0	6	5 4	1,995	4 8		
20	Crossing unused No. 2 ... ..	April "	300	0 0	20	300	0 0	0	12 8	299	3 4		
21	" used, No. 2 ... ..	Not known	41	8 0	Not known	31	8 0	0	12 8	30	11 4		
22	Iron rails 3 Ton. 19 cwt. 3 qrs. 19 lbs. at Rs. 9-12-0 per cwt.	"	...	...	...	779	2 0	...	...	779	2 0		
						15,768	11 9	1,498	2 1	14,270	9 8		
	Value of Building ... ..	...	62,233	0 0	Grand Total ... 30	35,258	0 0	13,262	8 7	2,075	0 0	33,183	0 0

**RESOLUTION 24.**—Approved.

2. The accounts for 1926-27 should be submitted at an early date."

**Resolution 19.**—The Resolution of the Works Sub-Committee is confirmed.

20.

*Re : Supply of 60 tons of Residual Standard Asphaltum.*

Considered Engineer's No. 132, dated 5th January 1928 :—

"With reference to the correspondence ending with your letter No. Mis. 962/27 of 22nd December 1927, I have the honour to summarise below the two tenders received for the above :—

- (1) The Asiatic Petroleum Co. (India) Ltd., Rs. 5-12 per cwt. nett delivered on site of Trust Asphalt Plant at Naigaum, which for 60 tons would amount to Rs. 6,900.

Supply to be in company's improved metal drums each having a capacity of approximately 3 cwts.

- (2) The Standard Oil Company of New York :—Rs. 120 per ton (Rs. 6 per cwt.), delivered at the Trust Asphalt plant which for 60 tons would amount to Rs. 7,200.

Supply in company's iron drums containing approximately 31 Imp. Gallons or 310 lbs. nett.

This latter material does not, in certain respects, comply with the tests set out in the Trust specification.

As we have already used the Asiatic Petroleum Company's product known as Mexphalt with complete satisfaction and as their quotation is the lowest of the two, I beg to recommend the acceptance of this tender.

The material is required for final surfacing of Roads Nos. 3, 3A and 4 at Worli and there is already a provision for this work in the current year's budget.

I have, therefore, to request you to obtain the Committee's sanction as soon as possible.

The two tenders\* in original and your office papers accompany."

**Resolution 20.**—The tender by Messrs. The Asiatic Petroleum Co. (India), Ltd., is accepted.

21.

*Re : Stock of Metal No. 1, lying at the Trust Quarries—reduction of price in the case of sales to the public—sanction for.*

Considered Engineer's No. 133, dated 5th January 1928 :—

"I have the honour to bring to your notice the large and ever increasing stocks of Metal No. 1, ( $\frac{1}{8}$ " gauge stone) lying at the various quarries. I think the time has come when the drastic measures will have to be taken to cope with this and I beg to suggest that the price to the public should be reduced from the present rate of Rs. 30 per brass to Rs. 26 per brass.

The stocks at Sewree are at present 542'93 brass and at Dongri over 1,100 brass. This not only locks up capital but tends to block up the Quarry Yards and make stacking and transport difficult.

I request that the sliding scales already approved under the Improvements Committee's Resolutions Nos. 202 of 12th April 1927 and 274 of 10th May 1927, in the case of materials from the Dongri and Sewree Quarries respectively, be applied to this new rate when sanctioned."

\* Not printed.



**Resolution 21.**—The proposed reduction of the price of sale to the public of Metal No. 1 from Rs. 30 per brass to Rs. 26 per brass is approved.

**22.**            *Re : Mandvi-Koliwada Chawls—application for a site for a Gymnasium.*

Considered Estate Agent's No. 174, dated 6th January 1928 :—

" Herewith I have the honour to forward a copy (printed below) of an application from the residents of the Mandvi-Koliwada Chawls and of private properties in the locality asking the Trust to allot them a space, measuring about 50 ft. x 50 ft., on the south-west corner of the roof of the above chawls for the purposes of a gymnasium.

2. They also request permission to erect a corrugated iron structure with roof and sides to keep out the monsoon weather. This structure will be erected at their own cost.

3. The undersigned and the Trust Engineer inspected the roof with some of the applicants, and the Trust Engineer sees no objection to the proposal, and has promised to let the applicants have a sketch plan showing how the structure can be erected without damaging the Trust Chawls.

4. The undersigned is informed that the applicants are for the most part residents in the Mandvi-Koliwada Chawls, and it is suggested that the permission applied for be granted on payment by the applicants of a nominal rent of Re. 1 per month, subject to the structure being approved by the Trust Engineer, and on the further condition that such permission is liable to be withdrawn at any time at a month's notice, if the user is found to be a nuisance or a danger of any sort."

*Copy of the application from the residents of the Mandvi-Koliwada Chawls and of private properties :—*

" We the undersigned beg to apply to your honour as follows :—

That it is proposed to start a Gymnasium for the benefit of School boys of the residents of Mandvi-Koliwada locality on the agashi the top floor of the Improvement Trust Chawl Block No. 1, as it is an airy and wide place, under the guidance and superintendence of Mr. Ganput Narayen Nakhva and Mr. Anandrao Mohite. In this Gymnasium all exercises of bodily development and physical culture will be practised. During the rainy season, a temporary sheet of corrugated steel sheds will be erected.

We, therefore, request that you will be pleased to grant us the required permission for the place mentioned above for the Gymnasium and to erect a temporary shed.

Hoping to receive a favourable reply."

**Resolution 22.**—The suggestion made by the Estate Agent in para 4 of his No. 174 dated 6th January 1928 is approved.

**23.**            *Re : Mandvi-Koliwada Chawls—representations for reduction of rent.*  
( File No. Mis. 982/27. )

Considered the following :—

(a) Joint application, dated 17th December 1927, by tenants of the chawls :—

" We, the undersigned, tenants of the Cement Chawls, Mandvi-Koliwada, Carnac Bridge, beg to lay before you the following for the sympathetic consideration of the Improvement Trust Committee.

When we first became the occupants of the said chawls in the year 1910, the rent of each room was only Rs. 4-2 and later on it was increased to Rs. 4-12 with the assurance that it would not exceed Rs. 5, since the said chawls were exclusively meant for the poor.

But to our great surprise, the rent has been gradually increasing and now it has come upto Rs. 7-2 per room. And to this effect we made several complaints repeatedly to the rent collector last year but to our misfortune he turned a deaf ear to us.

Looking to the present state, Sir, as you are aware the greatest problem of unemployment lies before us and the every day subject of the horrible dearness on subsistence is prostrating us. Irrespective of the fact, we the poor are being much harassed by this high rent (system) are making both ends meet with the greatest difficulty so far as family expenses are concerned.

Again, Sir, the rents of the other Improvement Trust chawls and those by the Bombay Development Department have been lowered down to a considerable scale, not only that, but also the rent of the godowns, to the best of our knowledge, of the chawls we occupy has been much decreased if considered to that of those of the other buildings, hence it is a surprise to us as to why the rent of these chawls only has been gradually increasing on the contrary.

Under these circumstances, we pray that the rent may be reduced to Rs. 5 only as we are quite incapable to meet with the present demand.

Hoping to be favoured with a satisfactory reply."

(b) Resolutions passed at a meeting of the residents of the above chawls on 18th December 1927, under the presidency of Mr. S. H. Jhabwala :—

I.

"This meeting of the residents of the Improvement Trust chawls raises an emphatic protest against the unwise action of the Bombay Improvement Trust Committee of the Municipality in raising the rents of the tenements in the aforesaid chawls from Rs. 4-8 and Rs. 5 at first to Rs. 7-2 now, such increased burden being unjustifiable and uncalled for.

II.

In view of the increasing extent of the present state of unemployment in the town and slackness in the trade and fall of industry and such other general depression this meeting of the tenants of the above chawls earnestly request the above committee not only to cancel all increases in rent made since 1911 and to take an average rent of Rs. 5 per tenement thus saving the lives of the tenants and their families.

III.

This meeting believes that the Improvement Trust was primarily intended for the benefit of the poor masses, and views with apprehension the present money-grabbling policy of the Improvement Trust Committee which is incompatible with its avowed object and that, therefore, the tenants will be constrained under force of their poor circumstances to refuse to pay all such increases while retaining possession on the tenements.

IV.

This meeting forms a tenants' association of the chawls and empowers the following representatives on its behalf to organise, all such efforts as will relieve them of the present trouble."

(c) Estate Agent's No. 173, dated 6th January 1928 :—

" \* \* \* \* \*

(2) The first is a representation from the tenants of the Mandvi-Koliwada Chawls requesting that the rents of the living rooms be reduced from Rs. 7-2 per month to Rs. 5 per month on the ground that on account of considerable unemployment and dearth of the necessary supplies they cannot meet the heavy rent. Under the second representation Mr. Jhabwala has forwarded a copy of four resolutions passed at a mass meeting of the residents of the chawls :—

(i) protesting against the action of the Trust in raising the rents,

(ii) requesting that rents be reduced to Rs. 5 per month per room,

(iii) intimating that the tenants will be constrained to refuse to pay increased rents while retaining possession of the rooms.

(3) These chawls form one of the groups of the Trust's pre-war chawls. The chawls were first occupied in the year 1910 and rents were then fixed at Rs. 4-8 per room per month by the former Board. The first increase of the rents was to Rs. 5 in 1911. Further increases were made by the Board to Rs. 5-8 from February 1921, to Rs. 5-10 from 1st April 1922, to Rs. 5-14 from 1st January 1924, to Rs. 6-10 from 1st January 1926 and Rs. 7-2 from 1st January 1927, as allowed under the Rent Act. It will thus be seen that the increase has been by small amounts and very gradual.

4. It is proposed to further increase the rent by annas eight per month from 1st January 1928 as sanctioned by the Improvements Committee under Committee's Resolution No. 672 of 6th December 1927.

5. It may be observed that the chawls are so centrally placed that the rooms would well fetch Rs. 10 per month if the rents were not restricted by the Rent Act. The rents as proposed to be charged, if compared with similar rooms in private properties, are decidedly low. The tenants, it would therefore appear, have made no good case for any reduction in the proposed rent of Rs. 7-10 per room per month."

**Resolution 23.**—Referred to the Land Sub-Committee for consideration and report.

24.

Re : Dadar-Matunga—plot 213—Surrender.

( File No. Mis. 973/27. )

Considered the following :—

(a) Letter, dated 16th December 1927, from Mr. Devidas J. Desai :—

"I beg to inform you that the agreement for lease was made out in my name. I was a mere nominee for one Bai Lilavati, widow of Hiralal Dalal. She is my sister-in-law. She wanted to erect a building for her residence, but as she was staying at Surat she caused the agreement to be made out in my name. The securities that she was possessed of have considerably depreciated and she is not in a position to erect any structure. She has been sufficiently out-of-pocket, and having regard to her circumstances, I trust, you will please relieve her from all obligations in respect of the said plot.

The agreement is made out in my name and I shall execute a deed of surrender in respect of the said plot.

Herewith I send you the letter (printed below) in original signed by the said Lilavati, widow of Hiralal Dalal, for the information of the Board."

*Letter, dated 14th December 1927, referred to in the last para above, from Bai Lilavati, widow of Mr. Hiralal Dalal :—*

"I beg to inform you that when Messrs. Desai and Bhuta applied for this plot I was possessed of some shares in Joint Stock Companies which realised a good income and which were quoted at a substantial value on account of the dividends that the same yielded. I intended that I would put up a small cottage on the plot and reside there with my three sons. The times have however changed. The shares have gone down in value so much so that it is now not possible for me to maintain even myself and my children within the income realised. I am residing at Surat. Mr. Devidas J. Desai is my brother-in-law. He was only a nominee for me. I have no means now to erect any structure.

I shall therefore be obliged if you will be pleased to place this application before the Board and relieve me from all the obligations in respect of the said plot."

(b) Estate Agent's No. 25, dated 3rd January 1928 :—

\* \* \* \* \*



3. On the expiry of the occupation period of 13 months in 1922, the applicant was allowed to stay on and hold the plot at the same rent and on the same terms and conditions, but on a monthly tenancy. He continued to pay rent upto the 7th February 1923. About this time, he started the dismantling of a portion of his shed, but the entire demolition of the whole structure and the removal of its materials were not effected until the end of April 1923. He thus remained in possession of the plot from 8th February 1923 to 30th April 1923 without paying the rent for that period, which he was bound to do, since he had not given any notice in advance for evacuating the plot.

4. From time to time, he was called upon by the divisional rent collector to pay the rents due, but evaded payment by a promise that it would be done when some dispute he had with the Trust Engineer regarding the deposit made by him for repairing the passage leading to his shed, was settled. When the demand for payment became insistent he applied to the Land Manager for the return to him of the securities lodged by him with the Trust. Thereupon he was informed under this office No. 2694 of 27th March 1926, that as he had not paid up the arrears of rent amounting to Rs. 1,018-2-2, the Government Bonds deposited by him would be sold, and that from the sale proceeds thereof, the said amount due by him to the Board would be deducted and credited to their account.

5. In spite of this warning, the applicant did not liquidate his debt though he was allowed more than a month's time to do so. Thereupon the Chief Accountant was requested by the Land Manager under his No. 3644 of 3rd May 1926 to sell the Government Bonds and from the amount so realised, with interest that had accrued thereon, to credit a sum of Rs. 1,018-2-2 to the Board's revenue, in payment of the arrears of rents. This was accordingly done and the sale proceeds with interest amounted to Rs. 1,545-2-9, out of which Rs. 1,018-2-2 was deducted and appropriated by the Board on account of the arrears due to them and the balance of Rs. 527-0-7 was left standing to the credit of the applicant which he was requested by the Chief Accountant to take away, under his No. Bk. 130 of 25th May 1926.

6. So far, the said balance has not been taken away by the applicant, but he now requests that the whole amount realised by the sale of his securities be paid to him, which it seems, in the circumstances mentioned above, he is not entitled to."

**Resolution 25.**—Mr. Karmali Kalyan should be informed that his request for the refund of the full amount realized by the sale of his deposit cannot be complied with.

26.

Re : Excesses over Budget Grants.

(1) Re : General Account Expenditure, Scheme 60, Naigaum—Other Lands and Buildings.

Considered Engineer's No. 12586, dated 30th December 1927 :—

"With reference to your letter No. W. A. 2128 of 13th December, 1927, I have to state that the Budget provision of Rs. 5,000 under 'Other Lands and Buildings,' Scheme 60, is likely to be exceeded to the extent of Rs. 1,500. This is partly due to the carrying out of special repairs to Cases Nos. 17, 69A, 96C and 100 at a cost of about Rs. 650 and partly due to heavy monsoon repairs to certain buildings, added to the fact that owing to less demolition than anticipated, the cost of maintenance has also increased. In these circumstances, I have to request that Improvements Committee's sanction to the excess may be obtained.

2. In the meantime, bills debitable to the Scheme, if any, may be paid with the provisional sanction of the Chief Officer to prevent hardship to contractors.

3. A provision of Rs. 6,500 has already been made in the Revised Budget for 1927-28, now under consideration of the Chief Officer.

4. The proposed excess expenditure may be met from the surplus cash balance."

(2) Re : Contingencies—Secretary's Department.

Considered Chief Officer's note, dated 4th January 1928 :—

"I beg to report that the provision of Rs. 27,200 made in the current year's Budget on account of Contingencies of the Secretary's Department is likely to be exceeded by Rs. 10,000. The excess is chiefly under "Stationery and Printing" and is due to the enormous increase in the work of the Committee and the Board. The excess expenditure is proposed to be met from the surplus cash balance."

(3) Re : General Account Expenditure, Scheme 56—Others Lands and Buildings.

Considered Engineer's No. 172, dated 6th January 1928 :—

"With reference to your No. W. A. 2208 of 21st December 1927, I have to state that the budget provision of Rs. 3,500 under 'Other Lands and Buildings' Scheme 56, is likely to be exceeded to the extent of Rs. 1,500. This is partly due to the carrying out of special repairs to Cases Nos. 194 and 575 at a cost of about Rs. 520 and partly to the fact that owing to less demolition than anticipated, the cost of maintenance was also increased. In these circumstances, I have to request that Improvements Committee's sanction to the excess may be obtained.

It is proposed to meet the excess expenditure from the surplus cash balance."

**Resolution 26.**—The Board should be recommended to sanction the transfer of the proposed supplementary grants from the surplus cash balance.

**27.** Re : Sale of portable Steam Engine (Engine Boiler Registry No. 4417)—for Rs. 2,500.

( Ref. C. R. 620, dated 8th November 1927. )

Considered Engineer's No. 12571, dated 23rd December 1927 :—

"With reference to the Improvements Committee's Resolution No. 620, dated 8th November 1927, communicating sanction to the offers for Marshall's Portable Steam Engine lying in our surplus stock and recommended for acceptance in this office No. 10085, dated 13th October 1927, I have the honour to inform you that the offers received through Messrs. Wm. Laws and Company, for two Portables out of Nos. 4414 to 4417 have fallen through as the customers are not coming forward to pay the cost of the engines and take delivery. Messrs. Wm. Laws and Company have, however, procured another customer for Engine-Boiler Registry No. 4417, who is offering Rs. 2,500 for the same on the basis of Rs. 250 per N.H.P.

In this connection, it may be pointed that the offers received first and sanctioned in the Improvements Committee's Resolution above referred to, *viz.*, Rs. 2,800 for each of the Portables, were given at Rs. 200 per N.H.P. on the assumption that the Engines were 14 N.H.P., the I.H.P. of each of these being 40 as per printed list for sale of the Surplus Machinery and Stores. As the latter offer was based on N.H.P., the makers Messrs. Marshall Sons and Company were referred to and they gave the N.H.P. of the particular Engine as 10. In view of this fact, the present offer of Rs. 2,500 is reasonable and it is recommended for immediate acceptance as the customer wants delivery at once.

Further, I have to point out that 5 per cent. commission will have to be paid to the selling agents on completion of the sale transaction and payment of the sale proceeds into the office of the Chief Accountant."

**Resolution 27.**—The acceptance of the offer by the Chief Officer is confirmed.

28. Re: Sydenham Road (Scheme 37)—Case No. 311—Suit to be filed for specific performance for determination as to who is beneficially entitled to the lease and who should be parties to the lease.

(File No. Mis. 418/27.)

Considered Estate Agent's No. 18922, dated 21st December 1927:—

"I have the honour to request the favour of a reference to the Improvements Committee's Resolution No. 300 of 24th May 1927 and to state that in pursuance thereof, the Trust Solicitors have obtained the opinion of the Advocate-General and have forwarded the same to this office under their letter No. U/4214 dated 6th August 1927.

2. Copies of the said letter and the opinion are forwarded herewith\* from which it will be seen that out of the three courses suggested by the Advocate-General, it is advisable to follow the 3rd course *viz.* that a suit may be filed for specific performance for determination as to who is beneficially entitled to the lease and who should be parties to the lease. This course is also approved of by the Trust Solicitors as will be seen from para 4 of their letter quoted above.

3. The Trust Solicitors have since further intimated to this office that Messrs. Mahomedally & Co. have, on behalf of the Executors of the will of the deceased Hajji Ahmed Devji and the Trustees of the Chukla Street property, undertaken to pay the Trust costs between attorney and client, if a friendly suit is filed as suggested by the Advocate-General.

4. In these circumstances, I have to request the favour of your obtaining the Improvements Committee's sanction to a suit being filed in the High Court as suggested by the Advocate-General."

**Resolution 28.**—The Chief Officer is authorised to file a suit in the High Court as suggested by the Advocate General.

29. Re: Dadar-Matunga Estate—plot 253—further extension of building period—sanction for.

(File No. Mis. 933/27. Ref: T. R. 222/25.)

Considered Estate Agent's No. 18882, dated 21st December 1927:—

"I have the honour to state that the Trustees while accepting the proposal of the former tenant Mr. Doongorsee Joshi to transfer the above plot to Dr. R. H. Bhadkamkar had sanctioned under Trustees' Resolution No. 222, dated 2nd June 1925, the extension of the building period upto 24th April 1927.

This extended building period has already expired and the new building tenant has now applied for its further extension. The ground rent has been paid upto date.

The building plans\* have been received and passed on to the Chief Officer under this office No. E. A./18468 dated the 13th instant.

I have therefore to request the favour of your kindly obtaining the Improvements Committee's sanction to further extend the building period upto 24th February 1929."

**Resolution 29.**—The proposed extension of the building period to 24th February 1929 is sanctioned.

30. Re: Dadar-Matunga—plot 787—motor garages on.

(File No. Misc. 987/27.)

Considered the following:—

(a) Trust Architect's No. 3291, dated 17th December 1927:—

"I have the honour to forward herewith plans\* received from the lessee's architects showing the two motor garages proposed to be erected on the above plot and to state that

\* Not Printed.

this being a corner plot and considering the large percentage of open spaces, the two garages may be allowed as a special case subject to the Board's usual normal conditions of Trustees' Resolution No. 296 of 27th September 1918, double rent being paid for the second garage.

The proposed washing place as shown on the plan may be allowed subject to a space of 5 feet in front of the same being paved."

(b) Estate Agent's No. 18666, dated 20th December 1927 :—

2. The undersigned concurs with the Trust Architect's recommendation and sees no objection to allowing two motor garages, as the plot is a large one; but additional ground rent will be chargeable for the same at the rate of Rs. 25 per annum for every 100 sq. feet covered by the first garage and at Rs. 50 for the second garage."

**Resolution 30.**—The proposed two motor garages are allowed subject to—

1. The Board's usual normal conditions contained in Trustees' Resolution No. 296, dated 27th September 1918.
2. The payment by the lessee of extra ground rent at the rate of Rs. 25 per annum for every 100 sq. ft. covered by the first garage and at the rate of Rs. 50 per annum in respect of the second garage.
3. The proposed washing place is allowed subject to a space of 5 ft. in front of the same being paved.

31.

Re: Dadar Matunga—plot 614—motor garages on.  
(File No. Mis. 6/28.)

Considered the following:—

(a) Trust Architect's No. 3341, dated 22nd October 1927 :—

"I have the honour to forward herewith a plan\* received from the lessee's architects, showing the motor garages proposed to be erected on the above plot and to state that this being a corner plot and in view of the situation of the garages on the large open spaces in the rear, the two garages may be allowed subject to the Board's usual normal conditions of Trustees' Resolution No. 296 dated 27th September 1918, double rent being paid for the second garage.

The proposed washing place as shown on the plan may be allowed subject to a space of 5 feet all round being paved."

(b) Estate Agent's No. 19073, dated 23rd December 1927 :—

2. The undersigned concurs with the Trust Architect's recommendation and sees no objection to allowing the two motor garages as the plot is a large one; but additional ground rent will be chargeable for the same at the rate of Rs. 25 per annum for every 100 sq. feet covered by the first garage and at Rs. 50 for the second garage."

**Resolution 31.**—The proposed two motor garages are allowed subject to—

1. The Board's usual normal conditions contained in Trustees' Resolution No. 296, dated 27th September 1918.
2. The payment by the lessee of extra ground rent at the rate of Rs. 25 per annum for every 100 sq. ft. covered by the first garage and at the rate of Rs. 50 per annum in respect of the second garage.
3. The proposed washing place is allowed subject to a space of 5 ft. all round being paved.



32. Re: Foras Road Chawls—proposal to increase the rents charged to displaced tenants to the level of the normal rents by graduated increments within a period of 2 years.

Considered Estate Agent's No. 18580, dated 17th December 1927 :—

"I have the honour to refer to the Trustees' Resolution No. 99 dated the 14th February 1922 and to state that the concessionary period of five years referred to therein has expired in the case of 213 displaced tenants out of some 289 tenants who had been given the benefit of the concessional rent. The rents now charged to these tenants vary from Rs. 6/5 to Rs. 8/1 per mensem and are required to be increased to the normal rents varying from Rs. 9 to Rs. 12 per mensem.

It is submitted that it would be a great hardship for the tenants if the rents are so increased at once and many tenants will vacate and the number of vacant rooms which is already very large will be considerably increased. It is therefore suggested that the increase to normal rents should be by six-monthly increments which would give the tenants about two years' time for the total increase.

The first increase in the case of these 213 tenants will be from 1st January 1928 and it is proposed that rents of four rooms may be increased by 7 annas each, that of three rooms by 15 annas each and that of two hundred and six rooms by 11 annas each per mensem in the first instance so that the rents now recovered may be rounded off. This increase will mean a total increase of Rs. 146-3-0 per mensem over the rents of the rooms concerned.

The subsequent increase will be at annas eight per room per mensem at intervals of six months each until the normal rent is reached.

It is requested that the proposal above given may be approved, and sanction to follow the same procedure in the case of the remaining 76 rooms as their period of five years expires, may also please be given."

**Resolution 32.**—Referred to the Land Sub-Committee for consideration and report.

33. Re: Scheme 37, Sydenham Road Estate—proposal to lay a siding to accommodate relief cars at the north end of Sydenham Road near its junction with Bhendi Bazar.

Considered Chief Officer's note, dated 3rd January 1928 :—

"The Bombay Electric Supply and Tramways Company, Limited, have asked for permission to lay a siding at the north end of Sydenham Road near its junction with Bhendi Bazar. The General Manager of the Company points out that at the present time the junction at the intersection of Parel and Sandhurst Roads is one of the busiest on their system as passengers to and from Chaupati and to and from the Docks transfer at this junction in large numbers to cars running north and south. It is difficult for the passengers, at certain times of the day, to find accommodation in through cars and the Company propose, if the construction of the siding be sanctioned, to run relief cars to the north in the evenings and special cars from the north in the mornings. It is to accommodate these cars that the siding is required.

2. There is no objection from the Trust point of view to grant the sanction asked for on the following conditions :—

- (a) the rails to be laid on the concrete bed already provided by the Trust and bolted to anchor rails embedded in the concrete. Rails to be laid level and the road surface completed with asphalt penetration; the whole surface to be maintained by the Company to the satisfaction of the Municipal Commissioner.
- (b) the Company to pay to the Trust the cost of preparing the concrete foundations for the length occupied by the siding.

- (c) the Company shall plant the poles directly against the kerb line so as to be clear of the foundations of the arcade pillars and shall support them at their cost when the foundations of arcade pillars are being laid. The Company to undertake to move the poles without claiming compensation, in the event of their being placed in front of the arch openings of the future arcade or should they interfere with any of the Trust works.
- (d) sign-boards, indicating plates, lamp brackets and such other attachments, excluding advertisements, as will not interfere with the use of the poles for tramway purposes may be fixed to the poles by the Trust or the Municipality without payment provided that notice to be given to the Company before such attachments are made and that care be observed that the work is executed in a satisfactory manner.
- (e) should necessity arise for shifting any watermains, sluicevalves, deacon meters and hydrants, manhole covers, refuges, lamp columns, etc., the cost is to be borne by the Company. The extent of these works shall be determined by the Trust or the Municipality, as the case may be, before the Company lays the sidings and estimates for the same shall be submitted to the Company for their approval before the works are taken in hand.
- (f) the whole work to be carried out and maintained as required by the Indian Electricity Act and Rules. All precautions shall be taken for the safety of and to prevent electrolysis in the various water mains crossed by the sidings.
- (g) arrangements shall be made by the Company with the Government Telegraph Department, the Gas Company, the Hydro-Electric Company, and the Telephone Company regarding the alterations to aerial lines, underground cables, gas mains or services should any such alterations be necessitated by the laying of the siding.
- (h) all water mains and drains crossed by the siding shall be adequately protected by the Company at its cost to the satisfaction of the Trust and the Municipality.
- (i) the drain boxes of points on cross-overs to be connected to adjacent storm water drains and shall not be allowed to drain into soaking pits."

**Resolution 33.**—The proposed construction of the siding is sanctioned on the conditions mentioned in para 2 of the Chief Officer's note.

34. Re : Dadar Matunga—plot 794—fixing of maximum rent for the building on.

( File No. Mis. 989/27. )

Considered Estate Agent's No. 18668, dated 20th December 1927 :—

" I have the honour to state that the above plot is one of those allotted by the Board to the Zoroastrian Building Society, Limited.

2. The building on the plot is completed and a completion certificate granted.

3. The above mentioned Society proposes to fix a maximum rent of Rs. 660 per month for the whole building as follows :—

				Rs.
<i>Ground floor—</i>				
South	...	...	...	90 per month.
North	...	...	...	85 "
<i>First floor—</i>				
South	...	...	...	} 190 "
North	...	...	...	
<i>Second floor—</i>				
South	...	...	...	} 205 "
North	...	...	...	
<i>Outhouse</i>	...	...	...	90 "
Total				... <u>660</u> "

4. As required under the terms of the Zoroastrian agreement the abovementioned amount of rent is on the basis of an annual net return of 6 per cent. on the actual total outlay on the building amounting to Rs. 81,300 and the same is, therefore, recommended for the Improvements Committee's approval and sanction."

**Resolution 34.**—The proposed maximum rents for the ground, first and second floors and the outhouse are approved.

35. Re : Dadar-Matunga—plot 793—fixing of maximum rent for the building on.

( File No. Mis. 988/27. )

Considered Estate Agent's No. 18669, dated 20th December 1927 :—

" I have the honour to state that the above plot is one of those allotted by the Board to the Zoroastrian Building Society, Ltd.

2. The building on the plot is completed and a completion certificate granted.

3. The abovementioned Society proposes to fix a maximum rent of Rs. 654 per month for the whole building as follows :—

				Rs.
<i>Ground floor—</i>				
South	...	...	...	95 per mensem.
North	...	...	...	85 "
<i>First floor—</i>				
South	...	...	...	95 "
North	...	...	...	95 "
<i>Second floor—</i>				
South	...	...	...	105 "
North	...	...	...	100 "
<i>Outhouse</i>	...	...	...	79 "
Total				... <u>654</u> "

4. As required under the terms of the Zoroastrian agreement the abovementioned amount of rent is on the basis of an annual net return of 6 per cent. on the actual total outlay on the building amounting to Rs. 80,900 and the same is, therefore, recommended for the Improvements Committee's approval and sanction."

**Resolution 35.**—The proposed maximum rents for the ground, first and second floors and the outhouse are approved.

36. Re : Dadar-Matunga North Estate—Plot No. 14—fixing of maximum rent for the building on.

Considered Estate Agent's No. 18010, dated 8th December 1927 :—

"I have the honour to state that this plot is one of those allotted to the Dakshini Brahmin Co-operative Housing Society, Ltd.

(2) The building on the above plot has been completed and a completion certificate issued.

(3) The Society above referred to propose to fix a maximum rent of Rs. 319 per month for whole building as follows :—

	Rs.
<i>Ground floor—</i>	
Two flats at Rs. 70 each per month ... ..	140
<i>First floor—</i>	
Two flats at Rs. 75 each per month ... ..	150
<i>Second floor—</i>	
Halls at Rs. 29 per month ... ..	29
<b>Total</b> ... ..	<u>319 per month.</u>

(4) As required under the terms of the Dakshini Brahmin Society's agreement with the Board which has, however, not yet been completed, the abovementioned total rent of Rs. 319 per month is on the basis of a net annual return of 6 per cent. on the actual total outlay of Rs. 39,900 on the building and is, therefore, recommended for the Improvements Committee's approval and sanction."

**Resolution 36.**—The proposed maximum rents for the ground, first and second floors are approved.

37. Re : Dadar-Matunga—plot 689—insertion in the draft lease of a covenant relieving anyone of the Trustees of personal liability should he cease to act as a Trustee—sanction for.

(File Mo. Mis. 942/27.)

Considered Estate Agent's No. 17684, dated 2nd December 1927 :—

"I have the honour to state that the above plot is one of those plots agreed to be leased to the Zoroastrian Building Society, who have sub-leased the same to the Trustees of the Parsi Panchayet.

Comparative statement of tenders invited under E.R.O. No. 11371 of 21st November 1927, for the sale of 2 one-ton lorries and two motor cycles. Received by the Chief Accountant on Tuesday the 29th of November 1927 and opened by the Chief Officer on Wednesday the 30th November 1927.

No.	Name of Tenderer.	Lorry No. 3051.	Lorry No. 3052.	Henderson Combination.	Indian Combination.	Total where quotation is given for all.	Remarks.
		Rs.	Rs.	Rs.	Rs.	Rs.	
1	Messrs. James and Giewann ...	250	...	...	...	...	Which particular lorry is not stated. Wish to purchase only one lorry.
2	Mr. Vaman Vishnu Vaidya ...	360	...	...	...	...	Which particular lorry is not stated. Offer for one lorry subject to getting the lorry quite ready and in running order.
3	Mr. Suleman A. Rahiman ...	225	225	125*		575	Remarks that all his offers or at least some one will be accepted.
4	Mr. Mahomedbhai Esoofbhai ...	265	250	50	50	615	Name of tenderer No. 17 from the list to whom circular was sent is different from the actual tenderer against whose name this tender is ticked off in the Secretary's Office.
5	Mr. Husain Karamali ...	250	250	...	...	...	Both the lorries for Rs. 500 or Rs. 250 each. The Secretary's Office has made a note against No. 22 from the list that Mr. Hussain Karmali has tendered on behalf of Mr. Haji Deoji.
6	Mr. Krishnaji R. Padhye ...	No. 2 has particular	300	...	...	...	Offers the prices if the lorries are in complete order.
7	Mr. Khoja Karimbhai Khorji ...	275	245	50	50	620	Tenderer not on the list but sent the tender from private information.

\* For both the combinations.

**Resolution 38.**—The offers recommended by the Engineer are approved.

39. Re: Scheme 29, Nowroji Hill Estate—trimming of the set-back land along Jail East Road between Roads Nos. 1 & 2 and paving of footpaths in front of plots 134 & 138—sanction for.

(File No. Mis. 995/27.)

Considered Engineer's No. 12435, dated 21st December 1927:—

"I have the honour to inform you that the architect for plot No. 134, Scheme 29, requested this department to pave the footpath abutting on plot No. 134 in his letter, dated 8th April 1926 (printed below). This department started correspondence with Municipality re: cost of constructing Road work on the set-back land of Jail Road. The allocation of cost of re-construction of Jail Road East has now been settled and the Municipality is going to take up this work in 1928-29 (*vide* Municipal Executive Engineer's letter No. 1/C of 22nd August 1927, printed below).

The work of footpath is, however, to be done by this Department and since the Municipality has sent us a plan\* (*vide* copy\* of Municipal letter 1/C. of 14th November 1927, showing proposed levels of this Road, I propose to do the work of trimming the set-back land in the above area and pavement of footpaths of plots Nos. 134 and 138.

The cost of this work will be Rs. 2,180 and this will be met with from the grant for the bifurcation of Road No. 4.

I shall take care that the budget grant for this Scheme is not exceeded."

*Copy of letter No. 241 dated 8th April 1926, from the Architect for plot No. 134, Scheme 29 referred to above, addressed to the Chief Engineer, Bombay Improvement Trust—*

Re: Building on plot No. 134, Nowroji Hill Estate owned by Mr. Ebrahim Pardhan.

"I beg to inform you that building on the above plot has been completed long ago and has been occupied but the footpaths in front of this building both on main road and 40 ft. side road have not yet been paved.

I have therefore to request you to please issue early instructions to have the same paved as the tenants are much inconvenienced without a proper footpath."

*Copy of letter No. 1/C of 1927-28, dated 22nd August 1927, from the Executive Engineer, Bombay Municipality, addressed to the Ag. Engineer to the Board, Bombay Improvement Trust.*

*Subject:—Permanent construction of Jail Road East.*

"In continuation of this office letter No. E. R. 1/C of 8th July 1927, I have the honour to say that the estimate for making up the road has been prepared and is being forwarded to the Corporation for sanction. Provision for the work will also be made in the Loan Works Budget estimates for the year 1928-29, and if it is sanctioned by the Corporation the work will be taken in hand in April or May 1928.

You should, therefore, make provision for providing kerb line alongside the road in your charge, before the reconstruction work is started by this Department."

**Resolution 39.**—The proposed expenditure of Rs. 2,180 is sanctioned.

40. Re: Establishment—Estates & Valuation Department—Mr. D. N. Bamji, Chief Clerk—advance increments to.

Considered Chief Officer's note, dated 22nd December 1927:—

"Mr. D. N. Bamji was appointed to act as Chief Clerk and Accountant on a pay of Rs. 300 in the grade of Rs. 300-20-400 from 1st December 1926, the date when Mr. Wadia proceeded on leave preparatory to retirement. On the retirement of Mr. Wadia on 1st April 1927, the post of Chief Clerk and Accountant was split up into two posts (1) Chief Clerk and (2) Accountant of Rs. 250-20-350 each, and Mr. Bamji was appointed as Chief Clerk on a starting salary of Rs. 290 (one of the stages of the post) plus a personal allowance of Rs. 10. Thus he has been drawing Rs. 300 from 1st December 1926. The Estate Agent proposes to grant him Rs. 310, abolishing the personal allowance from 1st December 1927. Since the new grade of Rs. 250-20-350 was created from 1st April 1927, service for the purpose of increment should count as from that date but as Mr. Bamji has been on Rs. 300 for a year, it is proposed to grant him an increment of Rs. 10 from 1st December 1927. The sanction of the Committee is requested."

**Resolution 40.**—The sanction asked for is granted.

41. Re: Establishment—Estates & Valuation Department—permanent conveyance allowance of Rs. 10 per month to two audit clerks for checking rent registers of Trust Chawls maintained in the Chawls.

Considered Estate Agent's No. 18638, dated 19th December 1927:—

"I have the honour to request the favour of your obtaining the sanction of the Improvements Committee to the grant of a permanent conveyance allowance of Rs. 10 each per mensem with effect from the 12th instant to the two Audit Clerks of my office who are required to check the rent registers of the Trust Chawls which are maintained at the Chawls.

The registers were transferred to the Chawls in January last. The Accountant with the assistance of one clerk visited the Chawls out of office hours. But these visits could not be made regularly nor did the arrangement bring forth satisfactory results.

There are 7 record centres and 23 Chawl registers which have got to be regularly and systematically audited. The work has therefore been distributed at present between two clerks with instructions to visit Chawls daily between 11 A.M. and 2 P.M. (except on Saturdays) and to attend head office thereafter.

The work involves travelling, and the allowance of Rs. 10 each proposed is reasonable in view of the clerks having to visit daily more than one centre."

**Resolution 41.**—The grant to the two clerks of a conveyance allowance of Rs. 10 per month each is sanctioned.

2. The Schedule of establishment should be amended accordingly.

42. Re: Dadar-Matunga Estate—Plot No. 253—Permission for the encroachment of bay windows on the front and side open spaces.

Considered Report No. 6 of the Works Sub-Committee, dated 21st December 1927:—

"We have considered the plans of the building proposed to be erected on this plot. The building tenant asks for permission for the encroachment of three bay windows on the compulsory open spaces. We recommend that the proposed encroachment which represents an increase of nearly 4% over the sanctioned building area be allowed on payment of an additional ground rent of Rs. 16 per annum.

**Resolution 42.**—The Report of the Works Sub-Committee is approved and adopted.

43. Re : 40' Road through Tulsirampada area joining Arthur Road and 120' Eastern Avenue—aspalting of and lighting arrangements—sanction for.

Considered Engineer's No. 11513, dated 24th November 1927 :—

"I have the honour to inform you that the carriageway of the above road is completed with 3" water bound metalling and S. W. and P. S. drainage arrangements.

The Municipality has been addressed to take over the drainage arrangements.

The 3" asphalt macadam and lighting arrangements were not provided for in the original budget for this year, but since the Municipality is re-constructing Arthur Road, I think it advisable to complete the carriageway of this road in order that it may be handed over to the Municipality for further maintenance as early as possible

The original budget grant for this scheme provides about Rs. 41,000 for the portion of Eastern Avenue in front of the Maruti's temple in case No. 66. Since this work is not likely to be started during the current year, I have to request the favour of your orders if the asphalt macadam of the above 40 ft. Road and the lighting arrangement which would cost about Rs. 7,000 can be carried out against this grant by reappropriation."

**Resolution 43.**—The proposed expenditure of Rs. 7000 approximately is sanctioned.

44. Re : Chief Officer's Report, dated 16th December 1927, on the notice of motion, dated 14th November 1927, by Mr. Hoosenally M. Rahimtoola, B.A., re : advertisement of Trust plots approved under C. R. 661, dated 22nd November 1927.

"With reference to Committee's Resolution No. 661, dated 22nd November 1927,

That the Chief Officer be requested to report :—

- (1) whether the Improvement Trust is advertising its plots of land,
- (2) If so,
  - (a) in what papers ?
  - (b) at what rates and terms ?
  - (c) the total cost ?
  - (d) whether the sanction of the Committee has been obtained for the same.

adopting the notice of motion by Mr. Hoosenally, reprop-

duced in the margin, I beg to report as follows :—

Para (1)—Yes.

Para (2)—(a) and (b) :—

1. *Jam-e-Jamshed* : Six annas per line in ordinary column and three annas per line in special short column.
2. *Nava Kal* : Six annas per line for first insertion and three annas per line for second insertion.
3. *Akbar-i-Islam* : Four annas per line in ordinary column and two annas per line for additional insertion.
4. *Sanj Vartman* : Six annas per line in ordinary column and four annas per line in special short column and two annas per line for additional insertions.
5. *Times of India* : In ordinary column per inch Rs. 8 for first insertion, Rs. 6 for second insertion, Rs. 5 for third insertion, Rs. 4 for fourth insertion and Rs. 4 for fifth insertion.

In Special column—First 24 words at Rs. 2 and Rs. 0-1-6 for every additional word thereafter.



6. *Khilafat* : Six annas per line in ordinary column and for second insertion half rate, *i.e.*, three annas.
  7. *Bombay Samachar* : Six annas per line in ordinary column and four annas per line in special short column and two annas for additional insertions.
  8. *Kaiser-i-Hind* : Three annas per line in ordinary column.
  9. *Bombay Chronicle* : In ordinary column per inch Rs. 7-8-0 for first insertion, Rs. 5-8-0 for second insertion, Rs. 4-8-0 for third insertion, Rs. 3-8-0 for fourth insertion and Rs. 3-8-0 for fifth insertion.  
In special short column—At half anna per word.
  10. *Indian Daily Mail* : In ordinary column per inch—Rs. 8 for the first insertion, Rs. 6 for the second insertion, Rs. 5 for the third insertion, Rs. 4 for the fourth insertion and Rs. 4 for the fifth insertion.
  11. *Indian National Herald* : Not known—Bill awaited.
  12. *Property Market* : Rs. 40 per full page.
- Para (2) (c)*—The total cost from April to November 1927 amount to Rs. 591.
- Para (2) (d)*—The advertisement charges are sanctioned by me and the sanction is tabled."

**Resolution 44.**—The Chief Officer's report should be recorded.

45

Re: Scheme 56 Dharavi—withdrawal from acquisition of certain lands—  
Government sanction.

Read Government Resolution, General Department No. 5500, dated 1st December 1927:—

"Letter from the Chief Officer Bombay Improvement Trust, No. Misc. 598/25, dated the 18th November 1927:—

'I have the honour to invite reference to Government Resolution No. 10201, dated 28th November 1919, in the General Department, according sanction to this Scheme and to Government Resolution No. 10421, dated the 2nd December 1919, in respect of the acquisition of the lands included therein.

2. In view of the change in circumstances which has taken place since the scheme was sanctioned, the Trustees have altered the scheme by the exclusion therefrom of properties having an aggregate area of about 7,05,457 sq. yds. and have resolved that Government should be requested to instruct the Land Acquisition Officer to withdraw from the acquisition of the properties included in Schedule A to the Special Sub-Committee's Report, a copy of which is forwarded herewith.

3. I have the honour therefore to request Government to be good enough to instruct the Land Acquisition Officer to withdraw from the acquisition of the properties referred to.'

**RESOLUTION:—**The proposed withdrawal is sanctioned."

SCHEDULE A.  
Lands proposed to be excluded.

Case No.	Area. Sq. Yds.	Description.	Remarks.
<i>North of Dharavi Road</i>			
192	21,218	} Tannery.	
192A	3,356.44		
196	6,538.61	Rewa Fort.	
197	28,358	Tannery.	
199	1,592.55	Passage.	
200-200A	6,562.10	Tannery.	
202	418	Drain.	
579	10,510	Vacant Land.	
583	4,299.55	Tannery.	
584	15,409.89	Do.	
585	11,699.33	Do.	
586	10,940	Do.	
588	9,700	Do.	
590	10,994.89	Do.	
591	10,692.66	Do.	
592	10,973.11	Do.	
593	36.44	Foreshore Land.	
594	8,490.44	Tannery.	
595	10,871.55	Land with godowns and Chawls.	
595A	343	Vacant Land.	
595B	126	Do.	
596	91.55	Land with temple.	
597	92.44	Vacant Land.	
598	21	Land with Police Chowky.	
599	4	Land with cross.	
600	37	Vacant Land.	

Case No.	Area Sq. Yds.	Description.	Remarks.
<i>North of Dharavi Road—contd.</i>			
601	59	Land with building.	
602	53'77	Do.	
603	93'33	Do.	
604	64'88	Vacant Land.	
605	72'88	Do.	
606	20'66	Land with shed.	
607	39'33	Land with building.	
608	242'88	Do.	
609	40'88	Do.	
610	416'11	Do.	
611	35'55	Land with shed.	
612	20	Vacant Land.	
613	163'66	Land with building.	
614	28'66	Land with shed.	
615	175	Land with building.	
616	184	Do.	
617	350	Do.	
618	82'38	Do.	
619	144'66	Do.	
619A	4	Water sink.	
620	92	Land with building.	
620A	126	Do.	
620B	107'72	Do.	
620C	62	Do.	
620D	60	Do.	
620E	54	Do.	
620F	26	Do.	



Case No.	Area Sq. Yds.	Description.	Remarks.
<i>North of Dharavi Road—contd.</i>			
641	63'33	Land with building.	
642	80	Do.	
643	150'11	Do.	
644	94	Do.	
645	133'55	Do.	
646	94'33	Do.	
647	73'66	Do.	
648	61'45	Do.	
649	75'66	Do.	
650	61'11	Do.	
651	163'11	Do.	
652	94'77	Do.	
653	50'11	Do.	
654	91'88	Do.	
655	175'77	Do.	
656	57'55	Do.	
657	124'22	Do.	
658	61'66	Do.	
659	48'22	Do.	
660	59'55	Land with structure.	
661	71'77	Land with building.	
662	71'88	Do.	
663	33'22	Land with shed.	
664	106	Land with building.	
665	154'44	Do.	
666	139'55	Do.	
667	45'22	Do.	

Case No.	Area Sq. Yds.	Description.	Remarks.
<i>North of Dharavi Road—contd.</i>			
668	58'88	Land with building.	
669	128'66	Do.	
670	32'22	Do.	
671	57'66	Land with shed.	
672	64'33	Land with building.	
672A	39	Vacant Land.	
672B	42	Do.	
673	66'77	Land with building.	
674	28	Land with shed.	
675	27'88	Do.	
676	111'22	Land with building.	
677	58'22	Do.	
678	104'55	Do.	
679	34'84	Land with shed.	
680	82'77	Land with building.	
681	103'44	Do.	
682	98'55	Do.	
683	122	Do.	
684	199'11	Do.	
685	102'66	Do.	
686	78'11	Do.	
687	96	Do.	
688	58'66	Land with shed.	
689	35'11	Do.	
690	69'33	Land with building.	
691	66'33	Vacant Land.	
692	26'22	Land with shed.	
693	165'88	Land with building.	
694	67'77	Do.	

Case No.	Area Sq. Yds.	Description.	Remarks.
<i>North of Dharavi Road—contd.</i>			
641	63'33	Land with building.	
642	80	Do.	
643	150'11	Do.	
644	94	Do.	
645	133'55	Do.	
646	94'33	Do.	
647	73'66	Do.	
648	61'45	Do.	
649	75'66	Do.	
650	61'11	Do.	
651	163'11	Do.	
652	94'77	Do.	
653	50'11	Do.	
654	91'88	Do.	
655	175'77	Do.	
656	57'55	Do.	
657	124'22	Do.	
658	61'66	Do.	
659	48'22	Do.	
660	59'55	Land with structure.	
661	71'77	Land with building.	
662	71'88	Do.	
663	33'22	Land with shed.	
664	106	Land with building.	
665	154'44	Do.	
666	139'55	Do.	
667	45'22	Do.	

Case No.	Area Sq. Yds.	Description.	Remarks.
		<i>North of Dharavi Road—contd.</i>	
668	58'88	Land with building.	
669	128'66	Do.	
670	32'22	Do.	
671	57'66	Land with shed.	
672	64'33	Land with building.	
672A	39	Vacant Land.	
672B	42	Do.	
673	66'77	Land with building.	
674	28	Land with shed.	
675	27'88	Do.	
676	111'22	Land with building.	
677	58'22	Do.	
678	104'55	Do.	
679	34'84	Land with shed.	
680	82'77	Land with building.	
681	103'44	Do.	
682	98'55	Do.	
683	122	Do.	
684	199'11	Do.	
685	102'66	Do.	
686	78'11	Do.	
687	96	Do.	
688	58'66	Land with shed.	
689	35'11	Do.	
690	69'33	Land with building.	
691	66'33	Vacant Land.	
692	26'22	Land with shed.	
693	165'88	Land with building.	
694	67'77	Do.	



Case No.	Area Sq. Yds.	Description.	Remarks.
<i>North of Dharavi Road—concl'd.</i>			
695	35'11	Land with shed.	
696	87'11	Land with building.	
697	77'11	Do.	
698	39'33	Land with shed.	
699	56'44	Land with building.	
700	184'66	Do.	
701	129'55	Do.	
702	89	Vacant Land.	
703	52	Land with building.	
704	1,840	Vacant Land.	
705	75,205	Foreshore Land.	
706	48,656	Do.	
706A	26,851	Do.	
707	7,139'22	Land with buildings and godown.	
707A	2,868'77	Vacant Land.	
709	1,51,637'33	Foreshore Land.	
709A	27,825	Do.	
<i>South of Dharavi Road.</i>			
70	13,384'88	Flour Mill.	
71	900	Compound.	
106	12,793	Tannery.	
144-144A	12,436	Do.	
145	14,351	Do.	
146-146A	30,075	Do.	
146B	3,291	Do.	
147-147A	2,737	Chawl and godowns.	
148	10,313	Tannery.	

Case No.	Area Sq. Yds.	Description.	Remarks.
<i>South of Dharavi Road—concl'd.</i>			
148A	1,137.80	Vacant Land between two tanneries.	
150	73	Sluice House.	
151 part	24,231	Tannery.	
152	3,978	Do.	
153-153A	4,843.33	Do.	
154A	127.66	Passage to tannery in case No. 153.	
155	4,054	Tannery.	
158B	432	Temple.	
164A	103	Do.	
180	1,395	Pipe Line.	
180A	129	Do.	
181	1,026	Passage.	
183	1,804.55	Land with building.	
184	519	Passage.	
185	868	Land with building.	
187	843	Do.	
187A	1,690	Do.	
188	3,511	Do.	
206-206A	2,704	Passage.	
206B	115	Municipal stand pipe.	
209	835	Church.	
213	785	Land belonging to temple in case No. 214.	
214	739.80	Temple.	
448	232	Do.	
186	<u>705.457</u>		

**Resolution 45.**—Government Resolution No. 5500, dated 1st December 1927, should be recorded.

46. Re : Dadar-Matunga—plots 631 A and 631 B—variation of layout.

(File No. Mis. 908/27.)

Considered the following :—

(a) Trust Architect's No. 3026, dated 15th November 1927 :—

"I have the honour to forward herewith a block plan\* showing hatched in red a small portion of the building area proposed to be extended for Plots Nos. 631 A and 631 B and also an eighth scaled ground floor plan showing the proposed extension coloured in red for the building on Plot No. 631 A, received from the architect as per his letter dated 8th November 1927.

Plans for the building on Plot No. 631 A which is under construction have been recently sanctioned as per Plans Sub-Committee's Resolution No. 99 of 23rd August 1927. It is proposed to have a bath room and a verandah giving access to the same on all the floors by having an encroachment of 6 feet in width beyond the boundary line of the building area.

The plans are in order and may be approved subject to extra rent being paid in proportion to the additional area gained for both the plots.

It may be pointed out that the lessees of both the Plots, Nos. 631 A and 631 B have agreed to pay extra rent as stated in the above letter as well as in Architect's letter dated 14th instant (copy\* attached).

Sanctioned set of plans\* accompanies for reference and favour of return when done with."

(b) Estate Agent's No. 16937, dated 22nd November 1927 :—

“\* \* \* \* \*

2. Under the proposal, the sanctioned floor area of the building on plot No. 631 A will be increased from 2583 sq. ft. to 2673 sq. ft. which is an increase of about 3½%. The ultimate ground rent of Rs. 508 will therefore be increased by 3½% which will amount to an additional rent of Rs. 16 per annum.

3. Similarly in the case of plot No. 631 B the sanctioned floor area of the building will be increased from 2330 sq. ft. to 2420 sq. ft. which is an increase of about 3.86%. The ultimate ground rent of Rs. 420 will therefore be increased by 3.86% which will amount to an additional rent of Rs. 16 per annum.

4. The undersigned concurs with the Trust Architect's recommendations and it is suggested that the extra rent of Rs. 16 per annum for each plot may please be charged on account of the proposed encroachment."

(c) Estate Agent's No. 150 dated 5th January 1928 :—

“\* \* \* \* \*

2. A letter has now been received from the Zoroastrian Building Society saying that they are willing to pay the increased rents for these 2 plots."

**Resolution 46.**—The proposed encroachment is allowed subject to the lessees of each of these plots agreeing to pay an extra rent of Rs. 16 per annum.

47. Re : Statements showing outstanding reports from the Chief Officer called for by the Improvements Committee and References pending before Sub-Committees.

**Statement A**

Showing the Resolutions passed by the Committee asking for reports from the Chief Officer.  
( *Vide* Committee's Resolution No. 197, dated 5th April 1927.)

Committee's Resolution No. and date.	Subject.
126, dated 10th Aug. 1926.	<p>Notice of motion by Mr. K. F. Nariman, B.A., LL.B. :—</p> <p>That the Chief Officer be requested to report—</p> <p>(a) The total expenditure per mensem incurred by the Bombay Improvement Trust in maintaining the Tribunal of Appeal.</p> <p>(b) How many cases have been disposed of by the Tribunal since the transfer and how many are pending ?</p> <p>(c) How often does the Tribunal meet in a week and on what days and for how many hours ?</p> <p>(d) What is the average payment per working hour to the President of the Tribunal and what is the expenditure per case since the transfer ?</p> <p>(e) Whether it would be more economical without adversely affecting the efficiency to pay fees per every working hour to the President and whether the Improvements Committee through the Board should make such recommendation to the Government.</p>
217, dated 28th Sept. 1926.	<p>Notice of motion, by Mr. Hoosenally M. Rahimtoola, B.A. :—</p> <p>That the attention of the Chief Officer be invited to the advertisement, dated the 10th September 1926, appearing in the local newspapers inviting applications for the post of the Trust Engineer and he be requested to report at an early date :—</p> <p>(1) What are the reasons for the delay of 4 months in issuing the advertisement when the Board's Resolution on the subject was passed on the 17th May 1926.</p> <p>(2) Why the terms have not been placed before the Committee for their approval.</p> <p>(3) Whether he and the Municipal Commissioner have come to any arrangement for the reorganization of the Municipal and Trust Engineering Departments as required by Corporation Resolution No. 1813, dated 12th May 1926.</p> <p>(4) Whether in view of the curtailment of the activities of the Trust such a highly salaried post is necessary, especially as the post of the Municipal Executive Engineer carries a salary of Rs. 1,200—2,000 only, and</p> <p>(5) Whether it would not be advisable to abolish the post or to reduce the salary thereof.</p>

Committee's Resolution No. and date.	Subject.
296, dated 7th Dec. 1926.	Gratuity to staff—to furnish concrete cases comparing the benefits which would accrue to the staff under Trust rules and the Municipal rules respectively.
358, dated 15th June 1927.	Scheme 32, Agripada—nuisance by Pathans on footpaths and on vacant land in Souter Street (encroachment between plot 15, East Agripada and Case 67). (Reference C. R. 185, dated 16th September 1926.)
415, dated 13th July 1927.	Establishment—Notice of motion by Mr. Hoosenally M. Rahimtoola—  That the Chief Officer be requested to prepare a list showing the names of officers and servants of the Trust on the lines of the Bombay Municipal list.
451, dated 2nd August 1927.	Three-room tenements—Scheme 5—application from tenants for provision of lights in staircases, passages and rooms.
483, dated 29th        „	Public gardens and playgrounds—Board's Resolution No. 74, dated 12th August 1927, <i>re</i> : letter, dated 3rd May 1927, from the President of the 5th session of the Parel Conference drawing special attention to their resolution 7 regarding provision of.
503,        „        „	Notice of motion by Mr. Hoosenally M. Rahimtoola, B.A., <i>re</i> : Worli Road.
504,        „        „	Notice of motion by Mr. Hoosenally M. Rahimtoola, B.A., <i>re</i> : the differences between the methods of asphaltting roads by the Trust and the Municipality and the advisability of adopting the same method and standard by both the bodies.
542, dated 20th Sept. 1927.	Notice of motion by Dr. A. G. Viegas, L.M. & S., <i>re</i> : percentage of the cost of Management and Establishment on all works and also regarding the increase in the percentage of the cost of the Engineering Establishment to cost of works since 1923-24.
564, dated 27th Sept. 1927.	Notice of motion by Mr. L. R. Tairsee asking for report, <i>re</i> action to be taken with regard to write-off of irrecoverable arrears of revenue and pending disposal of this question, the grant of gratuity to Land Manager be postponed.
580, dated 4 Oct. 1927.	To report about the desirability of planting trees and laying out a garden on a strip of Trust Land in Churchgate Street near the Gokhale and Montagu Statues.
603, dated 18th Oct. 1927.	Notice of motion by Dr. A. G. Viegas, <i>re</i> : Scheme 56, Dharavi—whether any portion of the land was filled in at the request of Government and if so, on what terms and conditions.

Committee's Resolution No. and date.	Subject.
653, dated 22nd Nov. 1927.	Complaint regarding water-supply to 3rd floor of Block I, Scheme 62, Love Lane Chawls.
667 dated 6th Dec. 1927	Draft amendment of the Rules <i>re</i> : Gratuity under section 110 (2) of the Act to be framed and submitted to the Board for approval.
688 " "	Notice of motion by Dr. Accacio G. Viegas L.M.&S. <i>re</i> : strength of staff on the Secretary's & Chief Accountant's sides of the Secretary and Chief Accountant's Department.

**Statement B.**

Showing outstanding references pending before Sub-Committees.

( Vide Committee's Resolution No. 197, dated 5th April 1927. )

Committee's Resolution No. and date.	Subject.	Referred to.
89, dated 13th July 1926.	Adoption of the Municipal rules and regulations as regards pay, leave, gratuity and provident fund to the Improvement Trust staff.	Finance and Establishment Sub-Committee.
259, dated 2nd Nov. 1926.	Amalgamation of the Trust with Corporation.	Do.
86, dated 8th Feb. 1927.	Regarding payment of salary to the clerical and inferior staff according to the scale in vogue in the Municipal Corporation.	Do.
173, dated 29th Mar. 1927.	Stores in Stock Account—Regularising of short postings made by the Engineering staff on the works.	Do.
216, dated 12th April 1927.	Cost of Management and Establishment—Note by the Examiner, Outside Audit.	Do.
234, dated 19th April 1927.	Notices of motion by Dr. Viegas:— That the Board are of opinion that the following points should be borne in mind in effecting retrenchment:—	Do.
	(1) That the Engineer's Office should be transferred from Matunga to the Head Office.	
236, dated " " "	(2) That the Drawing Sections under the Engineer and the Amalgamated Departments of Land Manager and Estate Agent should be amalgamated.	Do.
151, dated 19th Aug. 1926.	Notice of motion by Mr. Rajaram K. Vaidya regarding the abandonment of the Worli-Koliwada Scheme.	Land Sub-Committee.
156, dated " " "	Notice of motion by Dr. E. Moses regarding improvement of Kamatipura District.	Do.
153, dated " " "	Notice of motion by Mr. B. B. Palwanker regarding the construction of two or three room tenements or cottage system blocks for the use of lower-middle classes.	Works Sub-Committee.
105, dated 20th July 1926. 155, dated 19th Aug. 1926. 158, dated " " "	Notices of motion by Messrs. Dumasia, Meyer Nissim and Hoosenally M. Rahimtoola, regarding Dharavi Scheme.	Special Sub-Committee, appointed under C.R.105/26
265, dated 2nd Nov. 1926.	Notice of motion by Dr. S. S. Batliwala that, in view of the petition from the residents of Dadar Parsee Colony, the layout of the circle at the junction of Kingsway and the road leading to the Dadar Overbridge should not be proceeded with.	Special Sub-Committee appointed under C. R. 265/26.

Committee's Resolution No. and date.	Subject.	Referred to.
252, dated 4th May 1927.	Establishment—Bringing the post of Chief Officer on to the Schedule of Establishment.	Finance and Establishment Sub-Committee.
257, dated " " "	Dharavi Scheme—Letter from the President of the Dharavi Kolis' meeting complaining against the budget provision in 1927-28 for the acquisition of properties in.	Special Sub-Committee appointed under Committees' Resolution No. 105, dated 20th July 1926.
258, dated " " "	Worli Koliwada Scheme—Letter from Pedro Pawshaw Patil and other Patils of Worli Koliwada complaining against the provision made in the Trust budget estimate for 1927-28 for the acquisition of properties in.	Land Sub-Committee.
259, dated " " "	Provident Fund Rules—Notice of motion by Mr. Hoosenally M. Rahimtoola regarding the rate at which Provident Fund moneys should be remitted to England.	Finance and Establishment Sub-Committee.
295, dated " " "	Establishment—Engineer's Department—Proposal for reducing the staff due to curtailment of Trust programme of works.	Do.
326, dated 31st May 1927.	Sewri Quarry—Profit and Loss account on the working of the quarry for the year 1925-26.	Works Sub-Committee.
379, dated " " "	Notice of motion, dated 14th June 1927, by Mr. L. R. Tairsee that the present "War Allowances"—a term now a misnomer—paid to Trust staff be merged in the salaries.	Finance and Establishment Sub-Committee.
391, dated 5th July 1927.	Love Lane Chawls—the question of lighting passages and other places in.	Land Sub-Committee.
399, dated 7th " "	Septic tanks and filter beds at Dadar-Matunga—further report.	Works Sub-Committee.
402, dated " " "	Write off of irrecoverable rents—Audit objection by Examiner, Outside Audit.	Finance & Establishment Sub-Committee.
480, dated 23rd Aug. "	Audit to be carried out by the Government Auditors—extent of.	Do.
484, " " "	Board's Resolution No. 75, dated 12th August 1927, <i>re</i> : notice of motion, dated 12th May 1927, by Messrs. P. G. Sahasrabudhe and others, <i>re</i> : Hindu Maruti temple at Byculla.	Land Sub-Committee.
485, " " "	Do. No. 76, dated 12th August 1927, Do. <i>re</i> : temple of 'Mari Ai'.	Do.
498, dated 30th Aug. 1927.	Financial Transactions in July 1927 ...	Finance and Establishment Sub-Committee.
499, " " "	Pension—treatment of temporary service of the Establishment under the Land Acquisition Officer.	Do.



Committee's Resolution No. and date.	Subject.	Referred to.
517, dated 6th Sept. 1927.	Notice of motion, dated 1st September 1927, by Dr. A. G. Viegas, L.M. & S., <i>re</i> : filling of the post of Deputy Estate Agent.	Do.
518, " "	Notice of motion by Mr. Hoosenally M. Rahimtoola, B. A., <i>re</i> : Quorum.	Do.
539, dated 20th Sept. 1927.	Establishment—Engineer's Department—grant of bonus to Mr. D. N. Desai, clerk.	Do.
571, dated 4th Oct. "	Letter No. O. A. 10-337, dated 12th September 1927, from the Accountant General, Bombay, <i>re</i> : write off of rents and Chief Officer's report thereon, dated 28th September 1927.	Do.
572, " "	Letter No. O. A. 10-347, dated 19th September 1927, from the Accountant General, Bombay, <i>re</i> : Gratuity Rules and Chief Officer's note thereon, dated 26th September 1927.	Do.
575, " "	Suparibang Chawls—complaint by Mr. A. G. Louzado, <i>re</i> : defective drainage and application for provision of electric lights—further report from Land Sub-Committee to be awaited.	Land Sub-Committee.
601, dated 18th Oct. "	Letter No. O. A. 10-401, dated 14th October 1927, from the Examiner, Outside Audit, regarding rate of interest on balances of Provident Fund. To go to Finance and Establishment Sub-Committee after Chief Officer's report thereon.	Finance and Establishment Sub-Committee.
609, dated 8th Nov. 1927.	Scheme 37, Sydenham Road Estate—Cases Nos. 165, 180, 185, 186—arrears of rent.	Land Sub-Committee.
628, " "	Letter No. O. A. 10-431, dated 2nd November 1927, from the Examiner, Outside Audit <i>re</i> . Temporary Establishment.	Finance and Establishment Sub-Committee.
638, dated 22nd Nov. 1927.	Exchange of land with the Acworth Leper Asylum—question of settlement of price.	Special Sub-Committee.
645, " "	Scheme 56, Dharavi (Southern portion)—Development of a portion of—as sites for milch cattle stables—question of length of lease etc.	Land Sub-Committee.
658, " "	Payment of Provident Fund to Mr. M. S. Bharucha, Land Manager and Mr. H. P. Matbar, Assistant Land Manager.	Finance and Establishment Sub-Committee.
659, " "	Transfer of the posts of Chargeman and Head Fitter on the Engineer's Establishment to the Schedule.	Do.

Resolution 47 —Recorded.

48. Re: Fatal accident to fruitseller, Jairam Babaji, in Scheme 29, Dongri Quarry, on 28th December 1927.

(File No. Misc. 14/28.)

Considered Engineer's No. 67, dated 4th January 1928 :—

"I regret to have to report that, on the 28th ultimo, during the blasting operations in the noon a small stone weighing about 1½ lb. hit a fruit seller Jairam Babaji who was sitting near the newel post of the ramp leading to the G. I. P. Railway Coy's Sandhurst Road Station, under cover of an umbrella. The injured person was removed to the J. J. Hospital by the Police, where he succumbed after a few minutes.

It appears that the deceased used to sell fruit along with two others at this portion of Chinch Bunder Road. This place being in the danger zone, the Police used to close this portion of the Road to traffic every day. On the day of this occurrence, the Police had sent away these three fruit sellers. The two others left the place but the deceased went away and returned to his post again when the stone hit him on the chest. As his umbrella was open, the deceased could not see the piece of stone in time to avoid it.

The Police thoroughly inquired into the matter and found that all the necessary precautions had been taken by this department and that the accident was due to the persistence of the deceased in sticking to his post which was in the danger zone.

The Coroner held an inquest on the 29th ultimo and gave his verdict as accidental death, exonerating this department from any responsibility in this matter."

**Resolution 48.**—Recorded.

49. Re: Notice of motion, dated 16th December 1927, by Dr. A. G. Viegas, L. M. & S.:

In accordance with the notice of motion it was—

Proposed by Dr. Viegas—

"That the Chief Officer be requested to report at a very early date, if possible at the next meeting, whether in the existing circumstances he considers that the Engineering Office should continue at Matunga."

Dr. Viegas asked for and obtained the permission of the House to alter the notice of motion as follows :—

"That the Finance & Establishment Sub-Committee be requested to expedite their report regarding the transfer of the Engineering Office from Matunga to the Head Office."

The notice of motion altered as above was seconded by Mr. Silam and was *carried*.

**Resolution 49.**—Carried.

50. Re: Notice of motion, dated 16th December 1927, by Dr. A. G. Viegas, L.M. & S. re: amalgamation of the Engineering Department with the Municipal Engineering Department—from the beginning of the Official year 1928-1929.

In accordance with the notice of motion, it was—

Proposed by Dr. Viegas—

“That the Chief Officer be requested to report whether it would not be economical and feasible to amalgamate the Engineering Department with the Municipal Engineering Department from the commencement of the official year 1928-1929.”

The Chairman ruled this notice of motion out of order.

51. The following documents were executed :—

1. *Debentures—*

Name of Holder.	Year of Loan.	Amount.	New	Old.
		Rs.		
Lt. General Shingha Shum Shere Jung Bahadur & another ... ..	1927	50,000		
Mr. Damodar Bhagwandas & another ...	1902	4,000	1	1
	1903	1,500	1	3
	1904	5,000	1	1
	Total Rs. ...	60,500	3	5

(2) *Lease & Counterpart to—*

- (i) Sir Hurkisondas Nurotamdas Hospital *re* : Plots Nos. 51 to 53, Sandhurst Road West Estate.
  - (ii) (a) Bai Pirojbai, wife of Ardeshir Burjorji Paymaster *re* : Plot No. 21A, West Chaupati Estate.  
(b) Bai Radhabai Kashinath Dalvi *re* : Plot No. 21B, West Chaupati Estate..
  - (iii) The Wesleyan Methodist Missionary Trust Association *re* : Case No. 77 Parel Road (Northern) Scheme 47.
  - (iv) Soonabai Hormasji Rustomji Engineer & another, *re*: Plot No. 661, Dadar-Matunga Estate.
- (3) *Agreement in Duplicate with Messrs. Husein Ali Tayab Ali & others, re* : Acquisition in Case No. 50, Sydenham Road Estate, Scheme 37.
- (4) *Agreement in Duplicate with Mr. Mirza Yahya, for temporary occupancy of Plot*: No. 18, Scheme 47.



# Bombay Improvement Trust.

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ESPLANADE ROAD,

Bombay, 17th January 1928,

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 3-30 P. M. (B. T.) there were—

PRESENT :

1. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E.
  2. DR. ACCACIO G. VIEGAS, L.M. & S.
  3. MR. L. R. TAIRSEE.
  4. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
  5. MR. S. L. SILAM, B.A., LL.B.
  6. MR. B. G. HORNIMAN.
  7. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
  8. MR. HOOSENALLY M. RAHIMTOOLA, B.A.
  9. MR. K. F. NARIMAN, B.A., LL.B.
  10. SIR SHAPURJI B. BILLIMORIA, KT., M.B.E.
  11. MR. S. D. SAKLATVALA.
  12. MR. R. D. BELL, C.I.E., I.C.S.
  13. MR. GANPAT KRISHNAJI BORADE.
- MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE SECRETARY WERE ALSO PRESENT.

At the outset, the Chief Officer informed the Committee that Dr. Dadachanji had sent in his resignation as a member of the Committee as his presence was required at Nasik in a Land Acquisition case and an operation had to be performed on his eyes. The Chief Officer observed that the Committee should, therefore, appoint a Chairman.

Proposed by Sir Phiroze C. Sethna, seconded by Mr. Hoosenally—

“That Sir Vasantao do take the chair.”

*Carried.*

Sir Vasantao then assumed the chair.

The minutes of the meeting held on 10th January 1928, were signed.

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1. The following letter from Dr. Dadachanji, dated 16th January 1928, was then considered as an extra item :—

“As I have to attend my Land Acquisition Cases in the District Court at Nasik, and also an operation is to be performed, on my eyes, both these things will necessitate my prolonged absence from meetings, I feel that instead of continuing a Member of the Improvements Committee, I must make room for somebody. I accordingly beg to tender my resignation as a Member of the Improvements Committee.”

The Chairman stated that the Committee would miss Dr. Dadachanji much, as his advice had been of great value.

Dr. Viegas endorsed the Chairman's views.

Mr. Hoosenally also associated himself with the Chairman.

The following resolution was thereupon moved from the Chair and carried unanimously :—

**Resolution 49A.**—Dr. Dadachanji's letter should be recorded.

2. The Committee desire to place on record their high appreciation of the work done by Dr. K. E. Dadachanji as a Trustee on the old Board and as a member of the Committee after the transfer and of the tact, firmness and courtesy with which he has discharged the arduous duties of his office as Chairman of the Committee since April last.
3. The Board should be requested to elect a member in place of Dr. Dadachanji under Section 14 of the Act.

2

Re : Scheme 31, Suparbaug Estate—plot 211—application for lease of.

(File No. Misc. 42/28.)

Considered the following :—

- (a) Estate Agent's No. 732, dated 13th January 1928 :—

“Herewith I have the honour to forward an application by Dr. A. P. Kothare for a building lease of the above plot at a rent calculated at 6% on Rs. 35 per sq. yard.

2. Taking into consideration the fact that this plot and the adjoining one have been lying vacant for some years and looking to the present condition of the land market, the rate offered appears to be fair and is recommended for acceptance.

3. The applicant undertakes to erect, for the present, a building of a ground floor only, to be used for shops, offices and godowns, residential purposes and for a dental hospital.

4. The area of the plot is about 508 sq. yards and the ground rent will amount to about Rs. 1,068 per annum.

5. The conditions on which the application is based are normal and acceptance is recommended.”

(b) Chief Officer's note, dated 13th January 1928:—

“ The rate per square yard is lower than we had hoped to obtain at one time but the land has been available for over four years and I recommend that the offer be accepted.”

**Resolution 50.**—The application is accepted.

3. Re : Motor Lorry Garage at Agripada—application for lease for 5 years.

( File No Mis. 54/28. )

Considered Estate Agent's No. 803, dated 16th January 1928 :—

“ I have the honour to state that the Trust's Garage at Agripada was vacated by the Trust Engineer as from the 1st June 1927 and it was handed over to this Department for letting out. Advertisements were put in the newspapers, but there have been practically no enquiries for the last six months.

2. I now forward herewith copies of two letters (printed below), dated the 11th and 13th instant from Messrs. Brigg Brothers & Co., Motor Car Engineers, for a 5 years' lease of the garage at a monthly rent of Rs 500, the tenants undertaking to pay all outgoings including Municipal rates and taxes and repairs, on condition that—

- (a) the Trust agree to roof over the large central open space, the tenants agreeing to pay 6% per annum on the cost of this roof to the Trust,
- (b) the place is put into good tenantable repair by the Trust, and
- (c) the lease should permit the Company to sub-let the whole or any portion of the premises at any time.

3. The area of the garage is 2,300 sq. yards, of which 1,300 sq. yards consists of a central open courtyard. On each side of the courtyard is a long corrugated iron shed open on one side, the whole accommodating about 30 lorries. There is also a small office and caretaker's quarters.

4. The amount offered will be a net rent to the Trust, as no outgoings will have to be paid from it, and it works out at roughly Rs. 15 per month for each lorry space, and Rs. 50 a month for the office and caretaker's quarters, which the undersigned considers to be reasonable.

5. It would appear that the only purpose for which these premises are suitable at the present time is that of housing motor lorries and cars, owing to the open sides of the sheds and the large central courtyard which is open to the sun and the monsoon.

6. The condition therefore that the Trust should roof this open space over will improve the letting value of these premises considerably, as they can then be used for other purposes for which they are not at present suitable. The Trust Engineer has prepared plans of the proposed new roof which necessitates certain alterations to the existing roof in order to get a better effect as one whole building. His final estimates are not ready but he informs me that the total cost will be in the region of Rs. 15,000.

7. As will be seen from the applicant's letter, the Company agree to pay to the Trust during the tenure of the tenancy, an additional ground rent calculated at 6% per annum on the cost of this new roof. The plans have been shown to and approved by the applicant.

8. The Company propose to carry out the work here of building motor car bodies and treating the same with a special patent preparation to resist weather etc. for which purpose they will require sun and rainproof premises, and should the Company vacate the same at the end of 5 years, as stated above, the Trust will be left with a much improved and more easily-let building. The undersigned sees no objection to the agreement permitting the tenants to sublet the whole or any portion of the same.

9. There is no Budget provision for this unforeseen expenditure of Rs. 15,000, but it is suggested that it may be debited against the Surplus Cash Balance.

10. It is therefore recommended that Messrs. Brigg Brothers & Co.'s offer should be accepted, and the necessary expenditure of Rs. 15,000 be carried out, on condition that the applicants pay the costs of preparing etc. the necessary agreement in duplicate for the 5 years' tenancy."

*Copies of two letters, from Messrs. Brigg Brothers & Co., referred to in para 2 above :—*

*Letter, dated 11th January 1928 :—*

"We beg to tend our formal offer to lease the Improvement Trust Garage, Agripada Estate, for a period of five years at Rs. 500 per month, on the understanding that we pay all rates and taxes.

We understand that your Board is prepared to roof over the entire premises at a further monthly rental amounting to 6% per annum of the cost of this work.

We have inspected and approved the plans for this construction and in view of the necessity of our occupying the premises by the 14th February, we shall be grateful if the matter can be dealt with as promptly as possible.

We presume that there will be no objection to a clause in the lease permitting us to sublet the whole or any portion of the premises."

*Letter, dated 13th January 1928 :—*

"With reference to your telephonic conversation this afternoon, we now beg to confirm that we are prepared to pay all outgoings including Municipal Rates, Taxes and repairs during the period of our lease.

We understand that the cost will be approximately Rs. 15,000 for the alterations to the premises and we are agreeable to pay 6% per annum on this figure.

We also confirm that we pay the cost of the agreement."

**Resolution 51.**—The offer is accepted.

2. The Board should be recommended to sanction the transfer of the proposed expenditure of Rs. 15,000 from the surplus cash balance.

4. Re : Improvement Trust Transfer Act, 1925—References to the High Court.  
(Ref. C. R. 583/27.)

Considered Government Letter, General Department No. 512A, dated 21st December, 1927 :—

"I am directed to refer to the correspondence ending with your letter No. Misc. 620-27, dated the 28th/31st October 1927, regarding References to the High Court under the Improvement Trust Transfer Act, 1925, and to request that the Improvements Committee may be informed that Government, after taking the opinion of their legal advisers on the points raised by the Committee, regret that they see no reason to rescind their orders conveyed in their Resolution No. 512, dated the 27th June 1927."



**Resolution 52.**—A deputation consisting of the following members should wait on the Hon'ble the Minister for Local Self-Government to place the case before him after obtaining the opinion of Mr. Bhulabhai Desai:—

Sir Vasantrao Anandrao Dabholkar, KT., C.B.E.

Mr. Mirza Ali Mohammed Khan, M.A., LL.B.

Mr. Hoosenally M. Rahimtoola, B.A.

5.

Re : *National Baby Week (Bombay Branch)*.

Considered letter, dated 7th January 1928, from the Chairman, National Baby Week (Bombay Branch):—

" It has been decided to hold Baby and Health Week Celebrations during the early part of this year.

The movement is so well known to the public and specially to your Committee that I need not dilate upon its merits. Our sole object is an educational propaganda for the welfare of all citizens and specially of "MOTHERS AND BABIES" in the City of Bombay.

You are probably aware of our activities in the past and you will be glad to note from our report of last year, copy\* of which I have pleasure in enclosing, that all the classes and specially the poorest visited our exhibition by the thousands and showed a considerable amount of interest.

My Committee therefore feels that their efforts have not been in vain in educating the public by means of Baby and Health Week and I have been desired by my Committee to appeal to the Bombay Improvement Trust who, they feel sure, realise the benefits and necessity of such a movement and will, they trust, grant a donation to our funds as was so kindly done last year.

Thanking you in anticipation."

**Resolution 53.**—Sanction is accorded to the payment of Rs. 500 for hire of space for advertisements and to spend Rs. 250 for preparation of models.

6.

Re : *Scheme 47, Parel Road Northern—Case No. 125—surrender.*

Considered the following :—

(a) Estate Agent's No. 557, dated 11th January 1928 :—

" I have the honour to invite reference to my report No. 3380 dated the 12th April 1927 and to the Committee's Resolution thereon dated 19th April 1927 whereby it was resolved that Mrs. Putlibai Rustomji Fardoonji Mulla should not be allowed to surrender her agreement with the Trust for the building lease of the above plot.

2. The applicant Mrs. Mulla was allowed to retain the above plot at a ground rent calculated at 4½% on Rs. 60 per sq. yard per annum giving an annual rent of Rs. 2,224, which commenced to accrue to the Trust on the 11th November 1927.

3. The applicant now requests that the Committee will reconsider her petition to be allowed to surrender, owing to her money being locked up in shares and other property which she can only realise at a loss.

\* Not printed.

4. Mrs. Mulla is willing to pay a fine of two years' ground rent amounting to Rs. 4,448, together with the cost of the necessary deed of surrender, and to pay ground rent up to the date of surrender.

5. The undersigned is of opinion that if the Committee accepted the proposal there should be no difficulty in getting rid of this plot after the expiration of the said two years at a higher rate than  $4\frac{1}{2}\%$  on Rs. 60 per sq. yard, and it is therefore considered that her request is worthy of favourable consideration.

(b) Chief Officer's note, dated 13th January 1928 :—

"When this matter came before the Committee in April last, I advised them not to agree to accept the proposed surrender. It appears, however, that Mrs. Mulla is unable to build and as she is willing to pay ground rent up to the date of surrender and fine equal to two years' rent, I recommend that the request be agreed to."

**Resolution 54.**—The applicant should be allowed to surrender the plot subject to the condition that she pays—

- (1) a fine equal to 2 years' ground rent;
- (2) the ground rent upto the date of surrender, and
- (3) the cost of the necessary deed of surrender.

7.

Re : Dadar-Matunga—Plot 218—surrender.

(File No. Mis. 31/28.)

Considered Estate Agent's No. 558, dated 11th January 1928 :—

"I have the honour to state that by a building agreement dated 6th August 1919, the above plot was agreed to be leased to Mr. Motibhai Lakhmidas at a rent calculated at  $4\frac{1}{2}\%$  on Rs. 8/8 per sq. yard.

2. The area of the plot is 1,104 sq. yards and the deposit paid is Rs. 900 in 5% Bonds 1933 and the balance of interest in the deposit account is Rs. 231-11-0.

3. Possession of the plot was given on 17th March 1922 and the building period of 36 months expired on 17th March 1925. No building plans have yet been submitted and no building work commenced.

4. The ultimate ground rent is Rs. 424. Rent commenced to accrue to the Board on 18th March 1924 and the same amounting to Rs. 318 for the 3 quarters ending 18th December 1927 is in arrear.

5. The building tenant's son Mr. Sunderji Motibhai called and stated that his father was trading as an iron merchant when he took up the plot. They closed their business two years back on account of the old age of the building tenant, and of his son being very deaf, and so unable to attend to business. In closing the business they have lost roughly to the extent of Rs. 30,000 and they now reside in their native place in the Bhavnagar State. At present they state that they are living on an income of about Rs. 400 per month derived from the rents of their other properties in Bombay. They are therefore unable to build on this plot.

6. It is therefore suggested that the building tenant should be informed that the Board will be willing to release him from his obligations under the said agreement on condition that he—

- (a) forfeits the whole of his deposit to the Board,
- (b) agrees to execute a legal surrender of his building agreement and to pay the costs of the same, and
- (c) pays ground rent upto the date of such surrender."

**Resolution 55.**—The suggestion made by the Estate Agent in para 6 of his No. 558, dated 11th January 1928, is approved.

8. Re : Excesses over Budget grants.

(1) Re : Loan of 1926—payment of Commission in respect of.

Considered Chief Officer's note, dated 12th January 1928 :—

"I beg to report that the provision of Rs. 18,300 made in the current year's Budget on account of commission to banks for payment of interest on loans is likely to be exceeded by about Rs. 350. The excess is due to no provision having been made for the payment of commission in respect of the loan of 1926. It is proposed to meet the excess expenditure from the surplus cash balance."

(2) Re : Scheme 54, Kolbhatwady—maintenance of acquired properties.

Considered Engineer's No. 333, dated 11th January 1928 :—

"With reference to your No. W. A. 2148 of 15th December 1927, I have to inform you that the budget grant of Rs. 100 in the current year's budget for General Account, Maintenance of Acquired Properties in Scheme 54, Kolbhatwady, is likely to be exceeded by Rs. 100 owing to heavy repairs carried out to the coba floors and to a portion of the ceiling planks of the roof, which were decayed, having to be renewed in the building under Case No. 30, Scheme 54.

2. Sanction of the Improvements Committee for the excess may please be obtained.
3. The proposed excess expenditure may be met from the surplus cash balance."

(3) Re : Scheme 29, Nowroji Hill Estate—Maintenance of S. P. Sheds.

Considered Engineer's No. 334, dated 11th January 1928 :—

"With reference to your No. W. A. 2148 of 15th December 1927, I have to inform you that the budget grant of Rs. 75 in the current year's budget for General Account, Maintenance of S. P. Sheds Scheme 29, is likely to be exceeded by Rs. 25 as some wooden plates of the roof, which were decayed, had to be renewed.

2. Improvements Committee's sanction for the excess of Rs. 25 may please be obtained.
3. The proposed excess expenditure may be met from the surplus cash balance."

**Resolution 56.**—The Board should be recommended to sanction the transfer of the proposed supplementary grants.

9. Re : Establishment—Engineer—Mr. T. R. S. Kynnersley—permission to give evidence before the All-India Roads Development Committee.

Considered Chief Officer's note, dated 14th January 1928 :—

"I beg to state that the All-India Roads Development Committee have invited Mr. Kynnersley to give evidence before them. He is accordingly leaving for Delhi on the 25th afternoon and will return on the 30th. The work is honorary."

**Resolution 57.**—Permission is granted to Mr. Kynnersley to give evidence before the All-India Road Development Committee.

10. Re: Establishment—Engineer's Department—Retrenchment of the post of Petty Sales and Purchasing Officer.

Considered Chief Officer's note, dated 13th January 1928 :—

"Owing to the departure of Mr. Donde on leave prior to retirement from the Board's service on abolition of the post held by him it is necessary to make arrangements for carrying on the work hitherto done by him.

2. The Engineer proposes to entrust the work to Mr. Carvalho who has been in the service of the Trust since November 1st 1908, first as a temporary clerk and latterly (*i.e.* since December 1st 1923) as a senior clerk in the grade of Rs. 125-5-175. Mr. Carvalho was on deputation as storekeeper, Worli, on Rs. 200 from 1st November 1924 to 31st October 1925 and on Rs. 225 from 1st November 1925 to 28th February 1927 and his present pay is Rs. 145. It is proposed to raise his pay to Rs. 160 per month from January 5th and to grant him a conveyance allowance of 30 per month.

3. Mr. Carvalho will be assisted by Mr. Raje a junior clerk on Rs. 95 and as a great deal more work will have to be attended to by him it is proposed to give him two increments raising his pay to Rs. 105 per month. Mr. Raje acted for Mr. Carvalho while the latter was working at Worli.

4. The saving to the Board will amount to Rs. 450 per month."

**Resolution 58.**—The proposals made by the Chief Officer are approved.

11. Re: Letter No. 10-541, dated 9th January 1928, received from the Accountant General re: salary of Trust Architect, Mr. M. Framji.

Considered Accountant General's letter No. 10-541, dated 9th January 1928 :—

"I have the honour to invite a reference to letter No. O. A. 10-481, dated the 26th November 1927, from the Examiner, Outside Audit, to the Chief Officer, Improvement Trust, and the latter's reply No. E. 387/27, dated the 13th December 1927.

2. The Chief Officer has replied that the initial pay in both the cases under reference was fixed by the Committee in the interest of work. I do not think that this answer meets the requirements of audit. For not only could the consideration mentioned by him be urged conceivably in respect of every order passed by the Improvements Committee, but, as I shall explain below, the Committee seem to have fixed the initial pay of Mr. Framji at Rs. 900 on an insufficient appreciation of the several issues involved. I, therefore, request that the matter may kindly be placed before the Improvements Committee for further consideration and their orders communicated to this office.

3. From the Examiner's letter it will be seen that a marked differentiation has been made in favour of Mr. Framji. There is nothing in the papers communicated to this office to show that in fixing the initial pay in the two cases any personal considerations were taken as the deciding factor. Whatever the differences have been ascertained point to a differentiation, if a differentiation is permissible, in favour of Mr. Sant Ram. He held his higher post in a *sub-pro-tem* capacity (which is superior to a merely acting capacity) and held it for a period long enough to enable him to reach the maximum pay (Rs. 600) and at the time of his confirmation there was no change either in his duties or in the scale of pay but only in the designation. On the other hand, Mr. Framji held his higher post merely in an acting capacity and that only for a little over a year and (what is of great importance) at the time of his confirmation the pay of the higher post had been considerably reduced by a Resolution of the Committee. Moreover, to give Mr. Framji on confirmation an initial pay of Rs. 900, based as it is on the original scale which was abandoned as excessive, is tantamount, in a measure, to restoring that excessive scale and to defeating the object for which the reduction was made.

4. In fixing the salary of Mr. Framji at Rs. 900, the Committee were no doubt guided by the Acting Chief Officer's note, dated the 30th August 1927, printed in the preamble to Resolution No. 512, dated the 6th September 1927. This note, however, appears to me somewhat misleading. In the first place, the fixing of Mr. Framji's salary at the high figure of Rs. 900 was represented as a mere formal matter. This was far from being the case as will be seen from paragraph 2 of the Examiner's letter. Next, the Acting Chief Officer proposed to fix the salary at Rs. 900 'in view of Committee's Resolution No. 309, dated the 24th May 1927, fixing the salary at Rs. 890'. This sum of Rs. 890 was however the pay allowed to Mr. Framji on the scale in force before the reduction. Besides, the pay allowed to Mr. Framji while officiating should not be taken into account in determining his substantive initial pay just as the fact that Mr. Sant Ram drawing Rs. 600 in a *sub-pro-tem* capacity was entirely disregarded when he was confirmed and allowed the substantive pay of Rs. 450 only. Finally, while the Acting Chief Officer pointed out that under the Trust Rules a salary of not more than Rs. 650 was admissible, he went on to propose the higher rate of Rs. 900 as if no difficulty or principle were involved. The Rules referred to have been made by the Board and there is nothing either in these Rules or in the Trust Transfer Act empowering the Committee to relax them. In this connection, attention is invited to the Committee's Resolution No. 88, dated the 8th February 1927, in which a relaxation of the Trust Rules previously approved of by the Committee was cancelled at my instance. For the purpose of salary audit, when the pay of a post is altered, the post is considered to be a new one so that under Rule 28 of the Trust's Service Rules the pay of Mr. Framji on confirmation in the new scale of 650-50-1200 should be fixed at the minimum stage, *viz.*, Rs. 650, in the same way as the pay of Mr. Sant Ram was fixed at Rs. 450 on the scale of Rs. 450-50-600, even when there had been no change of scale but only of designation."

**Resolution 59.**—Referred to the Finance & Establishment Sub-Committee for consideration and report.

12. Re: Chief Officer's report, dated 13th January 1928, re : Board's Resolution No. 74 dated 12th August 1927 re : letter dated 3rd May 1927 from the President of the 5th Session of the Parel Conference, drawing special attention to their Resolution No. 7 re : provision of public gardens and play-grounds in localities like Lower Parel etc.

(C. R. 483 dated 23rd August 1927.)

Considered Chief Officer's report, dated 13th January 1928 :—

"With reference to the Committee's Resolution No. 483 dated 23rd August last asking me to report on the above matter, I beg to observe as follows :—

2. The Resolution (No. 7) passed by the Parel Conference of the Social Service League, Bombay, expresses an opinion that the Bombay Municipality, the Development Department and the Improvements Committee should provide public gardens and playgrounds in localities like Lower Parel, Delisle Road, Fergusson Road, Sewri and other needy areas.

3. We have no schemes and own no property in Lower Parel or Delisle Road and cannot therefore provide recreation grounds in those areas. Our nearest scheme to Fergusson Road is Scheme 61 and, in that case, practically the whole of the land has been sold to the Development Department for the erection of the Worli Chawls. When we sold that land we stipulated that certain areas should be set apart for recreation purposes and this has been done.

4. Part of Sewri falls within our Sewri-Wadala Scheme in which provision is made for future recreation grounds. Pending the construction of these, children and others are

encouraged to play on the open spaces and generally speaking a large number of sites has been allotted to small clubs who have constructed their own pitches etc."

**Resolution 60.—Recorded.**

13.

Re: Report of financial transactions in December 1927.

Considered Chief Accountant's note dated 11th January 1928:—

*"Investments of sinking fund money—*

Bombay Improvement Trust debentures of the nominal value of Rs. 5,500 of the 5% Loan of 1919 were transferred (at par) from the General Investment Account to the Sinking Fund Investment Account.

*Foreign remittance—*

(a) £1000 a 1-6 1/16 (= Rs. 13287/3) and (b) £16196-4-5 at 1-6 3/32 (= Rs. 214830/11) were remitted to London on the 9th and 30th for current expenditure and for payment of interest on sterling loans due 1st January 1928, respectively."

**Resolution 61.—Recorded.**

14.

Re: Chief Officer's Report dated 13th January, 1928, on the notice of motion by Dr. A. G. Viegas, L. M. & S., re : cost of Management & Establishment approved under C. R. 542, dated 20th September 1927.

Considered Chief Officer's note, dated 13th January 1928 :—

"With reference to Committee's Resolution No. 542 dated 20th September 1927,

"That the Chief Officer be requested to state (the answers to be entered in the minutes) or to report whether the Board (vide T. R. No. 174 dated 4th August 1914 and No 351 dated 29th July 1919) laid down the percentage of cost of management and establishment on all works at 7½% and whether the cost of Engineer's establishment to the cost of Works was 8½% in 1923-24, 8½% in 1924-25, 13½% in 1925-26, about 15½% in 1926-27 and will be about 22½% in 1927-28."

beg to report as follows :—

The percentage of the cost of Capital Works to cover the cost of management and establishment, laid down by the Board is 7½%.

The percentage of the cost of the Engineering Establishment to the cost of the Works (Capital and Maintenance) executed by the Engineer's Department is as under :—

8·12 % for 1923-24.

7·94 % " 1924-25.

11·47 % " 1925-26.

13·75 % " 1926-27.

19·32 % " 1927-28.

It may be pointed out that it is not correct to compare the percentage of the cost of Engineering establishment to the cost of works with the percentage, fixed by the Board. The latter is one of the percentages of the cost of the work done by the various Departments of the Trust to all of which the cost of management and establishment is incidental. The percentage of the cost of works fixed by the Board is in respect of Capital works, alone. The percentage on revenue collections during the year covers the cost of maintenance works. Again the 7½% laid down by the Board does not cover the cost in connection with correspondence with lessees, examination of plans for and supervision of the erection of lessees' buildings. This cost is covered by the 4½% on the value of lands leased during the year."

**Resolution 62.**—Referred to Finance & Establishment Sub-Committee for consideration and report.

15. Re : Dadar-Matunga—plot 28—commutation of ground rent.

(File No. Mis. 20/28. Ref. C. R. No. 271/26.)

Considered Estate Agent's No. 223, dated 6th January 1928:—

"I have the honour to state that the Improvements Committee by their Resolution No. 271, dated the 23rd November 1926, accepted Mr. Jetashankar Dossa as the building tenant of the above plot.

2. The area of the plot is 705 sq. yards and the ultimate ground rent calculated at 4½% on Rs. 13 per sq. yard amounts to Rs. 460 per annum including the rent of Rs. 48 for the motor garage.

3. The building on the above plot has been completed and a completion certificate granted by the Trust Architect. No lease has yet been prepared.

4. A letter has now been received from the Tenant's Solicitors stating that the lease is to be prepared in their client Mr. Jetashankar Dossa's name and that he proposes to commute the ground rent so as to have a lease at a nominal rent of Re. 1 per annum for the plot.

5. The commutation amount works out to Rs. 10,235 at 22½ years' purchase of the ultimate ground rent and there is no objection to accepting the same.

6. I have, therefore, to request the favour of your kindly obtaining the Improvements Committee's sanction to the aforesaid proposal."

**Resolution 63.**—The proposal to commute the ground rent is approved.

16. Re: Schedule C lands—plots 12 B and 12 C—removal of from the Schedule, and to be exchanged for other land scored red and coloured green on the deposited plan R—Government sanction.

(File No. Misc. 855/27—Ref. C. R. 616/27).

Considered Government Resolution, General Department, No. 5901, dated 3rd January 1928:—

"Letter from the Secretary, Bombay Improvement Trust, No. Mis. 855/27, dated the 14th November 1927:—

"I am directed to state that the plots 12-B and 12-C in Schedule C admeasuring 861 square yards was agreed to be leased by the Board under a retention agreement, dated 10th July 1914, for a term of 99 years.

The plots are vested in the Board by sub-Section (1) of Section 79 of the City of Bombay Improvement Trust Transfer Act of 1925.

In order to secure a satisfactory development of his land, the lessee is anxious to have a conveyance. The Collector of Bombay was, therefore, requested to state if the plots B and C coloured red on the deposited plan R could be removed from the Schedule and the plots scored red and coloured green transferred in their stead. He has agreed to the proposed exchange.

In these circumstances, I am to request that Government may be pleased to accord their sanction under section 79 (7) of the said Act to the proposed exchange."

**RESOLUTION:—**Government are pleased to accord sanction to the proposed exchange of plots of land referred to in the letter from the Secretary, Bombay Improvement Trust, No. Mis. 855 /27, dated the 14th November 1927.

2. The Chief Officer, Bombay Improvement Trust, should be requested to submit to Government a draft notification for publication in the Bombay Government Gazette under the provisions of sub-section (10) of section 79 of the City of Bombay Improvement Trust Transfer Act, 1925."

**Resolution 64.**—Government Resolution, General Department, No. 5901, dated 3rd January 1928, should be recorded.

2. The Draft Notification amending Schedule C should be submitted to Government for publication under Section 79 (10) of the Act.

17. Re : Schedule C Lands—Parel Estate—proposed reservation of land for a recreation ground.

Considered the following :—

(a) Government letter No. 6560-G/24, Revenue Department, dated 22nd December 1927 :—

"I am directed by the Governor in Council to forward a copy of letter (printed below) No. 6560/24-G., dated 22nd December 1927, addressed to the Municipal Commissioner for the City of Bombay on the subject of the proposed lease of the area of the reclaimed Parel Tank to the Bombay Municipality for the purpose of converting it into a public park and recreation ground and to request you to inform Government whether the proposal contained in paragraph 3 of the letter regarding the reservation of the triangular plot of land belonging to the City Improvement Trust and adjoining the Haffkine Institute quarters for the purpose of a small playground is acceptable to the Trust."

*Copy of letter No. 6560/24-G, dated 22nd December 1927, addressed to the Municipal Commissioner, from Government, Revenue Department, Bombay :—*

"I am directed by the Governor in Council to refer to your letter No. S. E. 24C dated 3rd May 1926, in which you request that the area of the reclaimed Parel Tank together with the land lying between the tank proper and the approach roads may be placed at the disposal of the Municipal Corporation, free of charge, for the purpose of converting it into a public park and recreation ground, the initial and recurring expenses of the scheme being borne by the Corporation.

2. In reply, I am to state that Government are prepared to offer to the Bombay Municipality a lease of the Parel Tank Site measuring 35,731 square yards (exclusive of 1,633 square yards required for road widening) for a period of 3 years on payment of a nominal rent of Re. 1 per annum on the following conditions :—

- (1) the land to be used for a recreation ground only ;
- (2) the term of the lease to be 99 years ;
- (3) the Municipality to bear all charges in respect of the preparation of the lease and its duplicate by the Solicitor to Government and the charges for stamp and registration ;
- (4) the land or any part of it to be resumable by Government at once and without any compensation for improvements, if the whole or any part of it is used for any other purpose than the one mentioned in condition (1) above. The land to be also resumable any time after a period of three years from the commencement of the lease without any compensation for improvements on three months' notice if required by Government for any purpose ;
- (5) the old rat incinerator now in this area to be reinstated at the cost of the Municipality on a new site to be approved by the Director, Haffkine Institute.



3. I am further to state that in case the tank site is resumed by Government they will be prepared to hand over to the Municipality for the purpose of a small playground the triangular piece of land measuring 24,380 square yards now occupied by the Haffkine Institute quarters on the north-west of the Institute, provided the triangular plot belonging to the City Improvement Trust and adjoining the Institute's quarters is reserved by the Trust for the same purpose. The Chief Officer, City Improvement Trust, has been addressed in connection with the reservation by the Trust of the latter plot of land.

4. I am to request that Government may be informed whether the Municipal Corporation accept the above offer."

(b) Chief Officer's note, dated 13th January 1928 :—

"This has reference to a request by the Corporation that Government will hand over to them free of charge the reclaimed Parel Tank for the purpose of converting it into a public park and recreation ground.

2. From the letter addressed by Government to the Municipal Commissioner, it will be seen that Government are willing to hand over the land to the Corporation on certain conditions, the principal one being that they shall be at liberty to resume it after three years on giving three months' notice.

3. When the matter was under consideration by the Collector Mr. Perry, I visited the district with him, explained to him my ideas regarding the future development of the Board's Parel Estate and pointed out that these included the provision of an open space behind the Wadia Maternity Home. As during the discussion, it was mentioned that the site of the reclaimed tank would be required in course of time for the erection of buildings to be used in conjunction with the Haffkine Institute, I suggested that the triangular piece of land now occupied by the Haffkine Institute quarters should be added to other space above referred to.

4. In para 4 of their letter to the Municipal Commissioner, Government state that in the event of the tank site being resumed they will be prepared to hand over to the Municipality the land on which the Institute quarters stand provided the Trust will also agree to reserve their triangle for the same purpose. The area of the Government land is about 34,380 square yards and that of our land about 9,900 square yards.

5. The two sites when combined would make a really good recreation ground and besides being central and easily accessible would be a valuable amenity both to the Wadia Hospital and the Institute. I trust, therefore, that the Committee will agree to reserve the land for the purpose indicated."

**Resolution 65.**—Government should be informed that the triangular plot belonging to the Trust will be reserved for the purpose indicated.

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## 18. The following documents were executed :—

(1) *Debentures* :—

Name of holder.	Year of Loan.	Amount.	New.	Old. cancelled.
		Rs.		
Mr. E. Shellim and others ... ..	1901	1,000	1	1
	1903	5,000	6	6
	1904	5,500	6	6
	1906	1,000	1	1
	1907	1,000	1	1
Bai Mithibai Jamsetji Dorabji Paruck and others ... ..	1901	500	1	1
Mr. Dharamdas Tribhovandas and others ... ..	1901	1,000	1	1
Mr. M. R. F. Lobo and another ... ..	1901	500	1	1
Sir Jamsetjee Jeejeebhoy Bart and others...	1901	1,000	1	1
	1908	1,000	1	1
Mr. Kavasji Jalbhoy Sett and others ... ..	1901	1,500	2	2
	1904	500	1	1
Mr. Anthony D'Almeida and another ... ..	1901	3,000	3	3
The National Bank of India, Limited ... ..	1901	2,000	2	2
The Empire of India Life Assurance Company, Limited.	1901	1,000	1	1
	1902	15,000	1	1
	1903	45,000	1	1
	1906	20,000	1	1
	1908	5,000	5	5
Mithibai J. D. Jamsetjee ... ..	1912	11,000	11	11
	1901	500	1	1
The Trustees for the Improvement of the City of Bombay.	1912	500	1	1
	1902	1,000	2	2
Mr. Motiram S. Advani and another ... ..	1906	1,000	1	1
	1903	4,000	4	4
Mr. Pratap Sitaram Pandit ... ..	1903	2,000	2	2
	1903	2,000	2	2
Mr. G. R. Bhadbhade ... ..	1904	2,000	2	2
	1906	2,000	2	2
Carried over ... ..	...	1,34,500	63	63

Name of holder.	Year of Loan.	Amount.	New.	Old cancelled.
		Rs.		
Brought forward	...	1,34,500	63	63
Dr. Miss A. M. Benson	1902	1,000	1	1
Mr. B. V. Nerurkar and others	1903	500	1	1
Mr. V. K. Mulye	1903	500	1	1
Mr. V. N. Sathaye and others	1904	500	1	1
	1906	500	1	1
The Imperial Bank of India	1904	500	1	1
Hamabai J. K. Mehta and another	1905	500	1	1
Dr. Accacio G. Viegas	1906	10,000	1	1
Mrs. Khursedbai Hoshangsha Nanavutty and others	1906	10,000	2	2
Sir Dinshaw Maneckji Petit Bart and others	1908	5,000	5	5
Do. do.	1912	500	1	1
Do. do.	1912	500	1	1
Serene Hormusji Sethna and another	1908	1,000	1	1
Messrs. Grindlay and Company, Limited	1912	2,500	5	5
Mr. Burjorji Cawasji Cooper and others	1912	1,000	2	2
Soonabai Temulji Nariman and another	1912	500	1	1
Mr. D. E. Wacha and others	1912	1,000	1	1
Total Rs.	...	1,70,500	90	90

(2) *Lease and Counterpart to—*

- (i) Messrs. Rustomji Ruttonji Desai and others, *re*: plot No. 738, Dadar-Matunga Estate.
  - (ii) Mr. Nadershaw Jeewajee Ooranwalla, *re*: plot No. 208, Suparibaug Estate.
  - (iii) Mr. Jehangir Byramji Murzban and another, *re*: plots Nos. 811 to 814, Dadar-Matunga Estate.
- (3) *Acceptance of application by* Dr. A. P. Kothare for building lease of plot No. 211, Suparibaug Estate.

## 19. The following papers were laid on the table :—

1. Purchase orders sanctioned by Chief Officer under Section 22 (1) of the Act.
2. Work Orders do do
3. Sale of Materials do do
4. Estate Agent's No. 532 dated 11th January 1928 informing that the passage leading to the Foras Road Chawls from Lamington Road was closed from 6 A. M. on 1st January 1928 to 6 A. M. 2nd January 1928.
5. Statement for the quarter ending 31st December 1927, of Plots on the Board's Estates handed over to the charge of Tenants.

Estate.	Plot No.	Date.	Remarks.
Dadar-Matunga ...	302	1-10-27	
	292	15-9-27	
	312	1-11-27	
	760	24-11-27	
	737	7-12-27	
	342	7-12-27	
	756 & 763	20-12-27	
Naigaum ...	48A	11-10-27	
West Chaupati ...	39 & 40	8-11-27	

# Bombay Improvement Trust.

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ESPLANADE ROAD,

Bombay, 23rd January 1928.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day, at 2-30 P. M. (B. T.) there were—

PRESENT :

1. DR. ACCACIO G. VIEGAS, L.M. & S.
2. MR. L. R. TAIRSEE.
3. MR. S. L. SILAM, B.A., LL.B.
4. MR. HOSENALLY M. RAHIMTOOLA, B.A.
5. SIR REGINALD SPENCE, KT.
6. MR. R. D. BELL, C.I.E., I.C.S.
7. MR. W. H. NEILSON, O.B.E.
8. MR. G. A. THOMAS, C.I.E., I.C.S.
9. MR. GANPAT KRISHNAJI BORADE.

MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE SECRETARY WERE ALSO PRESENT.

Proposed by Mr. Neilson, seconded by Mr. Tairsee :—

“That Mr. Hoosenally do take the chair.”

*Carried.*

Mr. Hoosenally assumed the chair.

Before the minutes of the meeting held on 17th January 1928, were signed, Dr. Viegas enquired who called the meeting and under what Section of the Act. The Chief Officer stated that in the absence of a chairman, he told the Secretary to call the meeting under his discretionary powers.

The Chairman observed that the question of legality of the proceedings should have been raised before he was appointed to the Chair.

The minutes of the meeting held on 17th January 1928, were signed, with the permission of the House except Dr. Viegas.

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The following note, dated 20th January 1928, by the Chief Officer was considered :—

“ *Re : Finance and Establishment Sub-Committee.* ”

It will be necessary for this Sub-Committee to meet almost daily during the week commencing the 23rd in order to consider and report on the Budget.

2. Sir Phiroze C. Sethna, Sir Vasantao Dabholkar and Sir Shapurjee Billimoria have intimated their inability to attend the Sub-Committee meetings next week and it is therefore necessary to appoint other Members in their stead."

It was generally agreed that the appointment of the Finance and Establishment Sub-Committee made under Committee's Resolution No. 510, dated 6th September 1927 should be cancelled and a new Sub-Committee be appointed to consider and report on the Annual Estimates under Section 21(1) of the Act.

It was accordingly proposed by Mr. Neilson and seconded by Sir Reginald Spence—

"That the appointment of the Finance and Establishment Sub-Committee made under Committee's Resolution No. 510, dated 6th September 1927, be rescinded and a Sub-Committee consisting of the following members be appointed to consider and report on the Revised Estimates for 1927-28 and the Budget Estimates for 1928-29, prepared by the Chief Officer :—

Mr. Hoosenally M. Rahimtoola, B.A.

Dr. Accacio G. Viegas, L.M. & S.

Mr. S. D. Saklatvala.

Mr. R. D. Bell, C.I.E., I.C.S.

Mr. L. R. Tairsee.

Mr. Ganpat Krishnaji Borade."

The proposition on being put to the vote was *carried*, Dr. Viegas alone dissenting.

**Resolution 66.**—The appointment of the Finance and Establishment Sub-Committee made under Committee's Resolution No. 510, dated 6th September 1927, is hereby rescinded and a Sub-Committee consisting of the following members is appointed to consider and report on the Revised Estimates for 1927-28 and the Budget Estimates for 1928-29, prepared by the Chief Officer :—

Mr. Hoosenally M. Rahimtoola, B.A.

Dr. Accacio G. Viegas, L.M. & S.

Mr. S. D. Saklatvala.

Mr. R. D. Bell, C.I.E., I.C.S.

Mr. L. R. Tairsee.

Mr. Ganpat Krishnaji Borade.

2. The following document was executed :—

*Lease and Counterpart* to Mr. Ratanlal Chunilal, *re*: plot No. 1, Kolbhatwadi Estate.

# Bombay Improvement Trust.

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ESPLANADE ROAD,

*Bombay, 31st January 1928.*

At a Special meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day at 3-30 P.M. (B.T.), to consider the Revised Estimates for 1927-28 and the Budget Estimates for 1928-29, there were—

**PRESENT :**

1. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E.
  2. DR. ACCACIO G. VIEGAS, L.M. & S.
  3. MR. L. R. TAIRSEE.
  4. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
  5. MR. S. L. SILAM, B.A., LL.B.
  6. MR. HOOSENALLY M. RAHIMTOOLA, B.A.
  7. SIR REGINALD SPENCE, KT.
  8. SIR SHAPURJI B. BILLIMORIA, KT., M.B.E.
  9. MR. R. D. BELL, C.I.E., I.C.S.
  10. MR. W. H. NEILSON, O.B.E.
  11. MR. G. A. THOMAS, C.I.E., I.C.S.
  12. MR. GANPAT KRISHNAJI BORADE.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER,  
MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE SECRETARY WERE ALSO  
PRESENT.

---

Proposed by Mr. Mirza, seconded by Sir Shapoorji B. Billimoria—  
"That Sir Vasantao do take the chair.

*Carried.*

Sir Vasantao assumed the chair.

The Minutes of the Meeting held on 23rd January 1928 were signed.

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Considered the following Report No. 2, dated 25th January 1928 of the Finance and Establishment Sub-Committee :—

**Revised Estimates for 1927-28 and Budget Estimates for 1928-29.**

"With reference to Committee's Resolution No. 66, dated 23rd January 1928, we beg to report that we have considered the Revised Estimates for 1927-28 and the Budget Estimates for 1928-29 submitted by the Chief Officer.

We are glad to note that the estimates have been presented in greater detail than last year. We have carefully examined the provision under each item and accept the estimates submitted by the Chief Officer, with the exception of the provision made for the next year

under "cost of management and establishment" which we consider can be reduced by Rs. 7,200 as shown below :—

Rs. 2,000	under disposal of lands,
" 4,700	" Office contingencies,
" 500	" Miscellaneous.
<hr/>	
Rs. 7,200	

The Revised Estimates for 1927-28 and the Budget Estimates for 1928-29, will accordingly be as under, and it is recommended that they be approved :—

Heading.	Revised Estimates for 1927-28.	Budget Estimates for 1928-29.
<b>General Account—</b>		
Receipts ... ..	80,30,273	79,32,876
Expenditure ... ..	1,04,39,265	1,05,72,925
Deficit ...	24,08,992	26,40,049
<b>Capital Account—</b>		
Receipts—		
Opening balance ... ..	84,72,924	57,14,017
Sale proceeds .. ..	4,10,166	3,32,695
Loan proceeds ... ..	21,06,654	21,00,000
Total ...	1,09,89,744	81,46,712
<b>Expenditure—</b>		
Management and Establishment ... ..	12,27,550	6,67,900
Acquisition ... ..	4,79,060	10,51,900
Works ... ..	11,60,125	7,81,690
Deficit from General Account ... ..	24,08,992	26,40,049
Total ...	52,75,727	51,41,539
Closing balance ...	57,14,017	30,05,173
Total ...	1,09,89,744	81,46,712



While examining the establishment Budget we noticed that the expenditure on conveyance allowance is rather heavy and we have asked the Chief Officer to report upon the possibility of reducing it.

The Chief Officer proposes to abolish the following posts :—

*Secretary and Chief Accountant's Department.*

1 Accountant (transferred from Engineer's Office) ...	...	250-20-350
1 Assistant Accountant ( do. ) ...	...	200-10-250

*Engineer's Department—(Permanent).*

1 Deputy Engineer ...	...	1,200-50-1,500 plus C.A. 200.
1 Senior Assistant Engineer ...	...	650-50-800-50-1,200 plus C.A. 65.
2 Junior Assistant Engineers ...	...	450-50-600 plus C.A. 65.
1 Petty Sales and Stores Purchasing Officer ...	...	300-30-450 plus C.A. 65.
4 Overseers ...	...	100-10-150-10-200 plus W.A. 20 plus C.A. 30.
2 Draftsmen... ...	...	150-10-250.
1 Junior Clerk ...	...	40-3-70-5-100-5-125 plus W.A. 20.

*Engineer's Department—(Temporary Establishment).*

1 Motor Lorry Superintendent ...	...	250-25-300 plus C.A. 30.
1 Medical Officer ...	...	150-10-200 plus C.A. 30 plus W.A. 20.
1 Store-keeper ...	...	200 plus C.A. 20 plus W.A. 20.
5 Clerks ...	...	4 at 40-3-70-5-100-5-125 plus W.A. 20. 1 at 30-5-100 plus W.A. 20.
5 Lascars ...	...	16 1/5-18 plus allowances 9.

*Estates and Valuation Department—(Permanent Establishment.)*

1 Overseer ...	...	100-10-150
1 Inspector ...	...	40-3-70-5-125
3 Surveyors ...	...	60-5-125
2 Junior Clerks ...	...	40-3-70-5-100-5-125

For the information of the Committee we attach herewith a statement showing the strength of the various Departments as at present and the strength proposed to be retained for the next year. We consider that the staff proposed to be retained and budgetted for the next year is necessary. The proposals for reduction will be considered and reported on by the Finance and Establishment Sub-Committee after they are submitted by the Chief Officer.

(Dr. Viegas does not agree.)

Designation.	Sanctioned Strength for 1927-1928.	Staff proposed to be retained in 1928-1929.	Remarks.
<i>Secretary and Chief Accountant's Department.</i>			
Secretary and Chief Accountant	1	1	
Deputy Secretary and Accountant	1	1	
Assistant Accountant ... ..	1	1	
Superintendents ... ..	2	2	
Engineer's Accountant ... ..	.....	.....	Transferred from Engineer's Department. It is proposed to abolish this post, after Mr. Captain leaves Trust Service in August 1928.
Engineer's Assistant Accountant	.....	.....	This post was transferred from Engineer's Department. It has not been filled up and it is proposed to abolish it.
Head Clerks ... ..	5	5	
Senior Clerks ... ..	9	11A	A. Includes 2 transferred from Engineer's Department.
Junior Clerks ... ..	40	43B	B. Includes 3 do.
Jamadar ... ..	1	1	
Havildar ... ..	1	1	
Naiks ... ..	4	4	
Peons ... ..	16	17C	C. Includes 1 transferred from Engineer's Department.
Hamal ... ..	1	1	
Boy-peons ... ..	3	3	
<i>Engineer's Department—Permanent Establishment.</i>			
Engineer ... ..	1	1	
Deputy Engineer ... ..	1	.....	It is proposed to abolish this post.
Architect ... ..	1	1	
Senior Assistant Engineers ...	3	2	Proposed to abolish 1.
Junior do. ... ..	4	2	Do. 2.
Petty Sales and Stores Purchasing Officer.	1	.....	To be abolished on the expiration of the leave granted to Mr. Donde.

Designation.	Sanctioned Strength for 1927-1928.	Staff proposed to be retained in 1928-1929.	Remarks.
<i>Engineer's Department—contd. Permanent.</i>			
Sub-Engineers ... ..	6	6	
Overseers... ..	14	9	Proposed to abolish 4 and to keep 1 vacant.
Garden Supervisor ... ..	1	1	
Head Fitter ... ..	1	1	
Draftsmen ... ..	5	3	Proposed to abolish 2.
Superintendent ... ..	1	1	
Accountant; ... ..	1	.....	Transferred to Secretary's Department.
Assistant Accountant ... ..	1	.....	Do.
Senior Clerks ... ..	6	4	2 transferred do.
Junior Clerks ... ..	25	20	3 transferred to Secretary's Department. Proposed to abolish 1 and to keep 1 vacant.
Havildar ... ..	1	1	
Naiks ... ..	3	2	
Peons ... ..	16	16	1 transferred to Secretary's Department. 1 peon entertained against a post of Naik.
Hamals ... ..	2	2	
Ramoshis, ... ..	2	2	
Boy Peons ... ..	3	3	
<i>Temporary Establishment.</i>			
Motor Lorry Superintendent ...	1	.....	Proposed to be abolished.
Overseer ... ..	1	1	
Sanitary Inspector ... ..	1.	1	..
Medical Officer ... ..	1.	.....	Proposed to be abolished.
Storekeeper ... ..	1	.....	Do.
Clerks ... ..	19.	14	5 posts do.
Tracers ... ..	3.	3.	
Lascars ... ..	9.	4	5 posts proposed to be abolished.

Designation.	Sanctioned Strength for 1927-1928.	Staff proposed to be retained in 1928-1929.	Remarks.
<i>Estates and Valuation Department— Permanent Establishment.</i>			
Estate Agent ... ..	1	1	
Deputy Estate Agents ... ..	2	2	
Senior Assistant Estate Agents	2	2	
Junior do.	2	2	
Head Surveyor ... ..	1	1	
Estate Superintendents... ..	4	4	
Overseers ... ..	5	4	1 Proposed to be abolished.
Sanitary Inspector ... ..	1	1	
Building Inspector ... ..	1	1	
Inspectors ... ..	6	5	1 Proposed to be abolished.
Surveyors ... ..	10	7	3 do.
Chawl Superintendents ... ..	7	7	
Legal Assistant ... ..	1	1	
Chief Clerks ... ..	1	1	
Accountant ... ..	1	1	
Head Clerks ... ..	3	3	
Senior Clerks ... ..	9	9	
Junior Clerks ... ..	37	35	2 proposed to be abolished.
Draftsmen ... ..	3	3	
Tracers ... ..	2	2	
Havildar ... ..	1	1	
Naik ... ..	3	3	
Peons ... ..	25	25	
<i>Temporary Establishment.</i>			
Rent Collectors ... ..	15	15	
Clerks ... ..	27	27	
Naiks ... ..	20	20	
Peons ... ..	10	10	
Lascars ... ..	44	44	

In presenting the Budget Estimates, Sir Vasantao made a few observations and congratulated the Chief Officer on the proposals made by him for the reduction of establishment and stated that the estimates had been framed with great caution and care. He then explained briefly the provision made for the various items of the Revised Estimates for 1927-28 and of the Budget Estimates for 1928-29. The Chairman then invited the members to discuss the estimates generally.

Dr. Viegas observed that the cost of Management and Establishment was very high as compared with the activities of the Trust which had been curtailed considerably.

After Mr. Hoosenally, Mr. Tairsee and the Chief Officer had spoken, the Chairman closed the general discussion and moved the propositions for the adoption of the estimates under the various heads.

#### **Revised Estimates for 1927-28.**

##### **General Account.**

Proposed by the Chairman—

“That the estimates of revenue be adopted at Rs. 80,30,273.”

**Resolution 67.**—Carried.

Proposed by the Chairman—

“That the estimates of expenditure be adopted at Rs. 1,04,39,265.”

**Resolution 68.**—Carried.

#### **Revised Estimates for 1927-28.**

##### **Capital Account.**

Proposed by the Chairman—

“That the estimates of Receipts (including the opening balance) be adopted at Rs. 1,09,89,744.”

**Resolution 69.**—Carried.

Proposed by the Chairman—

“That the estimates of expenditure be adopted at Rs. 52,75,727.”

**Resolution 70.**—Carried.

#### **Budget Estimates for 1928-29.**

##### **General Account Revenue.**

Proposed by the Chairman—

“That the estimates of Land Revenue be adopted at Rs. 50,75,876.”

**Resolution 71.**—Carried.

Proposed by the Chairman—

“That the estimate of Municipal contribution be adopted at Rs. 24,07,000.”

**Resolution 72.**—Carried.

Proposed by the Chairman—

“That the estimate of Miscellaneous Receipts be adopted at Rs. 4,50,000.”

**Resolution 73.**—Carried.

#### General Account—Expenditure.

Proposed by the Chairman—

“That the estimate of Expenditure on estates be adopted at Rs. 14,44,880.”

**Resolution 74.**—Carried.

Proposed by the Chairman—

“That the estimate of Interest and Sinking Fund Charges be adopted at Rs. 91,28,045.”

**Resolution 75.**—Carried.

#### Capital Account—Receipts.

Proposed by the Chairman—

“That the estimated opening balance of Rs. 57,14,017 be adopted.”

**Resolution 76.**—Carried.

Proposed by the Chairman—

“That the estimate of Sale Proceeds amounting to Rs. 3,32,695 be adopted.”

**Resolution 77.**—Carried.

Proposed by the Chairman—

“That the estimated loan requirement be adopted at Rs. 21,00,000.”

**Resolution 78.**—Carried.

**Capital Account—Expenditure.**

Proposed by the Chairman—

“That the estimated Expenditure on Acquisition be adopted at Rs. 10,51,900.”

**Resolution 79.**—Carried.

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Proposed by the Chairman—

“That the estimated Expenditure on Works be adopted at Rs. 7,81,690.”

**Resolution 80.**—Carried.

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Proposed by the Chairman—

“That the deficit on General Account be adopted at Rs. 26,40,049.”

**Resolution 81.**—Carried.

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Proposed by the Chairman—

“That the estimated Expenditure of Rs. 6,67,900 on cost of Management and Establishment be adopted.”

**Resolution 82.**—Carried.

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Proposed by the Chairman—

“That the Revised Estimates for 1927-28 and the Budget Estimates for 1928-29 presented by the Finance and Establishment Sub-Committee be approved and submitted to the Board as required by Section 100 of the Act.”

**Resolution 83.**—Carried.

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# Bombay Improvement Trust.

ESPLANADE ROAD,

Bombay, 31st January 1928.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day at 4 P.M. (B.T.), there were—

PRESENT :

1. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E.
  2. DR. ACCACIO G. VIEGAS, L.M. & S.
  3. MR. L. R. TAIRSEE.
  4. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
  5. MR. S. L. SILAM, B.A., LL.B.
  6. MR. HOSENALLY M. RAHIMTOOLA, B.A.
  7. SIR REGINALD SPENCE, KT.
  8. SIR SHAPURJI B. BILLIMORIA, KT., M.B.E.
  9. MR. R. D. BELL, C.I.E., I.C.S.
  10. MR. W. H. NEILSON, O.B.E.
  11. MR. G. A. THOMAS, C.I.E., I.C.S.
  12. MR. GANPAT KRISHNAJI BORADE.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.  
MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE SECRETARY WERE ALSO PRESENT.

Proposed by Sir Vasantao, seconded by Mr. Neilson—

“That Mr. Hoosenally do take the chair.”

*Carried.*

Mr. Hoosenally assumed the chair.

1.

Re : Election of Chairman.

Proposed by Mr. Tairsee, seconded by Mr. Silam—

“That Sir Vasantao be appointed Chairman of the Improvements Committee, in place of Dr. Dadachanji resigned, for the remaining period of the latter’s tenure.”

**Resolution 84.**—Carried unanimously.



Sir Vasant Rao assumed the chair and thanked the Committee for conferring the honour on him once more.

2. The chairman stated that there was a letter addressed to the Committee by one Mr. N. K. Cama on which the following words were written:—

“To be opened before the Committee.”

The Chairman then opened the letter and read it and observed that the address of the writer had not been written in the letter.

**Resolution 85.**—The letter should be destroyed and no action be taken thereon.

3. Re : Letter of thanks, dated 22nd January 1928, from Dr. K. E. Dadachanji, L.M. & S.  
re : Improvements Committee's Resolution 49A, dated 17th January  
1928, in appreciation of the services rendered to the Trust by  
Dr. K. E. Dadachanji, L.M. & S.

Considered Dr. Dadachanji's letter, dated 22nd January 1928 :—

“ I am much obliged to the members of the Improvements Committee for placing on record a highly appreciative resolution of my work both as a Trustee of the old Board and as a Chairman of the Improvements Committee. I beg to thank them most sincerely for their kind resolution.

I also take this opportunity of thanking sincerely the experienced Chief Officer, and efficient Secretary for the valuable help they have given me from time to time during my Chairmanship.”

**Resolution 86.**—Recorded.

4. Re : Dadar-Matunga—plot 757—application for lease of.  
 ( File No. Misc. 61/28. )

Considered Estate Agent's No. 1221, dated 21st January 1928 :—

“ Herewith, I have the honour to forward an application for a 999 years' building lease of the above plot by Mr. R. N. Kerawalla, who is also the building tenant of the plot No. 749 of this Estate, at a ground rent calculated at 6 per cent. on Rs. 10 per sq. yard.

2. The area of the plot being about 778 sq. yards, the concessional ground rent will amount to about Rs. 352 and the ultimate ground rent to about Rs. 468 per annum.

3. The applicant wishes to erect a building for residential purposes only and for the benefit of his two sons.

4. The conditions on which the application is based are normal and acceptance is recommended.”

**Resolution 87.**—The application is accepted.

5. Re : Dadar-Matunga—plot 758—application for lease of.  
 ( File No. Misc. 62/28. )

Considered Estate Agent's No. 1220, dated 21st January 1928 :—

“ Herewith, I have the honour to forward an application for a 999 years' building lease of the above plot by Mr. R. N. Kerawalla, who is also the building tenant of the plot No. 749 of this Estate, at a ground rent calculated at 6 per cent. on Rs. 10 per sq. yard.

2. The area of the plot being about 778 sq. yards, the concessional ground rent will amount to about Rs. 352 and the ultimate ground rent to about Rs. 468 per annum.
3. The applicant wishes to erect a building for residential purposes only and for the benefit of his two sons.
4. The conditions on which the application is based are normal and acceptance is recommended."

**Resolution 88.**—The application is accepted.

6. Re : Sydenham Road Estate—plot 59—application for lease of.

Considered Estate Agent's No. 1631, dated 26th January 1928 :—

"I have the honour to forward herewith an application by Mr. Ebrahim Pardhan for a 999 years' building lease of the above plot shown bounded by red lines on the accompanying plan\* at a rent calculated at 6 per cent. on Rs. 307 per sq. yard for the main plot and at 6 per cent. on Rs. 153-8 per sq. yard for the arcaded portion.

The area of the main plot being about 456 sq. yards and that of the arcaded portion about 104 sq. yards, the total rent will amount to about Rs. 9,356.

The applicant wishes to erect a building in accordance with the Municipal and Trust Rules to be used as shops, offices and godowns on the ground floor and offices and residential purposes only on the upper floors.

The applicant wishes to reduce the rent payable on the value of the plot, which is about Rs. 1,55,956, by bringing it down to about a lakh of rupees by paying in instalments sums amounting to about Rs. 55,956, the ground rent being accordingly reduced from time to time by 6 per cent. per annum on the instalments so paid. In view of the fact that the plot is of a high value, there is no objection to the proposal.

The letting of this prominent corner plot at the junction of Musjid and Sydenham Roads will necessitate the demolition of 2 large chawls standing partly thereon. These 2 chawls contain 19 tenancies and bring in a net rental of Rs. 4,800 per annum to the Trust. It is, however, important that this prominent plot should be built on to encourage other offers.

When the building is nearing completion, it will be necessary to demolish 3 small buildings on the adjoining plot No. 60 on the south for the purpose of the construction of a service passage to take away the drainage from plot No. 59. These three buildings contain 16 tenancies and bring in to the Trust a net annual income of Rs. 2,821-4. The Improvements Committee's sanction will, therefore, be necessary to the demolition of the 5 properties referred to above in the event of the present offer being accepted.

The other conditions are normal and acceptance is recommended."

**Resolution 89.**—The application is accepted.

2. Sanction is accorded to the demolition of the 5 properties referred to by the Estate Agent.

7. Re : Scheme 29, Nowroji Hill Estate—plots 123, 124 and 126—temporary lease of—  
for a period of 5 years.  
(File No. Misc. 66/28.)

Considered the following :—

(a) Estate Agent's No. 1440, dated 24th January 1928 :—

"I have the honour to report that Mr. Ganpat Passu has applied for a 5 years' lease for a plot of land at the junction of New Chinch Bunder and Trust's new 40 ft. roads in the

---

Nowroji Hill Estate shown by red hatched boundaries on the accompanying plan\*, No. 9, dated 23rd January 1928.

2. The area of the plot is about 1,600 square yards and the rate offered is Rs. 12 per Kathi (500 sq. ft.) per month (exclusive of Municipal taxes). The ground rent will, therefore, be about Rs. 350 per mensem.

3. The rate offered, viz., Rs. 12 per Kathi, gives to the land a rate of about Rs. 43 per square yard on the 6 per cent. basis, which is fair compared to the rates worked out from the rents received by the Trust from other similar plots in the neighbourhood which have been let on temporary leases, and are shown on the accompanying plan by yellow hatched lines.

4. A detailed statement of these plots giving their areas, rents and rates per square yard and the Improvements Committee's Resolutions in respect of some of them under which their rents have been revised and the periods of their leases renewed, is printed below.

5. It will be seen from this statement that the rent offered by the applicant is fair, and its acceptance subject to the Trust's usual normal conditions for 5 years' leases is recommended, and it is requested that the Improvements Committee's sanction may please be obtained for the same."

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\*Not printed.

Scheme No. 29.

Serial No.	Plot No.	Area Kathis sq. ft.	Present rent.	Rate per sq. yard on 6% basis.	REMARKS.
1	J	81-187	Rs. a. p. 956 6 0	42'31	Plot at the junction of New Chinch Bunder and Sandhurst Roads. Lease renewed for a further term of 5 years on the same rents as before as per Improvements Committee's Resolution No. 191 of 16th September 1926.
2	B1	10-220	125 5 0	43'21	Plot at the junction of New Chinch Bunder and Sandhurst Roads. The tenant has been given a further lease of 5 years on the same rent as before as per Improvements Committee's Resolution 193 of 5th April 1927.
3	C1	8-296	107 7 0	45'05	Plot at the junction of New Chinch Bunder and Trust's New 40' roads. The tenant pays the same rent which he paid in 1917, when he took up the plot on lease for a period of 4 years and 1 month. The tenancy is only monthly tenancy.
4	C2 C3	13-445	135 0 0	34'98	Plot abutting on Trust's New 40' road only. The rent of Rs. 173-10-0 was reduced to Rs. 135 per month from 1st January 1927 by the Chief Officer on 11th December 1926, but the tenancy was allowed to be continued as a monthly tenancy only.
5	D1 D2	83-115	675 0 0	29'19	Plot at the junction of New Chinch Bunder Road and Trust's two New 40' roads. The rent was reduced from Rs. 1,007-5-0 to Rs. 675 per month and the lease renewed for a term of 3 years as per Improvements Committee's Resolution No. 231 of 12th October 1926.
6	E1	25-190	344 4 0	48'83	Plot at the junction of New Chinch Bunder Road and Trust's New 40' road. The tenant continues to pay the same rent as before and the tenancy is a monthly tenancy.

MEETING OF THE IMPROVEMENTS COMMITTEE OF 31ST JANUARY 1928.

(b) Chief Officer's note, dated 26th January 1928 :—

"I recommend that the offer be accepted."

**Resolution 90.**—The offer is accepted.

8. Re: Establishment—Engineer's Department—Engineer—Mr. T. R. Kynnersley—Grant of leave for 7½ months—application for.

Considered Chief Officer's note, dated 30th January 1928 :—

"Mr. T. R. S. Kynnersley has applied for 7½ months' leave out of India from the 14th March next. The leave is due and there is no objection to granting it.

2. As neither of the two Senior Assistant Engineers would be able to do the whole of the Engineer's work in addition to his own it is proposed to place Mr. Baria in sole charge of the Northern Division and Mr. Abhyankar in charge of the Southern. Both these gentlemen have been with the Trust for many years and as Mr. Kynnersley will be absent during the monsoon when work is of necessity somewhat slack, they should be able to cope with it without undue strain.

3. It is proposed to grant Mr. Baria and Mr. Abhyankar a duty allowance of Rs. 200 each."

**Resolution 91.**—Sanction is accorded to the grant to Mr. Kynnersley of leave for 7½ months from the 14th March 1928 or from such date as he may avail himself of it.

2. The proposals made by the Chief Officer for the performance of the work during Mr. Kynnersley's absence are approved.

9. Re: Applications, dated 21st December 1927, from the tenants of shops Nos. 1, 2, 3 and 4 of the Board's Foras Road Chawls for reduction of rents.

( File No. Misc. 999/27. )

Considered the following :—

(a) Applications from the tenants of shops Nos. 1, 2, 3 & 4, dated 21st December 1927 :—

*Application from the tenant of shop No. 1, dated 21st December 1927 :—*

"I, the undersigned shop-keeper, of tea shop No. 1, at Foras Road Chawls, beg to lay a few lines before your honour which your honour will take into consideration.

Owing to many bidi and tea shops in the vicinity and present critical days, my business is not going on so well. I, therefore, am unable to pay such a heavy rent (Rs. 60). I shall be thankful to your honour if your honour will please reduce the rent to Rs. 40 per month.

'Should your honour be kind enough and consider my application favourably."

*Application from the tenant of shop No. 2, dated 21st December 1927—*

"I, the undersigned shop-keeper of shop No. 2, at Foras Road Chawls, beg to lay a few lines before your honour which your honour will take into consideration.

Owing to many bidi and tea shops in the vicinity and present critical days, my business is not going on so well. I, therefore, [am unable to pay such a heavy rent (Rs. 45). I shall be thankful to your honour if your honour will please reduce the rent to Rs. 30 per month.

Should your honour be kind enough and consider my application favourably."

*Application from the tenant of shop No. 3, dated 27th December 1927—*

" I the undersigned shopkeeper of shop No. 3 at Foras Road chawls beg to lay a few lines before your honour, which your honour will take into consideration.

Owing to many bidi shops in the vicinity and the present critical days, my business is not going on so well. I, therefore, am unable to pay such a heavy rent, i.e., (Rs. 45). I shall be thankful to your honour, if your honour please reduce the rent to Rs. 30 per month.

Should your honour be kind enough and consider my application favourably."

*Application from the tenant of shop No. 4, dated 27th December 1927—*

" I, the undersigned shop-keeper of tea shop No. 4, at Foras Road Chawls, beg to lay a few lines before your honour, which your honour will take into consideration.

Owing to many bidi and tea shops in the vicinity and present critical days, my business is not going on so well. I, therefore, am unable to pay such a heavy rent (Rs. 45). I shall be thankful to your honour if your honour will please reduce the rent to Rs. 30 per month.

Should your honour be kind enough and consider my application favourably."

(b) Estate Agent's No. 1500, dated 25th January 1928 :—

\* \* \* \* \*

2. This refers to the applications of the 4 shop-keepers at Foras Road Chawls, requesting that their present rents may be reduced.

3. There are 6 shops at Foras Road Chawls, out of which 4 are now occupied and 2 vacant.

4. The rents of the shops as originally fixed, subsequently reduced, now recovered, and proposed to be reduced, are given in the following statement.

Shop Nos.	Floor area in Sq. Ft.	Original.	Rent per mensem.			Remarks.
			Reduced as per Misc. No. 574/22 of 6-1-1927.	At present charged.	Proposed to be reduced.	
1	2	3	4	5	6	7
		Rs.	Rs.	Rs.	Rs.	
1	190'94	100	60	60	50	Occupied.
2	157'50	106	45	45	35	"
3	155'34	96	40	45	30	"
4	150'84	70	40	45	30	"
5	146'44	75	40	...	30	Vacant.
6	186'31	56	40	...	30	"

5. Having regard to the rates of rents now charged in the newly built shops on Foras Road plots Nos. 1 to 7, which vary between Rs. 16 to Rs. 23 per 100 sq. feet, the fair rents for the Trust shops in question, will be as shown in the 6th column of the state-

\* Not printed.

ment, which shows an uniform reduction of Rs. 10 per mensem per shop on the sanctioned rates gives a letting rate of between Rs. 15 to Rs. 25 per 100 square feet.

6. It is, therefore, suggested that the proposed reduction of rents as shown in the column 6 of the above statement, may be approved to have effect from 1st February 1928 or otherwise it is apprehended that the shops would be vacated."

(c) Chief Officer's note, dated 26th January 1928 :—

"I recommend that the reductions be agreed to."

**Resolution 92.**—The reduction of rents proposed by the Estate Agent is sanctioned.

2. The applicants should be informed accordingly.

10. Re: Princess Street Estate—Chandanwadi Chawls—representation by the tenants for reduction of rent.

(File No. Mis. 44/28.)

Considered joint representation by the tenants, dated 13th January 1928 :—

"We the undersigned tenants residing at your Trust's Chawl No. 28, Princess Street Scheme, beg respectfully to bring to your kind notice the following few lines which we all of us strongly hope will be kindly considered by you and give justice to poor people like us.

This Trust's Chawl was built at first with the monthly rent of Rs. 3-2-0 per room for giving accommodation to poor class people like us who earn from Rs. 25 to Rs. 30 monthly. This rate of rent is gradually raised to Rs. 7-2-0 at various intervals which is really a very high rent to paying for us as looked and carefully considering our poor class people's present circumstances. The Trust has still gone further and increased this rent to Rs. 7-10 from the current year. This really is a great crushing blow given to our poor people. We understand that the Trust has lowered the rent of many of their chawls while they are increasing the rent of this particular chawl only, the reason of which is certainly unknown to us, and this is we presume is a great injustice on the part of the Trust. Considering deeply the circumstances prevailing at present in Bombay when poor people like us are not able to maintain our wives and children, how are we to pay such high rent of Rs. 7-10-0 per month, as our monthly income is from Rs. 25 to Rs. 30.

Under these circumstances, we respectfully request you to kindly consider our present position and forward this petition of ours to the Members of the Trust's Board for their kind consideration into the matter and give justice to us, for which we all of us will be greatly obliged to you and shall pray to God for your long life and prosperity."

**Resolution 93.**—Referred to the Land Sub-Committee for consideration and report.

11. Re: Scheme 29, Nowroji Hill Estate—plot J and Strip—reduction of rent of strip and grant of a new lease for 6 years instead of for 5 years.

(File No. Mis. 95/28. C. R. 191/26.)

Considered Estate Agent's No. 765, dated 14th January 1928 :—

"The above plot at the junction of New Chinch Bunder and Sandhurst Roads together with the strip of land shown in green colour on the accompanying Plan\* No. 221 of 9th October 1916 on the east and south of the plot was given on a temporary lease to Mr. Nagsey Champsey and another for a period of 10 years from 4th September 1916.

\* Not printed.

2. The rent in respect of plot J measuring 64 Kathis and 319 sq. feet was fixed at Rs. 10,473 and that in respect of the strip measuring 16 Kathis and 368 sq. feet was fixed at Rs. 1,003-8-0 per annum.
3. One of the covenants in the lease was that it should be lawful for the Board at any time after the lease to resume possession of and determine the tenancy of the lessees in respect of the whole or any portion of the strip for constructing roads, streets or passages on giving to the lessees 2 months' written notice of the Board's intention in that behalf whereupon the Board should allow to the lessees a proportionate abatement calculated at the rate of Rs. 60 per Kathi per annum of the yearly rent of Rs. 1,003-8-0 reserved in respect of the strip.
4. At the time when the lease in respect of the plot and strip was entered into, the strip was in an unlevelled condition.
5. Subsequent to the granting of the lease, the strip on the east of the plot was levelled and paved by the Trust.
6. Upon the expiration of the lease, the lessees in September 1926 applied for a further period of 5 years, on the same terms and conditions as in the original lease. The Improvements Committee by their Resolution No. 191 of 16th September 1926, sanctioned the renewal of the lease for a further period of five years whereupon a draft lease was prepared on the same lines as the old lease in respect of the plot and the strip and for the same yearly total rent of Rs. 11,476-8-0 and sent to the lessees or their approval.
7. Whilst approving the draft lease the lessee contended that as a major portion of the strip on the east was resumed by the Board long ago, the new lease should be in respect of the plot and a small portion of the strip on the south only and that the rent should also be proportionately reduced. The proposal of the lessee being fair, the Trust agreed to the same and the lessee through his Engineer then agreed to pay a rent of Rs. 500 per annum for the portion of the strip on the south instead of Rs. 1,003-8-0 per annum hitherto paid.
8. But the lessee subsequently also claimed from the Board a rebate in rent from the date of resumption of the eastern portion of the strip, at a rate of Rs. 503-8-0 per annum under the old lease and for the expired period of the new lease, but to this the Trust could not agree.
9. Eventually, after discussing various alternatives with a view to disposing of the matters in question, it was finally suggested that the tenant should give up his claim for the recovery of anything out of his past payments in consideration of the Trust reducing the future rent by Rs. 502-8-0 per annum and extending the term of the new lease for 1 year more than it has been agreed to be granted.
10. This proposal is fair and reasonable and the Trust Solicitors are also of opinion that the settlement is not unreasonable.
11. The lessee is entitled to the rebate in rent for the eastern portion of the strip resumed by the Trust. The lessee's proposal to reduce the rent from Rs. 1,003-8-0 to Rs. 500 is also reasonable, because the Trust has, if anything, resumed more than half the whole length of the strip.
12. The only concession that the lessee now requires is the extension of the lease period by one year which, looking to the present condition of the trade and taking all the circumstances of the case into consideration, is in the interest of the Trust as the Board will continue to get a fairly high rent of Rs. 915 per month for a period of nearly 5 years more.
13. If the above proposal meets with your approval, I have the honour to request the favour of your getting the Improvements Committee's sanction to reduce the rent of the strip from Rs. 1,003-8-0 to Rs. 500 per annum from the date of the passing of the Committee's Resolution and to grant to the tenant a new lease for 6 years instead of 5."

**Resolution 94.**—The proposal to reduce the rent of the strip to Rs. 500 per annum from this date and to grant to the tenant a new lease for 6 years instead of 5 is approved.



12. Re : Board's chawls at Agripada—request by the tenants for reduction of rents.

(File No. Mis. 51/28.)

Considered the following :—

(a) Letters, dated 16th January 1928 and 23rd January 1928, from Mr. S. B. Awar, M.A., LL.B., President of a public meeting of the tenants of the chawls held on 14th January 1928 and 22nd January 1928, respectively :—

“As the president of a public meeting of all the tenants of Agripada Improvement Trust chawls, held on Saturday the 14th instant, I beg to forward the following resolution passed unanimously by the meeting :—

‘That this meeting of all the tenants of the Agripada Improvement Trust chawls strongly protests against the contemplated move of the Improvement Trust Committee to enhance the rent of the small tenements of the chawls from Rs. 4-15-0 to Rs. 5-5-0 per month as being absolutely unjust and in view of the poverty stricken and unemployed conditions of the tenants of the chawls, requests Improvement Trust Committee to reconsider and rescind the resolution about the increase of rents.’

I shall thank you to give your favourable consideration to the above representation.”

“As the Chairman of the meeting of all the tenants of the Agripada Improvement Trust chawls held on Sunday the 22nd instant, I am authorised to send the following resolution passed unanimously by the meeting.

‘That this public meeting of all the tenants of the Improvement Trust chawls strongly protests against the unwise action of the Improvement Trust Committee in enhancing the rent of the small tenements of the chawls and requests the Improvement Trust Committee to cancel the order of enhancement of rent.’

I shall thank you to do the needful in the matter. I may also remind you of my letter, dated the 16th of January 1928, in which a similar resolution was forwarded to you for your immediate consideration and action.”

(b) Estate Agent's No. 1265, dated 23rd January 1928 :—

“\* \* \* \* \*

Mr. Awar, the President of the meeting of the tenants of the Board's Agripada chawls, held on the 14th instant forwards the resolution passed at the meeting, protesting against the proposal to enhance the rents of the rooms from Rs. 4-15-0 to Rs. 5-5-0 sanctioned by the Improvements Committee under Committee Resolution No. 672 of 6th December 1927. The increase of rent is to have effect from 1st January 1928.

The tenants request that in view of their poverty stricken condition and unemployment, the Committee should rescind the above resolution.

This group of chawls is one of the pre-war groups of the Board's Chawls where the rents are very low as compared with similar rooms in privately owned properties. The rooms would well fetch Rs. 8 per mensem if unrestricted by the Rent Act.

The rents in these chawls have been very gradually increased by small amounts as permitted by the Rent Act. The proposed increase in question is only annas six per room per month and not likely to hit the tenants very hard. The representation, it would therefore appear, has made out no good case for the rescission of the Committee's Resolution regarding the increase of rents.”

**Resolution 95.**—Referred to the Land Sub-Committee for consideration and report.

13. Re: *Scheme 37—Sydenham Road Estate—Case 90 (building at the junction of Parel Road and Chunam Ksln St.)—arrears of rent—request for refund of deposit.*

(File No. Mis. 167/27. Ref. C. R. 669/27.)

Considered the following :—

- (a) Mr. Mohanlal Bholabhai's letter, dated 16th January 1928 :—

"With reference to your letter to me of the 16th December 1927 bearing No. Mis. 167/27, I beg most humbly to draw your attention to the writing passed by Mr. Amratlal in my favour on the 11th December 1922, translation whereof is hereto enclosed, and to request the Chairman and members of the Committee to reconsider my letter of the 26th August 1927 in light of this writing and accordingly to refund to me the sum of Rs. 314-11-7. You will also note that there is no mention in the release dated 2nd February 1924 enabling Mr. Amratlal to withdraw half the amount and it is submitted therefore that he had no right to this half of the deposit.

As for the arrears due by me I most humbly request the Chairman and Committee to give me facility in paying off and to request them not to take any steps as decided by them. I therefore request them to allow me to pay within a week a sum of Rs. 500 and the balance by monthly instalments of Rs. 200 thereafter to be paid on the 15th day of each month. I humbly draw the attention of the Chairman and Committee to my straitened circumstances due to depression in business and to request them to show me this last favour for which act I shall be ever thankful."

- (b) Translation of Gujarati writing referred to in the above letter :—

"The above account of our partnership from June 1919 to November 1922 has been made up and settled between us.

Only the outstanding for November amounting to Rs. 168-9-0 remains in partnership.

Date, 11th December 1922.

Sd. Amratlal Nagardas.  
Sd. Mohanlal Bholabhai."

- (c) Chief Officer's note dated 26th January 1928 :—

"Mr. Mohanlal Bholabhai again asks that the sum of Rs. 314-11-7 being half of the amount of the deposit paid by him and his late partner when they entered into the original contract may be refunded to him. This matter was fully reported on to the Committee in December last and it was pointed out that in accordance with the Board's Solicitors' advice the amount in question had been refunded to Mr. Mohanlal's partner after giving him an opportunity of obtaining an order to restrain payment.

2. Mr. Mohanlal also asks for time to pay off the arrears. He originally promised to settle these by the end of June last. The amount due is Rs. 2,788 against which we hold by way of deposit a sum of Rs. 685-2-7. It was decided by the Committee in December last that the amount held by way of deposit should be credited to the rent account and that a suit should be filed against Mr. Mohanlal in the Small Causes Court for the recovery of Rs. 2000, the small balance of Rs. 102-13-2 being written off. Mr. Mohanlal was informed therefore that if he did not pay the amount due by the 16th instant a suit would be filed against him. He has not paid and now on the day on which the time limit expires he asks for further grace. I am of opinion that the Committee should adhere to their original resolution."

**Resolution 96.**—Mr. Mohanlal should be informed that his request cannot be granted.

14. Re: Tribunal of Appeal—Menial Staff—Naik Mahadeo Ramchandra—payment of gratuity to.

Considered Chief Officer's note dated 23rd January 1928 :—

"In their Resolution No. 680, dated 6th December 1927, the Committee agreed to recoup Government the sum of Rs. 780 on account of gratuity to be paid to the Naik by Government.

The papers were referred by Government unofficially to the Accountant General to state if there was any objection to the payment of the gratuity by Government in the first instance. The Accountant General has replied to Government that the course proposed by the Trust is not correct and that there is no objection to the gratuity being paid directly to the Naik by the Trust. The Government accordingly ask us to pay the gratuity.

It cannot be said that the procedure proposed by the Trust is incorrect, but there is no objection to the payment of the gratuity directly by the Trust.

The Accountant General raises a further question. He says that the pay of the Naik was not Rs. 30 on which the gratuity was calculated but that it was Rs. 17 plus 13 allowances. The gratuity should therefore have been calculated on the pay of Rs. 17. The gratuity admissible on the pay of Rs. 17 would be Rs.  $(26 \times 17) = 442$ . The Accountant General refers to para 3 of the Chairman's letter dated 17th January 1921 printed in Government Order, General Department, No. 5471 dated 29th April 1921 (printed below). In this letter the pay of Rs. 30 has been shown as having been made up of Rs. 17 plus Rs. 13 allowances. In this connection, I have seen the bills of the staff submitted by the President and I find that the pay shown therein is Rs. 30 consolidated. I do not think the contention of the Accountant General is correct, as from para 3 of the Government order it will be seen that the scales of pay were consolidated, all allowances having been abolished from 1st April 1920.

In the circumstances, it is suggested that Government be informed that the gratuity amounting to Rs. 780 will be paid directly to the Naik by the Trust after it has been sanctioned by them."

Government Resolution General Department No. 5471, dated 29th April 1921 :—

"Letter from the President, Tribunal of Appeal, No. 17 dated the 9th February 1920.

Government letter to the President, Tribunal of Appeal, No. 9228, dated the 7th September 1920.

Letter from the President, Tribunal of Appeal, No. 241, dated the 2nd December 1920.

Government Memorandum to the Chairman, Bombay Improvement Trust, No. 12347, dated the 10th December 1920.

Memorandum from the Chairman, Bombay Improvement Trust, No. Misc. 76/20, dated the 17th January 1921 :—

'Returned with compliments.

'1. Regarding Head Clerk. The pay recommended in February 1920 was Rs. 150-10-200. The undersigned, however, has no objection to the pay being fixed at Rs. 200-10-250 as now recommended by the President. The undersigned has no objection to the President's recommendation to make the post pensionable provided the Trust's liability for the cost of the post (including the contribution for leave allowances and pension) will cease, if and when the Tribunal is hereafter abolished.

'2. Regarding 2nd Clerk and Bailiff. There is no objection to place these posts in the general time scale the pay being put down as Rs. 60-4-100.

'3. Regarding the Naik and Peon. The pay should not, it is suggested, be higher than what is allowed for a Head Peon and Peon respectively in the Trust, whose scale of consolidated pay (including all allowances) is :

For a Head Peon ... .. 29 to 31 (Quinquennial increments of Re. 1 each).  
 Peon ... .. 23 to 25 (Quinquennial increments of Re. 1 each).

The Tribunal's Head Peon (Naik) now draws a total salary of Rs. 27 and this may be raised to Rs. 30 (i.e. Pay 17 plus allowances Rs. 13). The Peon already draws Rs. 25 which is the maximum pay for a peon in the Trust's Service.

Regarding the proposal to give retrospective effect, the undersigned suggests that sanction to the revised scales fixed by Government may be given from 1st April 1920.'

Memorandum from the President, Tribunal of Appeal, dated the 9th February 1921 :-  
 \* \* \* \* \*

'3. The undersigned accepts the recommendations of the Chairman but suggests that both the Naik and the Peon should be allowed retiring gratuities as suggested by the Chairman in his remarks dated 8th April 1920 upon the recommendations made by the undersigned (No. 17 of 1920, dated 9th February 1920). The Naik has put in about 20 years' service and retrospective effect may be given to his service for the purpose of gratuities.

'4. The undersigned agrees with the Chairman that sanction to the revised scales fixed by Government may be given from 1st April 1920.

'5. The undersigned suggests that the office of the Second Clerk and Bailiff as well as the service of the Naik and the peon be made permanent in the sense that in the event of the abolition of the Tribunal, provision may be made for them in some Government Office or that, in the alternative, they should be allowed retiring gratuities.'

Letter from the President, Tribunal of Appeal, No. 117, dated the 22nd April 1921.

Order :-Government are pleased to sanction the revision of pay of the Staff of Tribunal of Appeal as shown in the following statement :-

Designation.	Present pay.	Grading now sanctioned.	Rate of starting pay.
	Rs.		Rs.
Head Clerk ... ..	105	100-10-220	150
Second Clerk and Interpreter ... ..	85	60- 4-100	88
Bailiff ... ..	51	60- 4-100	60

The Head Clerk should be allowed any advance increments which may be due to him under paragraph 7 of Government Circular, Financial Department, No. 438 dated the 25th June 1920.

2. As regards the pay of the Naik and the peon, the recommendation made by the Chairman, City Improvement Trust, in paragraph 3 of his Memorandum No. Misc. 76/20, dated the 17th January 1921, is approved.

3. The revised rates sanctioned above should be introduced from 1st April 1920 i. e. on pay for March 1920. All local and other allowances should cease with effect from that date.

4. The proposal made by the President of the Tribunal of Appeal in paragraph 3 of his Memorandum dated 9th February 1921 that the Naik and peon should be allowed retiring gratuities is approved. Government regret that they cannot approve his other proposal viz. that when the Tribunal of Appeal is abolished the Second Clerk and the Bailiff and the two peons should be provided for in some Government Office.'

**Resolution 97.**—Government should be informed as suggested by the Chief Officer in the last para of his note.

15. Re: Dadar-Matunga—plot 292—Motor garage on.  
(File No. Misc. 63/28).

Considered the following :—

(a) Trust Architect's No. 201 dated 20th January 1928:—

"I have the honour to forward herewith a plan\* received from the lessee's architects showing the motor garage proposed to be erected on the above plot and to state that the proposal may be allowed subject to the Board's usual normal conditions of Trustees' Resolution No. 296, dated 27th September 1918.

The proposed washing place as shown on the plan is in order and may be allowed.

(b) Estate Agent's No. 1235 dated 21st January 1928 :—

"\* \* \* \* \*  
(2) The undersigned sees no objection to the proposed garage and washing place.

(3) Extra ground rent will be payable at the rate of Rs. 25 per annum for every 100 sq. feet covered by the proposed garage."

**Resolution 98.**—The proposed garage should be allowed subject to the usual normal conditions contained in Trustees' Resolution No. 296, dated 27th September 1918 and No. 255, dated 22nd June 1920.

2. The proposed washing place should also be allowed.

16. Re: Excesses over Budget grants—re: Maintenance of Street Schemes Nos. 37 (Sydenham Road), 43 (Parel Road Central), 47 (Parel Road Northern) and 29 (Nowroji Hill).

Considered Engineer's No. 610, dated 18th January 1928 :—

"With reference to your letter No. W. A. 2132 of 13th December 1927 in connection with the above, I have the honour to inform you that since the roads and footpaths in Schemes 37, 43 and 47 and the playground in Scheme 29 could not be handed over to the Municipality within a short period as anticipated when the original budget estimates for 1927-28 were submitted, the expenditure will exceed the original budget grant for the year to the extent shown below and provision has been made accordingly in the revised budget to cover this expenditure.

Scheme No.	Original Budget for 1927-28	Revised Budget for 1927-28	Excess.
29	500	1,400	900
37	1,000	1,530	530
43	1,000	1,650	650
47	1,650	2,350	700

2. The excess will be met from the surplus cash balance."

**Resolution 99.**—The Board should be recommended to sanction the transfer of the proposed supplementary grants.

17.

Re Establishment—Engineer's Department.

( C. R. 681, dated 6-12-27. )

Considered Chief Officer's note, dated 18th January 1928 —

"On the 3rd December last, I informed the Committee that I had received a letter from a temporary clerk on the Engineer's Establishment addressed to the Works Sub-Committee; that the Clerk had asked for a transfer to another section as he had been badly treated and that he wished to submit a statement after his transfer if he was given protection.

2. I observed that the Works Sub-Committee not being competent to deal with the matter, I proposed to take action under the powers conferred on me under Section 23 of the Act and if I found it necessary to do so to submit a report to the Committee on the matter.

3. I append hereto (a) a statement of the result of an interview I had with Mr. Joshi (the clerk in question) on the 14th instant and (b) a copy of a letter with accompaniment, received from him on the 16th.

4. From the statement it will be seen that I gave Mr. Joshi the protection he desired and that he then went to get his papers promising to return in fifteen minutes. It will be seen from his letter that he is not satisfied and from the accompaniment that he desires far more than protection.

5. Mr. Joshi has been in the Board's service for about 2½ years. He is on the temporary (works) establishment and is paid Rs. 90, plus Rs. 20 War Allowance, per month. The Engineer informs me that until recent months his work was quite satisfactory. From what I have seen of him it is evident that he is not now in a fit state to carry on his duties. I recommend that he be granted privilege leave for a month and 12 days due to him as from 12th November 1927 and that his services be terminated at the expiry thereof."

*Statement of the result of Chief Officer's interview referred to in para 3 above :—*

"	Present.	14th January 1928.
	Engineer, Secretary, Chief Officer.	

*Mr. B. G. Joshi.*

I remind Mr. Joshi of his previous interview and of his promise to submit a written statement—also that he subsequently wrote to the Secretary that he wanted protection and ask him what form of protection he requires. He says he wants protection against an action for libel.

I tell him I will give him this protection.

Mr. Joshi has not the papers with him and asks for 15 minutes' time to go and fetch them.

(Mr. Joshi left at 11-40 S. T. to get the papers which are with his brother. He has not returned by 2 p. m.)"

(b) Copy of letter from Mr. B. G. Joshi received on 16th January 1928 and referred to in para 3 above, addressed to the Secretary :—

"With reference to your No. Misc. 891/27 dated 11th January 1928, I beg to request you that I have seen the Chief Officer and in your and Chief Engineer's presence and I feel much ashamed to inform you that the Chief Officer has still no faith in me and so I did not return with the statement.

Further your goodself should pay me for November salary to purchase provision for my family and if the Chief Officer will kindly sign the annexed draft and will send me with the lascar and then I will come up to you with the statement."

*Accompaniment referred to in the above letter :—*

"Copy of full protection.

B. I. Trust.

Date.

Mr. B. G. Joshi is given full protection by the Improvement T. Committee and his statement will be considered as correct and just and will be taken every action as written in statement and will appreciate his valuable service.

By order of the Board,  
CHIEF OFFICER."

The following letter, dated 31st January 1928, addressed by Mr. Joshi to the Committee was read by the Chairman:—

"I most humbly and respectfully beg to inform your honour that the Chief Officer has paid me my salary for November 1927 on 28th January 1928. The Chief Officer wanted to see my statement but he did not trust me and so I have not submitted my statement to him on 14th January 1928 for which your Committee will kindly excuse me. Since three months, I am not transferred anywhere in the Trust Department and I am put in great difficulty and loss.

If your kind and just Committee will see my statement, I shall ever remain grateful and will thank God for your kindness.

For God's sake, I request your Committee to transfer me from 1st February 1928."

**Resolution 100.**—The recommendation made by the Chief Officer in para 5 of his note is approved.

18. Re : Establishment—Engineer's Department—Mr. J. N. Vakil—Permission to serve on the Auxiliary Force (India.)

Considered Chief Officer's note dated 24th January 1928:—

"The Officer commanding, Bombay Battalion, A. F. (I), desires to know whether there is any objection to Mr. J. N. Vakil, Sub-Engineer (and now acting Junior Assistant Engineer), continuing to serve on the Auxiliary Force (India) in the Bombay Battalion A. F. (I).

The Engineer under whom Mr. Vakil is working has no objection.

The sanction of the Committee is required."

**Resolution 101.**—The sanction asked for is granted.

19. Re : Establishment—Estates & Valuation Department—continuance of duty allowance of Rs. 50 per month to Mr. E. M. Bhacka, Junior Assistant Estate Agent—to carry on the duties of the Head Surveyor in addition to his own.

Considered the following:—

- (a) Estate Agent's No. 1387, dated 23rd January 1928:—

"I have the honour to state that Mr. Jacob Abraham holds the post of Head Surveyor of this Department," and is on leave preparatory to retirement, which leave will expire on the 20th of February 1928.

2. The former Trustees under their Resolution No. 13, dated the 5th January 1926, appointed Mr. E. M. Bhacka, Junior Assistant Estate Agent, to do the duty of the Head Surveyor in addition to his own duties on a duty allowance of Rs. 50 per month.

3. Although there is a budget provision for the full pay of this post for the year 1928-1929, it is suggested that the same should not be filled up for the present, as the existing arrangement has been found to work quite well. Sanction is therefore requested to the continuance of the acting arrangement, and to the duty allowance of Rs. 50 per month to Mr. Bhacka until such time as pressure of work necessitates the filling up of this post."

(b) Chief Officer's note dated 26th January 1928:—

"I agree with the Estate Agent's recommendation."

**Resolution 102.**—The continuance of the payment to Mr. Bhacka of the duty allowance of Rs. 50 per month until further orders is sanctioned.

20. Re: Establishment—Estates & Valuation Department—Mr. J. B. Wadekar—Senior clerk—advance from Provident Fund to.

Considered Chief Accountant's note, dated 23rd January 1928:—

"Mr. J. B. Wadekar, a Senior clerk in the Estates & Valuation Department applies for the grant of an advance of Rs. 1,000 from his Provident Fund subscription to enable him to defray the expenses incurred on account of his daughter's marriage. The advance has been recommended by the Estate Agent.

The applicant joined the Trust service on 1st December 1906 and his present pay is Rs. 125 plus Rs. 20 War allowance.

A sum of Rs. 1831-2-10 less Rs. 225 (being the balance of the last advance) stands to his credit in the Provident Fund account as his own subscriptions.

He has had advances from his Provident Fund account as under:—

1st advance of Rs. 120 paid in July 1917 and repaid in March 1919.

2nd advance of Rs. 300 paid in May 1920 and repaid in January 1922.

3rd advance of Rs. 300 paid in April 1923 and repaid in December 1924.

4th advance of Rs. 500 paid in May 1925 and repaid in January 1927.

& 5th advance of Rs. 500 paid in February 1927 out of which a sum of Rs. 225 is still outstanding.

The advance admissible under the Rules is Rs. 915 (as against Rs. 1000 applied for) and requires the sanction of the Committee as the last advance has not yet been fully recovered.

If the advance is sanctioned, the balance of Rs. 225 of the last loan will be deducted and only Rs. 690 paid to the applicant, the recovery being effected in 20 monthly instalments."



**Resolution 103.**—The grant to Mr. Wadekar of an advance of Rs. 915 out of his Provident Fund Subscriptions repayable in 20 equal instalments is sanctioned.

2. The amount of Rs. 225 on account of the outstanding balance of the previous loan should be deducted from the advance of Rs. 915.

21. Re : Delegation of certain powers by the Chief Officer, to the Engineer, the Estate Agent and the Secretary and Chief Accountant.

Considered Report No. 1, dated 19th January 1928, of the Finance and Establishment Sub-Committee :—

“With reference to Committee’s Resolution No. 14, dated 10th January 1928, we beg to report that we have considered the question and are of opinion that the proposed delegation is necessary to relieve the Chief Officer of a certain amount of routine work. It is therefore recommended that the same be sanctioned under Section 29(3) of the Act.”

Proposed by the Chairman—

“That the Report of the Finance & Establishment Sub-Committee be approved and adopted.”

*First Amendment.*—Proposed by Dr. Viegas—

“That the Report of the Finance and Establishment Sub-Committee be recorded.”

The *amendment* dropped for want of a seconder.

*Second Amendment.*—Proposed by Mr. Mirza, seconded by Mr. Tairsee—

“That the Report of the Finance and Establishment Sub-Committee be approved and adopted but the money limit should be reduced from Rs. 500 to Rs. 100.”

The *amendment* on the being put to the vote was declared *carried*. It was also carried as a substantive proposition.

**Resolution 104.**—The Report of the Finance and Establishment Sub-Committee is approved and adopted but the money limit should be reduced from Rs. 500 to Rs. 100.

22. Re : Chief Officer’s Report, dated 26th January 1928, re : notice of motion, dated 23rd August 1927, by Mr. Hoosenally M. Rahimtoola, B.A., re: Worli Roads approved under Committee’s Resolution No. 503, dated 30th August 1927.

Considered Chief Officer’s Report, dated 26th January 1928 :—

“With reference to the Improvements Committee’s Resolution No. 503 of 30th August 1927, with reference to the notice of motion by Mr. Hoosenally M. Rahimtoola, B.A., regarding the cracks on Worli Roads, I have the honour to report as follows:—

It is presumed that the information is required for the two main asphalted roads at Worli, namely, the Worli Sea Face Road and the Worli Road from Worli Bridge to the junction of Fergusson and Love Grove Roads. The Worli Road has already been handed over to the Bombay Municipality and the information given below is for Worli Sea Face

Road. The reasons for cracks on both these roads are practically the same. The main reasons for cracks on Worli Sea Face Road are :—

- (1) Lack of traffic.
- (2) Low penetration of asphalt cement used resulting in a hard surface mixture.

The asphaltting of the Worli Sea Face Road was done in the year 1923-24. After the Western carriageway of Suparibaug Road, this was one of the first roads asphalted by the Trust and the surface mixture used on this road was decided after taking the advice of the experts sent by the Asphalt Company and who were at that time guiding the Trust staff in this matter. The mixture used on this road is exactly the same as was used for the Eastern carriageway of the Suparibaug Road which was asphalted at practically the same time and is in perfect condition. This mixture is for heavy traffic roads and therefore the experts must have expected on this road, when completed, a traffic both of motor cars, heavy vehicles, bullock carts, etc. likely to be engaged for transporting materials for various buildings which would be under construction on the plots abutting on this road. Their expectation has not been realised. There is absolutely no traffic of heavy vehicles and whatever traffic there is of motor cars, has been so unevenly distributed on account of the 70' width of the carriageway that the major portion of it has practically got no traffic. This is the main and the most important reason for the cracking of this road. The same surface mixture has stood satisfactorily on Suparibaug Road without any cracks, as the traffic is sufficient to keep it alive.

When the asphaltting was first started, the experts decided to use asphalt cement of the penetration of 16 to 18 and in the beginning both on Municipal and Trust Roads the asphalt cement of such low penetration was used. From experience it has been seen that such low penetration is not desirable even for medium traffic roads in Bombay. The low penetration used on this road combined with lack of traffic has tended to increase the cracking of this road. Traffic by kneading the surface keeps the pavement resilient and relieves the tension caused by the contraction due to cold weather. Low penetration asphalt cement, on the other hand, is hard and brittle, and therefore, has not got sufficient ductility to withstand the tensile stress produced by contraction due to fall in temperature.

It is, therefore, probable that if on this road a softer asphalt cement of high penetration of about 30 and the sand grading for light traffic had been used, the road would not have cracked as soon as and even if after some time it had cracked for lack of traffic, the cracking would not have been of a serious nature.

The following examples noticed on Trust and Municipal asphalt roads prove that traffic and lack of it play an important part in preventing and causing cracks in asphalt roads :—

(1) It is interesting to note, as already mentioned above, that exactly the same mixture has been used on the Eastern carriageway of Suparibaug Road which carries some of the heaviest traffic in Bombay and laid at the same time as Worli and there are practically no cracks to be seen.

(2) On the Eastern Avenue just South of Lalbaug and near its junction with Arthur Road, two wooden platforms on both sides of tramway rails were constructed for experimental purposes. As the portion under and immediately around the platform was not under traffic, it has cracked, whereas the other portion which had the traffic and which were laid at the same time and with the same mixture, do not show any sign of cracking.

(3) On Lady Jamshedjee Road, recently constructed by the Municipality, where only half the width of the carriageway has been asphalted and where the traffic is evenly distributed, there do not appear any cracks, whereas where full width of the carriageway has been asphalted and the traffic is restricted only on both sides of the road near the kerb stones, the centre portion having less traffic has cracked, whereas the sides under heavy traffic appear to be all right. The cracks in the centre portion are exactly similar to those on Worli and Worli Sea Face Roads and it appears likely that, after some time, the cracks will increase to the same extent as the cracks on Worli Sea Face Road.

Similar instances of cracking have been noticed on the main Worli Road and wide junctions of roads where little or no traffic is passing over them, for example, round fountains, islands etc., such as junctions at Dhobi Talao and Wellington Fountain etc.

Re : *Item No. 3—Regarding expenditure incurred for filling the cracks with cement and tar.*

The repair work on Worli Road has been done by the Municipality and the cost incurred by them is not known. We are doing the work of filling cracks on Worli Sea Face Road but it is not completed. In the beginning, we had started filling these cracks by opening them and then putting asphalt filler consisting of spramex, sand and cement mixed in certain proportion. The Engineer, Roads, Bombay Municipality, thinking that this would not fill the cracks down to the full depth, asked us to have these grouted with asphalt instead of by our method. The work was, therefore, carried out according to the Municipal requirements but it has been found that the grouting was not suitable and, under the heat of the sun, it ran down towards water tables. Subsequently, the Road Engineer has allowed us to fill in these cracks by asphalt filler but wants to try different mixtures and, as soon as a suitable mixture is decided upon by him, the remaining work will be completed with that mixture.

The expenditure incurred up to date is about Rs. 2,800 and, when the whole work is completed, it is anticipated that a further expenditure of Rs. 3,200 will have to be incurred. This works out to about Rs. 3 per 100 sq. feet."

**Resolution 105.—Recorded.**

23. Re : *Inclusion of the Mannheim Insurance Co., Ltd., in the Approved List.*

Considered the following :—

(a) Letter, dated 2nd December 1927, from Messrs. Hardcastle, Waud and Co., Ltd., Chief Agents of the Insurance Co. :—

"We beg to advise that we are commencing to underwrite Fire Insurance business in India on behalf of this well-known and old established German insurance Office for whom we have been writing Marine insurance business for some time now as you know.

We beg to enclose herewith latest balance sheet\* of the Company and would beg to advise that all leading Exchange Banks in Bombay are, and have been for some time, accepting the Company's Policies, both Marine and Fire, quite freely.

As you will notice, the Company is old-established and was operating in Bombay before the last war.

We trust, therefore, that you will be good enough to confirm, that you will also extend the same facility to this department and will confirm your willingness to accept the Company's Policies when covering property or goods against the risk of fire to a reasonable extent for any one risk, and place the Company on your approved list.

As the Company's limits are not excessive, there would be no question of requiring you to consider any very large amounts and we accordingly trust you will be good enough to consider this matter favourably.

We shall be very pleased to arrange for our authorized representative to call on you in regard to this matter at any time convenient to your goodself, if necessary, to give you further information if required.

Thanking you in anticipation."

(b) Estate Agent's No. 1383, dated 23rd January 1928 :—

"\* \* \* \* \*  
 (2) The undersigned has interviewed Mr. Hardcastle, when he produced letters showing that the Mannheim Insurance Company's Policies were accepted by the leading Banks in Bombay.

\* Not printed.

(3) Before the War, there were 7 German Companies on the Board's approved list but those were struck off at the outbreak of War.

(4) The Agents suggest that the Mannheim Insurance Company should be placed on the Board's approved list, with the stipulation that the Trust will not accept Policies of this Company for any amount exceeding Rs. 1,50,000 on any risk.

(5) The undersigned is of opinion that the Company's request may be acceded to."

**Resolution 106.**—The inclusion of the Mannheim Insurance Co., Ltd., in the list of approved Companies is sanctioned subject to the stipulation mentioned in para 4 of the Estate Agent's No. 1383 dated 23rd January 1928.

24. Re : Dadar-Matunga North Estate—plot 3 (site for new Post Office near King's Circle) proposed to be exchanged for plot 395.

(File No. Misc. 69/28.)

Considered the following :—

(a) Estate Agent's No. 1578 dated 26th January 1928 :—

"The former Trustees by their Resolution No. 269 dated the 2nd May 1922 agreed to convey the above plot to the Postal Authorities at a premium calculated at Rs. 13 per sq. yard on the following conditions amongst others *viz.* :

- (a) No buildings to be erected until plans, elevations etc. have been approved by the Board.
- (b) No structure except a boundary wall will be allowed to be erected outside the building area.
- (c) The user of the buildings to be confined to a Post and Telegraph Office.
- (d) The buildings to be erected shall not consist of more than a ground and two upper floors.

2. The area of the plot being 2,168 sq. yards, premium amounting to Rs. 28,184 has been paid and the conveyance completed.

3. The Presidency Postmaster has now by his letter dated the 27th August 1927 (printed below) written to me stating that the above plot does not appear to be conveniently situated for the Post Office work and that plot No. 395 situated near the Matunga Railway Station may be given in exchange for the plot No. 3 already conveyed.

4. The area of plot No. 395 is approximately 1,931 sq. yds. The fair price at which this plot can be sold to Government would be Rs. 15 and the premium calculated at this rate would amount to Rs. 28,965.

5. The Presidency Postmaster has agreed to pay the difference in the purchase price which will be arrived at after a joint survey has been made and also to pay the Trust Solicitors' Bill of costs for preparing, etc., the necessary deed of exchange and duplicate.

6. It is therefore suggested that the Improvements Committee's sanction may please be obtained for the proposed exchange of this plot with plot No. 395 to the Postal Authorities on the same general terms as in the case of plot No. 3 of this Estate, except that the new site will be exchanged at the rate of Rs. 15 per sq. yard."

*Letter, dated 27th August 1927, from the Presidency Post Master referred to in para 3 above :—*

"Adverting to the correspondence ending with Postmaster General's letter No. BM. 29, dated 16th November 1926, to the address of the Secretary and Chief Accountant, Bombay Improvement Trust on the subject noted above (your letter No. EA/2514, dated 5th February 1921) I have honour to say that there are some plots close to the Matunga Railway Station that are still vacant and perhaps are to be sold.

The Post Office purchased plot No. 3 from you for the above purpose but it appears that it is not conveniently situated for the Post Office work. I therefore request you to kindly let me know whether you have any objection to exchange this plot for another suitable one near the Railway Station or on the road leading from the overbridge to the King's Circle and if so on what rate, terms and conditions. I believe plot No. 395, on road No. 11 where there is a police chowki and the bus stage is vacant. This will be most central for our purpose. If that be not available, the one on the other side of the road will be just as good.

Kindly favour me with an early reply."

(b) Chief Officer's note dated 27th January 1928 :—

"I see no objection to the proposal but Government should be asked to pay the stamp duty."

**Resolution 107.**—The proposed exchange is approved as suggested in para 6 of the Estate Agent's letter and on the condition that Government pay the whole amount of the stamp duty.

25.

Re : Appointment of Finance and Establishment Sub-Committee.

The following note of the Chief Officer was considered as urgent business :—

"The work for which the Finance and Establishment Sub-Committee was appointed under Improvements Committee's No. 66, dated 23rd January 1928, is finished and it will be necessary to appoint a Sub-Committee for the performance of the ordinary functions."

**Resolution 108.**—The Finance and Establishment Sub-Committee appointed in Improvements Committee's No. 66 dated 23rd January 1928, for the consideration of Budget Estimates is cancelled, and the following Sub-Committee is appointed :—

1. Sir Vasant Rao Anandrao Dabholkar, Kt., C. B. E.  
(Chairman)
2. Sir Shapoorji B. Billimoria, Kt., M. B. E.
3. Mr. S. D. Saklatvala.
4. Mr. Hoosenally M. Rahimtoola, B. A.
5. Mr. L. R. Tairsee.
6. Dr. Accacio G. Viegas, L. M. & S.

26. The following documents were executed :—

(1) *Debentures*—

Name of Holder.	Year of Loan.	Amount.	New. Old.	
		Rs.		
Mr. R. M. Dalal and another ... ..	1901	1,000	1	1
	1905	1,000	1	1
The National Bank of India, Ltd. ... ..	1901	1,000	1	1
	1903	1,500	3	3
	1912	8,500	17	17
	1901	5,00,000	5	5
The Official Trustee, Bombay ... ..	1912	4,000	4	4
	1902	1,000	1	1
Messrs. Kavasji Edulji Dadachanji and others ... ..	1902	2,000	2	2
Messrs. Jivanchand Dharamchand and others ... ..	1902	2,000	2	2
E. Shellim, D. S. Shellim and J. E. Ezra ... ..	1902	2,000	2	2
The Bank of India, Limited ... ..	1902	6,000	6	10
Sir Jamsetjee Jejeebhoy Bart. and others ... ..	1903	2,000	4	4
Mr. G. S. Rao ... ..	1903	2,500	1	3
	1906	2,000	1	2
Charlotte Maria Lake ... ..	1904	1,000	2	2
	1912	1,000	1	1
The Administrator General, Bombay ... ..	1904	500	1	1
Jerbai Byramjee Jejeebhoy ... ..	1906	500	1	1
	1907	10,000	1	13
Sir Jamsetjee Jejeebhoy Bart. and others ... ..	1908	5,000	1	5
	1912	10,000	1	13
Mr. D. E. Wacha and others ... ..	1908	500	1	1
Shirinbai Bezanji Kapadia and others ... ..	1912	500	1	1
Mr. Pratap Sitaram Pandit ... ..	1912	1,000	1	1
Messrs. Karsondas Dayabhai and others ... ..	1912	10,000	6	6
Sir Jamsetjee Jejeebhoy Bart. and others ... ..	1912	1,000	2	2
The Municipal Commissioner for the City of Bombay ... ..	1912	14,500	15	15
The Imperial Bank of India ... ..	1912	2,00,000	8	8

Name of Holder.	Year of Loan.	Amount.	New.	Old.
		Rs.		
The Oriental Government Security Life Insurance Company, Limited ... ..	1912	85,000	5	9
Mr. Jehangir Bomanji Petit and another... ..	1912	9,000	5	18
Motibai Dinshaw Noria and others ... ..	1912	500	1	1
The Trustees of the Sir Sassoon Jacob David Baronetcy	1912	16,00,000	1	16
Messrs. Hari Pandurang Deshmukh and others... ..	1913	1,000	1	2
The Bombay Provincial Co-operative Bank, Limited ..	1914	75,000	3	3
		25,80,500	107	180

(2) *Lease and Counterpart to—*(i) Mr. Gustad Khodadad Kuchabgi, *re* : plot No. 214, Suparibaug Estate.(ii) Mr. Hormasji Pestonji Dadyburjor and others, *re* : plot No. 653A, Dadar-Matunga Estate.(3) *Agreement by Mr. Usuf Mahomed, re* : temporary occupancy of plot No. D. Scheme No. 60, Naigaum Estate.(4) *License and Duplicate to—*

(i) Mr. Nowroji Bapuji Tachakra for erection of Motor Garage on plot No. 22, Agripada West Estate.

(ii) Mr. Mafatlal Gagalbhai for erection of Motor Shed on plot No. 92, Gamdevi (Chaupati West) Estate.

(5) *Acceptance of application by—*

(i) Mr. R. N. Kerravala for building lease of plot No. 757, Dadar-Matunga Estate.

(ii) Mr. R. N. Kerravala for building lease of plot No. 758, Dadar-Matunga Estate.

(iii) Mr. Ebrahim Pardhan for building lease of plot No. 59, Sydenham Road Estate.

## 27. The following papers were laid on the Table :—

1. Purchase Orders sanctioned by Chief Officer under Section 22 (1) of the Act.
2. Work Orders do do
3. Sale of materials do do
4. Tenancy agreements entered into by do do
5. Charge receipts of roads, footpaths etc. handed over to the Municipality.

# Bombay Improvement Trust.

ESPLANADE ROAD,

Bombay, 15th February 1928.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day at 3-30 P.M. (B.T.), there were—

## PRESENT :

1. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., *Chairman.*
  2. DR. ACCACIO G. VIEGAS, L.M. & S.
  3. MR. L. R. TAIRSEE.
  4. MR. S. L. SILAM, B.A., LL.B.
  5. MR. N. M. DUMASIA.
  6. MR. HOSENALLY M. RAHIMTOOLA, B.A.
  7. MR. K. F. NARIMAN, B.A., LL.B.
  8. SIR REGINALD SPENCE, KT.
  9. SIR SHAPOORJI B. BILLIMORIA, KT., M.B.E.
  10. MR. R. D. BELL, C.I.E., I.C.S.
  11. MR. W. H. NEILSON, O.B.E.
  12. MR. G. A. THOMAS, C.I.E., I.C.S.
  13. MR. GANPAT KRISHNAJI BORADE.
  14. MR. S. K. BOLE.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.  
MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE SECRETARY WERE ALSO PRESENT.

The minutes of the meetings held on 31st January 1928, were signed.

1. Re: Election of Mr. S. K. Bole, as a member of the Improvements Committee, in place of Dr. K. E. Dadachanji, L. M. & S. resigned.

Considered Chief Officer's note, dated 13th February 1928 :—

"With reference to Committee's Resolution No. 49A, dated 17th January 1928, I beg to report that Mr. S. K. Bole has been elected by the Board as a member of the Improvements Committee under Section 14 of the Transfer Act in place of Dr. K. E. Dadachanji resigned.

It is proposed that Mr. Bole should be appointed to serve on the Land Sub-Committee and Mr. Dumasia on the Finance and Establishment Sub-Committee ceasing to be a member of the Land Sub-Committee."

**Resolution 109.**—The Chief Officer's note is recorded.

2. Mr. S. K. Bole is appointed to serve on the Finance and Establishment Sub-Committee.



2. Re : Dadar-Matunga—plot 10—application for lease of.

( File No. Mis. 93/28. )

Considered Estate Agent's No. 2142, dated 2nd February 1928 :—

“ Herewith I have the honour to forward an application for a 999 years' building lease of the above plot by Mr. Phirozsha Dinsha Mukadam at a ground rent calculated at 6 per cent. on Rs. 12 per sq. yard.

2. Taking into consideration the fact that this plot has been lying vacant for some years and is of an awkward shape for building purposes, the rate offered appears to be worthy of acceptance.

3. The area of the plot being about 1,206 sq. yards, the concessional ground rent will amount to about Rs. 652 and the ultimate ground rent to about Rs. 868 per annum.

4. The applicant wishes to erect a building for his own residence.

5. The conditions on which the application is based are normal and acceptance is recommended.”

**Resolution 110.**—The application is accepted.

3. Re : Member of Committee—Mr. W. R. S. Sharpe, Acting Chairman, Bombay Port Trust, to act as—Vice Mr. W. H. Neilson, O.B.E., on leave for 8 months from 12th March 1928.

Considered letter No. 521, dated 8th February 1928, from the Secretary, Bombay Port Trust :—

“With reference to Government Resolution, General Department, No. 512, dated 2nd May 1926, appointing the Chairman, Bombay Port Trust, a Member of the Improvements Committee, I am directed to inform you that Mr. W. H. Neilson, O.B.E., is proceeding on leave out of India for a period of eight months with effect from 12th March 1928 and Mr. W. R. S. Sharpe has been appointed to act as Chairman of the Port Trust during Mr. Neilson's absence on leave.

In accordance with the above cited Government Resolution, Mr. Sharpe will represent the Port Trust on the Improvements Committee during the period of his acting appointment.”

**Resolution 111.**—Recorded.

2. Mr. Sharpe is appointed to serve on the Works Sub-Committee.

4. Re : Member of Committee—Mr. Nowroji M. Dumasia—leave of absence from meetings.

Considered letter, dated 4th February 1928, from Mr. Dumasia :—

“ I had been operated upon and confined to bed for some time. Then I had to go up-country on some important work and could not, therefore, attend the meetings. I, therefore, beg to apply for leave of absence for three months.

I hope under the special circumstances mentioned, the Committee will be pleased to grant me this permission.”

**Resolution 112.**—The permission asked for is granted.

5. Re : Board's Resolution No. 9, dated 7th February 1928, re : Scheme No. 57, Sewri-Wadala—Case No. 45—request for retention of liquor shop.

Considered Board's Resolution No. 9, dated 7th February 1928 :—

"Considered the following application, dated 5th December 1927, from Mr. Kashinath Mahadeo Bhonsley re : retention of a liquor shop :—

'I have been asked by the Land Acquisition Officer on 16th November 1927 as per his No. 2502 of 1927 to attend at his office and put in my final claim in respect of loss of earnings etc. in the above case.

I have the honour to inform you, in this connection, that I am a liquor shop owner having my own liquor shop in my own building since 1882. My property was served with acquisition notice about the year 1919. All other properties in the locality were acquired before 1925 and negotiations were going on as regards my claim for loss of earnings in business and suitable site in exchange to be given to me.

Had my property been acquired before 1925, there would have been nothing to prevent the Trust leasing me another plot for the purposes of my business had the Trust been satisfied that the plot was a suitable one for the purpose. The position now is changed as in 1926 the Trust had passed a resolution that no liquor shops will be allowed on any of the Trust plots and this resolution applies naturally to plots purchased after the passing of the resolution.

My house does not come at present under the resolution but if my property is acquired I will not get a single site in the whole locality as all the Sewri locality has been acquired by the Trust. I am now, being in my own building, charging no rent to my shop but if I am compelled to remove I will not get a place anywhere for my shop even if I pay rent of Rs. 200 or over and thus I will be a loser from all points of view. Thus mine has now at this stage become a peculiar case.

I have the honour therefore to request you to be kind enough to take into consideration all these facts and give your favourable consideration to the following proposal. I will give the land free of charge to the Trust that is required for their road scheme on the condition that the Trust withdraw from the acquisition of the rest of my property. By doing this, I will be able to save my shop of over 45 years' standing and the Trust will be benefited by free ground and the amount of about Rs. 25,000 for loss of earnings for about 5 years in my business that the Trust shall have to pay me as compensation only for loss in business.

If this is not possible, I have the honour to request you to be kind enough to give me another and possibly more suitable plot in the vicinity of my present shop to which I can shift.

The liquor business is the only business known to me from my ancestors and to drive me away from my own building and business making me impossible to secure a plot near by, will, I beg to lay before you, be injustice to me, and I have the honour to request you therefore to give me fair treatment and relinquish my remaining property from acquisition and take only as much as is required for road free of charge which I am willing to give you without acquisition.'

Proposed by the Chairman, Improvements Committee, seconded by Mr. Shah—

'That the matter be referred to the Improvements Committee for consideration No. 9. and report.'

The proposition on being put to the vote was declared *carried*."

**Resolution 113.**—Referred to the Land Sub-Committee for consideration and report.

6. Re: Board's Resolution No. 8, dated 7th February 1928, re: Dadar-Matunga Estate—  
complaint regarding putting up of a urinal, washing places and coffee  
shop in close proximity to plot 807.

( File No. Mis. 377/26. )

Considered Board's Resolution No. 8, dated 7th February 1928 :—

"Considered the following letter from Mr. Goostad Khodadad Koochebiogi re: putting up of a urinal &c. in close proximity to Plot 807 at the Dadar-Matunga :—

'I beg to place the following matter before you for favour of your very urgent consideration :—

I have noted with extreme regret and surprise the intention of the Municipal Corporation to put up a urinal, washing place and a coffee shop in very close proximity to plot No. 807, Dadar-Matunga Estate which I recently leased from the Trust.

I have already submitted plans for the erection thereon of a most up-to-date building to be used as first class residential quarters.

I need hardly point out that the provision of a urinal and similar structures in the near vicinity of my plot would entirely ruin my property. I may even proceed further and say that it will practically stop the sale of any other Trust plots in the locality and thereby put the Trust to a very heavy loss.

Under the circumstances, I have the honour to request you to please take up the matter with the Corporation and do your utmost to prevent them ruining what is about the finest and most valuable land at the entrance of the Dadar-Matunga Estate.'

Proposed by the Chairman, Improvements Committee, seconded by Dr. Master—

'That the matter be referred to the Improvements Committee for consideration No. 8. and report.'

The proposition on being put to the vote was declared *carried*."

**Resolution 114.**—Referred to the Special Sub-Committee appointed under Committee Resolution No. 265, dated 22nd November 1925.

7. Re : Notice of motion by Mr. P. G. Sahasrabudhe, approved under Board's Resolution No. 14, dated 7th February 1928, re : retention of Maruti Temple near Byculla Station, drawing attention of the Committee to previous Resolution.

Considered Board's Resolution No. 14, dated 7th February 1928 :—

"In accordance with notice of motion, it was—

Proposed by Mr. Sahasrabudhe—

'That the attention of the Improvements Committee be drawn to the previous resolution No. 14. lution regarding the retention of Maruti Temple near Byculla Station, and the reference made by the Bombay Municipal Corporation about 2 years back, and their attention be also drawn to the dilapidated and dangerous condition of the outer portion of the Temple, and they be requested to expedite the report at an early date, both in the interests of the Temple or the Board.'

The motion was seconded by Mr. Pupala and *carried*.

**Resolution 115.**—The Land Sub-Committee is requested to expedite the report called for in Committee Resolution 484 dated 23rd August 1927.

8. Re : Notice of motion by Dr. Choksy approved under Board's Resolution No. 12, dated 7th February 1928, re : rents of pre-war chawls.

Considered Board's Resolution No. 12, dated 7th February 1928 :—

"In accordance with notice of motion, it was—

Proposed by Dr. Choksy—

'That the Board is of opinion that the rents of their pre-war chawls should not be increased and that the Improvements Committee's Resolution No. 672 dated 6th December 1927 be rescinded so far as it relates to the increase of rents of those chawls, and any excess rent collected shall be refunded.'

The motion was seconded by Mr. M. M. Desai.

*Amendment*—Proposed by Mr. Baman-Behram, seconded by Mr. Shivdas C. Thakkar—

'That the subject matter of the proposition be referred to the Improvements Committee No. 12. mittee for consideration and report in 2 months.'

After the debate had proceeded for a considerable time, Mr. Vaidya moved—

'That the question be now put.'

The motion was seconded by Dr. Balsara and *carried*.

After the mover of the proposition had replied to the proposition, the amendment was put to the vote and declared *carried* by a large majority. It was also *carried* as a substantive proposition."

**Resolution 116.**—Referred to the Land Sub-Committee for consideration and report.

9. Re: Dadar-Matunga Estate—plot 214—Re-entry.

(File No. Misc. 102/28.)

Considered Estate Agent's No. 2421, dated 7th February 1928:—

"I have the honour to state that by an agreement, dated 20th August 1919, the above plot was let to Mr. Kallianji J. Mody at a rent calculated at 4½% on Rs. 8-8-0 per square yard.

2. The area of the plot is 1104 sq. yds. and possession thereof was given to the above named building tenant on 17th March 1922. The building period of 36 months expired on 17th March 1925 and no building plans have been submitted nor any building work started.

3. The deposit paid herein is 5% Ten Year Bonds 1933 for Rs. 800.

4. The ultimate ground rent is Rs. 424. A suit was filed against the building tenant in the Small Causes Court for the recovery of the arrears of rent amounting to Rs. 292 for 3 quarters ending 17th September 1927 and a decree was passed against him for Rs. 320-10-0 including costs. This amount had to be paid within 8 days from the decree. Another 2 quarters' rent has, however, since become due and the total arrears of rent therefore amount to Rs. 504 up to 17th March 1928, which is 5 quarters in all. Adding to this the costs of the decree *viz.*, Rs. 28-10-0, the total amount recoverable comes to Rs. 532-10-0.

5. The building tenant has failed to satisfy the decree; but the same has however not yet been executed owing to the man's evident inability to pay under any circumstances.

6. The building tenant has since been interviewed and he states that he is unable to pay the amount of the decree as he has lost all his capital of Rs. 50,000 which he had when he went in for this plot. He was trading in iron on his own account and lost very heavily due to fall in the iron market some six years ago.

Afterwards for some time he speculated in cotton and lost in this transaction too. He then joined the firm of Messrs. Shantilal Purmanand as partner in iron business. This firm also lost heavily and his share of loss came to about Rs. 25,000.

He is at present a servant in the firm of Premji Umersi and draws a salary of Rs. 300 per month and decrees to the extent of Rs. 90,000 are outstanding against him and he sees no chance of paying them too.

7. It would therefore appear to be useless to attempt to recover the amount of the decree by executing the same by attaching the man's property, failing which, he would have to be jailed, and there is no alternative but to re-enter on the plot.

8. It is, therefore, suggested that the Improvements Committee may pass a resolution determining the said agreement, appropriating the whole of the deposit in securities above referred to towards satisfaction of the Board's claim against the building tenant and authorising the undersigned to re-enter upon and take possession of the plot on behalf of the Board."

**Resolution 117.**—The suggestion made by the Estate Agent in para 8 of his No. 2421, dated 7th February 1928, is approved.

10. Re: Scheme 3—Cases Nos. 437A & B (Dongri Market)—write off of Trust dues consequent on the insolvency of the late contractor, Joomabhoy Mahomed.

(C. R. 139/26.)

Considered Estate Agent's No. 2494, dated 8th February 1928:—

"I have the honour to invite your attention to the Improvements Committee's Resolution No. 139 of 19th August 1926, and to state that in pursuance of the said Resolution, Mr. Joomabhoy was asked under Land Manager's No. 7253 of 27th August 1926 to pay up the amount of Rs. 4500 in full satisfaction of the decree.

2. Mr. Joomabhoy instead of paying up the full amount wrote on 25th September 1926 that he could not pay up the full amount at once, but would pay only Rs. 2000 first and the balance in two instalments of Rs. 1250 each.
3. In reply, he was informed by the Land Manager under the orders of the Chief Officer to pay Rs. 2000 at once as promised, and Rs. 1250 in November 1926 and Rs. 1250 in December 1926.
4. He did not pay anything as promised though he was asked several times to do so. Eventually when the Trust Solicitors wrote to him that the Trust would not wait any longer and would take steps to execute the decree against him, he paid Rs. 2000 on 3rd January 1927.
5. Mr. Joomabhoy however failed to pay the two further instalments of Rs. 1250 each as agreed upon.
6. A demand notice was therefore again sent to him through the Trust Solicitors on the 7th March 1927 which was replied to by him by his letter dated the 22nd March 1927, wherein he asked for one month's time to pay the first instalment and three months' time for the payment of the second. He further stated that if the Trust proceeded in execution as threatened, he would be compelled to have recourse to the Insolvency Court.
7. This concession was also granted under condition that no further postponement was asked for. No instalments were however paid by Mr. Joomabhoy, and therefore a personal attachment was eventually issued. The contractor hid himself for some time but at last he was arrested on 23rd May 1927 and placed before the Judge when he expressed his inability to pay the amount. The Judge thereupon directed him to file a petition in insolvency or go to gaol. He filed his petition in insolvency and was released.
8. A claim as usual for the balance of Board's dues was lodged with the Official Assignee for Rs. 10392-14-0. The date of discharge of the insolvent was fixed for the 18th October 1927. The Trust Solicitors took a search of the schedule filed by the insolvent, which showed that his total liabilities amounted to Rs. 9150 while the total assets were shown as worth Rs. 75 only consisting of paltry pieces of furniture.
9. Attempts were made to ascertain if the contractor owned any property in Bombay with a view to oppose his discharge, but it was found that no property was standing in his name.
10. It is now obvious that the Trust will lose practically the whole of the amount outstanding, and I have therefore to request the favour of your obtaining the Improvements Committee's sanction to write off the amount of Rs. 7262-3-4 and forego cost and interest amounting to Rs. 3130-10-8 as a bad debt."

**Resolution 118.**—Sanction is accorded to the sum of Rs. 7,262-3-4 and Rs. 3130-10-8 being written off.

11.

Re: Scheme 57 — Sewri Quarry No. 2.

(File No. Mis. 758/23—Ref. C. R. 167/27.)

Considered the following:—

(a) Mr. D. M. Bilimoria's letter, dated 23rd November 1927:—

"I have the honour to lay before you the following facts which I hope and pray may meet your and the Board's kind consideration.

In June 1925 I took up the contract of quarrying stone on the Board's land at Sewree, Golangee Hill Road, which was to be for a period of 5 years from November 1924. The quarrying lease would expire in November 1929. The payments were to be made by monthly instalments in such a way that for about the last 16 months of the term I would enjoy the quarry free of rent.

The lease further provided that I was not to quarry a greater quantity of stone than the equivalent in value of the money from time to time paid by me. I have also deposited with the Board a sum of Rs. 7,000.

In December 1926 there was a variation in the terms arranged whereby the period was extended from 5 years to 6 years with certain other modifications in the original lease. However due to my ill-luck and heavy depression in business I was not able to pay instalments regularly and a suit was filed against me in the High Court claiming the full amount of the premium as if the whole period of my contract had expired and I had failed to pay anything more. Even in face of the pending litigation, I paid a sum of over Rs. 3,000 and did not contest the suit nor put in any written statement but allowed a decree to be passed against me by consent under which if I paid off the amount due by a particular period, I was to be reinstated. The limit of time expired about 3 weeks ago. I have been now successful to find out a financier but as certain terms are not finally settled with him I make bold to appeal to you to grant me time till the end of the current year by which time if I fail to carry out my obligations the Board may stand on its strict legal rights.

I submit by the granting of a small extension of time to enable me to resume the contract the Board does not stand to lose anything and I would thereby be given an opportunity to stand on my own legs again. I crave leave to state that if the Board is not prepared to accord me the indulgence sought for I will be a ruined man. I submit the contract has been although beneficial to the Trust and when the time has come for me to recoup my loss, I am in danger of losing the fruits of my labour and the fortune of those who are dependent on me.

Under the circumstances I pray that my earnest appeal for a small extension may be granted and thus an opportunity given to me to reap the fruits of my labour for which act of kindness and justice I shall for ever feel grateful to you."

(b) Estate Agent's No. 18219 dated 12th December 1927 :—

"I have the honour to return herewith your No. Misc. 758/23 of 29th November 1927 and to observe that the above quarry was licensed out to Mr. D. M. Billimoria under Trustees' Resolution No. 488 dated the 11th September 1924.

2. As Mr. Billimoria was in arrears of rent, the Improvements Committee under their Resolution No. 167 of 29th March 1927 decided that a suit should be filed against him for (a) the recovery of the money due and payable by him under the license herein, (b) recovery of the possession of the premises, and (c) the appointment of a Receiver.

3. A suit was accordingly filed in the High Court against Mr. Billimoria but before it reached its hearing he approached the Trust Solicitors for an amicable settlement and a Consent Decree in terms of the various prayers to the plaint was obtained in favour of the Trust on the 6th July 1927. The Trust Solicitors thereafter informed the lessee's solicitors in accordance with the arrangement approved by the Improvements Committee under their Resolution No. 392, dated the 5th July 1927, that the Trust would not take any steps to execute the decree, so far as payment of the amount due was concerned, for four months.

4. The possession of the quarry was received on the 9th July 1927.

5. The 4 months' time granted in connection with the consent decree above referred to expired on the 6th November last and as no payment was received from Mr. Billimoria the Trust Solicitors were instructed to communicate with the lessee's solicitors about their client's lapse.

6. The outcome of the Trust Solicitors' representations to the lessee's solicitors appears to be the present application from Mr. Billimoria, in which he requests that a further extension of time up to the end of this year may be granted to him to enable him to pay up all his arrears.

7. Mr. Billimoria owes the Trust the two amounts as mentioned below :—

Total dues for rent and interest...	...	Rs.	2.	p.
Municipal Taxes ...	...	19,942	15	2
		11,775	9	0
		<u>31,718</u>	<u>8</u>	<u>2</u>

The figures of the Trust Solicitors' bill of costs in connection with this matter are not yet available.

8. Mr. Billimoria's tactics appear to be to gain further time. His pecuniary circumstances are such as to render it almost impossible for him to pay up all his dues.

9. It is therefore suggested that his request should be refused and he should be informed that action will shortly be taken for the execution of the decree by personal attachment."

(c) Mr. D. M. Billimoria's letter, dated 23rd January 1928 :—

"Referring to your letter No. Mis. 758/23 of the 18th instant, I beg to inform you that the letter addressed by me on the 23rd November 1927, was intended for the Chairman of the Improvement Trust Committee.

Furthermore that the joint survey of the Quarry No. 2 which was arranged for by my engineers Messrs. Gilbert-Lodge & Co. having been sanctioned by you and the joint survey duly completed and the necessary measurements taken and particulars pertaining thereto were agreed upon, I am now prepared to pay any dues in accordance with the measurements taken and accepted on hearing from you.

Under the circumstances, I shall be thankful of your kind orders to start quarrying operations.

Please also note to address further communications on the subject to Messrs. Gilbert-Lodge & Co."

(d) Estate Agent's No. 1942, dated 30th January 1928 :—

\*\* \* \* \* \*

2. Mr. Gilbert-Lodge on behalf of Mr. D. M. Billimoria asked that a joint survey might be carried out by the Trust to ascertain the total amount quarried by his client. As this information was necessary the joint survey was duly carried out by the Trust Engineer and the total amount quarried was agreed upon at 17,065 brass solid, which at Rs. 5-4 per brass amounts to Rs. 89,591-4 as against the amount of Rs. 88,500 actually paid by Mr. Billimoria.

3. It would appear that Mr. Billimoria wants to settle this matter on the basis of the stone actually quarried by him. On this basis he therefore owes to the Trust Rs. 1,091-4-0 plus interest up to the end of January 1928 amounting to Rs. 3,411-4-6 in all Rs. 4,502-8-6. Against this, the Trust hold securities consisting of 6% Bonds 1931 of the face value of Rs. 7,000.

4. The important matter in this connection however is the fact that the Municipal Taxes amounting to Rs. 11,775-9-0 are owing by Mr. Billimoria, and as he has failed to pay the same, the Trust are liable for this amount and are being threatened with a suit by the Municipality. The undersigned has therefore given a verbal promise to the Assessor and Collector that this amount will be paid by the Trust in the course of next few weeks. In the meantime, I have asked Mr. Gilbert-Lodge to urge his client to pay this amount, failing which he was informed that any settlement on the basis of the stone actually quarried cannot be considered.

5. The Trust has obtained a decree against Mr. Billimoria for Rs. 83,711-3-0. The Solicitors' costs in the matter are not yet to hand. This decree is not inclusive of the Municipal taxes as a decree cannot be obtained until the money has been actually paid by the Trust. The execution of the decree has been kept pending until the matter of Mr. Billimoria's last application has been dealt with by the Improvements Committee."

(e) Chief Officer's note, dated 2nd February 1928 :—

"By their Resolution No. 167, dated the 29th March last the Committee (1) revoked the license to quarry, (2) authorized Mr. Burge to re-enter on the premises on behalf of the Board, and (3) decided to file a suit for the recovery of the license money and to recover possession of the premises.



2. Before the suit came on for hearing, Mr. Billimoria's legal representatives approached the Board's Solicitors with a view to coming to a settlement and it was eventually agreed, with the consent of the Committee, that a consent decree should be obtained. It was further agreed that the Trust should not take any action to enforce payment for four months. If during the four months Mr. Billimoria paid all arrears of instalments and taxes, then the Trust were to allow him to re-enter on the quarry on the same terms as before.

3. The decree was obtained on 6th July last and the four months expired on 6th November last. No payment was received from Mr. Billimoria either by the Trust in respect of the instalments or by the Municipality for taxes due. The amount which he should have paid to enable him to obtain the benefit of the arrangement come to, is Rs. 31,718-8-2 which is made up as follows :—

			Rs.	a.	p.
Instalments and interest	...	...	19,942	15	2
Municipal Taxes	...	...	11,775	9	0
			<u>31,718</u>	<u>8</u>	<u>2</u>

to which must be added the Board's Solicitors' costs, the amount of which is not yet known.

4. The license provided that should any instalment not be paid on due date the whole amount, including future instalments, should at once become payable. The decree therefore is for Rs. 83,711-3-0.

5. Mr. Billimoria did not quarry as much stone as he might have done. The quantity actually taken out is 17,065 brass solid which at Rs. 5-4-0 per brass amounts to Rs. 89,591-4-0. The amount paid by him is Rs. 88,500, so on this basis he owes Rs. 1,091-4-0 plus interest up to the end of January on instalments paid in arrear; as this interest amounts to Rs. 3,411-4-6 the total amount due to the Trust is Rs. 4,502-8-6 to which must be added Rs. 11,775-9-0 for Municipal Taxes and an unknown amount for the Board's Solicitors' costs.

6. In his letter of the 23rd of November, Mr. Billimoria stated that he had been successful in finding some one to finance him but as certain terms had not been settled he asked for time up to the end of December. In his letter of the 23rd January, he says he is prepared to make payment on the basis of the stone actually taken up by him and asks for permission to restart quarrying operations.

7. In my opinion, Mr. Billimoria's request should not be acceded to, but on the other hand, I do not consider that it would be right to attempt to enforce the decree for the full amount of Rs. 83,711-3-0.

8. If the opinion expressed in the last para is agreed to, then it will be for consideration whether an attempt should be made to recover the sum of Rs. 31,718-8-2 (see details in para 3) or the actual value of the stone quarried and not paid for, interest on instalments and Municipal Taxes which together amount to Rs. 16,278-1-6.

9. We have in hand by way of deposit Rs. 7,000 in 6% bonds 1931 and this can be appropriated against the amount due. The balance together with the amount of the Solicitors' costs may possibly be obtained by execution of the decree.

10. I suggest, therefore, that as a matter of grace: the value of the bonds be set off against the amount of Rs. 16,278-1-6 and the balance plus Solicitors' costs be obtained, if possible, by executing the decree."

**Resolution 119.**—The suggestion made by the Chief Officer in para 10 of his note, dated 2nd February 1928, is approved.

12. Re : Sydenham Road Chawls—two-room tenements—reduction of rents.

(File No. Mis. 88/28.)

Considered the following :—

(a) Estate Agent's No. 2105, dated 1st February 1928 :—

"The rents of these tenements were fixed by the Board under Trustees' Resolution No. 31 of 26th January 1927 as below :—

<i>Floor.</i>	<i>Middle rooms.</i>	<i>End rooms.</i>
	Rs.	Rs.
Ground ...	34	36
First ...	36	38
Second ...	38	40
Third ...	38	40

These rents were subsequently reduced as per Committee's Resolution No. 126 of 16th September 1927 as under :—

<i>Floor.</i>	<i>Middle rooms.</i>	<i>End rooms.</i>
	Rs.	Rs.
Ground ...	30	32
First ...	32	34
Second ...	32	34
Third ...	32	34

A further reduction of Rs. 4 per tenement was made under Committee's Resolution No. 327 of 21st December 1926 and the rents at present charged are therefore :—

<i>Floor.</i>	<i>Middle rooms.</i>	<i>End rooms.</i>
	Rs.	Rs.
Ground ...	26	28
First ...	28	30
Second ...	28	30
Third ...	28	30

Even at this reduced rent the number of occupied tenements on 1st February 1928 is only 14 out of a total number of 136 tenements, and although strenuous efforts are being made to get tenants to occupy the rooms they have so far proved unsuccessful. The percentage of vacancies as on 31st January 1928 is nearly 90 entailing a loss of rents of Rs. 3,462 per month or Rs. 41,544 per annum, tenements of the monthly rent of Rs. 406 being occupied out of the full letting value of Rs. 3,868.

Intending occupants consider these rents as still very high and they offer Rs. 16 to Rs. 20 per tenement.

Although the rents at present charged are fair compared with the prevailing rents in the locality in private properties, I suggest that in order to minimise the loss to the Trust on account of heavy vacancies the rents be further reduced and fixed at Rs. 20 for ground floor middle rooms and Rs. 21 for end rooms, and for the upper floors Rs. 21 and 22 respectively.

If the Chief Officer approves of this proposal, the Improvements Committee's sanction may kindly be obtained to the reduction of rent as suggested."

## (b) Chief Officer's note, dated 3rd February 1928 :—

"These tenements are really small flats. Each contains two rooms and has its own washing and sanitary arrangements. The single room tenements adjoining are being let at Rs. 10 and Rs. 11 per month. It is evident that a drastic reduction must be made in the rents in order to attract tenants and I, therefore, support the Estate Agent's proposal."

**Resolution 120.**—The proposal to reduce the rents to Rs. 20 and 21 respectively for middle rooms and end rooms on the ground floor and Rs. 21 and Rs. 22 respectively for middle rooms and end rooms on the first, second and third floors is approved.

13. Re : Foras Road Chawls—reduction of rents.

(File No. Mis. 89/28.)

Considered the following :—

## (a) Estate Agent's No. 2104 dated 1st February 1928 :—

"The rents of the rooms for the above chawls were revised under Trustees' Resolution No. 160, dated 16th April 1925 and fixed at Rs. 13/5, Rs. 14/5 and Rs. 15/5 for the middle rooms, end rooms near the washing places and those abutting on two open spaces respectively.

2. A further reduction was made under Committee's Resolution No. 327 of 21st December 1926 to Rs. 9, Rs. 11 and Rs. 12 respectively.

3. On the 31st January 1928 the vacancies in different classes of rooms is as given under :—

Total No. of rooms. Rooms vacant on 31st January 1928.

				Rs.
1,072	295 rooms at Rs. 9 per month	...	..	2,655
96	49 " " 11 "	...	...	539
176	53 " " 12 "	...	...	636
1,344	397 rooms.	Total	...	3,830

4. There are in all 1,504 rooms in the above chawls out of which 160 rooms are to be let to the Bombay Municipality for their conservancy staff thus leaving a balance of 1,344 rooms. It will thus be seen that on these 1,344 rooms, the percentage of vacancies is nearly 30 which means a loss of Rs. 45,960 per annum.

5. To reduce this loss, it is suggested that the rents should now be further reduced to Rs. 8 for the middle rooms, Rs. 9/8 for rooms abutting on washing places and Rs. 10 for the end rooms abutting on two open spaces.

6. The two latter classes of rooms are about 1/8th bigger than the middle rooms and have facility of windows and are practically two-room tenements and hence the difference in rent.

7. It is hoped that the proposed reduction will result in minimising the vacancies, and if the Chief Officer approves, the Improvements Committee's sanction may kindly be obtained for the same."

(b) Chief Officer's note, dated 3rd February 1928 :—

"I support the Estate Agent's proposals. Since we reduced the rents of the Mazagaon chawls many rooms have been occupied with the result that the gross rental has been increased by about Rs. 20,000 a year."

**Resolution 121.**—The proposal to reduce the rents, contained in para 5 of the Estate Agent's No. 2104, dated 1st February 1928, is approved.

14. Re : West Agripada Estate—Trust's motor garage at—Improvement of.

(Ref. C. R. 51, dated 17-1-1928. T. R. 4, dated 7-2-28.)

Considered Estate Agent's No. 2716, dated 10th February 1928 :—

"I have the honour to forward herewith for sanction a copy of the Trust Engineer's Plan\* No. 9723/B 21-22 and an Estimate No. A/8-2-28 (printed below) amounting to Rs. 14,600 for the proposed roof over the central open space of the garage.

2. A copy of the Trust Engineer's covering letter No. 1404, dated the 9th instant, is also forwarded herewith, and as requested therein 2 copies of the plans have been forwarded to Messrs. Brigg Brothers & Co., for their signature in token of their approval."

*Engineer's covering letter No. 1404, dated 9th February 1928, addressed to the Estate Agent:—*

"I have the honour to forward herewith for your information copies of plans\* sheets No. 9723/21-22/B and Estimate A/8-2-28 amounting to Rs. 14,600 for the proposed cover shed over the central open space of the garage.

There will be, in addition, some work to be done to the existing sheds and office buildings by way of maintenance which will be met from the balance out of the sanctioned amount of Rs. 15,000.

The arrangement shown in the plans has been discussed and approved by Messrs. Brigg Brothers & Co.

The additional copies of the plans accompany for being forwarded to Messrs. Brigg Brothers & Co. who may be requested to return early one copy duly signed in token of their approval."

Estimate for a covering shed over Court Yard of Motor Garage, Agripada, Scheme No. 32—

800 Cft.	Excavation in earth and pavement for foundation of columns and removal of surplus earth	5 0 0 % Cft.	40 0 0
212 "	Lime concrete in foundations	50 0 0 "	106 0 0
92 "	R. I. F. Concrete bases of columns built complete	1 12 0 Cft.	161 0 0
310 "	R. I. F. Concrete columns built complete, including additional lengths over existing stanchions and columns	3 4 0	1,008 0 0
26 Nos.	R. I. F. Concrete brackets 9" x 7" x 6" to support R. S. beams including fixing bolts	2 0 0 each	52 0 0
45 Cft.	Stiffening existing 4" x 3" R. S. stanchions in the western shed with R. I. F. concrete making the section 7" x 8" ( $\frac{1}{2}$ dia. rods 4 Nos.)	2 12 0 Cft.	124 0 0

\*Not printed.

(continued from last page.)

20 Nos.	Removing existing 4" x 3" R. S. stanchions after breaking the concrete foundation including supporting of the roof trusses ...	4	0	0	each	80	0	0
20 "	Re-utilizing existing 3" x 4" stanchions as beams for supporting the trusses of the eastern shed between the line of columns including painting ...	6	0	0	"	120	0	0
8 Nos.	Providing and fixing new 3" x 4" beams (total weight=10 Cwt.) including painting.	14	0	0	each	112	0	0
5 "	Extra for special arrangement for extending the existing R. I. F. concrete columns ...	3	0	0	"	15	0	0
135 Cwt.	Providing and fixing steel trusses including painting ...	14	0	0	Cwt,	1,890	0	0
145 "	Providing and fixing angle iron purlins including necessary stiffeners in the end bays, cleats with bolts and nuts including necessary rivets and painting ...	11	0	0	"	1,595	0	0
12 "	Fixing old 2½" x 2½" x ½" angle iron for top ventilators including painting ...	5	0	0	"	60	0	0
13500 Sft.	Providing and fixing corrugated iron sheets for roof including fixing hooks ...	21	0	0	% Sft.	2,835	0	0
360 Rft.	Removing existing gutter including necessary alterations to the end of existing roof ...	1	0	0	Rft.	360	0	0
1300 Sft.	Providing and fixing zinc gutters including clamps, etc. and painting ...	1	0	0	Sft.	1,300	0	0
240 Rft.	Providing and fixing 4" C. I. rain water pipes including painting utilizing some of the existing pipes which are serviceable ...	1	0	0	Rft.	240	0	0
15 Nos.	Providing inspection pits with gratings for the C. I. downtake pipes utilising some of the existing gratings ...	5	0	0	each	75	0	0
	Additional pipe drains including excavation and connections with existing Storm Water Drainage ...				Job	100	0	0
	Repairing the pavement disturbed by the trenches of columns, inspection pipes and S. W. pipe ...				Lot	200	0	0
41 Rft.	Removing existing concrete coping of compound ...				"	5	0	0
775 Sft.	R. I. F. concrete wall 3½" thick including special reinforcements for the supporting of the roof purlins ...	75	0	0	% Sft.	581	0	0
1100 "	Providing and Fixing glazed top lights including steel frames and painting ...	1	8	0	Sft.	1,650	0	0
120 Sft.	Do. do. in the endwall	1	8	0	"	180	0	0
16 "	Fixed glass louvres with teakwood frames and painting ...	1	8	0	"	24	0	0
14 "	X. P. M. ventilators with teakwood frames and painting ...	1	0	0	"	14	0	0

(continued from last page.)

80 Sft.	Corrugated iron sliding door with flat bars, etc., complete including necessary bolts, wheels and painting	... .. 2 4 0 "	180 0 0
4 Nos.	Breaking R. I. F. concrete wall for putting glass louvres and X. P. M. and making good the same after fixing the louvres and X. P. M.	... .. 5 0 0 each	20 0 0
63 Rft.	Concrete coping on top	... .. 0 8 0 Rft.	32 0 0
44 Columns.	Extra for providing and embedding bolts in the top of columns for securing the trusses	... .. 1 0 0 Col.	44 0 0
102 Sft.	Providing and fixing a weather shade of corrugated iron sheet with angle iron frame in front including painting	... .. 0 6 0 Sft.	38 0 0
			Rs. 13,241 0 0
	Add 10% for contingencies and supervision	...	Rs. 1,324 0 0
			14,565 0 0
			Say Rs. 14,600 0 0

**Resolution 122.**—The estimate amounting to Rs. 14,600 is approved.

15.

Re: Dadar-Matunga—plot 622—re-layout.

(File No. Mis. No. 26/23.)

Considered the following:—

(a) Trust Architect's No. 3327, dated 20th December 1927:—

"I have the honour to forward herewith plans\* showing the original building area bounded by yellow lines and the re-layout of the same by red lines as received from the Lessee's Architects.

There is no objection to the proposed extension of the main building for a depth of 20 feet in the rear for the full height in place of the building area of the outhouse. The proposal may be allowed subject to extra ground rent being paid in proportion to the additional floor area gained."

(b) Estate Agent's No. 479, dated 10th January 1928:—

\* \* \* \* \*

2. The building tenant of this plot is also the lessee of Plot No. 623 on the East, and he proposes to do away with the ground floor outhouse, and to extend the depth of the main building, by 20 ft. to its full height. The lessee of the plot on the west was written to asking him if he has any objection to the proposed variation of the layout of Plot No. 622, and a copy of his letter is forwarded herewith, (printed below) in which he states that he strongly objects to the proposal as it would affect his bungalow on Plot No. 615 adversely as regards the airshaft etc.

3. It will be seen from plan that there is a large playground at the rear of plot No. 615 and a garden on the north of the plot and, in the opinion of the undersigned, the objection is unreasonable.

4. Under the proposal the sanctioned floor area of the building will be increased from 17,940 square feet to 21,060 sq. ft. which is an increase of 17½%. The ground rent will therefore be increased by 17½% which will amount to an additional rent of Rs. 228 per annum.

5. It is, therefore, suggested that the proposed variation of the layout of this plot should be allowed on payment of extra ground rent amounting to Rs. 228 per annum."

\* Not printed.

*Copy of letter, dated 31st December 1927, from Mr. B. C. Gaiporia (Plot No. 615) referred to in para 2 above:—*

"With reference to your letter No. 18960 of 1927 to the Zoroastrian Building Society, Ltd., I beg to inform you that I am very strongly opposed to the proposal of the tenant of the above the plot being allowed to do away with the intermediate open space and to join the outhouse to the proposed main building as it would affect my bungalow on plot No. 615 adversely as regards the airshaft etc. The tenant of plot No. 623 can obviously have no objection as he himself wishes to construct the proposed building on plot No. 622.

I have also advised the Secretary, the Zoroastrian Building Society, Ltd., to intimate to you my disapproval to the proposal being given effect to."

(c) Chief Officer's note, dated 2nd February 1928:—

"I have inspected this and am of opinion that Mr. Gaiporia is not justified in objecting to the proposal."

**Resolution 123.**—The proposed relayout is approved subject to the lessee agreeing to pay extra ground rent amounting to Rs. 228 per annum.

16. Re: Nowroji Hill Estate—plot 114—withdrawal of offer for plot.

(File No. Mis. 373/27.)

Considered Chief Officer's note, dated 2nd February 1928:—

"In their Resolution No. 606, dated 8th November 1927, the Committee agreed to lease this plot to Dr. Patel at a ground rent calculated at 6% per annum on Rs. 75 per sq. yd. for the purpose of constructing a building for poor widows of the Khoja community.

Dr. Patel saw me last week and informed me that he did not want to proceed with the matter as the two Khoja gentlemen whom he proposed to make trustees had taken objection to the site as it is next to a Hindu temple and also the two Hindu gentlemen who were to act as Trustees had objected to certain clauses in the draft Trust deed and also required that the whole cost of the building should be paid down at once."

**Resolution 124.**—Recorded.

17. Re: Scheme 60, Naigaum—Case No. 42—refund of Rs. 1800 to the claimant.

(File No. Misc. 76/28.)

Considered the following:—

(a) Estate Agent's No. 1781, dated 28th January 1928:—

"The property in the above Case abuts on Naigaum Road and consists of 4190 sq. yds. of land with one chawl abutting on that road and another in the rear and is shown on the accompanying plan\* No. 10 of 24-1-1928 by a red verge line. It was acquired on 22-3-1923 and the total compensation paid for the same was Rs. 64,055.

2. Before the payment was made, Messrs. Tambe & Vaidya, Engineers on behalf of the claimant, entered into negotiations for a Rent Contract of the front chawl and agreed to deposit the whole of the compensation amount received by him with the Trust on condition that an area of about 1444 sq. yds. including the front chawl would be leased to their client after the development of the Naigaum Estate on the terms to be decided later on. This arrangement was sanctioned by the Chairman as per his No. Misc. 424/23 of 12-5-1923 and the claimant Mr. Namdev Keroo Thakar paid into the office of the Secretary the sum of Rs. 51,247 on 5-5-1923.

3. The area originally proposed to be leased to the claimant shown by red scoring on the accompanying plan could not be made available owing to the non-construction of the 40' proposed road and the non-acquisition of the Temple in Case No. 41 on the North.

\* Not printed.

4. Messrs. Tambe & Vaidya by their letter of 19-4-1926 made an alternative proposal to the Trust *viz.* that their client should be given a lease for 999 years of an area of 517 sq. yds. including the front chawl on a nominal rent of Re. 1 per annum, on his paying Rs. 36,000 being the value of the front chawl with an area of 517 sq. yds. land to the Trust, the balance of the amount of the deposit Rs. 15,247 which represented the value of the rear chawl and the rest of the land being refunded to him. This could not be agreed to as the claimant wanted the front chawl on the land on which it stands, at the figure at which it was acquired.
5. The claimant was, therefore, asked in reply whether he was prepared to take up the area shown coloured red on the accompanying plan\* with the chawl thereon, in which case the terms of settlement would be handed to him.
6. Mr. Vaidya in reply stated that his client was willing to retain possession of the chawl with an area of 517 sq. yards only and that the Trust should refund to him the balance of the amount of the award *viz.* Rs. 15,247. In the event of the Trust not agreeing to his proposal, he stated that his client wanted the return of the full amount of the award deposited by him *viz.* Rs. 51,247 and that the Rent Contract should be cancelled.
7. As it was not advisable to allow him to retain the chawl with only 517 sq. yards. for the amount awarded to him *viz.* Rs. 36,000, the matter was referred to the Chief Officer who passed orders for the refund of the full amount of Rs. 51,247 deposited with the Trust by Mr. Namdev.
8. After the receipt of this full amount of deposit *viz.* Rs. 51,247 Mr. Namdev Keroo claimed interest on Rs. 15,247 for the period it remained with the Trust *viz.* from 5th May 1923 to 6th August 1926.
9. Mr. Namdev Keroo, under the circumstances mentioned above, was not legally entitled to the interest he claimed and therefore his request was not granted.
10. This office insisted on the whole amount of the compensation received by Mr. Namdev Keroo being deposited with the Trust to make sure that he would be able to carry out his obligation when the lease proposed to be granted would be given to him in the near future, though by his Engineer's letter, dated the 24th March 1923, he wanted to refund to the Trust such amount as represented the value of the front chawl and receive the rents therefrom till such time as the Trust were ready to hand over the developed plot etc.
11. If the arrangement of leasing him a plot of land with the front chawl had been carried through in a reasonable time, he would not have claimed interest. As it is, Rs. 15,247 were lying with the Trust for over 3 years and it is submitted that it will be equitable to recompense him for the same.
12. Mr. Namdev Keroo was, therefore, asked through his engineer Mr. Tambe, under Land Manager's No. 7703, dated 17th September 1926, whether he was prepared to accept the net return received by the Trust from the rear chawl for the period from the date of deposit of Rs. 15,247 to the date of receipt of the total amount of Rs. 51,247 by him, and informed that on receipt of a reply from him the matter would be placed before the Chief Officer for consideration.
13. Mr. Namdev after thinking over the matter for nearly 16 months and several interviews, has eventually agreed to accept the proposal.
14. The Trust has received a gross rental of Rs. 2,400-8-0 from the rear chawl since 5th May 1923, the date of the deposit of the amount by Mr. Namdev till 6th August 1925 the date of the return of the same to him.
15. After making an allowance of Rs. 600-8-0 at the rate of 25 per cent for outgoings from the gross amount, the balance would be Rs. 1,800 *i. e.*, the net income from the rear chawl.
16. If the Chief Officer approves of the proposal made under Land Manager's No. 7703 of 17th September 1926 which has now been accepted by the claimant, it is submitted that the Improvements Committee's sanction may please be obtained for the refund of the net income of Rs. 1,800 to Mr. Namdev."

\* Not printed.



## (b) Chief Officer's note, dated 2nd February 1928:—

"We are under no legal obligation to allow interest on the Rs. 15,247 but in as much as we have received the rents of the rear chawl, I consider that we should agree to the proposed payment of Rs. 1,800."

**Resolution 125.**—The amount of Rs. 1,800 should be refunded to Mr. Namdev Keroo as proposed.

18. Re: Dadar-Matunga—plot 121 (South) Change of user.

(File No. Mis. 92/28.)

## Considered Estate Agent's No. 2143, dated 2nd February 1928:—

"I have the honour to state that the above plot is included in the group of plots agreed to be leased to the Daxini Brahmin Co-operative Housing Society, Limited.

2. The building on the above plot has been erected but no completion certificate has yet been granted by the Trust Architect.

3. Under the terms of the letting, the building is to be used for residential purposes only; but the same has at present been occupied by the Indian Education Society's King George English School.

4. The Trust Architect wrote to the building tenants to stop the unauthorised user as a school. The Society's Secretary has, however, by his letter No. 271, dated the 17th ultimo, replied requesting permission to be allowed to continue the user of the premises as a school for the reasons stated therein. A copy of this letter as also a copy of the letter from the Principal of the School is forwarded herewith for reference.

5. The School authorities have been interviewed in this matter and they state that they have over 1,000 boys on their roll and these cannot be accommodated wholly in their own building on plots Nos. 135 to 145, as the building is of a ground floor only. They contemplate adding two more storeys in the near future as soon as sufficient funds are available.

They have got 14 spacious class rooms where they have made accommodation for 800 boys and the provision for the remaining two hundred has been made in the building on the above plot, which they say is quite near to their own building and suitable for their present need. They will vacate this building as soon as accommodation is available in their own building.

6. The undersigned, therefore, sees no objection to the proposed user of the building as a school, as a temporary measure only on condition:—

(a) that such concession is revocable at any time at the will of the Board, if the user as a school be found a source of nuisance or annoyance to the Board or to any of the surrounding lessees or tenants, and

(b) that the building tenants pay the cost of the necessary license for this change of user."

*Letter No. 271, dated 17th January 1928, from the Secretary, The Dakshini Brahmin Co-operative Housing Society, Ltd., Matunga, addressed to the Trust Architect, referred to in para 4 above:—*

"With reference to your letter No. 3332 T. A. of the 20th ultimo, complaining of the unauthorised use by the King George English School of the building, plot No. 121 at Dadar, I have the honour to state that the Principal of the School has sent an application hereto attached for permission to continue the use for some time more. I may here state for your information that there is a dispute at present pending between this Society and the owner of the aforesaid building one Mr. Athavale in the matter of the Government loan advanced through this Society and it has been referred to "Arbitration" of the Assistant Registrar, Co-operative Societies, and owing to this dispute it is not possible to get a suitable tenant for the house for some time more. The Government and the Society will suffer great loss if the present tenant is removed and the house falls vacant.

I have, therefore, to request you to be good enough to relax the rule and permit the use by the school for some time more as a temporary measure. If necessary, the matter may be placed for the favourable consideration of your Board."

*Letter, dated 15th January 1928, from Mr. M. P. Khopkar, Principal, Indian Education Society's King George English School, addressed to the Secretary of the Dakshini Brahmin Co-operative Housing Society, Ltd., referred to in para 4 above:—*

"In reply to your letter No. 259 of 1927-28 of the 11th instant, asking the school to vacate the building on plot No. 121 as being used for school purposes, I have the honour to request you to allow the school to continue the use of the building for school purposes, for some time to come, I shall be obliged if you will kindly secure the necessary permission from the Improvement Trust for the same purpose.

Thanking you for the trouble."

**Resolution 126.**—The proposed user of the building as a school, as a temporary measure only, is approved subject to the conditions mentioned in para 6 of the Estate Agent's No. 2143 dated 2nd February 1928.

19. Re: Establishment—Secretary & Chief Accountant's Department—Mr. Moses Abraham, clerk—advance from Provident Fund to.

Considered Chief Accountant's note, dated 8th February 1928:—

"Mr. Moses Abraham, a Junior clerk in this Department, applies for the grant of an advance of Rs. 300 from his Provident Fund subscription to meet expenses in connection with his wife's illness and has produced a medical certificate.

Mr. Moses joined the Trust service on 1st April 1920 and his present pay is Rs. 100 plus War Allowance of Rs. 20 per month.

A sum of Rs. 641-3-8 stands to his credit in the Provident Fund Account as his own subscriptions.

He has had advances as under:—

1st advance of Rs. 80 paid in August 1923 and repaid in April 1925.

2nd advance of Rs. 200 paid in April 1926 and repaid in December 1927.

The grant of the present advance of Rs. 300 requires the sanction of the Committee as twelve calendar months have not elapsed since the complete repayment of the last advance.

The advance, if sanctioned, will be recovered in 20 equal monthly instalments."

**Resolution 127.**—The grant to Mr. Moses Abraham of an advance of Rs. 300 out of his Provident Fund Subscriptions repayable in 20 equal monthly instalments is sanctioned.

20. Re: Establishment—Estates & Valuation Department—Mr. F. D. Hiranek, clerk—advance from Provident Fund to.

Considered Chief Accountant's note, dated 27th January 1928:—

"Mr. F. D. Hiranek, a junior clerk, in the Estates and Valuation Department, applies for the grant of an advance of Rs. 150 out of his Provident Fund subscriptions to meet the expenses in connection with his own illness and has produced a medical certificate.

Mr. Hiranek joined the Trust service on 1st December 1921 and his present pay is Rs. 70 plus War Allowance of Rs. 20 per month.

A sum of Rs. 392-4-3 stands to his credit in the Provident Fund Account as his own subscriptions.

He has had advances as under :—

1st advance of Rs. 70 paid in July 1924 and repaid in April 1926.

2nd advance of Rs. 100 paid in May 1926 and repaid in January 1928.

The grant of the present advance of Rs. 150 recommended by the Estate Agent is admissible, subject to the recovery being effected in 20 equal monthly instalments and requires the sanction of the Committee as twelve calendar months have not elapsed since the complete repayment of the last advance."

**Resolution 128.**—The grant to Mr. Hiranamek of an advance of Rs. 150 out of his Provident Fund Subscriptions repayable in 20 equal monthly instalments is sanctioned.

21. Re: Establishment—Secretary & Chief Accountant's Department—Mr. Ramanadhan, clerk—advance from Provident Fund Subscriptions to.

Considered Chief Accountant's note, dated 13th February 1928:—

"Mr. M. K. Ramanadhan, a clerk in this Department, applies for an advance of Rs. 150, out of his Provident Fund subscriptions, to meet the expenses incurred in connection with his wife's illness and has produced a medical certificate.

He joined the Trust service on 19th September 1922 and his present pay is Rs. 85 plus Rs. 20 War Allowance.

A sum of Rs. 413-3-8 less Rs. 25 (being the balance of the last advance) stands to his credit in the Provident Fund Account as his own subscriptions.

He has had advances from his Provident Fund Account as under :—

1st advance of Rs. 80 paid in March 1925 and repaid in full in November 1926.

2nd advance of Rs. 100 paid in November 1926, out of which a sum of Rs. 25 is still outstanding.

The grant of an advance of Rs. 150 would require the sanction of the Committee, as the last advance has not yet been fully recovered.

If the advance is sanctioned, the balance of Rs. 25 of the last loan, will be deducted and only Rs. 125 paid to the applicant, the recovery being effected in 20 equal monthly instalments."

**Resolution 129.**—The grant to Mr. Ramanadhan of an advance of Rs. 150 out of his Provident Fund Subscriptions repayable in 20 equal monthly instalments is sanctioned.

2. The amount of Rs. 25, balance of the last loan, should be deducted from the advance of Rs. 150.

22. Re : Statements showing outstanding reports from the Chief Officer called for by the Improvements Committee and References pending before Sub-Committees.

### Statement A

Showing the Resolutions passed by the Committee asking for reports from the Chief Officer.  
( Vide Committee's Resolution No. 197, dated 5th April 1927.)

Committee's Resolution No. and date.	Subject.
126, dated 10th Aug. 1926.	<p>Notice of motion by Mr. K. F. Nariman, B.A., L.L.B. :—</p> <p>That the Chief Officer be requested to report—</p> <p>(a) The total expenditure per mensem incurred by the Bombay Improvement Trust in maintaining the Tribunal of Appeal.</p> <p>(b) How many cases have been disposed of by the Tribunal since the transfer and how many are pending ?</p> <p>(c) How often does the Tribunal meet in a week and on what days and for how many hours ?</p> <p>(d) What is the average payment per working hour to the President of the Tribunal and what is the expenditure per case since the transfer ?</p> <p>(e) Whether it would be more economical without adversely affecting the efficiency to pay fees per every working hour to the President and whether the Improvements Committee through the Board should make such recommendation to the Government.</p>
217, dated 28th Sept. 1926.	<p>Notice of motion, by Mr. Hoosenally M. Rahimtoola, B.A. :—</p> <p>That the attention of the Chief Officer be invited to the advertisement, dated the 10th September 1926, appearing in the local newspapers inviting applications for the post of the Trust Engineer and he be requested to report at an early date :—</p> <p>(1) What are the reasons for the delay of 4 months in issuing the advertisement when the Board's Resolution on the subject was passed on the 17th May 1926.</p> <p>(2) Why the terms have not been placed before the Committee for their approval.</p> <p>(3) Whether he and the Municipal Commissioner have come to any arrangement for the reorganization of the Municipal and Trust Engineering Departments as required by Corporation Resolution No. 1813, dated 12th May 1926.</p> <p>(4) Whether in view of the curtailment of the activities of the Trust such a highly salaried post is necessary, especially as the post of the Municipal Executive Engineer carries a salary of Rs. 1,200—2,000 only, and</p> <p>(5) Whether it would not be advisable to abolish the post or to reduce the salary thereof.</p>

Committee's Resolution No. and date.	Subject.
296, dated 7th Dec. 1926.	Gratuity to staff—to furnish concrete cases comparing the benefits which would accrue to the staff under Trust rules and the Municipal rules respectively.
358, dated 15th June 1927.	Scheme 32, Agripada—nuisance by Pathans on footpaths and on vacant land in Souter Street (encroachment between plot 15 East Agripada and Case 67). (Reference C. R. 185, dated 16th September 1926.)
415, dated 13th July 1927.	Establishment—Notice of motion by Mr. Hoosenally M. Rahimtoola—  That the Chief Officer be requested to prepare a list showing the names of officers and servants of the Trust on the lines of the Bombay Municipal list.
451, dated 2nd August 1927.	Three-room tenements—Scheme 5—application from tenants for provision of lights in staircases, passages and rooms.
504, " "	Notice of motion by Mr. Hoosenally M. Rahimtoola, B.A., <i>re</i> : the differences between the methods of asphaltting roads by the Trust and the Municipality and the advisability of adopting the same method and standard by both the bodies.
564, dated 27th Sept. 1927.	Notice of motion by Mr. L. R. Tairsee asking for report, <i>re</i> : action to be taken with regard to write-off of irrecoverable arrears of revenue and pending disposal of this question, the grant of gratuity to Land Manager be postponed.
580, dated 4th Oct. 1927.	To report about the desirability of planting trees and laying out a garden on a strip of Trust land in Church Gate Street near the Gokhale and Montagu Statues.
603, dated 18th Oct. 1927.	Notice of motion by Dr. A. G. Viegas, <i>re</i> : Scheme 56, Dharavi—whether any portion of the land was filled in at the request of Government and, if so, on what terms and conditions.
653, dated 22nd Nov. 1927.	Complaint regarding water-supply to 3rd floor of Block I, Scheme 62, Love Lane Chawls.
667, dated 6th Dec. 1927.	Draft amendment of the Rules <i>re</i> : Gratuity under section 110 (2) of the Act to be framed and submitted to the Board for approval.
688 " "	Notice of motion by Dr. Accacio G. Viegas, L.M. & S., <i>re</i> : strengt of staff on the Secretary's & Chief Accountant's sides of the Secretary and Chief Accountant's Department.

**Statement B**

*(The Committee of Management of the Government of Madras)*

Committee of Management No. and Date	Subject	Remarks
19, dated 15th Feb. 1927.	[Illegible text]	[Illegible text]
20, dated 15th Feb. 1927.	[Illegible text]	Do
26, dated 15th Feb. 1927.	[Illegible text]	Do
173, dated 19th Mar. 1927.	[Illegible text]	Do
215, dated 12th April 1927.	Cost of Management and Re-establishment— Note by the Examiner, Outside Audit.	Do
234, dated 19th April 1927.	Notice of motion by Dr. Jagan—  That the Board are of opinion that the following points should be borne in mind in effecting retrenchment—  (1) That the Engineer's office should be transferred from Matunga to the Head Office.	Do
236, dated " " "	(2) That the Drawing Sections under the Engineer and the Amalgamated Departments of Land Manager and Estate Agent should be amalgamated.	Do
252, dated 4th May 1927.	Establishment—Bringing the post of Chief Officer on to the Schedule of Establishment.	Do
259, dated " " "	Provident Fund Rules—Notice of motion by Mr. Hoosenally M. Rahimtoola regarding the rate at which Provident Fund moneys should be remitted to England.	Do
295, dated " " "	Establishment—Engineer's Department—Proposal for reducing the staff due to curtailment of Trust programme of works.	Do
379, dated 31st May 1927.	Notice of motion, dated 14th June 1927, by Mr. L. R. Talwar that the present "War Allowances"—a term now a misnomer—paid to Trust staff be merged in the salaries.	Do
402, dated 7th July 1927.	Write off of irrecoverable rents—Audit objection by Examiner, Outside Audit.	Do
480, dated 23rd Aug. 1927.	Audit to be carried out by the Government Auditors—extent of.	Do

Committee's Resolution No. and date.	Subject.	Referred to.
498, dated 30th Aug. 1927.	Financial Transactions in July 1927 ...	Finance and Establishment Sub-Committee.
517, dated 6th Sept. 1927.	Notice of motion, dated 1st September 1927, by Dr. A. G. Viegas, L.M. & S., <i>re</i> : filling of the post of Deputy Estate Agent.	Do.
571, dated 4th Oct. 1927.	Letter No. O. A. 10-337, dated 12th September 1927, from the Accountant General, Bombay, <i>re</i> : write off of rents and Chief Officer's report thereon, dated 28th September 1927.	Do.
572, " "	Letter No. O. A. 10-347, dated 19th September 1927, from the Accountant General, Bombay, <i>re</i> : Gratuity Rules and Chief Officer's note thereon, dated 26th September 1927.	Do.
601, dated 18th Oct. 1927.	Letter No. O. A. 10-401, dated 14th October 1927, from the Examiner, Outside Audit, regarding rate of interest on balances of Provident Fund. To go to Finance and Establishment Sub-Committee after Chief Officer's report thereon.	Do.
628, dated 8th Nov. 1927.	Letter No. O. A. 10-431, dated 2nd November 1927, from the Examiner, Outside Audit <i>re</i> . Temporary Establishment.	Do.
658, dated 22nd Nov. 1927.	Payment of Provident Fund to Mr. M. S. Bharucha, Land Manager and Mr. H. P. Matbar, Assistant Land Manager.	Do.
659, " "	Transfer of the posts of Chargeman and Head Fitter on the Engineer's Establishment to the Schedule.	Do.
6, dated 10th Jan. 1928.	Re : Establishment,—Estates and Valuation Dept.—Chief Officer's note, dated 16th December 1927.	Do.
49, " "	Notice of motion, dated 16th December 1927, by Dr. A. G. Viegas L.M. & S. requesting the F. & E. Sub-Committee to expedite their report <i>re</i> : transfer of the Engineering Office from Matunga to the Head Office.	Do.
59, " 17th "	Letter No. 10-541, dated 9th January 1928, from the Accountant General, <i>re</i> : Salary of the Trust Architect, Mr. M. Framji.	Do.
62, " " "	Chief Officer's Report, dated 13th January 1928, on the notice of motion by Dr. A. G. Viegas, L.M. & S., <i>re</i> : cost of Management and Establishment.	Do.
53, dated 19th Aug. 1926.	Notice of motion by Mr. B. B. Palwanker regarding the construction of two or three room tenements or cottage system blocks for the use of lower-middle classes.	Works Sub-Committee.

Committee's Resolution No. and date.	Subject.	Referred to.
326, dated 31st May 1927.	Sewri Quarry—Profit and Loss account on the working of the quarry for the year 1925-26.	Works Sub-Committee.
399, dated 7th July 1927.	Septic tanks and filter beds at Dadar-Matunga—further report.	Do.
151, dated 19th Aug. 1926.	Notice of motion by Mr. Rajaram K. Vaidya regarding the abandonment of the Worli-Koliwada Scheme.	Land Sub-Committee.
156, dated " " "	Notice of motion by Dr. E. Moses regarding improvement of Kamatipura District.	Do.
258, dated 4th May 1927.	Worli Koliwada Scheme—Letter from Pedro Pawshaw Patil and other Patils of Worli-Koliwada complaining against the provision made in the Trust budget estimate for 1927-28 for the acquisition of properties in.	Do.
391, dated 5th July 1927.	Love Lane Chawls—the question of lighting passages and other places in.	Do.
484, dated 23rd Aug. 1927.	Board's Resolution No. 75, dated 12th August 1927, <i>re</i> : notice of motion, dated 12th May 1927, by Messrs. P. G. Sahasrabudhe and others, <i>re</i> : Hindu Maruti temple at Byculla.	Do.
485, " "	Do. No. 76, dated 12th August 1927, <i>re</i> : temple of 'Mari Ai'.	Do.
575, dated 4th Oct. 1927.	Suparibaug Chawls—complaint by Mr. A. G. Louzado, <i>re</i> : defective drainage and application for provision of electric lights—further report from Land Sub-Committee to be awaited.	Do.
609, dated 8th Nov. 1927.	Scheme 37, Sydenham Road Estate—Cases Nos. 165, 180, 185, 186—arrears of rent.	Do.
645, dated 22nd Nov. 1927.	Scheme 56, Dharavi (Southern portion)—Development of a portion of—as sites for milch cattle stables—question of length of lease etc.	Do.
23, dated 10th Jan. 1928.	Mandvi Koliwada Chawls—representation <i>re</i> : reduction of rent.	Do.
32, " "	Foras Road Chawls—rents to displaced tenants to be brought to normal level by graduated increments within a period of 2 years.	Do.
93, " 31st "	Representation for reduction of rents by the tenants of the Chandanwadi Chawls.	Do.
95, " " "	Request for reduction of rents by the tenants of Agripada Chawls.	Do.
105, dated 20th July 1926. 155, dated 19th Aug. 1926. 158, dated " " "	} Notices of motion by Messrs. Dumasia, Meyer Nissim and Hoosenally M. Rahimtoola, regarding Dharavi Scheme.	Special Sub-Committee.



Committee's Resolution No. and date.	Subject.	Referred to.
265, dated 2nd Nov. 1926.	Notice of motion by Dr. S. S. Batliwala that, in view of the petition from the residents of Dadar Parsee Colony, the layout of the circle at the junction of Kingsway and the road leading to the Dadar Overbridge should not be proceeded with.	Special Sub-Committee.
257, dated 4th May 1927.	Dharavi Scheme—Letter from the President of the Dharavi Kolis' meeting complaining against the budget provision in 1927-28 for the acquisition of properties in.	Special Sub-Committee appointed under Committees' Resolution No. 105, dated 20th July 1926.
638, dated 22nd Nov. 1927.	Exchange of land with the Acworth Leper Asylum—question of settlement of price.	Do.

**Resolution 130.—Recorded.**

2. Item No. 1 of Statement A regarding the Tribunal of Appeal should be omitted in future statements.

23. Re: Parel Estate, Schedule C Land & Scheme XXXI—site for proposed Hospital.  
(Ref. C. R. 676/27.)

Considered Chief Officer's note dated 13th February 1928 :—

"On the 2nd December last, I informed the Committee that Sir Ness Wadia and Mr. C. N. Wadia had approached me regarding a site for the children's hospital which they contemplated erecting and had enquired whether the Committee would dispose of an area of about 20,500 sq. yds. at a rate of Rs. 15 per sq. yd. The Committee authorized me to continue negotiations on the terms mentioned in my note.

2. I have now been further into the matter with Sir Ness and Mr. C. N. Wadia and find that they will require rather more land than they at first anticipated.

3. The site as now determined upon is shewn on plan\* No. E. A. 17 dated January 28th last and admeasures 23,206 sq. yds. approximately of which 14,014 is Schedule C land and 9192 free hold. The terms agreed upon subject to the Committee's sanction are as follows:—

(a) Price Rs. 15 per sq. yd. for the two blocks A & B and Rs. 10 per sq. yd. for the additional land on the north of A. Payment to be made on possession being given.

(b) the land to be taken over in its present condition except that the Board are to have the right to remove the existing buildings.

(c) no buildings to be erected within 15 feet of the boundaries C<sup>1</sup>, D<sup>1</sup>, E<sup>1</sup> and F<sup>2</sup>, G<sup>1</sup>, and G.

(d) costs of the transfer etc. are to be borne by Sir Ness and Mr. C. N. Wadia.

4. The purchase price will amount to about Rs. 3,33,890 and I recommend that the terms be agreed to. I also ask for permission to demolish the existing structures and to request Government to resume the Schedule C land."

**Resolution 131.**—The proposed terms are approved.

2. Sanction is accorded to the demolition of the existing structures on the land.

3. Government should be informed (a) that the Board have no objection to the resumption by them of an area measuring approximately ~~11,000~~ 14,014 sq. yds. and in view of the intended user are prepared to accept compensation at a rate of Rs. 15 per sq. yd. and (b) that the Board are willing to forego the six months' notice required to be given under Section 79 (9) of the Act.

*for part of Rs. 10 for the remainder*

24. Re: Notice of motion, dated 10th February 1928, by Dr. A. G. Viegas, L. M. & S.

"At the next meeting of the Improvements Committee I shall move:—

'That the Chief Officer be requested to report on the allegation made by Mr. N. K. Cama in his letter to the Improvements Committee.' "

Mr. Hoosenally rising to a point of order enquired whether the notice of motion was in order in view of the fact that the letter referred to had been destroyed and that the minutes had been signed.

The Chairman ruled the notice of motion out of order.

25. Dr. Accacio G. Viegas moved for permission to move the following propositions :—

Re: Removal of Engineer's office from Matunga to the Head Office.

"At tomorrow's Meeting of the Improvements Committee I shall, with the permission of the Chairman and Members, move :—

"That the Finance & Establishment Sub-Committee be requested to consider at a very early date the Report of their Committee on the removal of the Matunga Engineering Office to the Head Office which was delivered to the Secretary about three weeks ago."

Re: *Officers in Secretary & Chief Accountant's Department.*

"At tomorrow's Meeting of the Improvements Committee, with the permission of the Chairman and Members, I shall move :—

"That the Chief Officer be requested to state (the answers being entered in the minutes) or to report under *what circumstances* and *when* the posts of Deputy Secretary and Assistant Accountant were created, what duties were attached to these posts, what amount was then proposed to spend on the operations of the Trust, what amount has been spent on them from year to year since then and what amount is proposed to spend on them in 1928-29, and up to what year the Secretary alone discharged the duties of Secretary & Accountant or Chief Accountant and on what salary and what amount on the Secretary's Office was spent from year to year and is being spent on it now."

Re: *Work to be done by the Officers of the Engineering Department.*

"At to-morrow's Meeting of the Improvements Committee, with the permission of the Chairman and Members, I shall move :—

"That the Chief Officer be requested to report what work each of the following Officers, *viz.*, (1) The Engineer or his acting incumbents, (2) The Architect, (3) Two Senior Assistant Engineers, (4) Two Junior Assistant Engineers, (5) Six Sub-Engineers, is expected to do in the first six months, *viz.* from 1st April to 30th September and in the last six months *viz.* from 1st October 1928 to 31st March 1929 of the year 1928-29 is expected to do, the probable amount of money to be spent on each item of work or at least all work to be done by each one of them, and any administrative work, if so, what work each one of them may have to do."

The permission was not granted.

26. The following documents were executed :—

(1) *Debentures*—

Name of Holder.	Year of Loan.	Amount.	New.	Old canceled.
The Trustees for the Improvement of the City of Bombay	1919	Rs. 40,00,000	160	40
Mrs. Rozalina B. Miranda and others	1901	25,000	1	1
	1905	10,000	1	1
	1912	15,000	2	15
Bachoobai B. S. Jamssetjee	1901	500	1	1
Mr. Fulchand Kasturchand and others	1902	25,000	1	1

Name of Holder.	Year of Loan.	Amount.	New.	Old cancelled.
Mr. Henry Dudley Gill and another ...	1902	Rs. 1,000	1	1
	1913	1,500	2	3
The P. & O. Banking Corporation ...	1903	500	1	1
Mr. Phiroze Framji Thunthy ...	1903	500	1	1
The Central Bank of India, Limited ...	1903	75,000	3	3
	1908	25,000	1	1
Yamunabai Kelkar and another ...	1904	500	1	1
Mr. P. N. Wadia and others ...	1908	3,000	3	6
Mr. Hormusji Jamshedji Chinoy and another ...	1912	4,000	4	8
The National Bank of India, Limited ...	1912	30,000	3	30
Mr. Ruttonji J. Chinoy ...	1913	4,000	4	8
Mr. Sohrab Navaz Jung and another ...	1913	3,000	3	6
		42,23,500	193	128

(2) *Lease and Counterpart to—*

- (i) Mr. Vrajlal Jivandas and another, *re* : Plots Nos. 6 and 7, Lalbaug Estate.
- (ii) Bai Jerbanoo Jal R. Vakil, *re* : Plot No. 657, Dadar-Matunga Estate.
- (iii) Bai Manekbai Manchershaw Sethna, *re* : Plot No. 637, Dadar-Matunga Estate.
- (iv) Mr. Jeevanji Pestonji Lalca and another, *re* : Plot No. 684, Dadar-Matunga Estate.
- (v) Mr. Rustomji Sorabji Contractor, *re* : Plot No. 685, Dadar-Matunga Estate.
- (vi) Mr. Dorabji Framji and another, *re* : Plot No. 17, Gamdevi Estate.

(3) *Agreement with—*

- (i) Mr. Rustomji Nusserwanji Kerrawalla for building lease of plot No. 749, Dadar-Matunga Estate.
- (ii) Mr. Rustomji Jamasji Mistry for building lease of plot No. 762, Dadar-Matunga Estate.
- (iii) Mr. Devidas Rupaji for building lease of plot No. 4-C, East Chaupati Estate.
- (iv) The Bombay Telephone Company, Limited, for building lease of plot No. 48A, Naigaum Estate.
- (v) The Bombay Electric Supply & Tramways Company Ltd., for building lease of plot No. B, Sion-Matunga Estate.

(4) *Acceptance of application by*— Mr. Pirozsha Dinsha Mukadam for building lease of plot No. 10, Dadar-Matunga Estate.

27. The following papers were laid on the Table:—

1. Purchase Orders sanctioned by Chief Officer under Sec. 22 (1) of the Act.
2. Works Orders                      Do.                      Do.
3. Sale of Materials                      Do.                      Do.
4. Tenancy agreements entered into                      Do.
5. Charge receipts of roads, footpaths etc. handed over to the Municipality.

# Bombay Improvement Trust.

ESPLANADE ROAD,

Bombay, 28th February 1928.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day at 3-30 P.M. (B.T.), there were—

PRESENT :

1. DR. ACCACIO G. VIEGAS, L.M. & S.
  2. MR. L. R. TAIRSEE.
  3. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
  4. MR. S. L. SILAM, B.A., LL.B.
  5. MR. B. G. HORNIMAN.
  6. MR. N. M. DUMASIA.
  7. THE HON'BLE SIR PHIROZE C. SETHNA, KT., O.B.E.
  8. MR. HOOSENALLY M. RAHIMTOOLA, B.A.
  9. SIR REGINALD SPENCE, KT.
  10. MR. W. H. NEILSON, O.B.E.
  11. MR. GANPAT KRISHNAJI BORADE.
  12. MR. S. K. BOLE.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER,  
MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE SECRETARY WERE ALSO PRESENT.

The Chief Officer stated that in the absence of the Chairman, the Committee should appoint a Chairman.

Proposed by Mr. Neilson, seconded by Mr. Dumasia—

“That Mr. Hoosenally do take the Chair.”

*Carried.*

In assuming the Chair, Mr. Hoosenally thanked the Committee.

The minutes of the meeting held on the 15th February 1928, were signed.

1. Re: The Flats—plot L (portion of)—lease to the purchaser of the Mill property—  
sanction for—grant of.

Considered Estate Agent's No. 2996, dated 15th February 1928:—

“With reference to the Secretary's endorsement No. R/19/28, dated the 4th instant, below copy of a letter addressed to Messrs. Daphtary, Ferreira & Diwan, solicitors, I have the honour to state that the above plot was agreed to be leased to Messrs. Killachand Dev-”

chand & Co., Agents, the Killachand Mills Ltd., under Trustees' Resolution No. 183 dated the 5th April 1921, on the following conditions :—

- (a) Term of lease 99 years.
- (b) Rent, six per cent on Rs. 20 per sq. yd. to run as from twelve months after date of possession.
- (c) Lessees to erect a retaining and compound wall along the southern boundary of the land within three months of possession being given.
- (d) Lessees to fill in the land to such level as may be required by the Board and the Municipality within six months of possession.
- (e) Lessees to erect within 36 months of possession, buildings to be used for residential purposes or for godowns and offices.

There is no agreement with the Company but a direct lease was to be granted, the preparation of which, however, could not be taken in hand owing to the failure of the Company to construct a building mentioned in condition (e).

Conditions (c) and (d) aforesaid have been complied with.

Possession of the plot has been given on the 10th May 1921. The area is 779 sq. yds. and the annual rent is Rs. 936 which commenced to accrue to the Board on the 11th May 1922. The amount that was to be spent on the construction of the proposed building as given in the application form is Rs. 40,000.

The Killachand Mills Ltd., are, it is stated, in voluntary liquidation and Messrs. Daphtary, Ferreira and Diwan on behalf of the liquidators request to be informed whether the Trust would (a) agree to grant a lease of the above plot to the purchaser of the Mill property, and (b) insist upon the purchaser erecting the buildings as provided in condition (e) aforesaid.

As a special case, there appears to be no objection to the Improvements Committee's sanction being obtained to the lease being granted to the purchaser of the Mill property and to the condition of the erection of the proposed building being waived, for the reasons given in the solicitors' letter, as the small ground rent of the plot will be secured by the rest of the Mill property of which it forms part.

A copy of the letter from Messrs. Daphtary, Ferreira and Diwan referred to above accompanies.

*Letter No. 949, dated 1st February 1928, from Messrs. Daphtary, Ferreira and Diwan, solicitors, addressed to the Secretary and Chief Accountant.*

*Re: Flats—Part of Plot L and Re: The Killachand Mills, Ltd.*

(In voluntary Liquidation).

"We have the honour to acknowledge receipt of your letter No. R. 19/28 of the 30th ultimo and have noted the contents.

In connection therewith, will you please inform us what is the area of the land agreed to be leased to the Company?

As you are aware, the abovenamed Company has gone into voluntary liquidation and our clients as liquidators will have to sell the Mill property of the Company including the said plot of land agreed to be leased by the Improvement Trust to the Company on the terms and conditions mentioned in your letter. For the purpose of such sale, it is necessary for our clients to ascertain from you whether the Improvement Trust would grant a lease of the said plot to the purchaser on the terms and conditions mentioned in your letter. It is also necessary for our clients to know whether the Improvement Trust would, before granting the lease, insist upon the purchaser to erect the buildings as provided in clause (e) of the terms mentioned in your letter. The said provision does not, however, state the amount to be spent by the lessee upon the proposed building and, therefore, our clients would like to be informed as to what would be the amount so to be spent on the said building.

Regarding the said terms as to the building to be erected by the lessee, we have to state that it would be very much desirable if the Improvement Trust would be good enough to

waive the said term and to absolve the lessee from the obligation to erect any such building on the plot, as otherwise the sale of the Mill property of the Company would be very much hampered. We may be permitted to point out that it will always be in the interest of the purchaser to erect buildings on the land in order to get a proper return for the heavy rent that he would have to pay in respect of the land and in the ordinary course he would erect such building. But if it were to be obligatory on the purchaser to erect such building, he would be deterred from buying the Mill property, particularly in view of the present depression in textile industry. The Liquidators are, therefore, anxious to do everything in their power to realise the best price for the Mill property and they have to request the Improvement Trust to agree to waive the aforesaid term as regards the building to be erected by the lessee.

As regards the deposit of Rs. 2,000, the purchaser of the Mill property will of course get the benefit of the said deposit and the right, title and interest of the Company therein will be assigned to him along with the Mill property sold to him.

As the liquidators have to draft the conditions relating to the sale of the Mill property of the Company, the matters hereinabove mentioned are required to be cleared up, for the requisite provisions in that behalf to be made in the conditions of sale. We shall, therefore, thank you to treat this matter as urgent and give us an early reply to the same.

We also suggest that before any decision is arrived at, by the Improvement Trust, we shall thank you to give us an appointment when we may see you and place before you our clients' point of view particularly as regards the term relating to the building to be erected by the lessee on the plot."

**Resolution 132.**—There is no objection to the lease of the plot being granted to the purchaser of the Mill property and to the condition as to the erection of buildings within 36 months of possession being waived.

2. Re: Sandhurst Road East Estate—Plot 91—change of user—sanction for.

(File No. Mis. 110/28.)

Considered Estate Agent's No. 2754, dated 11th February 1928:—

1. "I have the honour to state that Messrs. Chowdhari and Mhatre, architects on behalf of the Trustees of the Virshiva Lingayat Temple, request permission to use the 1st, 2nd and 3rd floors of the building on the above plot as a boys' school. A copy of their letter dated the 6th ultimo is forwarded herewith.

2. The plot has been conveyed to the trustees and managers of the Virshiva Lingayat Temple by a deed, dated the 14th July 1925.

3. Covenant No. 4 of the conveyance is as follows:—

'Not to use or permit to be used any building which may be erected on the said piece of land for any purpose other than for a meeting place for the Virshiva Lingayat Caste with residential quarters for a priest or priests or for members of the caste or in the event of the property being sold or otherwise acquired from the Trustees not to use or permit to be used any building which may be erected on the same for any purpose other than for shops except liquor shops, offices and residential purposes'. The conveyance, dated the 14th July 1925, accompanies for reference.

4. The matter was referred to the Trust Architect who sees no objection to the change of user. A copy of his report No. 389 dated the 7th instant is submitted herewith.

5. The undersigned sees no objection to permitting the proposed user of these floors as a boys' school on condition that such permission is revocable at any time at the will of the Board if the user of a school be found a source of nuisance to the Board or to any of the surrounding lessees and tenants and on condition that the temple trustees pay the cost of the necessary license for this user and convert the washing place into a urinal on each floor.



*Copy of letter, dated 6th January 1928, from Messrs. Chowdhari and Mhatre, architects, addressed to the Estate Agent and referred to in para 1 above :—*

"We are desired by our clients the trustees of the Virshaiva Lingayat Community that they intend to let the 1st, 2nd and 3rd floors of the building referred to above for a boys' school. The conveyance allows the user of the building 'to be used as a meeting place for the Virshaiva Lingayat Caste or in the event of the property being sold, as shops, offices and for residential purposes.' We, therefore, hope that as the premises are to be let for a day school which has about 97 boys only on the roll, you will be good enough to allow the user to be changed for a school building. There is one W. C. and W. P. on each floor of the upper floors. Our client is willing to pay the charges for any document that will have to be made for changing the user."

*Copy of Trust Architect's Report No. 389, dated 7th February 1928, referred to in para 4 above :—*

"In returning herewith letter, dated 6th January 1928, received from the architects for the building on the above plot, I have the honour to state that there is no objection to the user of 1st, 2nd and 3rd floors of the building as a boys' school.

The accommodation normally allowed for a school is 2 W. C.'s and 2 urinals for five classrooms (125 to 150 students). There is a W. C. with a W. P. which latter can be converted into a urinal on each floor. There are altogether 97 boys in the school as per Architects' letter; hence the lavatory accommodation will be sufficient."

**Resolution 133.**—The proposed user of the first, second and third floors of the building as a boys' school is sanctioned subject to the conditions mentioned in the last para of the Estate Agent's No. 2754, dated 11th February 1928.

3. Re : Scheme 47, Parel Chawl Road—temporary lease of land at—change of user—  
sanction for.

(File No. Mis. 126/28. C. R. 582/27.)

Considered the following :—

(a) Estate Agent's No. 2994, dated 15th February 1928 :—

"I have the honour to invite reference to the Improvements Committee's Resolution No. 582, dated the 18th October 1927, under which the Committee have sanctioned the temporary lease of a piece of land at Parel Chawl Road, admeasuring about 1,200 square yards to Messrs. Annaji Manappa Powar and another. The period of the lease is 5 years and the purpose for which the land is leased is to erect temporary sheds for shops and godowns.

2. The tenants now say in their letter of the 13th ultimo (printed below) that the land is to be utilised for the purpose of constructing a theatre and buildings for shops and godowns and express their desire to take into partnership a third person, Mr. Abdul Rahiman Abu, in view of the heavy amounts involved in constructing the above structures.

4. There is no objection to the request of the tenants herein being acceded to and I accordingly request that the requisite sanction of the Improvements Committee may please be obtained therefor."

*Tenants' letter, dated 13th January 1928, referred to in para 2 above and addressed to the Estate Agent :—*

"We, the following undersigned, beg to inform you that when the above plot will be handed over to us, the tenancy of the above plot will be done in the name of the following three persons. We, Mr. Annaji Manappa and Mr. Ramchandra Morushet Mapuskar, are willing to include Mr. Abdul Rahiman Abu to whom we are including as there will be large sum to be utilised for constructing theatre and the building for shops and godowns.

So we now request you to be good enough to include one more name to our list.

Now the tenancy will be on the following names :—

<i>Names.</i>	<i>Address.</i>
Annaji Manappa	Bhoiwada.
Ramchandra Morushet Mapuskar	Delisle Road, opposite B. B. & C. I. Railway, Tadwadi, New Madhow Bhuwan, Post No. 13.
Abdul Rahiman Abushet	Batatyachi Chawl, Corner of Grant Road."

(b) Chief Officer's note, dated 17th February 1928:—

"I see no objection to the change of user."

**Resolution 134.**—The requests made by the tenants and contained in para 2 of the Estate Agent's No. 2994, dated 15th February 1928, are granted.

4. Re : Kerbside Petrol Pump at the junction of Victoria Gardens and Victoria Road,

(File No. Mis. 142/28).

Considered Estate Agent's 3476, dated 21st February 1928:—

"I have the honour to forward herewith a copy of a letter, dated the 12th ultimo, from Messrs. The Asiatic Petroleum Co., (India), Ltd. on behalf of their clients Messrs. Homee and Co., to the Trust Engineer, applying for permission for the installation of a kerbside Petrol Pump and Underground Tank. The Trust Engineer has no objection to allowing the pump to be installed at the site herein provided that the Company agrees to alter the position of the underground tank as also of the kerbside pump whenever called upon to do so by the Trust at the cost of the Company.

It is, therefore, recommended that the permission applied for may be granted subject to a license revocable at the will of the Board being granted on the following conditions :—

- (a) that the cost of drawing up the license and the duplicate thereof and other charges incidental thereto should be borne by the Company;
- (b) that the Company should pay a rent of Rs. 10 per month for the pump and an equal amount per month for the tank so long as the footpath is in charge of the Trust;
- (c) that Municipal and police sanction should be obtained;
- (d) that the position of Underground Tank and Kerbside Petrol Pump be altered whenever called upon to do so by the Trust at the cost of the Company.

A copy of the plan\* showing the proposed tank and pump is forwarded herewith for reference."

*Letter dated 12th January 1928, from The Asiatic Petroleum Co. (India), Ltd., referred to in para 1 above:—*

"With reference to your letter No. 12430 of the 21st ultimo, we understand that our clients Messrs. Homee & Co., have discussed with you the question of the installation of a kerbside Petrol pump and Underground Tank at their above premises and that you intimated that there would be no objection to the installation of the outfit provided the tank were placed as near as possible to the wall of the building and sufficient space left for the laying of underground service of the various Public Utility Companies of Bombay.

We are prepared to carry out the work in accordance with your instructions ; and if it were necessary to alter the position of the pump itself at a later date, this could be done

\* Not printed.

without difficulty. Messrs. Homee and Co., have occupied a shop and are paying rent for it with the sole object of working up a business in petrol and motor accessories, and unless we are able to instal a pump for them, they will be put to a dead loss. In the circumstances, we would request you to allow us to take the work in hand at an early date, Police permission having already been obtained."

**Resolution 135.**—A license revocable at the will of the Board should be granted for the installation of a petrol pump and an underground tank, subject to the conditions mentioned in the Estate Agent's No. 3476, dated 21st February 1928.

5. Re: Scheme 43—Land in Khandia Street required by the Marine Department of the Bombay Government for a Lascars' Home.

(File No. Mis. 117/28.)

Considered the following :—

(a) Government Letter, Marine Dept., No. 33/11/198 M., dated 11th February 1928 :—

"I am directed by the Governor-in-Council to say that at a meeting of the Indian Sailors' Home Committee held at the Secretariat on the 9th February 1928, the question of a convenient site for a Lascars' Home was considered. It was suggested by Mr. Needham, that a suitable location for the Home would be the site, measuring about 600 square yards, which belongs to the City Improvement Trust and is situated between Duncan Road and Parel Road. This matter is still under the consideration of the Committee. In the meanwhile, I am to request that you will be so good as to move the Board of Trustees not to dispose of the site until the Committee have come to a definite decision."

(b) Chief Officer's note, dated 23rd February 1928 :—

"The land referred to is in Khandia Street, and there is no objection to informing Government that the Committee referred to by them will be given an opportunity of applying for it."

**Resolution 136.**—The Government should be informed as suggested by the Chief Officer.

6. Re: Scheme 32—East Agripada (South)—Road between plot 15 and Case 67.

(C. R. 358, dated 15th June 1927.)

Considered Chief Officer's note, dated 23rd February 1928 :—

"With reference to the Committee's Resolution No. 358 dated the 15th June last, I beg to state that this road, together with the footpaths on both sides, has now been completed and handed over to the Municipality for maintenance."

**Resolution 137.**—Recorded.

7. Re: Sandhurst Road East Estate-plot 108—proposed market on

Considered the following:—

## (a) Estate Agent's No. 2891, dated 13th February 1928:—

"I have the honour to state that this corner plot at the junction of Jail Road and Sandhurst Road East was agreed to be leased by the Improvements Committee by their Resolution No. 148, dated the 24th March 1927, to Mr. Vithoba Krishnaji for a period of 5 years for the erection of temporary shops and godowns.

2. The lessee has erected several shops on this plot which are all let with the exception of three, facing Sandhurst Road East.

3. He has now nearly completed a shed on the rear portion of his plot containing stalls to be let out to vegetable vendors who are at present squatting along this portion of Jail Road.

4. The result being in effect the opening of a private market and the lessee, it is understood, has already received permission of the Municipal License Department, which permission was given for the purpose of clearing away the persons squatting along the Jail Road.

5. The Trust has let out, on rent-farming contract to Mr. Hassam Haji Allarkhia a private market also on the Sandhurst Road East within 100 yards of Plot No. 108, and the Trust's tenant of this market complains that the opening of a market on Plot No. 108, besides being contrary to the terms of letting, will seriously injure the business of the existing market, for which he pays to the Trust monthly rent of Rs. 1,000. The undersigned, therefore, wrote to Mr. Vithoba Krishnaji pointing out that the proposed market at the back of his plot was contrary to the terms of the letting and the Municipal Commissioner was also addressed in this matter. The undersigned inspected Plot No. 108 and the Trust market with Mr. Vithoba Krishnaji and also with Mr. Hassam Haji Allarkhia when it was found that Mr. Hassam Haji Allarkhia has from 25 to 30 stalls vacant in his market, but that at the same time he was allowing vegetable sellers to squat on the side open passages and on the open land in front of the market.

6. The proposed new market on plot No. 108 will accommodate nearly 70 vegetable sellers who are at present squatting on the Jail Road, and it was pointed out to the undersigned that the Municipality might take further action to compel the remaining squatters about 34 in number to either take stalls in the Trust market, or to stop squatting on the road.

7. Mr. Vithoba Krishnaji now applies by his letter, dated the 10th instant, a copy\* of which is forwarded herewith, stating that he originally proposed to erect godowns at the back of his plot No. 108 but in view of the present depressed market conditions, the existing godowns in the vicinity do not fetch any rent, and also pointed out that several Trust godowns in this locality are vacant. He therefore erected a shed for the purpose of accommodating squatters at present sitting on the open road, and he states that he does not understand what cause of complaint the Trust Tenant of the adjoining market can have as he is merely removing squatters from the road inside the shed, and he further submits that his shed cannot be strictly termed a market.

8. As the matter stands, Mr. Vithoba Krishnaji is using this plot for a purpose other than that allowed under the terms of letting, and if he had originally applied to be allowed to use a part of this plot as a private market he would have been asked to pay more rent, probably an increase of 50 per cent. on his existing rent, and therefore the undersigned considers that there is a good deal of force in the complaint of the tenant of the Trust market adjoining.

9. The instructions of the Improvements Committee are requested."

## (b) Chief Officer's note, dated 22nd February 1928:—

"I have inspected both these properties and am of opinion that the proposed market on Plot No. 108 should not be permitted. We have leased the market on Sandhurst Road for a term of three years from May 1st, 1927, at a rent of Rs. 1,000 per month."

\* Not printed.

Proposed by the Chairman, seconded by Mr. Tairsee—

“That the proposed market on plot No. 103, should not be permitted and that the Municipal Commissioner be informed accordingly.”

*Amendment*—Proposed by Mr. Silam, seconded by Dr. Viegas—

“That the matter be referred to the Land Sub-Committee for consideration and report.

2. Mr. Silam be invited to the Sub-Committee meeting to place his views before it.”

The *amendment* on being put to the vote was *carried*. It was also *carried* as a *substantive proposition*.

**Resolution 138.**—The matter should be referred to the Land Sub-Committee for consideration and report.

2. Mr. Silam should be invited to attend the Sub-Committee meeting to place his views before it.

8. Re : Scheme 32, East Agripada North—plots 17-17A—temporarily leased as per Trustees' Resolution 180/26—request for reduction of rent.

( File No. Mis. 141/28. )

Considered Estate Agent's No. 2455, dated 21st February 1928 :—

“I have the honour to state that the land included in the above plots and situated at the junction of Clerk Road and Pais Street and shown on the accompanying plan\* No. 45 of 16th February 1928, bounded red was put up to auction in March 1926, for a temporary lease for three years.

The land measured 421 square yards, and the highest bid of Rs. 120 per month was received from one Mr. Jagannath Shivaram, which gave to the land a rate of Rs. 57 per square yard.

The offer was recommended to the Board and accepted under Trustees' Resolution No. 180 of 15th April 1926, and the tenancy commenced to run from 17th April 1926.

The tenant erected a corrugated iron shed on the land to be used as shops and godowns, but the major portions of the same remained vacant for a long time.

He, therefore, applied for a reduction of rent from Rs. 120 to Rs. 65 per month, but his request was not granted as the reduced rent gave a low rate of Rs. 30.87 per square yard.

He has now sent a fresh application offering to pay Rs. 84 per month. This gives to the land a rate of Rs. 40 per square yard which appears to be fair in view of present day land values.

If the Chief Officer approves of the reduction of the rent from Rs. 120 to Rs. 84 per month for the remaining period of the tenancy which expires on 16th April 1929, it is requested that the Improvements Committee's sanction may please be obtained to the same.”

**Resolution 139.**—The letter of the Estate Agent should be recorded and the tenant informed that it is regretted that his request for a reduction of rent cannot be complied with.

9. Re : Scheme 32—Mahar Chawls at Clerk Road—representation for reduction of rents.

(File No. Mis. 100/28.)

Considered the following :—

(a) Resolution No. 4 passed at a meeting of the Depressed Classes of Bombay held under the auspices of the Depressed India Association on 2nd February 1928 :—

“RESOLUTION No. 4.—(A) That this public Meeting of the Residents of Mahar Chawl, Clerk Road, Scheme No. 32, requests the Chairman of the City Improvement Trust, to reduce the rent from Rs. 7-3 to Rs. 5 only.

(B) And further requests the Trust that the Residents of the above locality should be given a privilege of the Electric Lighting the Gangway of the said chawls as has been done already in the case of Love Lane, Mazagaon, (Motisha's Chawl) of the Trust as there is dense dark.”

(b) Estate Agent's No. 3211, dated 18th February 1928 :—

“\* \* \* \* \*

2. Mr. Khandekar, the President of the Public Meeting of the Depressed Classes, held on 2nd Instant, at Clerk Road, forwards his Resolution No. 4 passed at the meeting. The resolution is in two parts :—

(a) Requesting the Chairman of the City Improvement Trust, to reduce the rents of the rooms of the Mahar Chawls from Rs. 7-3-0 to Rs. 5 per mensem.

(b) Requesting the provision of electric lights in the gangway of the Chawls, as has been done in the case of Love Lane Chawls.

3. The rent of rooms in these chawls was first fixed by the Board under Trustees' Resolution No. 504 of 11th December 1920 at Rs. 7 per mensem per room.

4. Of all the post-war chawls, the monthly rent viz. Rs. 7-3-0, now charged per room in the case of Mahar and Kalapani chawls, is the lowest.

5. There is a great demand for rooms in the Mahar chawls. This can be seen from the number of applicants for rooms on the waiting list which at present is 60.

6. There are only 8 rooms vacant out of a total number of 320 rooms in the above chawls, which rooms have fallen vacant, on account of the tenants being ejected through the Court for non-payment of rents.

7. It is, therefore, suggested that the President of the meeting may be informed that there seems to be no justification to reduce the rents of the rooms in the Mahar chawls.

8. As regards the question of the lighting of the gangway, the same is under consideration along with that of the other chawls of the Board.”

**Resolution 140.**—Referred to the Land Sub-Committee for consideration and report.

10. Re: Dadar-Matunga Estate—plots 79 to 83, 86 to 98 and 101 to 107 let to the  
Bombay Hindu Co-operative Housing Society, Limited—surrender of 18 plots—  
sanction for.

( File No. Mis. 380/24.)

Considered the following :—

(a) Estate Agent's No. 3456, dated 21st February 1928 :—

“Herewith I have the honour to forward a copy of a letter No. 1/146, dated the 10th instant, from the President of The Bombay Hindu Co-operative Housing Society, Limited, asking that his Society may be allowed to hand back forthwith to the Trust, the undermentioned 18 plots on the Dadar-Matunga South Estate, viz., plots Nos. 82, 83, 86, 87, 92 to 98 and 101 to 107. The Society also wish to retain the following 7 plots viz., plots Nos. 79, 80, 81, 88, 89, 90 and 91 in addition to plot No. 108 on which a building has already been erected.

2. In the year 1919, the Board allotted 81 plots on this part of the Estate to the Society, and by their Resolution No. 63, dated the 9th February 1926, and afterwards the Improvements Committee by their Resolution No. 305, dated the 14th December 1926, allowed the Society to relinquish 34 plots out of the 81 plots and as the possession of these plots had not yet been given to the Society the security deposits for the same were agreed to be refunded to them.

3. Twenty-one plots out of the remaining 47 plots were transferred to the Daxini Brahmin Co-operative Housing Society, Limited, who in turn relinquished 16 plots under the Improvements Committee's Resolution 307, dated the 14th December 1926, and kept only 5 plots viz., plots Nos. 117 to 121. The Improvements Committee decided to forfeit the deposit for these 16 plots.

4. Out of the remaining 26 plots remaining with the Bombay Hindu Co-operative Housing Society, Limited, the Improvements Committee under their Resolution No. 201, dated the 28th September 1926, sanctioned the extension of the rent-free period for the 25 plots unbuilt upon by 2 years up to the 13th December 1927 on condition that :—

(a) the buildings on these plots should reach first floor level by the 30th June 1927, and

(b) the deposit for the 25 plots should be increased to the equivalent of 2 years' ground rent.

It should here be stated that possession of all these 26 plots was given on 13th December 1923, with a rent-free period of 2 years from that date, which as stated above was further increased by another 2 years.

5. These conditions have not so far been accepted by the Society, and the matter has been dragging on for the last 14 months. Before refunding the security deposit for the 34 plots which the Society were allowed to give up, the Trust propose to retain securities of the market value of Rs. 4,300 being the extra year's deposit for these 25 plots referred to above and the balance only will be refunded to the Society. The Trust, therefore, hold securities amounting to Rs. 8,600 market value and equivalent to approximately equal to 2 years' ground rent of these 25 plots. The Society now desires to relinquish 18 more plots viz., Plots Nos. 82, 83, 86, 87, 92 to 98 and 101 to 107 having an aggregate area of 8,056 sq. yards with the total ultimate ground rent amounting to Rs. 2,896 per annum. The Society only proposes to retain 8 plots viz. Plots Nos. 79 to 81, 88 to 91 and 101 having an area of 4,632 sq. yards with an ultimate ground rent of Rs. 1,704 per annum. One building only has been erected by the Society viz., on plot No. 108, but the building plans for Plots Nos. 79 and 90 have been passed.

6. The Society has been given plenty of time free of ground rent to find building tenants for these plots, but they have been unable to do so. It may here be mentioned

that the same Society was allowed under the Trustees' Resolution No. 508, dated the 22nd December 1925, to relinquish all of their 48 plots on Dadar-Matunga North Estate and their deposit for the same was forfeited (*vide* Trustees' Resolution No. 160, dated 30th March 1926).

7. In the circumstances, it is therefore suggested that the Society should be allowed to hand back the 18 plots as requested by them on condition that the deposit for these Plots should be forfeited to the Trust."

*Letter No. 146 of 1927-28, dated 10th February 1928, from the President, The Bombay Hindu Co-operative Housing Society, Limited, referred to in para 1 above :—*

"With reference to your letter No. 2438, dated 7th February 1928, I have the honour to state that the Society at its last Annual General Meeting held on Saturday 28th January 1928, decided to surrender forthwith the undermentioned 18 plots on the Dadar-Matunga (South) Estate viz. Plots Nos. 82, 83, 87, 92 to 98 and 101 to 107.

The Society has further decided to retain the following 7 plots viz. Plots Nos. 79, 80, 81, 88, 89, 90, 91.

Kindly excuse the delay and the trouble thereby caused to you.

Please acknowledge the receipt of this letter confirming the arrangement."

(b) Chief Officer's note, dated 23rd February 1928 :—

"The present position is as follows :—

The Society have in their possession 26 plots of which they desire to surrender 18.

The area of the 18 plots is 8056 square yards, the aggregate ground rent of which is Rs. 2,896.

The area of the eight plots which they propose to retain is 4,632 and the ground rent is Rs. 1,704. One of these (i.e., No. 108, ground rent Rs. 560) is built on.

We have in hand a total deposit of about Rs. 14,000. Of this amount Rs. 5,792 will be forfeited in respect of the 18 plots; Rs. 2,848 (1,144 by 2=2288 plus 560) will be retained and the balance refunded."

**Resolution 141.**—The proposal by the Society to hand back to the Trust (the 18 plots referred to, is approved subject to the condition that the deposits in respect of these plots shall be forfeited.

11. Re Dadar-Matunga Estate—plot 631A—Motor garages on.  
(File No. Mis. 135/28).

Considered the following :—

(a) Trust Architect's No. 465, dated 16th February 1928 :—

"I have the honour to forward herewith plans\* for the two motor garages proposed for the building on the above plot, received from the lessee's architect as per his letter dated 13th February 1928.

As per Trustees' Resolution No. 67, dated 8th February 1921, garages on Dadar Matunga Estate are normally allowed of size 18 ft. by 10 ft. In the present case, one of the two garages is intended to house the car as well as the motor cycle of the lessee, with a collapsible iron partition in the garage and to have two separate entrances. With this arrangement, the minimum length of 21 feet as proposed is necessary and the other garage is proposed of the same length so as to bring the entrances of both in one line.

In the circumstances, considering the very large open spaces, the motor garages may be approved subject to the Board's usual normal conditions of Trustees' Resolution No. 296, of 27th September 1918, double rent being paid for the second garage."

\* Not printed.



(b) Estate Agent's No. 3158, dated 17th February 1928:—

“\* \* \* \* \*

2. The undersigned concurs with the Trust Architect's recommendations.

3. Extra ground rent will be payable at the rate of Rs. 25 per 100 sq. ft. for the first garage, and at Rs. 50 per 100 sq. ft. for the second garage.”

**Resolution 142.**—The proposed two motor garages should be allowed subject to the usual normal conditions contained in Trustees' Resolution No. 296, dated 27th September 1918 and No. 255, dated 22nd June 1920, and subject to the payment of double rent in respect of the second garage.

12.

Re: Gamdevi Estate—plot 96 C—Motor Garage on.

(File No. Mis. 130/28.)

Considered the following:—

(a) Trust Architect's No. 450, dated 14th February 1928:—

“I have the honour to forward herewith plans\* for the proposed motor garage at the south-west corner of the above plot received from the lessee's architects, Messrs. Merwanji Bana & Co.

As per Improvements Committee's Resolution No. 237, dated 19th April 1927, motor garages are allowed on the Gamdevi Estate where the combined open spaces between two buildings are 25 feet in width. In the present case, the combined open spaces are 22'-7" in width between the buildings on the above plot and that on Plot No. 97A which latter is only a ground floor structure used as a Dharamshala.

Again, condition B (6) of the normal rules for motor garages on Trust Estates as per Trustees' Resolution No. 296 dated 27th September 1918 runs as follows:—

‘No garage to be erected less than 25 feet from the road from which cars gain access to it.’

In the present case, it is possible only to have 19'-6" instead of 25 feet.

Considering the fact that the proposed position of the garage is such where only it can be located on the plot, the motor garage may be allowed as a special case subject to the Board's usual normal conditions as per Trustees' Resolution No. 296 of 27th September 1918, except No. B (6).

The proposals for a compound gate opposite the garage and for shifting the existing washing place as shown on the plans may be approved.”

(b) Estate Agent's No. 3063, dated 16th February 1928:—

“\* \* \* \* \*

2. In the special circumstances set out by the Trust Architect, the undersigned is of opinion that the proposed garage might be allowed.

3. The lease of this plot having been granted, premium will be payable at the rate of Rs. 750 for every 100 sq. ft. covered by the garage, together with the cost of the necessary license.”

(c) Chief Officer's note dated, 17th February 1928:—

“I agree that the garage might be allowed as a special case.”

\*Not printed.

**Resolution 143.**—The proposed motor garage should be allowed as a special case subject to the usual normal conditions contained in Trustees' Resolutions No. 296, dated 27th September 1918, and No. 255, dated 22nd June 1920.

2. The proposals for a compound gate opposite the garage and for shifting the existing washing place are approved.

13. Re: Work Order No. 13/88 for Rs. 8,000 in favour of Messrs. Chandisha & Co.,  
—extension of period upto 14th April 1927—sanction for.

Considered Engineer's No. 1571, dated 15th February 1928:—

"I have to request the favour of your obtaining Improvements Committee's sanction to extend the period of the above work order from 15th March to 14th April 1927.

The work in question could not be completed within the stipulated period as a number of rooms in acquired buildings in Agripada and Parel sections were found closed and they could only be lime-washed as and when they were found open; hence the need for extension."

**Resolution 144.**—The proposed extension of the period of the Work Order is sanctioned.

14. Re: Selling rate of No. 2 Metal from Sewri and Dongri Quarries.

Considered Engineer's No. 1568, dated 15th February 1928:—

"I have the honour to request you to obtain Improvements Committee's sanction to raise the rate of sale to the public of Metal No. 2 at both Sewri and Dongri Quarries from Rs. 15 to Rs. 17 per brass.

Stocks at both quarries are negligible. I have reason to suppose that contractors and others are using this material for reinforced concrete in lieu of the much more expensive No. 1 Metal which is now sold by the Trust at Rs. 26 per brass.

In order, therefore, to still further stimulate the demand for No. 1, the abovementioned increase in rate of No. 2 is requested, with permission to grant the sliding scale already sanctioned in Improvements Committee's Resolutions, Nos. 202, of 12th April 1927, and 274 of 10th May 1927, in the case of Dongri and Sewree Quarries respectively.

This change of rate is not to apply to Metal No. 2 already under agreement to be sold to parties under concessional rates."

**Resolution 145.**—The proposal to raise the rate of sale to the public of metal No. 2 from Rs. 15 to Rs. 17 per brass is sanctioned.

15. Re: Supply of rubble to the Bombay Municipality during 1928-29 for Municipal  
Crushers at Nowroji Hill.

Considered Engineer's No. 1686, dated 18th February 1928:—

"I have the honour to inform you that I have received an application from the Executive Engineer, Bombay Municipality, asking the Trust to quote for the supply for about 1,500 brass of rubble required for the Municipal Crushers at Nowroji Hill during the year 1928-29.

From May 1927, to the end of January 1928, we delivered 900 brass of rubble to the Municipality and after paying extra lead to the contractor, we realised Rs. 7-13-10 per brass.

The quarry face has since receded northwards and the lead is inevitably longer; consequently, we shall have to pay slightly more to the contractor and we may assume the net realisation for the next year will be between Rs. 7-10-0 and Rs. 7-12-0 per brass if we quote the same price as last year, namely, Rs. 8 per brass, which I recommend doing, assuming that it is decided to proceed with the quarry work at this place."

**Resolution 146.**—The proposal to supply rubble to the Municipality at Rs. 8 per brass is sanctioned.

16.

*Re: Sale of mild steel bars—offers for.*

(C. R. 2, dated 10th February 1928).

Considered the following:—

(a) Engineer's No. 1647, dated 17th February 1928:—

"In continuation of this office No. 178 of the 6th of January 1928, I have the honour to forward herewith a Statement of offers received for mild steel bars which the Trust have at present available for sale, the actual quantity being as follows:—

**List of steel available for sale.**

$7/8''$	$3/4''$	$5/8''$	$1/2''$	$3/8''$	$1/4''$	$3/16''$	
Tons	Tons	Tons	Tons	Tons	Tons	Tons.	
Nil.	Nil.	292	50	Nil.	15	Nil.	Agripada Workshop
32	Nil.	427	Nil.	12	136	3	Dadar.

2. It will be observed that the offer from Messrs. V. Motiram and Co. appears to be the most favourable, though Messrs. Wm. Laws, on behalf of two parties, have made an offer by which cash in advance would be paid, but as the offer is very low, I do not think it is worth considering.

3. In the instance of Messrs. Wm. Laws' offer on behalf of Messrs. A. S. Nomanbhai and Co., the Trust would get rid of the whole lot of the bars just as they stand, delivery from site, deposit of Rs. 4,000 immediately on acceptance of the offer, delivery would be taken in lots of 25 or 50 tons against cash payment, time of delivery 6 months. This offer is only open till the 25th instant.

4. On the whole, I consider Messrs. Motiram & Co.'s offer of 12th February 1928 is most favourable and I would recommend for acceptance the selling of all the bars they will accept at Rs. 103 per ton for  $5/8''$  and  $1/2''$  at Agripada, bars to be weighed by party, at Rs. 102 per ton for the  $7/8''$  bars at Dadar, bars to be weighed by party, and at Rs. 78 per ton for the  $3/16''$  and  $1/4''$ , bars to be weighed by party.

5. If, however, the Committee think it best to sell on a special commission basis of Rs. 10 a ton, there seems to be no objection, provided the net amount received in this way is not less than obtainable from the rates quoted above, especially as Messrs. V. Motiram & Co. seem to think that they could have better prices for the Trust in this way.

6. Messrs. Wm. Laws' and Messrs. V. Motiram & Co.'s letters (printed below) are sent herewith in original for your perusal.

7. The average current market rate appears to be in the neighbourhood of Rs. 127 per ton as on 31st January 1928 for similar steel new.

8. In this connection, it would appear that Mr. Laws was too optimistic when he telephoned me in December and early January that he thought he could get an offer of Rs. 102-8 per ton, as it is seen from his actual offers that the rates are considerably lower."

*Letter No. 362/30, dated 14th February 1928, from Messrs. William Laws & Co. addressed to the Trust Engineer:—*

" ' We beg to enclose the corrected copy (printed below) of Messrs. Adamji Lookmanji's letter. They are the largest dealers in iron and steel in Bombay at present. Their price is cash down on receipt of your acceptance and at Rs. 75 per ton all round amounts to Rs. 72,250 for the lot.

Messrs. A. S. Nomanbhai and Co. Copy of their letter to us offering to take these bars —

At Rs. 90 for 751 Tons over 1/2"

„ Rs. 60 for 216 tons 1/2" and under

is attached.\* The total of this offer is Rs. 80,550 but the terms are not so generous; a deposit of Rs. 4,000 will be paid on acceptance and 6 months required for clearing the goods and each lot paid for as taken. The question to be settled therefore is which offer is the best, in the first the payment is quite a good sum and there is no risk on your part, repayment of the balance and delivery being taken in full, which however has to be taken into account in the other quotations. In any case, we believe we could manage to get the first buyer up to 67/8 per ton for cash which would make it about Rs. 74,667/8. We trust if you are unable to get the Committee to decide this week you will next week as the second offer is open to the 25th instant only.'

To Messrs. Wm. Laws & Co.

Re : *Stock mild steel bars for sale by the B. I. T.—*

'Re. the above which we have examined at Dadar and Agripada we would ask you to place our offer before the authorities for favour of consideration. We are prepared to purchase the full quantity for sale at Rs. 75 per ton. We would start and clear the whole quantity within 3 months of the date of the acceptance of our offer.

*Re. Payment:—* We are prepared to pay cash down in advance for the whole lot on acceptance of our offer.

Awaiting your advice.

We are, Dear sirs,  
Yours faithfully,  
Sd..... Adamji Lookmanji & Co.' "

*Letter, dated 12th February 1928, from Messrs. V. Motiram & Co., addressed to the Engineer:—*

"We are in receipt of your letter No. 1408 and beg to offer our prices for the surplus goods mentioned in yours No. 1052 as follows: prices are per Ton.

Agripada Stock 5/8" and 1/2" Rs. 105 per ton site delivery weighing charges your account while Rs. 103 per ton charges our account. At Dadar 7/8" more at Re. 1 one less than the above prices, while for 3/16" and 1/4" we beg to offer Rs. 80 per ton for both the places and if weighed by us Rs. 2 less per ton. Other terms will be settled after the acceptance (arrangement of delivery, time &c.)

We further beg to propose, if the Trust is satisfied to sell the goods on commission basis we will sell the same charging our commission annas 8 eight per cent and hope in this case we are confident to realise Rs. 3/5 per ton nett more than what they will receive at present.

We hope you will find our offers very reasonable and let us know the result as early as possible.

\*Not printed.

We want to clear one point that as agreed rust-eaten or rust-pitted bars will be kept for Department's own use.

Thanking in advance."

(b) Chief Officer's Note, dated 24th February 1928 :—

"In my opinion, it would be better to accept the offer referred to in the Engineer's para 4."

(c) Engineer's No. 1704, dated 20th February 1928 :—

"I have the honour to forward herewith in original letter No. 408-9/30 dated 20th February 1928, (printed below) received this morning from Messrs. Wm. Laws & Co., which is self-explanatory.

I hasten to forward this, as a supplement of the report already sent in on this subject, vide this office No. 1647 of the 17th instant.

The price offered is not satisfactory, especially in view of the fact that commission will have to be paid on the transaction."

*Letter No. 408-9/30 dated 20th February 1928, from Messrs. William Laws & Co., addressed to the Trust Engineer :—*

"Re: the above, we have now the pleasure of placing before you an offer on behalf of Messrs. T. F. Haidery & Co., and which we will feel obliged by your placing before the Board, i.e., all the M. S. Bars over  $\frac{1}{2}$  in. about 751 Tons at Rs. 92 per Ton, all the  $\frac{1}{2}$  in. and under about 216 Tons at Rs. 62 per Ton. The total under this offer comes to about Rs. 83,000.

Terms: A cheque for Rs. 15,000 has been placed with us as a deposit to shew the bonafidness of this offer and which we hold to your credit pending sanction. A further cheque for Rs. 20,000 will be paid in on receiving your acceptance and the balance in two instalments of about Rs. 25,000 each and delivery will be completed in four months. We would draw your special attention to the heavy deposit and payments which fully protect you and would make it impossible for our clients to back out. In conclusion, we would mention we have on several occasions sold to this firm goods more than the value of this offer and have always found they stick to the letter of their contract."

(d) Letter No. 484/30, dated 25th February 1928, from Messrs. William Laws & Co. :—

"With reference to our letter of Monday last submitting Messrs. T. F. Haidery & Co.'s offer of Rs. 92 and 62, we have now been authorized to raise the offer to Rs. 95 on the  $\frac{5}{8}$ " and  $\frac{3}{4}$ " and Rs. 62 on the  $\frac{1}{2}$ " and under, all other terms and conditions as before. This is the last and final offer we can make for these bars—this means

about 751 tons at Rs. 95	...	...	...	Rs. 71,345
216 " at Rs. 62	...	...	...	Rs. 13,392

Rs. 84,737

and practically cash terms of payments. We beg to be informed of the Board's decision during the course of next week and thanking you."

Statements of offers received for the M. S. Bars.

No.	Name of the party making offer.	Date of application &c.	Rate per Ton.	Size if any given.	Place from which the stock is selected.	Remarks.
1	2	3	4	5	6	7
			Rs. as. p.			
	M/s. Wm. Laws & Co.	Dec. 27 and Jan. 28.	Various telephone messages suggesting prices round about Rs. 102-8 for small quantities.			
(A) 1	M/s. V. Motiram and Co.	12-1-28	100 0 0	Surplus bars ...	Matunga ...	Offer made without inspection.
	Do.	17-1-28	105 0 0	5/8" surplus bars	Agripada ...	Offer revised, but subject to inspection and satisfaction at the condition of the goods at Agripada Stores; inspection was granted, and then submitted fresh offer.
	Do.	12-2-28 (3)	105 0 0	5/8" and 1/2"	Do.	* (3) To be weighed by the Trust. (4) If weighed by Party. } Say: Other terms will be settled on acceptance of offer. Further offer to sell on Commission at As. 8, a cwt. = Rs. 10 per ton in which case they are confident that the Trust will realize Rs. 3-5 per ton more.
		(4)	103 0 0	Do.	Do.	
		(3)	104 0 0	7/8"	Dadar.	
		(4)	102 0 0	7/8"	Do.	
		(3)	80 0 0	3/16" and 1/4"	Agripada and Dadar.	
		(4)	78 0 0	Do.	Do.	
2	Mr. E. L. Charles Dunne.	24-1-28 (5)	95 0 0	All Sizes ...	Whole Stock ...	(5) Selection price for stock in marketable condition.
		(6)	75 0 0	Do. ...	Do. ...	(6) Entire stock without selection.

MEETING OF THE IMPROVEMENTS COMMITTEE OF 28TH FEBRUARY 1928

Continued from last page.

No.	Name of the party making offer.	Date of application &c.	Rate per Ton.	Size if any given.	Place from which the stock is selected.	Remarks.
1	2	3	4	5		7
3	Mr. Hardilsing, C/o Seth Narian Singh Harban Singh, Iron Merchant, Peshawar.	2-2-28	Rs. as. p. (x) 80 8 0	7/8"-32, 5/8"-719, 1/2"-50, 3/8"-12, 1/4"-151, 3/16"-3.	Agripada and Dadar.	The respective quantities against the sizes represent the No. of Tons. *Weighment by Trust coolies would not pay as special men would have to be employed and owing to the intermittent nature of work much of their time would be wasted. Rs. 2 per ton for this work is reasonable.
4	Mr. Hardilsing C/o Bhai Nariansingh Harbansingh.	2-2-28	76 4 0	All Steel ...	Dadar ...	(x) This eight annas would be more than absorbed by charges for weighing coolies.
(B) 5	M/s. Wm. Laws & Co. on be- half— (1) M/s. Adamji Lookmanji & Co.	14-2-28				Would start and clear the whole quantity within 3 months from date of acceptance.
	(2) M/s. A. S. Nomanbhai and Co.	11-2-28	75 0 0	All Steel ...	Agripada and Dadar.	Prepared to pay cash in advance on acceptance of offer— For 751 tons over 1/2" " 216 " 1/2" under
		13-2-28	60 0 0 90 0 0	From 3/16" to 1/2" From 5/8" to 1"	Agripada and Dadar. Do.	967 " total cash over Rs. 72,000. Whole lot in the condition as it is and delivery from site. Terms :—(1) Will deposit cash Rs. 4,000 immediately on acceptance. (2) Will take delivery in lots of 25 or 50 tons or more against cash delivery. (3) Time of delivery six months. (4) Offers open till 25th instant.

(A). These prices are net.

(B) These prices are subject to 5% commission being paid to Messrs. Wm. Laws & Co.

**Resolution 147.**—The offer by Messrs. Motiram & Co., referred to in para 4 of the Engineer's No. 1647, dated 17th February 1928 is accepted, provided the whole stuff is cleared within 6 months from the date of acceptance and the price paid before delivery.

17. Re : Member of Committee—Sir Reginald Spence, Kt.—resignation of membership.

Considered letter, dated 16th February 1928, from Sir Reginald Spence, Kt. :—

“As I am leaving for England on the 7th March, I shall have to resign my membership of your Committee from that date.

Will you please advise the Bombay Chamber of Commerce of this so that they can elect a representative in my place.”

**Resolution 148.**—The letter of Sir Reginald Spence is recorded.

2. The Committee desire to place on record their high appreciation of the work done by Sir Reginald Spence as a member of the Committee.
3. The Bombay Chamber of Commerce should be requested to elect a member in place of Sir Reginald Spence, under Section 14 of the Act,

18. Re : Establishment—Estates and Valuation Department—Estate Agent, Mr. J. T. Burge, F.S.I., application for leave preparatory to retirement.

Considered Chief Officer's note, dated 24th February 1928 :—

“Mr. J. T. Burge, Estate Agent, applies for all leave due to him from 5th May 1928 preparatory to retirement, and for permission to take up outside employment during the leave.

Leave on full average pay for 8 months and on half average pay for 20 months is due to Mr. Burge and it is recommended that the same be granted to him.

There is no objection to Mr. Burge being allowed to take up outside work out of Bombay while on leave.

His resignation may be accepted as from the date on which the leave expires.

Mr. Burge came out to India on a five-year agreement on 1st November 1912. Under clause 11 of the agreement, his employment continued after the 5 years' period. Under the same clause, the continued employment can be determined by either party on 6 months' notice. The notice period is covered by the leave period.

Under clause 13 of the agreement, Mr. Burge is entitled to a second class passage to England in the event of the termination of the employment and his returning to England within three months of termination. The payment of second class passage money is recommended for sanction.”

Proposed by the Chairman—

“That sanction be accorded to the grant to Mr. Burge—



1. (a) of leave on full average pay for 8 months and on half average pay for 20 months from 5th May 1928 or from such date as he may avail himself of it ;
- (b) of permission to take up outside work out of Bombay while on leave, and
- (c) of a second class passage to England by the P. & O. S. N. Company.
2. His resignation should be accepted as from the date of the expiry of the leave.
3. The Committee desire to place on record their high appreciation of the work done by Mr. Burge.
4. A copy of this Resolution should be sent to Mr. Burge."

*Amendment*—Proposed by Dr. Viegas—

"That the matter be referred to the Finance and Establishment Sub-Committee for consideration and report."

The *amendment* dropped for want of a seconder.

The *original proposition* was then put to the vote and declared *carried*.

**Resolution 149.**—Sanction is accorded to the grant to Mr. Burge—

1. (a) of leave on full average pay for 8 months and on half average pay for 20 months from 5th May 1928 or from such date as he may avail himself of it ;
- (b) of permission to take up outside work out of Bombay while on leave, and
- (c) of a second class passage to England by the P. & O. S. N. Company.
2. His resignation should be accepted as from the date of the expiry of the leave.
3. The Committee desire to place on record their high appreciation of the work done by Mr. Burge.
4. A copy of this Resolution should be sent to Mr. Burge.

19. Re : Establishment—Engineer's Department—Mr. Chandulal M. Shah—late Overseer—application from—for full leave.

Considered Chief Officer's note, dated 20th February 1928 :—

"Mr. C. M. Shah had applied for all leave due to him preparatory to resignation as his post was proposed to be abolished. He was granted leave in accordance with the order passed by the Board for retrenched staff, Committee Resolution No. 625, dated 8th November 1927. The full leave admissible to him under the ordinary rules of the Trust is privilege leave for one month and 24 days combined with furlough for 10 months and 14 days. The leave granted to him in accordance with Trustees' Resolution 68, dated 20th February 1925, was privilege leave for one month and 24 days combined with furlough for 3 months and 7 days.

In his application, Mr. Shah states that Mr. Balliah's post was retained 'so that he may get the full benefits of leave due to him.' This is not correct. The post held by Mr. Balliah is proposed to be retained.

It is proposed to inform Mr. Shah that as the post held by him was abolished, leave was granted to him in accordance with the Board's orders regarding the leave to be granted to retrenched men."

**Resolution 150.**—Mr. Shah should be informed as suggested by the Chief Officer in the last para of his note.

20. Re : Report of financial transactions in January 1928.

Considered Chief Accountant's note, dated 14th February 1928 :—

**"Sale of Securities.**—Government 6% Bonds, 1932, for Rs. 17 lakhs and Government 5% Notes, 1945-55, for Rs. 7 lakhs were sold at a nett profit of Rs. 1,66,029 and the proceeds placed in fixed deposit. (*vide* Finance and Establishment Sub-Committee Resolution No. 1, dated 12th January 1928).

**Fixed Deposit.**—Rs. 30 lakhs (*i.e.*, Rs. 25.90 lakhs, proceeds of Securities for Rs. 24 lakhs and Rs. 4.10 lakhs out of surplus cash, were placed in deposit as under :—

Hongkong Bank	Rs. 6½ lakhs	at 6½%	due 31st March 1928.
Central	" " 10½	" " "	" "
Lloyds	" " 9	" " "	" "
Bank of India	" " 4	" " "	" "
Total	...	Rs. 30 lakhs.	

**Investment of Sinking Fund Money.**—5% Bombay Improvement Trust debentures of the Rs. 40 lakhs loan of 1919 of the nominal value of Rs. 3,37,000 were transferred (at par) from the general investment account to the Sinking Fund investment account."

**Resolution 151.**—Recorded.

21.

Re: Asphalted Roads

Considered Chief Officer's Report, dated 14th February 1928 :—

“With reference to the Improvements Committee's Resolution No. 504 of 30th August 1927, in connection with the notice of motion by Mr. Hossanally M. Rahimtoola, viz. ‘In what respects the making of the Trust Asphalt Roads differs from those of the Municipality etc.’, I beg to report as follows :—

The Engineer, Roads, Bombay Municipality, was requested to give the details of the roads asphalted by the Municipality up to date and on going through the details kindly submitted by him and comparing the same with the details of work done by the Trust, it has been found that practically there is no difference in principles between the methods adopted by the Trust and the Municipality regarding asphaltting of their roads. There are differences between the mixtures used by the Municipality and the Trust but that is inevitable, as mixtures are to be varied according to the local conditions of traffic, grading of sand, etc. The Municipality have of necessity used different mixtures on roads asphalted by them. As far as the method of asphaltting is concerned, there is no difference whatsoever. The Municipality and the Trust have got the same type of mixing plant and in both the plants the same kind of bitumen viz. Trinidad Asphalt from the Barber Asphalt Co., is used. The mixing of the Asphalt mixture in the plants and the laying of the same on streets is done in the same way. Both the Bodies are working on the lines which were laid down by the experts who had come from the Asphalt Company and if comparison is made between the Trust and Municipal roads laid on these lines from time to time, the results will not in any way be found unfavourable to the Trust.

As regards following only one standard, it may be pointed out that in the asphalt pavement it is not correct to adopt the same mixture on different types of roads. A mixture which is correct for a road under heavy traffic is not necessarily correct for a road having light traffic and vice versa.

Every road has to be treated on its own merits as regards the traffic it has to carry, its foundations and the maximum cost of construction which is allowed to be spent on the particular road, and different mixtures have to be used to suit these factors and also to suit the grading of sand which may be available. If there is difference between the pavements laid by the Municipality and the Trust, it is only in respect of different mixtures used on the different types of roads. Both the Bodies are trying to select the best mixture for a particular type of road and also to find out methods by which the cost of asphalt roads can be reduced. In order to achieve this object, trial mixtures have to be used and in such cases it is not possible to have uniform results on all the roads. There are roads constructed both by the Municipality and the Trust which have stood the traffic quite satisfactorily and there are certain roads constructed by both these Bodies which have not worn well or cracked on account of unsuitable mixtures or other reasons.

As instances of experience gained from the results of unsuitable mixtures, it will be worth while to consider the present condition of Worli Sea Face Road constructed by the Trust in 1923-24 and the Duncan Road and the Victoria Bridge constructed by the Municipality in 1923-24 and 1926-27 respectively. If the asphaltic concrete mixture used on the Victoria Bridge on account of its low cost had been used on Worli Sea Face Road and the sheet asphalt mixture used on the Worli Sea Face Road had been used on the Duncan Road and the Victoria Bridge, the results would have been very different and much more satisfactory. There would have been very few cracks on Worli Sea Face Road and Duncan Road, which in its present condition is in no way better than an ordinary macadam road, would have been in as good a condition as some of the Municipal and Trust roads which have stood the traffic well. It is from experience gained from results on different roads that both these Bodies are trying to evolve and improve suitable mixtures for different types of Roads in Bombay. From time to time, the improvements tried either by the Trust or Municipality are watched and if found satisfactory, adopted by both the Bodies and, in this connection, it may be stated that there is great deal of cooperation between these two Departments and there is always exchange of information regarding mixtures etc. between the two Bodies to the mutual benefit of both.

As for example, the Trust finding that the penetration of the asphaltic cement recommended by the experts, namely, 16° to 18° was rather hard, tried mixtures of higher penetrations on some of the roads and, on finding the results satisfactory, decided to use on all roads asphaltic cement of penetration not less than 25° and the Municipality, of late, has adopted the same method.

The Municipality, in order to reduce the cost of asphaltting on roads not having heavy traffic, introduced the use of asphaltic concrete mixtures and the Trust have followed this method on some of their roads.

It will be obvious from the above, that the Trust and the Municipality are not working on different lines, their methods being as far as possible the same.

With reference to the works in future, it may be pointed out that it is proposed that on and after 1st April 1928 all the Trust roads be asphalted by the Municipality and, in that case, the question of adopting any one particular method or standard by both the Bodies will not arise."

**Resolution 152.—Recorded.**

22. Re: Marine Lines Maidan—proposed garden on the North of Churchgate Street.

(File No. Mis. 782/27, C. R. 580/27.)

Considered Chief Officer's note, dated 17th February 1928:—

"With reference to the Committee's Resolution No. 580, dated the 4th October last, asking me to report whether it would not be desirable to plant trees and make a garden on the north side of Church Gate Street and if so to submit estimates of the initial cost and maintenance charges, I beg to report as follows:—

2. In my opinion, it is highly desirable that such a garden should be constructed. The Engineer has prepared a plan\* showing how this can be done at an estimated cost of Rs. 1810. This estimate does not include the cost of providing additional benches which would amount to about Rs. 450. I do not consider that these benches are required.

5. As requested in the resolution, I have enquired of Mr. Arbutnot whether it would be possible for him to undertake to maintain the garden at the Trust's cost. He replies that as he has only one Mali and one cooly for all the trees and hedges on the Oval it would not be possible for them to undertake the work.

4. The Engineer estimates the cost of upkeep at Rs. 500 per annum.

5. The necessary provision has been made in the budget for 1928-29."

**Resolution 153.—**Sanction is accorded to the estimated initial cost of Rs. 1,810 and to the estimated cost of upkeep of Rs. 500, per annum.

32. Re: Scheme 57, Sewri Wadala—Case No. 436—Settlement.

(File No. Mis. 152/28).

Considered Estate Agent's No. 3723, dated 24th February 1928:—

"The property referred to above was acquired by the Trust on 16th June 1921, from its owner Mr. Pandurang Deoji Thakur who was given the rent-farming contract at a monthly rent of Rs. 330-2.

\*Not printed.

Rent was regularly paid for some time by the contractor and then he fell into arrears of rent. The contract was therefore terminated from the 1st November 1925. The arrears of rent against the contractor amounted to Rs. 990-6, and after giving credit for deposit of Rs. 280, the net balance due amounted to Rs. 710-6.

The contractor failed to pay the amount in spite of repeated demands, and a suit was therefore filed under No. 4777 of 1925, and a decree passed on 17th March 1926, for Rs. 779-6 with cost payable by monthly instalments of Rs. 125. He paid only one instalment of Rs. 125 on 14th July 1926, and applied to the Court for reduction of instalment. The case was heard on 25th June 1926, when the Judge reduced the instalment to Rs. 80. He paid two instalments of Rs. 80 each and then stopped paying as he was lying ill. A personal attachment was issued but before the same could be effected he died in the month of March 1927.

After the expiration of the rent contract, Mr. Thakur continued to occupy for his personal use some rooms at Rs. 75 per month, but he failed to pay rent for these also and subsequently the premises were vacated on 31st March 1926, leaving arrears of five months' rent amounting to Rs. 375 unrecovered.

Mr. Pandurang Deoji Thakur left behind him three sons but they were not in a position to pay their father's debt as nothing was left behind by their father. As the balance of the decree amounting to Rs. 494-6 was not recovered, it was thought inadvisable to file another suit for Rs. 375.

On further inquiries, it was ascertained that some monies were due to Mr. Pandurang Deoji Thakur from the Development Department in respect of land acquired by them at Mahul in Thana District. The Development Officer was written to but he referred the Thana District Court. The Nazir of the District Court, Thana, was also written to but for a time no information was available. Mr. Damodhar, one of the three sons of the late Pandurang Dewji Thakur was called in office, and was asked to give all information about the matter. He came and volunteered all information and promised to pay the Trust dues if any monies were received by him. No reliance was, however, placed on Mr. Damodhar's promise, but the correspondence was being carried on with the Nazir of the District Court, Thana, Mr. Damodhar was again and again called but he stated that although some Rs. 3,300 were due to them they were withheld as an appeal was going on in the High Court. At last when Mr. Damodhar furnished Security to the Court, the money was given to him reserving Rs. 950 for the Board's claim.

The Nazir of the District Court, Thana, wrote a letter, dated the 10th February 1928, stating that Rs. 950 were detained, and asked the Trust to take immediate legal steps to recover the sum.

The Trust Pleader was consulted as regards steps to be taken for attaching the money in Thana Court, when he suggested that the decree should be transferred to the Thana Court and that a Prohibitory order and then a Garnishee Notice should be issued through some pleader in the Thana Court in respect of the decree already passed. As regards the claim of Rs. 375, a suit would have to be filed and the chance of the son's paying for instalments and the Courts very likely being inclined to grant their request would arise and then the same procedure as in the other decree would have to be followed. All this procedure would cost the Board expenses of over Rs. 150.

Before further steps as suggested above could be taken, Mr. Damodhar called at the office and stated that he had received about Rs. 1,000 after paying all legal expenses and offered to pay Rs. 600 in full settlement of all claim of the Trust.

Taking into consideration the difficulties and expenses that may have to be undergone and the uncertainty about the result of the second suit for Rs. 375, Mr. Damodhar was induced to pay Rs. 700 in full settlement of all the Trust claim amounting to Rs. 869-6 subject to the Committee's sanction.

Under the circumstances, I have to request the favour of your obtaining the Improvements Committee's sanction to accept the amount of Rs. 700 in full settlement of the Trust claim amounting to Rs. 869-6."

**Resolution 154.**—The acceptance of Rs. 700 in full settlement of the claim is sanctioned.

24. Re: Complaint received from tenants of rooms Nos. 69 and 70, Block No. 7, Mazagon Chawls stating that proper receipts have not been given to them for amounts received by the Trust.

Considered the following:—

(a) Complaint, dated 26th January 1928, from the tenants referred to above:—

"We, the undersigned, Metto Trimbak and Namdeo Krishna of Chawl No. 7, Room No. 69 and 70, beg to inform you that we have paid Rs. 17 and Rs. 15 respectively and we have received the bills of only Rs. 4-4-0 and Rs. 3-12-0.

2. The bills have been taken away by Mr. Basa Saheb one of your officers and the tenants of the Chawl No. 8, Room No. 18 and 43 and 35 they have paid also Rs. 15 each cash and they have only received bill of Rs. 3-12 only.

3. The tenants of Chawl No. 9, Room No. 47, have paid the Court cost Rs. 10-5 and the receipts have not been passed to those men.

4. We hope you will kindly inquire about all these matters from the said persons and you will see that the clerks are cheating the tenants."

(b) Chief Officer's note, dated 16th February 1928:—

"Copies of these complaints having been sent to me, I asked Mr. Burge to hold an enquiry into the matter which he did on Sunday the 12th instant. The complaints and the result of the enquiry are summarized below:—

(1) *By Metto Trimbak and Namdeo Krishna:—*

In the complaint, it is stated that Metto paid Rs. 17 and received a receipt for Rs. 4-4-0.

It appears that Metto left Bombay about a fortnight before the complaint was made. His wife states that they occupied the room about eight months ago and then paid Rs. 15. The amount was paid to Yeshwant a pumpman. They received a receipt for Rs. 3-12-0 for rent but none for the deposit. She states that they occupied the room about the middle of the month, that she does not know who sent the complaint and that the thumb mark must be a forgery.

The register shews that the room was occupied on July 16th and that Rs. 3-12-0 was paid as rent and nothing as deposit.

(2) *Namdeo Krishna:—*

In the complaint, it is stated that Rs. 15 was paid and a receipt granted for Rs. 3-12-0 only.

Namdeo has been seen and denies having put his thumb mark on the complaint and all knowledge of it. His mother says they came to the chawls about 7 or 8 months ago, that they paid Rs. 17 and obtained receipts—she has no complaint to make. She also paid the money to Yeshwant.

The register shews that the room was occupied in the middle of August, that Rs. 8-8-0 was paid as deposit and Rs. 4-4-0 as rent and that receipts were granted.

(3) *Rooms 18, 43, and 35 of block 8 :—*

In the complaint, it is stated that each tenant paid Rs. 15 and received bills for Rs. 3-12-0 each.

The tenant of room 18 is Shirpa Bagya. He states he paid Rs. 11-12-0. He obtained receipts and has no complaint to make.

The tenant of room 43 is Rajaram Ganpat who has also made a separate complaint to the effect that he paid Rs. 7-8-0 as deposit and Rs. 7-8-0 as rent but was given a receipt for Rs. 3-12-0 only. He has been interviewed and states that he occupied the room 7 or 8 months ago; that he paid Rs. 15 at the Chawl Office but does not know to whom. He acknowledges having received receipts for the deposit and for Rs. 3-12-0 being half a month's rent. The register shews that the room was occupied on 16th September 1927 and that a deposit of Rs. 7-8-0 and rent amounting to Rs. 3-12-0 were paid and receipts granted.

*Room 35.*

This room is vacant.

(4) *Room 47, Block 9.*

The complaint is that the tenants of this room paid Rs. 10-5-0 Court costs and that receipts have not been passed.

The tenant has paid his rent regularly and no suit has been filed. The former tenant absconded two years ago.

2. The Chawl Superintendent has been on two months' leave and returned on the 1st of this month. He states that the tenants were in the habit of paying rent to Yeshwant and that he gave them instructions not to do so. Yeshwant has been absent from the date on which the Chawl Superintendent returned and I have given instructions that he is not to be employed again.

3. It should be explained that when a tenant occupies a room he is required to pay a month's rent as deposit and if he enters into occupation after the 15th he is charged half rent for that month."

**Resolution 155.**—The Chief Officer's note is recorded.

25. Re : Scheme 47, Guzari Bazar Market—Case No. 63—*auction sale of right of collecting rents for one year commencing from 1st April 1928.*

(File No. Mis. 139/28.)

Considered Estate Agent's No. 3213, dated 18th February 1928 :—

"I have the honour to state that an auction, for the right of collecting rents for one year commencing from 1st April 1928, from the above market, was held in the Head Office on the 15th instant at 2-30 P.M., Bombay Time.

2. There were about 12 bidders present, and there was very keen competition.

3. The highest bid of Rs. 755 as rent per month was offered by one Mr. Ahmedbhoj Lalbhoy, as against Rs. 467 for the last year ending 31st March 1928, and Rs. 345 for the one previous ending 31st March 1927.

4. The offer of Rs. 755 is fair and may, if approved by you, be recommended for Improvements Committee's sanction."

**Resolution 156.**—The offer of Rs. 755 per month by Mr. Ahmedbhoj Lalbhoy is accepted.

26. Re: Scheme 31—Case No. 92—premises Nos. 22 and 22A, Suparibaug Road, Parel  
—sanitary arrangements in respect of—sanction for.

(File No. Mis. 119/28).

Considered Estate Agent's No. 2846, dated 13th February 1928 :—

"Herewith I have the honour to forward a copy of letter No. H.F./241/C, dated the 11th May 1927, addressed to the Trust Engineer making the following two requisitions :—

- (1) To provide one water closet on full flushing system on each of the ground and first floor of blocks Nos. I, II & III (altogether six W. C.'s), and (2) To convert the existing 3 seated privies into water closets on full flushing system as the existing privy accommodation is on sanitary grounds objectionable (privies attached to the servants' quarters).
2. The Trust Architect having thereupon enquired of the undersigned whether a regular estimate be submitted for your sanction, was replied to in the affirmative and he has accordingly forwarded the accompanying two estimates\* "A & B" amounting to Rs. 1,006 and Rs. 851 respectively, the arrangement is shown on copies of plans\* sheets Nos. 9319/126 & 126A which also accompany.
3. The monthly rent of the bungalow is Rs. 331-4-0 and the estimated cost is Rs. 1857.
4. Provision has been made in this year's Budget for the above work and it is, therefore, recommended that the estimates above referred to may please be sanctioned."

*Letter from the Assistant Health Officer, F. Ward, Bombay Municipality, addressed to the Trust Engineer, referred to in para 1 above :—*

"I have to request the favour of your having the following work at premises No. 22 and 22A (Ward Nos. 120-121 Sub No. 1 & 2, Suparibaug Road, Parel) carried out as early as possible :—

1. To provide one water closet on full flushing system on each of the ground and first floor of Block Nos. I, II, & III. (Altogether six water closets).
2. To convert the existing three seated privies into water closets on full flushing system as the existing privy accommodation is on sanitary grounds objectionable (privies attached to the servants' quarters)".

**Resolution 157.**—The estimates amounting to Rs. 1,006 and Rs. 851 are sanctioned.

27. Considered the following Report of the Land Sub-Committee No. 1, dated 22nd February 1928 :—

Re: **Scheme No. 56, Dharavi—Development of portion as sites for Milk Cattle Stables.**

"By their Resolution No. 645, dated the 22nd November last, the Committee approved of a suggestion by the Chief Officer that advertisements should be inserted in the local press inviting offers for a maximum of five plots (aggregating about 28,000 sq. yds.) and

\* Not printed.



requested us to consider and report as to the length of lease to be granted and the special covenants to be inserted in the lease. In this connection, we have considered the following note by the Chief Officer and beg to recommend that the proposals contained therein be approved :—

\*By their Resolution No. 645, dated the 22nd November last, the Committee requested the Land Sub-Committee to consider and report what length of lease should be granted and what special covenants should be inserted in the leases of the plots of land proposed to be let for the erection of buffalo stables in the southern portion of this scheme.

2. The number of plots proposed to be offered in the first instance is five. The aggregate area is about 28,000 sq. yds., and the number of animals for which accommodation could be provided is 1426.

3. The Estate Agent has prepared a plan shewing the layout of the plots and the stables. This plan is based on experience with similar stables at East Agripada and provides for ample open spaces between buildings. The plots proposed to be offered are numbered 1 to 5.

*Term of Lease.*

4. In the case of East Agripada, we granted leases for 99 years. In the case now under consideration, the Corporation have decided that the stables must comply in all respects with the bye-laws and that the grant of permission to erect them implies no departure from the policy of removing such stables from the Island at the earliest convenient opportunity and that when adequate arrangements have been made for such removal or at any time it may be decided for other reasons to do so, the licenses for these stables will be withdrawn. Bearing all these points in mind, and after consulting the Estate Agent, I have formed the opinion that the length of lease to be granted should be 30 years.

*Special Covenants.*

5. In East Agripada, we granted a free period of six months. It is suggested that a similar period be granted here.

As the lease to be granted will be a short one, the clause permitting lessees to commute their ground rents should be deleted.

In view of the liability to have the licenses withdrawn, the tenants should be given the option of surrendering their leases and of removing their buildings. This option might be granted on the following conditions :—

- (a) notice to determine the lease to be given by the lessee within a period of one month of final refusal by the Municipality to renew the license ;
- (b) on giving such notice the lessee shall at the same time pay to the Board all rent due together with rent for the next six months.
- (c) the lessee shall be at liberty to remove all buildings from the land provided he does so within the above period of six months.
- (d) any buildings not so removed to become the absolute property of the Board.

In any event, the tenant should be given the right to remove the buildings, on the usual terms, during the last year of the full term of 30 years.

It will be necessary to reserve to the Board the right to lay and maintain a storm water drain through the plots.

*Special Building Rules.*

6. In addition to the provisions contained in Municipal bye-law relating to the construction of milch cattle stables it is proposed to provide that—

- (a) the building to be used as godowns, shops, and gowlees' quarters shall not consist of more than a ground and one upper floor in height;
- (b) no buildings other than water closets, dung pits and water tanks shall be constructed outside the yellow lines shown on the site plan\* attached to the agreement;
- (c) the number of buffaloes to be accommodated on the site shall not exceed the number shown on the site plan:

(Note:—This will be as follows):—

Plot 1—250  
 „ 2—276  
 „ 3—300  
 „ 4—300  
 „ 5—300

- (d) the 15 feet open spaces between stables shall be properly paved and drained.

(ii) Re : Foras Road Chawls—Rents paid by displaced tenants.

By their Resolution No. 32, dated the 10th January last, the Committee referred to us for consideration and report a suggestion by the Estate Agent that the rents paid by some of the tenants of the Foras Road Chawls should be increased.

Rather over five years ago, the Board decided to offer accommodation in these chawls to persons whom they were about to displace in order to demolish insanitary buildings; they were offered rooms at the rent they paid for the old ones and a guarantee was given that the rents would not be increased for a period of five years. This period has now expired in the case of 213 tenants and the Estate Agent proposes that the rents should be gradually increased until it reaches that charged to other tenants.

Since the Estate Agent made his proposal, the Committee has reduced the rents of the other rooms of these chawls; the new rents are as follows:—

Ordinary Rooms	...	...	...	Rs. 8
End Rooms	...	...	...	„ 9/8 and Rs. 10

As a result of the general reduction, 26 of the tenants who have hitherto been paying concession rents will now receive a reduction. The remaining 187 out of the 213 are paying rents as follows:—

Number of tenants.	Rent paid.			Normal rent of room.		
	Rs.	a.	p.	Rs.	a.	p.
125	6	5	0	8	0	0
2	6	9	0	8	0	0
1	7	1	0	8	0	0
17	7	5	0	8	0	0
12	7	5	0	9	8	0
15	7	5	0	10	0	0
1	7	9	0	8	0	0
1	7	9	0	9	8	0
2	7	13	0	8	0	0
1	8	1	0	10	0	0
1	8	5	0	9	8	0
9	9	5	0	10	0	0

\*Not printed.

The Estate Agent proposes that in the first instance these rents should be raised to the nearest whole rupee and that thereafter they should be increased by eight annas every six months until they reach the normal. This would result in 30 tenants paying the normal at once and no further increase would be levied in their case.

We approve (Mr. Horniman alone dissenting) of the proposal but consider that before the second increase is enforced a report should be made to the Committee as to the result of the first increase. We beg to recommend accordingly."

**Resolution 158.**—The report of the Land Sub-Committee is approved and adopted.

28. Re : Notice of motion, dated 15th February 1928, by Dr. A. G. Viegas, L.M. & S., re: removal of the Matunga Engineering Office to the Head Office.

In accordance with notice of motion, it was—

Proposed by Dr. Viegas—

"That the Finance and Establishment Sub-Committee be requested to consider at a very early date the Report of their Committee on the removal of the Matunga Engineering Office to the Head Office which was delivered to the Secretary about three weeks ago."

Dr. Viegas asked for and obtained permission to alter the motion as follows:—

"That the Finance and Establishment Sub-Committee be requested to expedite their report on the removal of the Engineer's Office from Matunga to the Head Office."

The motion altered as above was seconded by Mr. Silam.

**Resolution 159.**—Carried.

29 Re : Notice of motion, dated 15th February 1928, by Dr. A. G. Viegas, L.M. & S., re: work to be done by the Officers in the Engineering Department etc., during the Official year 1928-29.

In accordance with notice of motion, it was—

Proposed by Dr. Viegas—

"That the Chief Officer be requested to report what work each of the following Officers viz.—(1) The Engineer or his acting incumbents, (2) The Architect, (3) Two Senior Assistant Engineers, (4) Two Junior Assistant Engineers, (5) Six Sub-Engineers is expected to do in the first six months, viz. from 1st April to 30th September, and in the last six months, viz. from 1st October 1928 to 31st March 1929, of the year 1928-29 is expected to do, the probable amount of money to be spent on each item of work or at least all work to be done by each of them, and any administrative work, if so what work, each one of them may have to do."

The motion was seconded by Mr. Bole and on being put to the vote was declared *lost by 4 to 5*

30. Re : Notice of motion, dated 15th February 1928, by Dr. A. G. Viegas, L.M. & S., re: Officers in the Secretary and Chief Accountant's Department.

In accordance with notice of motion, it was—

Proposed by Dr. Viegas—

“That the Chief Officer be requested to state (the answers being entered in the minutes) or to report under *what circumstances* and *when* the posts of Deputy Secretary and Assistant Accountant were created, what duties were attached to these posts, what amount was then proposed to spend on the operations of the Trust, what amount has been spent on them from year to year since then and what amount is proposed to spend on them in 1928-29, and up to what year the Secretary alone discharged the duties of Secretary and Accountant and on what salary and what amount on the Secretary's Office was spent from year to year and is being spent on it now.”

The motion was seconded by Mr. Silam, and on being put to the vote was declared *lost by 4 to 5*

31. The following documents were executed :—

(1) *Debentures—*

Name of Holder.	Year of Loan.	Amount.	New.	Old cancelled.
The Central Bank of India, Limited ...	1902	20,000	1	4
	1904	20,000	1	2
	1908	5,000	1	1
	1914	25,000	1	2
The Bank of India, Limited ...	1904	500	1	1
Maria Epifania Coutinho and another ...	1905	2,000	2	2
Aileen Bell and another ...	1907	1,000	1	1
C. N. Wadia, C. I. E., and another ...	1908	1,000	1	1
Mithibai Sorabji Dalal ...	1912	500	1	1
K. A. Dantra ...	1912	500	1	1
Hari Pandurang Deshmukh and others ...	1913	1,000	1	2
Total...		Rs. 76,500	12	18

(2) *Lease and Counterpart to—*

- (i) Mr. Cowasji Nusserwanji Karanjia and another, re : plot No. 653B, Dadar-Matunga Estate.
- (ii) Mr. Vishnu Vaman Mule, re : plot No. 32, Lalbaug Estate.

- (iii) Sir Temulji Bhicaji Nariman, Kt., *re* : plot No. 629, Dadar-Matunga Estate.
- (iv) Mr. Pirojshaw Dhunjibhoy Patel, *re* : plot No. 643, Dadar-Matunga Estate.
- (v) Mr. Rustomji Nanabhai Boyce and another, *re*: Plot No. 671, Dadar-Matunga Estate.
- (vi) Mrs. Jerbanoo Jal R. Vakil, *re* : plot No. 752, Dadar-Matunga Estate. (This was executed in the meeting of the Finance & Establishment Sub-Committee on 16th February 1928.)
- (3) *Agreement with—*
- (i) Mr. Rustomji Jamasji Mistry & others for building lease of plot No. 748, Dadar-Matunga Estate.
- (ii) Mr. Muncherji Pallonji Contractor & others for building lease of plots Nos. 39 & 40, West Chaupati Estate.
- (iii) Bai Meherbanoo Sorabji Driver for building lease of plot No. 737, Dadar-Matunga Estate.
- (4) *License & Duplicate to Mr. Ramnarain Hurnandrai & others in respect of plots Nos. 15 & 16, Sandhurst Road West Estate.*

**32.** The following papers were laid on the table :—

1. Purchase orders sanctioned by the Chief Officer under Section 22(1) of the Act.
2. Works       do.               do.               do.               do.
3. Sale of materials               do.               do.               do.
4. Charge receipts of roads, footpaths, etc., handed over to the Municipality.
5. Government Memorandum, General Department, No. 5307/1560A, dated 8th February 1928 according sanction to the grant by the Improvement Trust of a gratuity of Rs. 780, to Naik Mahadeo Ramchandra of the Office of the Tribunal of Appeal. (Committee Resolution 97, dated 31st January 1928.)

# Bombay Improvement Trust.

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ESPLANADE ROAD,

*Bombay, 13th March 1928.*

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, Esplanade Road, this day at 3-30 P.M. (B.T.), there were—

PRESENT :

1. DR. ACCACIO G. VIEGAS, L.M. & S.
  2. MR. L. R. TAIRSEE.
  3. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
  4. MR. S. L. SILAM, B.A., LL.B.
  5. MR. HOSENALLY M. RAHIMTOOLA, B.A.
  6. MR. W. R. S. SHARPE.
  7. MR. S. D. SAKLATWALA.
  8. MR. GANPAT KRISHNAJI BORADE.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.  
MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE SECRETARY WERE ALSO PRESENT.
- 

The Chief Officer stated that Sir Vasantao would not be able to attend the meeting and asked the Committee to appoint a Chairman.

Proposed by Mr. Tairsee, seconded by Mr. Borade—

“That Mr. Hoosenally do take the chair.”

*Carried.*

In assuming the chair Mr. Hoosenally thanked the Committee.

Before the minutes of the meeting held on the 28th February 1928 were signed, Dr. Viegas stated that his notices of motion (Nos. 29 and 30 of the proceedings) had been lost by 4 to 5 and expressed a desire that the fact should be included in the proceedings. The Chairman thereupon signed the minutes subject to the necessary corrections being made therein.

At the outset, the Chairman welcomed Mr. Sharpe.

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1. Re : Dadar-Matunga—plots Nos. 809, 815 and 816—leased for the Presidency Magistrate's Court at Dadar—application for a further lease for 3 years.  
( File No. Mis. 146/28. C. R. 549/27.)

Considered the following :—

- (a) Government letter, Home Department, No. 1462-IV-B., dated 22nd February 1928 :—

"With reference to the correspondence ending with your letter No. Mis. 659/27, dated the 30th September 1927, regarding the lease of the plot on which stands the Presidency Magistrate's Court House at Dadar, I am directed by the Governor-in-Council to observe that the rental for the portion of the site as is occupied by the present court premises is based on the value of the land when it was leased by Government several years ago.

Government now understand that the present value is Rs. 12 per square yard for similar plots. I am, therefore, to request that you will be so good as to state whether the Bombay Improvement Trust are willing to enter into a lease for three years for this site at the rate of Rs. 12 a square yard."

- (b) Estate Agent's No. 4371, dated 2nd March 1928 :—

\* \* \* \* \*

2. This refers to plots Nos. 809, 815 and 816 of the Dadar-Matunga Estate, which were leased to Government for a term of 5 years, expiring on the 31st August 1927, at an annual ground rent of Rs. 6,806, calculated at the rate of Rs. 18 per sq. yard upto a depth of 200 feet measured from the Kingsway and at the rate of Rs. 10 per sq. yard for the remaining depth. Government also paid the sum of Rs. 7,300 for the building occupied by the Magistrate's Court.

3. The lease also provided that Government should have the option of purchasing these plots during the subsistence of the lease at a price of Rs. 1,12,444. Government were, however, unable to take advantage of this option owing to the financial stringency and the heavy drain on Government funds due to the floods in Kathiawar and Gujrat. Government, therefore, applied to be allowed to occupy the land on a monthly tenancy at a ground rent of Rs. 567-5-4, which was the same as the original rent, and this was allowed by the Improvements Committee's Resolution No. 549, dated the 27th September 1927.

4. As matters now stand, Government have lost the option of purchase and are merely monthly tenants of the Trust, and they now apply for a 3 years' lease of this land at a ground rent based on a rate of Rs. 12 per sq. yard which they state is the correct rate in view of the trend of present land values.

5. The Trust have recently let plot No. 10 on the opposite side of the road for residential purposes at a ground rent based at 6% per annum on Rs. 12 per sq. yard, and in the circumstances, the undersigned is of opinion that Government's request may be granted and that they may be granted a 3 years' lease of these plots at a ground rent calculated at 6% per annum on Rs. 12 per sq. yard. The area of these plots being 7,377 sq. yards, the ground rent will amount to Rs. 5,312 per annum or Rs. 442½ per month as against the present rent of Rs. 576½ per month."

**Resolution 160.**—A lease of these plots should be granted to Government for 3 years at a ground rent calculated at 6% per annum on Rs. 12 per sq. yard from 1st April 1928.

2. Re : Retirement of Members of the Improvements Committee by rotation.

Considered Chief Officer's note, dated 7th March 1928 :—

"I beg to report that the marginally noted six members of the Improvements Committee appointed by the Board will under Section

1. Mr. Hoosenally M. Rahimtoola.	4. Mr. Mirza Ali Mohammed Khan
2. .. B. G. Horniman.	5. .. S. K. Bole,
3. .. K. F. Nariman.	6. .. Dr. Accacio G. Viegas.

12(2) of the City of Bombay Improvement Trust Transfer Act, retire from office at noon on the twentieth day of April next."

**Resolution 161.**—The Chief Officer's note should be recorded.

2. The Board should be requested to elect fresh Members of the Committee under Section 13 of the Act.

3. Re : Member of Committee—election of Mr. F. C. M. St. Paul, by the Bombay Chamber of Commerce, vice Sir Reginald Spence, Kt., resigned.

Considered letter No. 470-76, dated 28th February 1928, from the Secretary, The Chamber of Commerce, Bombay :—

"With reference to your letter No. Mis. 132/28 of the 21st February 1928, I have the honour to inform you that Mr. F. C. M. St. Paul of the New Zealand Insurance Co., Ltd., has been elected to represent the Chamber on the Bombay Improvements Committee in place of Sir Reginald Spence, Kt., resigned."

**Resolution 162.**—The letter should be recorded.

2. Mr. St. Paul should be appointed to serve on the Land Sub-Committee, and the Special Sub-Committee appointed under Committee Resolution No. 265, dated 2nd November 1926.

4. Re : Establishment—Mr. B. P. Wadke—Sub-Engineer (retrenched)—reinstatement of counsel's opinion on the legal aspect of Section 17 of the Act.

Considered Counsel's opinion referred to above :—

*Ex-Parte* : The Improvement Trust.

Re : Control of the Improvements Committee by the Board.

Case for the Opinion of Counsel.

"The Bombay Improvement Trust was created by Bombay Act No. IV of 1898 for the objects mentioned in the preamble to the Act. This Act with its various subsequent amending Acts are hereafter referred to in this Case as "the Original Act". Under Section 3 the duty of carrying out the provisions of the Act were vested in a Board, called "The Trustees for the Improvement of the City of Bombay."

By Sections 4 to 9, it was provided that the Board should consist of 14 members made up as follows :—

- (a) Three Ex-officio Trustees
  - (1) General Officer Commanding Bombay Brigade
  - (2) The Collector of Bombay.
  - (3) The Municipal Commissioner.



- |                              |  |
|------------------------------|--|
| (b) Seven elected Trustees.  | 4 elected by the Municipal Corporation.<br>1 elected by the Bombay Chamber of Commerce.<br>1 elected by the Bombay Port Trustees.<br>1 elected by the Bombay Mill Owners' Association. |
| (c) Three nominated Trustees | } Appointed by Government.   |
| (d) A Chairman               |  |

Under Section 18(3), The Board might delegate any of their powers to a Committee of members. The Act proceeds to define the Duties and Powers of the Board which include the making of Improvement Schemes of all kinds and Acquisition of Land for the purposes of such Schemes.

The Original Act was repealed by the City of Bombay Improvement Trust Transfer Act, 1925 (hereafter referred to as "the Transfer Act") the object of the repeal being set out in the preamble to that Act which recites (*inter alia*) :—

"Whereas the City of Bombay Improvement Act 1898 was enacted with a view to make provisions for the improvement and for the future expansion of the City of Bombay. And whereas a Board of Trustees endowed with special powers was constituted under the said Act for the aforesaid purposes and certain property and rights were vested in the said Board. And whereas it is now deemed expedient that the powers conferred upon the said Board should be transferred to the Municipal Corporation of the City of Bombay and that the said property and all existing rights of the said board should vest in the said Corporation and that the duty of carrying out the aforesaid purposes should, subject to the conditions and limitations hereinafter specified, be vested in the said Corporation."

Section 6 of the Transfer Act provides that the duty of carrying out the provisions of that Act should, *subject to the conditions and limitations thereafter contained*, be vested in the Municipal Corporation of the City of Bombay, which should for the purposes of that Act be called "the Trustees for the Improvement of the City of Bombay" and who are thereafter referred to as "the Board."

Section 10 provides for the formation of an "Improvements Committee" consisting of 18 members and formed as follows :—

- (a) 14 elected members—11 elected by the Board.
- 1 elected by the Bombay Chamber of Commerce.
  - 1 elected by the Indian Merchants' Chamber.
  - 1 elected by the Millowners' Association.
- (b) 4 nominated members appointed by Government, of whom 3 must be chosen from among the following—
- (1) Director of Development, Bombay.
  - (2) Chairman of the Bombay Port Trust.
  - (3) Collector of Bombay.
  - (4) Executive Engineer, Presidency District while the fourth must be chosen to represent labour from among the Members of the Board.

By Section 17—The powers conferred by and the duties imposed under the Act on the Committee shall be exercised and performed by the Committee subject to the *general control* of the Board.

By Section 21—The Committee may delegate any of their powers and duties to Sub-Committees of Members subject to any by-laws made under Section 113(a).

By Section 26—The Board appoints the Chief Officer and has power on certain conditions to remove him from office.

Under Chapter III of the Act, the Committee is empowered to prepare Improvement Schemes, Poorer Class Accommodation Schemes and Police Accommodation Schemes subject however to the express approval of the Board under Sections 36, 37(2) (b) and (c), 40, 44, 50 and 53.

The powers of the Committee in this connection are specifically defined.

The Committee are also given well defined powers in connection with the Vesting of Street and may act *on behalf of the Board* in negotiating for acquisition of land.

Under Chapter IV, Borrowing Powers are vested in the Board.

Under Chapter V, the Committee is empowered, *on behalf of the Board* to manage the properties of the Board and to delegate power of management to the Chief Officer (Section 79(4) and (7) and Section 81(2) ).

Under Chapter VI, the power of preparing the Annual Budget is vested in the Committee subject to the approval of Board under Sections 100 and 102.

*In Chapter VII—*

By Section 109 the Committee prepare a Schedule of the necessary staff of servants and sanction the salaries.

Section 111 provides :—

- “(1) The Engineer, Estate Agent, Chief Accountant and Land Manager shall be appointed by the Board and shall be removable at any time from office for misconduct or for neglect of, or incapacity for the duties of the office on the votes of not less than two-thirds of the Trustees present at a Meeting of the Board and voting in favour of a proposition in this behalf.
- (2) Subject to the provisions of this section and of regulations and of the Schedule for the time being in force framed by the Committee under Section 109 the power of appointing, promoting, suspending, dismissing, fining, reducing, discharging, accepting the resignation of, or granting leave to officers and servants of the Board shall be exercised by the Chief Officer in the case of officers and servants whose monthly salary does not exceed three hundred rupees and *in every other case by the Committee.*
- (3) The power of dispensing with the services of any Officer or servant of the Board having a lien on a permanent post otherwise than by reason of such Officer's or servant's own misconduct, or of permitting any officer or any servant to retire on a pension, gratuity or a compassionate allowance, shall, subject to the aforesaid provisions, be exercised by the Committee *alone.*
- (4) In this section, the word “Engineer” means the engineer of the highest grade on the board's ordinary staff.

Under Chapter VIII—The Committee have power to make Bylaws subject to the approval of the Board and Government.

It will be seen that in spite of the preamble the actual administration of the Trust is for the most part vested in a body whose constitution differs materially from that of the Municipal Corporation who, in their capacity of Trustees, exercise a *general* control over the acts of the Committee under Section 17.

Cases have occurred in which the Board have purported to exercise their right of control in a manner which the Improvements Committee consider an infringement of their rights under the Act and Counsel is now requested on behalf of the Committee to advise on

the nature of the control intended to be exercised under Section 17 and, in particular, upon the following two cases :—

(1) In pursuance of a scheme of retrenchment, on the recommendation of the Chief Officer and after very careful consideration of the case by a Sub-Committee resolved on the 29th March 1927 to dispense with the services of a Sub-Engineer engaged on Permanent Establishment at a salary of four hundred rupees a month. After repeated applications to the Committee who did not see their way to revise their decision the retrenched man applied to the Board who resolved on the 5th August that he should be reinstated. The Committee thereupon referred the matter back to the Sub-Committee who reconsidered the case and advised that the Board should be informed that it was regretted that the retrenched man could not be reinstated. The report of the Sub-Committee was adopted by the Committee and forwarded to the Board with a recommendation that the same be approved. On the 15th November, the Board resolved that the matter should be referred back to the Committee for reconsideration, with an expression of the opinion of the Board that the retrenched man should be employed in any other department where his ability and qualifications can be utilized. The Committee now await Counsel's opinion before taking any further action.

(2) On the 6th April 1927, the Board passed the following resolution :—

“That the Board are of opinion that the following point should be borne in mind in effecting retrenchment :—That the juniors on the permanent staff should be asked to go first and then the seniors.”

On the 27th September, the Committee considered the above resolution and passed a resolution to the effect that they were of opinion that it is not desirable to lay down a hard and fast rule regarding the retrenchment to be effected and accordingly recommended the Board to add the words “so far as efficiency permits” to their Resolution.

The Board refused to adopt the recommendation of the Committee but on the 15th November they passed the following resolution—

“That whenever the Improvements Committee find that efficiency would suffer in carrying out the Board's Resolution No. 37, dated 6th April 1927, they should refer the case to the Board for orders.”

In this case also, the Committee await Counsel's opinion before taking any further action.

The Committee contend that both these matters fall within their jurisdiction under the wide power given to them by Section 111(3) of the Transfer Act and that the “General Control” vested in the Board under Section 17, does not entitle the Board to employ a detailed check over specific matters or to pass such a resolution as in 2 above which has the practical effect of abolishing the discretion vested in the Committee by Section 111(3). It is not, of course, denied that the Board have the right to lay down the general policy.

It is pointed out that in the case of other powers of the Committee, the extent of the control to be exercised by the Board and the manner in which it is to be exercised is clearly defined, whereas the Committee's powers under Section 111(3) are stated to be vested in the Committee *alone*.

Counsel is asked to advise—

- (1) What is the nature of the “General Control” intended to be vested in the Board under Section 17 of the Transfer Act?
- (2) Can the Board limit or interfere with the powers conferred upon the Improvements Committee by Section 111(2) and (3)?
- (3) Are the Committee bound to carry out the resolutions of the Board of the 5th August and 15th November and reinstate the retrenched man?

- (4) Are the Committee bound to carry out the resolutions of the Board of the 6th April and 15th November with reference to the manner in which retrenchment is to be effected and so in effect transfer their discretionary powers to the Board?
- (5) If the answers to the last two questions are in the negative, what steps should now be taken by the Committee in order to maintain their rights?

### *Ex-Parte* : THE BOMBAY IMPROVEMENT TRUST

#### Opinion.

Re : *Control of the Improvements Committee by the Board.*

- (1) The meaning of the term "General Control" in Section 17 is to be interpreted with reference to the other provisions of the Act.

In the first place, the Committee is created by the Act itself and not by the Board under any statutory powers conferred on them. In this respect, the Committee differs from the one appointed under Section 18(3) of the old Act or Section 21 of the present Act. There are, besides, members on the Committee who are not members of the Board (Section 10). And its members carry on or retire irrespective of their position on the Board (Sections 15 and 16). In its constitution and existence, therefore, the Committee is independent of the Board.

In the next place, the division of functions between the Committee and the Board in respect of the individual activities required or permitted under the Act, is well defined in each Chapter referring to a particular activity. Under Chapter III, Improvement schemes are to be drawn up by the Committee in detail and submitted to the Board for approval. On the approval of the scheme by the Board it is the Committee that is to apply to Government for sanction. On Government sanction being granted, the Committee proceeds to execute the scheme.

Under Chapter IV, general Borrowing Powers are conferred on the Board.

Under Chapter V, all properties vest in the Board but the Committee on behalf of the Board shall be responsible for the maintenance and management thereof (Section 79). The Board again have power to acquire and hold property but the Committee on behalf of the Board have power to maintain, repair, let on hire or lease, or sell or convey (Section 81).

Under Chapter VI, the Budget estimates are prepared by the Chief Officer and sanctioned by the Committee, but have to be finally adopted by the Board (Section 98 and 103).

Under Chapter VII, the Committee prepare and sanction a schedule of staff. The Committee also prepare regulations for (a) leave (b) pensions, gratuities and compassionate allowances, (c) Provident Fund, (d) the guidance of persons employed under the Act.

Except in respect of certain appointments all appointments and dismissals are to be made by the Committee.

Under Chapter VIII, the Committee are empowered to make bye-laws, subject to approval by the Board and Government.

It appears from this that under the Act, the Board constitute the sanctioning and final authority but are not the executing authority, the executive power vesting in the Committee.

The general terms of section 17 must be interpreted in the light of the above remarks, and the "general control" conferred on the Board by virtue of that section constitutes them a governing body who can lay down the general lines of policy and exercise a general supervising authority but who are not meant to interfere in details of executive action.

(2) No.

(3) No.

(4) Even the special powers conferred on the Committee under Section 111 would be subject to the general control of the Board. But while the Board can lay down the general lines of policy in regard to retrenchment, which the Committee would be bound to follow, the Board cannot compel the Committee to put individual cases up to them for consideration.

(5) The Committee should decline to reinstate the retrenched man, and should deal with all individual cases of retrenchment themselves."

**Resolution 163.**—Consideration postponed.

5. Re : Establishment—Mr. B. P. Wadke—Sub-Engineer (retrenched)—representation re : payment of salary.

(File No. E. 23/28.)

Considered Mr. Wadke's letter, dated 8th March 1928 :—

"I beg to enclose herewith for your information and perusal copy of a letter, dated 3rd January 1928, addressed by me to the Secretary and Chief Accountant and a reminder thereto dated 13th January 1928, of which I have received acknowledgement bearing No. E. 23/28, dated 13th January 1928, stating that the matter is receiving attention.

As nearly two months have passed since the date of acknowledgment, I have to request you to see that the matter is once for all ended without any further loss of time or unnecessary correspondence passed."

*Letter, dated 3rd January 1928, from Mr. B. P. Wadke, referred to in para 1 above :—*

"As usual I called at the Head Office this afternoon for my salary for the month of December 1927, when to my extreme surprise I was told by the pay clerk and cashier that my name was not on the pay-sheet and that no payment was to be made to me.

In the first place, I contend that my leave was forced on me and I am all along entitled to my full salary, as having regard to the decision of the Board I take it that no final order has yet been passed in my case.

Secondly, without prejudice to the above contention I most humbly and respectfully submit that your notice of 31st March 1927 was delivered to me on the 13th April last and I am in any event entitled to seven months' leave as from 1st June 1927, so that the said period would expire on 31st December 1927, that is to say, I am in any case entitled to get my salary for the month of December 1927. Thirdly, without prejudice to my strict rights and contentions I humbly submit that in any event I am entitled to get my salary till final decision of my case whenever it may be given.

I have, therefore, to request you to issue the necessary orders to make necessary payment to me."

**Resolution 164.**—Consideration postponed.

6. Re : Establishment—Estates and Valuation Department—Mr. S. S. Vaidya, clerk—advance from Provident Fund to.

Considered Chief Accountant's note, dated 7th March 1928 :—

"Mr. S. S. Vaidya, a junior clerk in the Estates and Valuation Department applies for the grant of an advance of Rs. 300, out of his Provident Fund subscriptions to meet the expenses incurred in connection with the illness of his daughter, and has produced a medical certificate.

Mr. Vaidya joined the Trust Service on 16th November 1908 and his present pay is Rs. 80 plus war allowance of Rs. 20, per month.

A sum of Rs. 173-15-1 stands to his credit in the Provident Fund account as his own subscriptions.

He has had advances as under :—

1st advance of Rs. 145, paid in July 1921 and repaid in March 1923.

2nd advance of Rs. 200 paid in June 1923 and repaid in February 1925.

3rd advance of Rs. 250 paid in February 1926 and repaid in October 1927.

The grant of the present advance of Rs. 300, recommended by the Estate Agent requires the sanction of the Committee as twelve calendar months have not elapsed since the complete repayment of the last advance.

The advance, if sanctioned, will be recovered in 20 equal monthly instalments."

**Resolution 165.**—Sanction is accorded to the grant to Mr. Vaidya of an advance of Rs. 300 out of his Provident Fund subscriptions repayable in 20 equal monthly instalments.

7. Re: Establishment—Mr. M. Framji—Trust Architect—grant of an advance for the purchase of a motor car.

Considered Trust Architect's No. 684, dated 9th March 1928 :—

"I have the honour to request you kindly to obtain the sanction of the Improvements Committee to grant me an advance of up to Rs. 3,600 for the purchase of a motor car subject to the usual conditions regarding the payment of interest and the repayment of the amount."

**Resolution 166.**—Sanction is accorded to the grant to Mr. Framji of an advance of upto Rs. 3,600 for the purchase of a motor car, subject to the usual conditions contained in Trustees' Resolution No. 36, dated 4th March 1913 and No. 422, dated 22nd July 1924.

8. Re: Sandhurst Road East—plot 52—motor garage on.

(File No. Misc. 175/28.)

Considered the following :—

- (a) Trust Architect's No. 574, dated 24th February 1928 :—

"I have the honour to forward herewith a set of plans\* received from the lessee's architects showing the motor garage proposed to be erected on the above plot and state that the proposal may be allowed subject to the Board's usual normal conditions of Trustees' Resolution No. 296 of 27th September 1918.

The size of the garage as proposed is larger than normal but may be allowed considering the large open spaces."

- (b) Estate Agent's No. 4474, dated 3rd March 1928 :—

"\* \* \* \* \*

2. The undersigned concurs with the Trust Architect's recommendation.

3. The lease of this plot having been granted, premium will be payable at the rate of Rs. 1375, for every 100 sq. feet covered by the garage, together with the cost of the necessary license."

\* Not printed.

**Resolution 167.**—The proposed motor garage should be allowed subject to the usual normal conditions contained in Trustees' Resolutions No. 296, dated 27th September 1918 and No. 255, dated 22nd June 1920.

9.

Re: *Tenders for limewashing.*

(File No. Mis, 911/27.)

Considered Engineer's No. 1635, dated 17th February 1928:—

"With reference to the correspondence ending with your No. Misc. 911/27 of 30th November 1927, I have the honour to inform you that out of 11 tenders received for the above work, as will be seen from the accompanying comparative statement, the rates quoted by Messrs. M. A. Syed & Co. are the lowest for all the items. Being suspicious of the lowness of these rates, I called for Messrs. Syed & Co. to see me with their certificates to explain the nature of the work they have executed. The first letter was addressed to them on the 18th of January. This was followed by my letters of 26th January 1928, and 11th February 1928, copies enclosed\* from which it will be seen that the Company are not prepared to do business. This is just as well for the Trust as the rates quoted by Messrs. Syed & Co. are so low that the work could not possibly be done satisfactorily. This will be realised on examination of the rates paid for similar sort of work by other public bodies, a schedule of which is attached.

The next lowest are:—

Mr. Abubakar Janmahomed—For acquired properties, Pydhowni Division, Agripada, and Parel at Rs. 0-4-3, Rs. 0-4-0 and Rs. 0-4-0 per 100 sq. ft. respectively;

Mr. Chandisha Obhroy—For Chawls—Pydhowni and Agripada—Rs. 0-3-3 and Rs. 0-3-0 per 100 sq. ft. respectively;

Mr. Daya Lakha—For Chawls—Parel Division—Rs. 0-3-6 per 100 sq. ft.

I recommend, therefore, that these 3 tenderers be offered the work at the rates quoted by them for the respective Divisions and also that the deposit of Rs. 100 paid by Messrs. M. A. Syed & Co. be forfeited.

Messrs. Sharma and Vajan Bros. also quoted a rate of Rs. 0-3-6 for the Chawls, Parel Division, but as Mr. Daya Lakha is well known to this Department as being a reliable contractor who has been dealing with the Trust for many years, I recommend his employment.

The rates for external lime-washing are not considered, because this kind of work is seldom done. The rates received now will, however, serve as a basis for purposes of payment if any buildings require external lime-washing in the course of the year.

The approximate cost of the work would be Rs. 22,000 and the period of the work should be 3 months from the date of placing the order.

An early reply is requested, as considerable delay has been caused by Messrs. Syed & Co."

STATEMENT "A".

Comparative statement of tenders invited under this office No. 11428 of 22nd November 1927, for lime-washing the acquired properties and the Board's chawls in Parel, Agripada and Pydhoni Divisions.

Serial No.	Name of tenderer.	Rates per 100 Sft.						Lime-washing externally wherever necessary Rates per 100 S.ft.
		Pydhowni Division.		Agripada Division.		Parel Division.		
		126 Acq. properties.	48 Board's Chawls.	124 Acq. properties.	56 Board's Chawls.	415 Acq. properties.	33 Board's Chawls.	
		Rs. as. p.	Rs. as. p.	Rs. as. p.	Rs. as. p.	Rs. as. p.	Rs. as. p.	Rs. as. p.
1	Mr. Haji Dada Suleman ... ..	0 4 6	0 3 6	0 4 6	0 3 6	0 5 0	0 4 6	0 10 0
2	„ Chandisha Obhroy ... ..	0 4 9	0 3 3	0 4 3	0 3 0	0 4 6	0 3 9	0 8 0
3	„ Nensi Monji ... ..	0 5 0	0 4 6	0 5 0	0 4 6	5 6	0 4 6	0 12 0
4	Messrs. M. A. Syed & Co. ... ..	0 2 10	0 2 10	0 2 10	0 2 10	0 2 11	0 2 11	0 3 9
5	Mr. Motilal Tejai ... ..	0 9 0	...	0 8 0	...	0 7 0	...	...
6	„ B. S. Gohil ... ..	0 8 0	...	0 8 0	...	0 8 0	...	...
7	„ Kassum Balabhoy ... ..	0 5 3	0 4 0	...	0 4 0	0 5 6	0 4 0	...
8	„ Daya Lakha ... ..	0 4 6	0 4 0	0 5 0	0 4 6	0 4 6	0 3 6	0 12 0
9	„ Abubakar Janmahomed ... ..	0 4 3	0 3 9	0 4 0	0 4 0	0 4 0	0 4 0	...
10	Messrs. Sharma and Vajan Bros. ..	0 4 6	0 3 6	0 4 6	0 3 3	0 4 6	0 3 6	0 6 0
11	„ Gagrat Marker & Co. ... ..	0 4 11	0 4 5	0 4 11	0 4 5	0 4 11	0 4 5	0 6 9
	Last year's approved rates for these ... ..	0 4 0	0 3 3	0 4 3	0 3 3	0 4 0	0 3 3	Departmental
		Mr. Haji Dada Suleman.	Mr. Haji Dada Suleman.	Messrs. Chandisha & Co.	Mr. Haji Dada Suleman.	Messrs. Chandisha & Co.	Mr. Haji Dada Suleman.	

MEETING OF THE IMPROVEMENTS COMMITTEE OF 13TH MARCH 1928.



## STATEMENT "B"

Statement showing the rates prevailing for whitewashing elsewhere.

Serial No.	Name of the department.	Schedule rate of whitewashing.	Unit.	Deductions if any.	Rates paid to the contractors.		REMARKS.
					Rs. a. p.	Rs. a. p.	
1	B. B. & C. I. Railway—						
	Single coat ... ..	0 8 0	% Sft.	...	0 8 0		
	Double „ ... ..	0 10 0	„	...	0 10 0		
2	Military Works Services—						
	Single coat ... ..	0 3 0	„	...	0 3 0		
	Double „ ... ..	0 4 0	„	...	0 4 0		
3	Public Works Department—						
	Double coat ... ..	0 8 0	„	...	0 8 0		
4	Development Department—						
	Double coat ... ..	0 6 0	„	...	0 3 6		By tenders.
5	Bombay Municipality—						
	Single coat ... ..	0 8 0	„	31% less.	0 5 6		
	Cleaning and rubbing with katha ... ..	0 3 0	„	„	0 2 1	0 7 7	
	Double coat „ ... ..	0 10 0	„	„	0 6 11		
	Cleaning and rubbing with katha ... ..	0 3 0	„	„	0 2 1	0 9 0	
	Whitewashing two coats ceiling ... ..	1 0 0	„	„	0 11 0		
	Cleaning and rubbing with katha ... ..	0 3 0	„	„	0 2 1	0 13 1	
	Whitewashing two coats scrapping the sooty and dirty walls of cook-rooms &c. ... ..	0 6 0	„	„	0 4 2		

**Resolution 168.**—The tenders of—

- (1) Mr. Abubakar Janmahomed, for acquired properties in Pydhowni, Agripada and Parel Divisions,
- (2) Mr. Chandisha Obhroy, for chawls in Pydhowni and Agripada Divisions; and
- (3) Mr. Daya Lakha, for chawls in Parel Division,

are accepted.

2. The deposit of Rs. 100 paid by Messrs. M. A. Syed & Co. should be forfeited.

10.

Re : *Supply of petrol during 1928-29*

(File No. Mis. 114/28.)

Considered Engineer's No. 2051, dated 1st March 1928 :—

“ With reference to the correspondence ending with your letter No. Mis. 114/28 of 20th February 1928, I have the honour to inform you that the rates quoted by both—

- (1) Messrs. The Asiatic Petroleum Co. (India), Ltd., and
- (2) Messrs. The Burmah Oil Co., Ltd.

are exactly the same word for word, *i.e.*

“ Packed supplies :—The wholesale rate (*i.e.* the Bombay retail rate less one anna per gallon rebate) prevailing on the date of each delivery against the contract.

Bulk supplies :—The wholesale rate (*i.e.* the Bombay retail rate less 2 annas per gallon rebate) prevailing on the date of each delivery against the contract.

The rebate to retail dealers in Bombay is subject to fluctuation and that the wholesale rate in consequence may vary in accordance with the scale of rebate sanctioned by the Company from time to time.

Quotations are for free delivery within the Island of Bombay and are subject to their force majeure clause.”

Since the rates quoted by both the firms are the same, it is recommended that the total supply be equally distributed between the two for packed supplies only as we do not require bulk supplies.

Both the companies were asked if they were agreeable to supply half the quantity only and on the understanding that we would not bind ourselves to buy the quantity to the full extent to which they have replied in the affirmative.

Improvements Committee's sanction may therefore please be obtained to the above proposal at an early date.

Your office papers as also the tenders\* in original and the further replies\* received from the two companies accompany.

Messrs. The Indo Burmah Petroleum Co., to whom a copy of the circular was sent, have expressed their inability to quote.”

**Resolution 169.**—The tenders of Messrs. The Asiatic Petroleum Co. (India), Ltd., and Messrs. The Burmah Oil Co., Ltd., are accepted and the total supply should be distributed between them as proposed.

11. Re : Love Lane Chawls—representation for reduction of rents.

(File No. Mis. 87/28.)

Considered letter, dated 21st February 1928, from Mr. R. S. Nekaljay, President of a public meeting of the tenants of the Love Lane Chawls held on 19th February 1928 :—

“ At a public meeting of the tenants of the Love Lane Chawls held under my Presidentship on 19th February 1928 when the following resolutions were passed :—

1. That this public meeting of the tenants of the Love Lane Chawls requests the Chairman, and members of the Improvement Trust Committee to consider the poverty and unemployment amongst the tenants of Love Lane Chawls and reduce the high rent charged at present.

2. That this public meeting of the tenants of Love Lane Chawls requests the Chairman and members of the Improvement Trust Committee to make some better arrangements for the water supply in these chawls as at present great difficulty is experienced by tenants being on the top floor.”

**Resolution 170.**—Referred to the Land Sub-Committee for consideration and report.

2. Mr. Nekaljay should be informed that the matter is receiving attention.

12. Re : Dadar-Matunga Estate—plot No. 404—agreed to be leased to Bai Godavaribai, widow of Dossa Gopal.

(File No. Mis. 182/28.)

Considered Estate Agent's No. 4763, dated 8th March 1928 :—

“ I have the honour to invite reference to the Improvements Committee's Resolution No. 270, dated 10th May 1927, in this matter wherein it was reported that the Trust agreed to lease in perpetuity Plot No. 404 shown by red boundary lines on the copy of plan\* No. 62 dated the 7th March 1928 forwarded herewith to the former owner of the land at a nominal rent of Re. 1 per annum, under which settlement the Trust gained 2,800 sq. yards of the claimant's land free of cost.

2. It was also agreed to allow the lessee right of access by foot and conveyance such as carts, carriages, motor cars, horse, etc. to the said plot No. 404 from the Trust's 40 ft. road on the North over a passage of 20 ft. width delineated on the plan abovementioned by red colour.

3. The draft lease is in the usual form and clause 5 thereof states that the lessee is to pay to the Board the share of the whole cost of construction, maintenance and repair of the drain or sewer in the service passage throughout its length. The said sewer through this passage will be entirely for the benefit of the lessee of plot No. 404, and her solicitors were therefore informed that the cost of laying the drain, which is estimated at Rs. 300, will be charged to their client.

4. A copy of their letter, dated the 29th ultimo in reply is forwarded herewith, in which Messrs. Craigie Blunt and Caroe state that their client objects to pay the cost of laying the sewer unless she is allowed the exclusive use of the service passage from the boundary of her plot to the Trust road, and to enclose the passage and put up a gateway on the main road.

5. As the Trust has agreed to grant this 20 ft. access of passage to the lessee, the Trust will be bound to maintain it as such, and in the opinion of the undersigned it will result in a saving to the Trust if this service passage is included in the lease, on condition that—

\*Not printed.

- (a) the lessee maintains the passage as well as the sewer underneath it at her own cost, and to the satisfaction of the Trust Engineer,
- (b) the land comprised in the passage is not to be used for any other purpose than as a passage and is not to be built on at any time, except by the necessary boundary walls, and
- (c) the lessee is to erect boundary walls on each side of the passage to the satisfaction of the Trust Engineer."

*Letter, dated 29th February 1928, from Messrs. Craigie Blunt and Caroe, referred to in para 4 above :-*

" You will recollect that when we saw you on the 2nd November last, the draft lease was finally settled in your presence with the exception of clause 5 under which as it at present stands our client is to pay to the Board the share in the whole cost of construction, maintenance and repair the drain or sewer in the service passage throughout its length, such share to bear the same proportion to the total cost as the area of the demised land shall bear to the area of the Board's plots abutting on the said service passage.

It was urged on behalf of our client that the drain in the service passage should be maintained at the expense of the Board as she has no proprietary right over the passage and that it was for the Board to provide drainage facilities for the premises leased.

You, however, stated that this was a formal clause usually inserted in the Board's leases and was generally not insisted upon.

You further stated that with a view to ascertain the exact position our client's engineer should submit a plan showing the position of the drains to be laid on the demised premises and that after you had before you such plan, you would consider the matter and finally decide what course should be adopted.

We understand that our client's engineer submitted plans accordingly.

We are instructed that recently, your office has called upon our client to pay to the Board Rs. 300 as the cost of laying a sewer through the service passage to connect the drains of the demised premises to the main sewers on the road.

As already submitted on behalf of our client, she is not bound to pay this and other expenses referred to in clause 5 of the draft lease. It is always implied when a plot is demised that the Board will provide drainage facilities to the boundary of the demised land. Further, there is no express agreement which entitles the Board to recover these expenses from our client.

It further appears from the letter of demand sent by your office that our client is called upon to bear the entire expense incurred in laying the sewer through the service passage. Assuming though not admitting, that our client is bound to share in the cost of the proposed sewer, the owners of the adjoining plots Nos. 406 and 407 will avail themselves of the facilities afforded by the sewer without sharing in any way in the cost thereof.

We understand that recently our client's agent had an interview with you when this matter was discussed and you desired him to place in writing the arguments our client wished to put forward before you made up your mind.

Our client says that the Board should bear the cost of construction, maintenance and repair of the proposed drain or sewer.

Our client maintains that under the terms of the proposed lease the Trust cannot claim from our client more than the share of the cost therein referred to and that as a general rule the Trust even waived this claim.

If the Board desire that our client should bear the cost of construction etc. of the proposed sewer, our client suggests as an alternative that she would be prepared to pay the cost on condition that she should be allowed the exclusive use of the service passage right from the boundary of the demised premises to the main road and our client should in that case be further entitled to enclose the passage and put up a gateway on the main road.

Please let us know at your earliest convenience which of the two courses the Board is prepared to accept so that we may thereafter finally settle the draft and send it to Messrs. Crawford Bayley & Co."

**Resolution 171.**—The proposal to allow the lessee the exclusive use of the passage is sanctioned subject to the conditions mentioned in para 5 of the Estate Agent's No. 4763, dated 8th March 1928.

13. Re: Sale of Marshall's Double Cylinder Portable Steam Engine No. 3800.

Considered Engineer's No. 2261, dated 8th March 1928:—

"I have an offer from Messrs. B. D. Bery & Company, 41 Apollo Street, Fort, Bombay, for the purchase of the above steam engine for Rs. 2,105/- on the usual 5% commission basis. The engine is lying at present at Rowli and arrangements will be made to deliver the same to the party in question at Sibn Goods Yard.

I recommend that the sale be sanctioned and the amount in question be accepted from the Company."

**Resolution 172.**—The offer is accepted.

14. Re: Report of Financial Transactions in February 1928.

Considered Chief Accountant's note dated 8th March 1928:—

Fixed deposits:—Sums aggregating Rs. 6½ lakhs from surplus cash balances were placed in deposit with the following banks:—(vide Circular Nos.

15	25	28
1-2-28	17-2-28	23-2-28

Bank of India—Rs. 3 lakhs at 5½% due 2nd July 1928.

National City Bank of New York—Rs. 1½ lakhs at 5½% due 30th June 1928.

Allahabad Bank—Rs. 1 lakh at 5½% due 30th June 1928.

Total Rs. 5½ lakhs.

**Resolution 173.**—Recorded.

15. Re: Establishment—Engineer's Department—Reduction of—proposals for.

(File No. Mis. 199/28.)

Considered Finance and Establishment Sub-Committee's Report No. 3, dated 10th March 1928:—

"In their report on the Budget Estimates, the Finance and Establishment Sub-Committee appointed for the consideration of the Budget stated that the proposals for the reduction of establishment will be considered by us after they have been submitted by the Chief Officer.

We have received the Chief Officer's proposals for the reduction of establishment in the Engineer's Department, a copy of which is attached hereto.

We have given the proposals our careful consideration and recommend that sanction be given to the proposal to abolish the posts, set out in para 2 of the Chief Officer's note and also to the proposals contained in paras 5 to 13 thereof, except the proposal regarding the grant of a personal allowance of Rs. 50 per month to Messrs. Marathe and Vakil each.

It is recommended that the retrenched employees should be granted leave in accordance with the orders of the Board contained in Trustees' Resolution No. 68, dated 20th February 1925.

The financial effect of the proposals would be a saving of Rs. 85,000 per annum."

Chief Officer's note, dated 8th March 1928, referred to above :—

Re: Establishment—Engineer's Department—Proposed Retrenchment.

"The Finance and Establishment Sub-Committee attached to their Report on the draft budget for 1928-29, a statement shewing the sanctioned strength of the Establishment for 1927-28 and of the proposed strength for 1928-29, for which provision has been made in the budget.

2. No provision having been made in the budget for the following posts it is proposed that they should be abolished.

(i) **Permanent Staff.**

- (a) Deputy Engineer.
- (b) One Senior Assistant Engineer.
- (c) Two Junior Assistant Engineers.
- (d) Four Overseers.
- (e) Two Draftsmen.
- (f) One Junior Clerk.

(ii) **Temporary Staff.**

- (a) One Motor Lorry Superintendent.
- (b) One Medical Officer.
- (c) One Storekeeper.
- (d) Five Clerks.
- (e) Five Lascars.

3. *Deputy Engineer.*—This post has been kept vacant since Mr. Walker's retirement.

4. *Senior Assistant Engineer.*—The post proposed to be abolished is now held by Mr. J. J. Engineer the question of whose retention in the service of the Trust is now under separate consideration.

5. *Junior Assistant Engineers.*—Messrs. Marathe and Vakil who are now acting in this grade on the maximum pay of the grade will revert to their substantive appointments, *viz.* Sub-Engineers, but it is proposed to give them a personal allowance of Rs. 50 per month to bring them up to their present pay.

6. *Sub-Engineers.*—The number of posts in the grade of Sub-Engineers provided for in the budget is six of which five are filled. As Messrs. Marathe and Vakil are to revert to this grade it is proposed to retrench Mr. Kanga who is the junior in the grade. As the post held by Mr. Murphy was abolished in error when he retired, it will be necessary to meet audit requirements to formally recreate the post and further to create a post for five months during which period Mr. Kanga will be on leave.

7. *Overseers*.—The number of posts to be abolished is four but as one is vacant only three men will have to be retrenched, *viz.*—

Mr. D. I. Taylor.  
 „ S. R. Mujumdar.  
 „ R. H. Wadia.

Mr. Taylor is the lowest paid man in the grade. Mr. Mujumdar is the next lowest paid and Mr. Wadia third. There is one overseer on the temporary staff whom it is proposed to retain on the grounds of efficiency.

8. *Draftsmen*.—The present staff is as follows:—

NAME.	DATE OF APPOINTMENT.	PAY.
		Rs.
Mr. E. T. D'Souza	... 1-7-1901	... 250.
„ G. A. Parkar	... 3-1-1918	... 200.
„ Y. P. Mate	... 14-6-1918	... 200.
„ S. G. Gogavekar	... 1-8-1919	... 250.
„ B. G. Oaka	... 10-10-1922	... 190.

The Engineer states that Mr. Gogavekar is an excellent draftsman and very good at reinforced concrete work but as it does not appear probable that there will be any such work in the near future he proposes to retrench him and to keep Mr. Parkar, who is an all round man, and is senior in point of service although junior in point of pay.

In the ordinary course, Mr. B. G. Oaka would have been retrenched but he is the only man on the staff who is capable of doing artistic work and as it is necessary to have some one who can put up freehand sketches and cartoons, the Engineer desires to retain him and to let Mr. Mate go. Mr. Mate will complete ten years' service on June 14th and if he is retrenched as from that date he will obtain all the leave earned by him.

9. *Junior Clerk*.—One post to be abolished. The Clerk (Mr. Navalkar) who fills this post is already on leave preparatory to retirement.

10. *Motor Lorry Superintendent*.—This post is held by Mr. Watson who will be retrenched.

11. *Medical Officer*.—There is only one post, now held by Dr. Mudliar who will be retrenched.

12. *Storekeeper*.—There is only one post of this grade and Mr. Brown the holder will therefore be retrenched.

13. *Clerks*—(a) *Typists*.—The one post to be abolished is now held by Mr. Almeida who has retired from Board's service.

(b) *Store Clerks*.—Two to be abolished. These are Messrs. M. J. Ahmed and M. A. J. Pilley both of whom are junior to the others in point of pay.

(c) *Accounts Clerk*.—The post to be abolished is held by Mr. Joshi who was granted leave prior to termination of his appointment.

(d) *Correspondence Clerk*.—One post to be abolished. The lowest grade man Mr. Naidu will be retrenched "

In connection with this item, the following letter, dated 13th March 1928, from Mr. Gogavekar was read by the Secretary :—

"I beg to submit the following for your immediate and kind consideration as my case is going to be finally decided at to-day's Meeting of the Committee.

I have been working as Draftsman under the Engineer since 1919 and in the course of 8½ years my services have been appreciated by all my superiors so much so that within this period of services I had the good luck to obtain 4 advance increments. But in the Finance and Establishment Committee Meeting of the 11th it has been decided that my services should be dispensed with on the ground that I will have no work to do, it being assumed that I am only a reinforced concrete specialist. But I humbly beg to state that for the last two years I have been doing general Drawing works which include all sorts of work that arises in connection with the execution of the construction work, this too I have been discharging to the entire satisfaction of Trust Engineer, as can be seen from the attached copies of eight certificates granted to me from time to time. So far as qualifications and efficiency is concerned I can assure your goodselves that in discharging my duties I have always displayed my abilities which never proved inferior to any of the existing staff.

As per Resolution No. 37 of 1927 of the City Improvement Trust it was decided that retrenchment should be based on Seniority. So far as Engineer's Department is concerned seniority in the present retrenchment has been observed according to pay. That is juniors in pay have been retrenched whereas those senior in pay have been retained. According to this principle I am senior to three of the Draftsmen out of which two are to be retained as can be seen from the details in the agenda. So from the point of qualifications and seniority, I stand second among the five existing Draftsmen.

In case Board's Resolution No. 37 of 1927 is not binding on the Improvements Committee, I beg most humbly to submit that there cannot be two principles adopted in the same retrenchment.

The presumption that the Trust will have no reinforced concrete work and so my services will not be required, does not stand as I have already stated that for the last two years I have been doing general work. But this general work will exist as long as the Engineering works go on, so there cannot be any cessation of the work I have been doing. So I most earnestly beg to request the favour of your kindly considering my case in the light of abovesaid facts."

**Resolution 174.**—The report of the Finance and Establishment Subcommittee is approved and adopted except the proposal for the retrenchment of Mr. Gogavekar, the consideration of which is postponed.

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16. Re : Statements showing outstanding reports from the Chief Officer called for by the Improvements Committee and References pending before Sub-Committees.

### Statement A

Showing the Resolutions passed by the Committee asking for reports from the Chief Officer.  
(Vide Committee's Resolution No. 197, dated 5th April 1927.)

Committee's Resolution No. and date.	Subject.
217, dated 28th Sept. 1926.	<p>Notice of motion, by Mr. Hoosenally M. Rahimtoola, B.A. :—</p> <p>That the attention of the Chief Officer be invited to the advertisement, dated the 10th September 1926, appearing in the local newspapers inviting applications for the post of the Trust Engineer and he be requested to report at an early date:—</p> <ol style="list-style-type: none"> <li>(1) What are the reasons for the delay of 4 months in issuing the advertisement when the Board's Resolution on the subject was passed on the 17th May 1926.</li> <li>(2) Why the terms have not been placed before the Committee for their approval.</li> <li>(3) Whether he and the Municipal Commissioner have come to any arrangement for the reorganization of the Municipal and Trust Engineering Departments as required by Corporation Resolution No. 1813, dated 12th May 1926.</li> <li>(4) Whether in view of the curtailment of the activities of the Trust such a highly salaried post is necessary, especially as the post of the Municipal Executive Engineer carries a salary of Rs. 1,200—2,000 only, and</li> <li>(5) Whether it would not be advisable to abolish the post or to reduce the salary thereof.</li> </ol>
296, dated 7th Dec. 1926.	<p>Gratuity to staff—to furnish concrete cases comparing the benefits which would accrue to the staff under Trust rules and the Municipal rules respectively.</p>
415, dated 13th July 1927.	<p>Establishment—Notice of motion by Mr. Hoosenally M. Rahimtoola—</p> <p>That the Chief Officer be requested to prepare a list showing the names of officers and servants of the Trust on the lines of the Bombay Municipal list.</p>
451, dated 2nd August 1927.	<p>Three-room tenements—Scheme 5—application from tenants for provision of lights in staircases, passages and rooms.</p>
564, dated 27th Sept. 1927.	<p>Notice of motion by Mr. L. R. Tairsee asking for report, re : action to be taken with regard to write-off of irrecoverable arrears of revenue and pending disposal of this question, the grant of gratuity to Land Manager be postponed.</p>

Committee's Resolution No. and date.	Subject.
603, dated 18th Oct. 1927.	Notice of motion by Dr. A. G. Viegas, <i>re</i> : Scheme 56, Dharavi— whether any portion of the land was filled in at the request of Government and, if so, on what terms and conditions.
653, dated 22nd Nov. 1927.	Complaint regarding water-supply to 3rd floor of Block I, Scheme 62, Love Lane Chawls.
667, dated 6th Dec. 1927.	Draft amendment of the Rules <i>re</i> : Gratuity under section 110 (2) of the Act to be framed and submitted to the Board for approval.
688    "        "	Notice of motion by Dr. Accacio G. Viegas. L.M. & S., <i>re</i> : strength of staff on the Secretary's & Chief Accountant's sides of the Secretary and Chief Accountant's Department.

**Statement B.**

Showing outstanding references pending before Sub-Committees.

( Vide Committee's Resolution No. 197, dated 5th April 1927. )

Committee's Resolution No. and date.	Subject.	Referred to.
89, dated 13th July 1926.	Adoption of the Municipal rules and regulations as regards pay, leave, gratuity and provident fund to the Improvement Trust staff.	Finance and Establishment Sub-Committee.
259, dated 2nd Nov. 1926.	Amalgamation of the Trust with Corporation.	Do.
86, dated 8th Feb. 1927.	Regarding payment of salary to the clerical and inferior staff according to the scale in vogue in the Municipal Corporation.	Do.
173, dated 29th Mar. 1927.	Stores in Stock Account—Regularising of short postings made by the Engineering staff on the works.	Do.
216, dated 12th April 1927.	Cost of Management and Establishment—Note by the Examiner, Outside Audit.	Do.
234, dated 19th April 1927.	<p>Notices of motion by Dr. Viegas:—</p> <p>That the Board are of opinion that the following points should be borne in mind in effecting retrenchment:—</p> <p>(1) That the Engineer's Office should be transferred from Matunga to the Head Office.</p>	Do.
236, dated " " "	(2) That the Drawing Sections under the Engineer and the Amalgamated Departments of Land Manager and Estate Agent should be amalgamated.	Do.
252, dated 4th May 1927.	Establishment—Bringing the post of Chief Officer on to the Schedule of Establishment.	Do.
259, dated " " "	Provident Fund Rules—Notice of motion by Mr. Hoosenally M. Rahimtoola regarding the rate at which Provident Fund moneys should be remitted to England.	Do.
295, dated 17th May "	Establishment—Engineer's Department—Proposal for reducing the staff due to curtailment of Trust programme of works.	Do.
379, dated 31st May 1927.	Notice of motion, dated 14th June 1927, by Mr. L. R. Tairsee that the present "War Allowances"—a term now a misnomer—paid to Trust staff be merged in the salaries.	Do.
402, dated 7th July 1927.	Write off of irrecoverable rents—Audit objection by Examiner, Outside Audit.	Do.
480, dated 23rd Aug. 1927.	Audit to be carried out by the Government Auditors—extent of.	Do.

Committee's Resolution No. and date.	Subject.	Referred to.
498, dated 30th Aug. 1927.	Financial Transactions in July 1927 ...	Finance and Establishment Sub-Committee.
517, dated 6th Sept. 1927.	Notice of motion, dated 1st September 1927, by Dr. A. G. Viegas, L.M. & S., <i>re</i> : filling of the post of Deputy Estate Agent.	Do.
571, dated 4th Oct. 1927.	Letter No. O. A. 10-337, dated 12th September 1927, from the Accountant General, Bombay, <i>re</i> : write off of rents and Chief Officer's report thereon, dated 28th September 1927.	Do.
572, " "	Letter No. O. A. 10-347, dated 19th September 1927, from the Accountant General, Bombay, <i>re</i> : Gratuity Rules and Chief Officer's note thereon, dated 26th September 1927.	Do.
601, dated 18th Oct. 1927.	Letter No. O. A. 10-401, dated 14th October 1927, from the Examiner, Outside Audit, regarding rate of interest on balances of Provident Fund. To go to Finance and Establishment Sub-Committee after Chief Officer's report thereon.	Do.
628, dated 8th Nov. 1927.	Letter No. O. A. 10-431, dated 2nd November 1927, from the Examiner, Outside Audit <i>re</i> . Temporary Establishment.	Do.
653, dated 22nd Nov. 1927.	Payment of Provident Fund to Mr. M. S. Bharucha, Land Manager and Mr. H. P. Matbar, Assistant Land Manager.	Do.
659, " "	Transfer of the posts of Chargeman and Head Fitter on the Engineer's Establishment to the Schedule.	Do.
6, dated 10th Jan. 1928.	Re : Establishment,—Estates and Valuation Dept.—Transfer of Mr. J. J. Engineer to the Estate Agent's Dept. etc.—Chief Officer's note, dated 16th December 1927.	Do.
49, " "	Notice of motion, dated 16th December 1927, by Dr. A. G. Viegas L.M & S. requesting the F. & E. Sub-Committee to expedite their report <i>re</i> : transfer of the Engineering Office from Matunga to the Head Office.	Do.
59, " 17th "	Letter No. 10-541, dated 9th January 1928, from the Accountant General, <i>re</i> : Salary of the Trust Architect, Mr. M. Framji.	Do.
62, " " "	Chief Officer's Report, dated 13th January 1928, on the notice of motion by Dr. A. G. Viegas, L.M. & S., <i>re</i> : cost of Management and Establishment.	Do.
159, dated 28th Feb. 1928.	Notice of motion by Dr. A. G. Viegas, L.M. & S. requesting the Finance & Establishment Sub Committee to expedite report <i>re</i> : transfer of the Engineering Office from Matunga to the Head Office.	Do.

Committee's Resolution No. and date.	Subject.	Referred to.
153, dated 19th Aug. 1926.	Notice of motion by Mr. B. B. Palwanker regarding the construction of two or three room tenements or cottage system blocks for the use of lower-middle classes.	Works Sub-Committee.
326, dated 31st May 1927.	Sewri Quarry—Profit and Loss account on the working of the quarry for the year 1925-26.	Do.
399, dated 7th July 1927.	Septic tanks and filter beds at Dadar-Matunga—further report.	Do.
151, dated 19th Aug. 1926.	Notice of motion by Mr. Rajaram K. Vaidya regarding the abandonment of the Worli-Koliwada Scheme.	Land Sub-Committee.
156, dated „ „ „	Notice of motion by Dr. E. Moses M.D. regarding improvement of Kamatipura District.	Do.
258, dated 4th May 1927.	Worli Koliwada Scheme—Letter from Pedro Pawshaw Patil and other Patils of Worli-Koliwada complaining against the provision made in the Trust budget estimate for 1927-28 for the acquisition of properties in.	Do.
391, dated 5th July 1927.	Love Lane Chawls—the question of lighting passages and other places in.	Do.
484, dated 23rd Aug. 1927.	Board's Resolution No. 75, dated 12th August 1927, <i>re</i> : notice of motion, dated 12th May 1927, by Messrs. P. G. Sahasrabudhe and 5 others, <i>re</i> : Hindu Maruti temple at Byculla.	Do.
485, „ „	Do. No. 76, dated 12th August 1927, <i>re</i> : temple of 'Mari Ai'.	Do.
575, dated 4th Oct. 1927.	Suparibaug Chawls—complaint by Mr. A. G. Louzado, <i>re</i> : defective drainage and application for provision of electric lights—further report from Land Sub-Committee to be awaited.	Do.
609, dated 8th Nov. 1927.	Scheme 37, Sydenham Road Estate—Cases Nos. 165, 180, 185, 186—arrears of rent.	Do.
23, dated 10th Jan. 1928.	Mandvi Koliwada Chawls—representation <i>re</i> : reduction of rent.	Do.
93, „ 31st „	Representation for reduction of rents by the tenants of the Chandanwadi Chawls.	Do.
95, „ „ „	Request for reduction of rents by the tenants of Agripada Chawls.	Do.
113, dated 15th Feb. 1928.	Sewri Wadala—Case No. 45—retention of liquor shop.	Do.

Committee's Resolution No. and date.	Subject.	Referred to.
115, dated 15th Feb. 1928.	Notice of motion by Mr. P. G. Sahasrabudhe approved under Board's Resolution No. 14 dated 7th February 1923, <i>re</i> : retention of Marati Temple—Land Sub-Committee to expedite report called for under Committee's Resolution 484 dated 23rd August 1927.	Land Sub-Committee.
116, " " "	Dr. Choksy's notice of motion <i>re</i> : rents of pre-war Chawls.	Do.
138, dated 28th Feb. 1928.	Sandhurst Road East Estate—plot 108—proposed market on.	Do.
140, " " "	Request for reduction of rents by tenants of Mahar Chawls at Clerk Road.	Do.
105, dated 20th July 1926.	} Notices of motion by Messrs. Dumasia, Meyer Nissim and Hoosenally M. Rahimtoola, regarding Dharavi Scheme.	Special Sub-Committee.
155, dated 19th Aug. 1926.		
158, dated " " "		
257, dated 4th May 1927.	Dharavi Scheme—Letter from the President of the Dharavi Kohls' meeting complaining against the budget provision in 1927-28 for the acquisition of properties in.	Special Sub-Committee appointed under Committee's Resolution No. 105, dated 20th July 1926.
638, dated 22nd Nov. 1927.	Exchange of land with the Acworth Leper Asylum—question of settlement of price.	Do.
265, dated 2nd Nov. 1926.	Notice of motion by Dr. S. S. Batliwala that, in view of the petition from the residents of Dadar Parsee Colony, the layout of the circle at the junction of Kingsway and the road leading to the Dadar Overbridge should not be proceeded with.	Special Sub-Committee.
114, dated 15th Feb. 1928.	Complaint regarding putting up of urinal, washing places, coffee house etc. in close proximity to plot 807, Dadar-Matunga.	Do.

Resolution 175.—Recorded.

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17. Re : Notice of motion, dated 28th February 1928, by Mr. L. R. Tairsee, re: Officers in Secretary and Chief Accountant's Department.

"At the next Meeting of the Improvements Committee I shall move :—

"That the Chief Officer be requested to state (the answers being entered in the minutes) or to report under what *circumstances* and *when* the posts of Deputy Secretary and Assistant Accountant were created, what duties were attached to these posts, what amount was then proposed to spend on the operations of the Trust, what amount has been spent on them from year to year since then and what amount is proposed to spend on them in 1928-29, and up to what year the Secretary alone discharged the duties of Secretary and Accountant or Chief Accountant and on what salary and what amount on the Secretary's Office was spent from year to year and is being spent on it now.' "

The notice of motion dropped, as it was not moved by Mr. Tairsee.

18. Re : Notice of motion, dated 28th February 1928, by Mr. L. R. Tairsee, re : work to be done by Officers in Engineering Department during 1928-29.

"At the next Meeting of the Improvements Committee I shall move :—

"That the Chief Officer be requested to report what work each of the following Officers *viz* :—(1) The Engineer or his acting incumbents, (2) The Architect, (3) Two Senior Assistant Engineers, (4) Two Junior Assistant Engineers, (5) Six Sub-Engineers is expected to do in the first six months, *viz.*, from 1st April to 30th September and in the last six months *viz.*, from 1st October 1928 to 31st March 1929 of the year 1928-29, is expected to do, the probable amount of money to be spent on each item of work or at least all work to be done by each one of them, and any administrative work, if so what work, each one of them may have to do.' "

The notice of motion dropped, as it was not moved by Mr. Tairsee.

19. The following documents were executed :—

(1) *Debentures*—

Name of holder.	Year of Loan.	Amount Rs.	New.	Old cancelled.
Mr. F. G. P. Mascarenhas and another	1902	1,000	1	1
	1904	1,000	1	1
	1912	500	1	1
Mr. F. J. Guzdar	1903	5,000	1	1
	1904	6,000	2	2
	1913	5,000	1	1
Ruttonbai Nusserwanjee Mistry and another	1904	500	1	1
Mr. Rustomji Nanabhoy Boyce	1903	1,000	1	1
	1904	3,000	4	4
	1912	1,000	1	1
Mr. Ardeshir Sorabji Dalal	1912	4,000	4	8
Mr. Pratap Sitaram Pandit and another	1912	5,000	1	1
Shirinbai Merwanjee and others	1912	54,000	54	54
Mr. B. K. Wadia and another	1912	1,000	2	2
		88,000	75	79

(2) *Lease and Counterpart to Sir Vasantao Anandrao Dabholkar, Kt. :-*

(i) *Re: Plot No. 17, Chaupati West Estate.*

(ii) *Re: „ „ 18, „ „ „*

(3) *License and Duplicate to Mr. Nanji Ladha, re: permission to use as dispensary part of the ground floor of plot No. 359, Dadar-Matunga Estate.*

(4) *Agreement and Duplicate with the Municipal Commissioner for the City of Bombay, re: laying of Tansa Water Mains at the Flats.*

(5) *Agreement with :-*

(i) *Mr. Dada Currim for building lease of plot No. 51, Sydenham Road Estate.*

(ii) *Mr. Kashiram Herkisondas Jariwalla for building lease of plot No. 342, Dadar-Matunga Estate.*

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20. The following papers were laid on the Table :-

- |    |  |   |     |     |
|----|--|---|-----|-----|
| 1. | Purchase Orders  | sanctioned by Chief Officer under Section 22(1) of the Act. |     |     |
| 2. | Works Orders   | do.   | do. | do. |
| 3. | Sale of materials  | do.   | do. | do. |
| 4. | Tenancy agreements entered into by                             |   | do. | do. |
| 5. | Charge receipts of roads etc. handed over to the Municipality. |   |     |     |
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# Bombay Improvement Trust.

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ESPLANADE ROAD,

Bombay, 20th March 1928.

At an ordinary meeting of the Improvements Committee held in the offices of the Trust, this day at 3-30 P.M. (B.T.), there were—

PRESENT :

1. SIR VASANTRAO ANANDRAO DABHOLKAR, KT., C.B.E., *Chairman.*
  2. DR. ACCACIO G. VIEGAS, L.M. & S.
  3. MR. L. R. TAIRSEE.
  4. MR. MIRZA ALI MOHAMMED KHAN, M.A., LL.B.
  5. MR. S. L. SILAM, B.A., LL.B.
  6. MR. HOSENALLY M. RAHIMTOOLA, B.A.
  7. MR. F. C. M. ST. PAUL.
  8. MR. S. D. SAKLATWALA.
  9. MR. W. R. S. SHARPE.
  10. MR. G. A. THOMAS, C.I.E., I.C.S.
  11. MR. GANPAT KRISHNAJI BORADE.
  12. MR. S. K. BOLE.
- AND MR. H. B. CLAYTON, C.I.E., I.C.S., MUNICIPAL COMMISSIONER.
- MR. R. H. A. DELVES, F.S.I., CHIEF OFFICER, AND THE SECRETARY WERE ALSO PRESENT.
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The minutes of the meeting held on 13th March 1928 were signed.

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1. The following letter from the Trust Architect, No. 2602, dated 17th March 1928, was considered as urgent business:—

“ *Re* : Excess over the Work Order No. 2/88 of 26th July 1926, for monsoon repairs.  
(File No. Mis. 213/28.)

I have to state that the work on monsoon repairs to a part of Trust acquired properties, Permanent Chawls and S. P. Sheds in Parel and Agripada Sections was entrusted to Mr. Daya Lakha, contractor under the above work order.

The total cost of the work done comes to Rs. 5,798-14-5 which exceeds the work order amount of Rs. 4,700 by Rs. 1,098-14-5. The excess is due to the following reasons:—

1. The terraces of the Kalapani and Mahar Chawls leaked heavily and the same had to be freely dammed, thus the cost of damming exceeded by Rs. 220 over that of the previous year.

2. The C. I. Sheets of the roofs of the S. P. Sheds in Scheme 32 were badly corroded and the roofs were heavily leaking. The leakages had to be stopped by applying dammer over the sheets which caused an increase of Rs. 95 over the last year's amount.

3. While turning the country tiled roofs of the houses in Cases Nos. 31, 33, 36, 40, 58A, 58H, 58 I, 67 and 71, a great number of bamboo battens were found to be rotten and had to be renewed at a cost of about Rs. 148, so also a number of the single tiled roofs of some of the above houses had to be doubled at a cost of Rs. 104 to stop leakages.

4. The total cost of monsoon repairs to the acquired properties in Scheme 47 in the year 1925-26 was Rs. 877 and it was anticipated that this amount would be reduced to Rs. 500 as a number of acquired properties were expected to be demolished. But owing to less demolition than anticipated, the cost of repairs during the year 1926-27 came to Rs. 726.

5. The buildings in Case No. 264 Scheme 5 and Case No. 244 Scheme 57 which originally formed part of the work of the late Mr. Abdul Karim, contractor, were leaking heavily. As the leakages could not be effectively stopped by his men in spite of several warnings to him, the repairs of these two cases were entrusted to Mr. Daya Lakha who managed to stop the leakages and the cost of this work came to Rs. 137. This amount was not included in the work order of Rs. 4,700 under reference.

Sanction of the Improvements Committee for the excess of Rs. 1,098-14-5 over the work order amount may please be obtained."

**Resolution 176.**—Sanction is accorded to the expenditure of Rs. 1,098-14-5 incurred in excess of the sanctioned amount of the work order.

2. The following letter from the Trust Architect, No. 2641, dated 19th March 1928, was also considered as urgent business:—

"Re: Work Order No. 12, Book No. 88 of 24th March 1927, in favour of Mr. Haji Dada Suleman, for limewashing Board's chawls and acquired properties in Pydhoni division.

(File No. Mis. 212/28.)

With reference to the above work order, I have the honour to state that the period of the same expired on 15th March 1927, but the work was actually completed on 31st March 1927. This small delay of sixteen days was due to some of the rooms not being available for work for a considerable period during day-time and the limewashing of these could be done only whenever they were found open.

In Chandanwadi Chawls, some rooms were not found properly limewashed and it is proposed to pay the contractor for those rooms where the work is not upto the standard at the rate of annas 2 per % sft. treating the rooms as having been limewashed with one coat only. The rate is reasonable and sanction of the Improvements Committee may please be obtained to it as also to the extension of the period of the work order."

Proposed by the Chairman:—

"That the sanction asked for be granted."

*Amendment*—Proposed by Dr. Viegas, seconded by Mr. Silam—

"That those rooms which were not properly limewashed should not be paid for."

The *amendment* on being put to the vote was declared *lost*.

The *original proposition* was then put to the vote and declared *carried*.

**Resolution 177.**—The sanction asked for is granted.

3. Re : Supply of 340 maunds of Country Blasting Powder No. 2 during the year 1928-29.

(File No. Mis. 121/28.)

Considered Engineer's No. 2305, dated 9th March 1928 :—

“ With reference to the correspondence ending with your letter No. Misc. 121/28,

No.	Name of Tenderers.	Rate per Maund.	Total amount.	dated 24th February 1928, I have the honour to inform you that the rates quoted by the 4 tenderers are as
1	Mr. Kamruddin Tayebji...	Rs. 5 8 0	Rs 1,870 0 0	
2	“ Jehangir Shapurji ...	5 15 0	2,018 12 0	
3	“ Karimbhoy Mulla Tyeballi ...	3 12 0	1,275 0 0	
4	“ Tabaralli Essufalli Darowalla ...	3 12 0	1,275 0 0	

shown in the margin.

Nos. 3 and 4 both have quoted the same and the lowest rate, *viz.*, Rs. 3-12 per maund of 28 lbs. Since the rate quoted by both is the same, they were asked if they would be agreeable to have the supply equally distributed between them. No. 4 is not agreeable to this and he wanted to have the whole tender or nothing.

No. 3 is agreeable to have either half or full supply and he has, apart from the current year, been the supplier in the past for this quality of Country Blasting Powder.

I have, therefore, to request the favour of your sanction to the acceptance of the rate tendered by No. 3, Mr. Karimbhoy Mulla Tyeballi for the next year's supply.

The tenders in original as also the subsequent replies received from Nos. 3 and 4 in original with translations accompany\*.

Current year's approved contractor is Mr. Jehangir Shapurji and his approved rates for No. 1 quality is Rs. 7-4-0 per Maund and No. 2 quality is Rs. 6-12-0 per Maund.”

**Resolution 178.**—The tender by Mr. Karimbhoy Mulla Tyeballi is accepted.

4. Re : Supply of 117.6 tons of liquid fuel (crude oil) during 1928-29.

(File No. Mis. 109/28.)

Considered Engineer's No. 2304, dated 9th March 1928 :—

“ With reference to the correspondence ending with your No. Mis. 109/28, dated 4th February 1928, I have the honour to inform you that since the rate quoted by both the Companies, *viz.*, the Asiatic Petroleum Co. (India), Ltd., and the Anglo-Persian Oil Co., Ltd., for delivery of the oil at site of Trust works is the same, *viz.*, Rs. 58 per ton of 2240 lbs., and in as much as both the quotations are signed by one and the same gentleman, enquiries were made on phone of the Asiatic Petroleum Co., if they wished to have the tender in favour of any one firm or divided between them both when they replied stating that they would prefer us to accept the tender submitted by Messrs. The Anglo-Persian Oil Co. (India), Ltd., and confirmed the same in writing under their letter No. 1194 of 1st March 1928.

I have, therefore, to request the favour of your obtaining Improvements Committee's sanction to the approval of the tender of Messrs. Anglo-Persian Oil Co. (India), Ltd., at Rs. 58 per ton of 2240 lbs., for the year 1928-29.

The tenders in original\* as also letter\* No. 1194, dated 1st March 1928, from the Asiatic Petroleum Co. (India), Ltd., above referred to accompany for reference and return please.

The approved contractors for the current year are Messrs. The Asiatic Petroleum Co. (India), Ltd., and the rate is Rs. 55 per ton.”

**Resolution 179.**—The tender by Messrs. Anglo-Persian Oil Co. (India) Ltd., is accepted.

5. Re : Supply of 350 tons of coal during 1928-29.

Considered Engineer's No. 2370, dated 12th March 1928 :—

"With reference to the correspondence ending with your letter of the 2nd instant, I have the honour to forward herewith a comparative statement of rates of the five tenderers received, from which it will be seen that the rate quoted by Nos. 1 and 5 is the same, namely, Rs. 17 per ton. No. 5, Messrs. Kalyanji Manji & Co., quote for 4 different kinds of coal whereas No. 1, Messrs. Shiavax C. Cambata & Co., Ltd., quote for the kind of coal required and this Department had dealings with them before when their supply was found satisfactory.

I have, therefore, to request the favour of your obtaining the sanction of the Improvements Committee to the acceptance of the tender of Messrs. Shiavax C. Cambata & Co., Ltd., and to enter into a contract with them.

The approved contractors for the current year's supply are Messrs. Nusservanji Rustamji Nazir & Sons and the rate is Rs. 17-7 per ton.

Five tenders\* in original accompany."

*Specification and conditions of Tender for the supply of Coal :—*

"Tenders are invited for the supply of 350 tons of Bengal Steam Coal, Good, 2nd Class, for the period from 1st April 1928 to 31st March 1929 to be delivered at this Board's Works situated within the Island of Bombay, and according to the requisitions that may be placed from time to time.

2. The quantity abovementioned is only approximate and subject to 20% increase or decrease at the option of the Engineer to the Board, and the maximum rate of supply during any month will not be more than 50 tons except in April during which about 90 tons will be required.

3. The coal to be supplied must be Good, 2nd class, Genuine Bengal Steam Coal, free from shale and other foreign matter and it should give a calorific value of not less than 6,500 (by Mehler Bomb) which will be determined by the analysis of the Improvement Trust experts after delivery of each consignment and the results of tests as given by the Trust experts shall be binding on all the parties.

In case of the calorific value being less than 6,500, the price to be paid to the contractor for such coal will be reduced in direct proportion to the percentage of the fall in calories, i.e. one per cent. fall in the calorific value will be met by a corresponding reduction of one per cent. in the price to be paid. If, however, the calorific value is found to be below 6,000 calories the coal will be rejected.

4. No more than 10% of coal dust consisting of coal under 1" gauge will be accepted against any individual order.

5. The percentage of ash on burning shall not be more than 15% as ascertained by test of the Trust experts.

6. All expenses incurred by the Trust in connection with the analysis of a sample or samples which are rejected as mentioned herein, will have to be paid by the contractor which will not be more than Rs. 50 per each sample.

7. The supplier must make all arrangements at his own expense to weigh the coal before delivery in the presence of a responsible Trust representative, and on the sites of the Trust works as may be required from time to time.

8. Each tenderer before submitting the tender should lodge a deposit of Rs. 300 in cash at the office of the Chief Accountant of this Board at the Improvement Trust Head Office at Esplanade Road, Fort, and produce a receipt for the same at the time of handing over the tender, without which no tender will be received. Reference to any deposit previously paid will not be accepted.

9. A deduction of 10% will be made from every bill of the contractor, and the amount so deducted shall be retained by the Board as further security from the contractor

\* Not printed.

for due performance of the contract until the last supply is made.

10. The deposit of Rs. 300 referred to in condition No. 8, and the 10% deductions from the bills above referred to will be held by the Trust as a security for the faithful performance by the contractor of all the conditions of this contract and will be liable to be forfeited to the Improvement Trust Board if the contractor fails, in the opinion of the Engineer to the Board, to comply with any of the conditions mentioned herein.

11. If after delivery on works the coal is found on analysis by the Trust expert to be inferior in respect of any of the points abovementioned, it will be rejected by the Engineer to the Board and it shall be removed by the contractor from the works within seven days and forthwith replaced by coal of the quality required and to the entire satisfaction of the Engineer. If after the coal has once been found to be defective on analysis by the Trust expert, any subsequent supply to any of the Trust Works is found to be inferior or if on being required by the Engineer the contractor fails to remove the rejected coal or replace the same by coal of the required quality as provided hereinbefore, then, in any of these cases, the Engineer will be at liberty to purchase coal from elsewhere at the contractor's risk and cost and any expense that may thereby be caused to the Trust shall be recovered by the Engineer from the contractor's deposit or 10 % deductions from his bills or from any of the contractor's money or moneys which may be or become due to the contractor under this or any other contract or may be recovered by the Board from the contractor in any other manner they may decide.

12. The quotation should be inclusive of Free Delivery at site of Trust Work within the limits of the Island of Bombay.

13. The Board do not bind themselves to accept the lowest or any tender.

14. All tenders must hold good until the orders of the Board are passed thereon and communicated to the successful tenderer.

15. The contractor, whose tender is accepted by the Board, will have to enter into written agreement with the Board in connection with this contract, embodying these conditions, and the expenses of stamping and executing the contract shall be paid by him.

16. If the contractor refuses or fails to complete the agreement, the deposit of Rs. 300 lodged by him prior to the submission of the tender, will be entirely forfeited to the Improvement Trust Board.

17. No interest shall be payable by the Board on any deposit or any interest money or any other money belonging to the contractor, which may be or remain in cash in the hands of the Board.

18. On the completion of the contract to the satisfaction of the Engineer, the deposit abovementioned or any part thereof which may remain after deducting the expenses incurred by the Board will be returned to the contractor.

19. In case of the tenderers whose tenders are not accepted, the deposit of Rs. 300 will be returned on returning the receipt issued for the same.

20. The tender should be submitted in a sealed cover superscribed "Tender for the supply of Coal" and addressed to the Chief Officer, Bombay Improvement Trust, Esplanade Road, Fort, Bombay, so as to reach that Officer before 3 P. M. (B. T.) Thursday the 1st of March 1928.

21. The tender should be handed over to the Chief Accountant, Bombay Improvement Trust, at the Fort Office.

22. The tenders will be opened by the Chief Officer at 12 Noon (S. T.) on Friday the 2nd of March 1928, when you may be present if you choose."

8. Re : Scheme 43, Parel Road (Central)—Work Order No. 15/88 for Rs. 3,647-11-0—  
extension of period and excess over sanctioned amount—sanction for.

(File No. Mis 38/27.)

Considered Engineer's No. 2397, dated 13th March 1928 :—

"I have to state that the period of the above work order expired on 31st May 1927 but the work was entirely completed on 20th June 1927. The delay in the execution of the work was due to Municipality's refusal to grant the water connection unless certain extra work as per their regulations was carried out. This resulted in the sanctioned amount of the work order being exceeded by Rs. 355-9-9 or say Rs. 360 in round figures. I have, under the circumstances to request the favour of your obtaining Improvements Committee's sanction to the extension of the period as well as the increase in the amount."

**Resolution 183.**—The sanction asked for is granted.

9. Re : Nowroji Hill Estate—approach to Sandhurst Road Station—Acquisition  
of land for.

(File No. Mis 530/23.)

Considered the following :—

- (a) Estate Agent's No. 2195, dated 2nd February 1928 :—

"I have the honour to state that the former Trustees under their Resolution No. 247, dated the 25th April 1924, agreed to transfer the land shown on the accompanying plan\* free of charge, for the construction of a ramp, giving access to the Sandhurst Road Station on the following terms and conditions :—

- (a) the land to be used for the construction of the proposed ramp only ;
- (b) the ramp to be constructed in the manner shown in blue lines on the Railway Company's drawing\* No. 40787, bracing being omitted to permit of pedestrians passing easily from one block of chawls to the other ;
- (c) should any drains have to be diverted the cost thereof shall be borne by the Railway Company ;
- (d) should at any time the land cease to be used as an approach to the station now under construction it shall be handed back to the Board clear of all structures and level with the surrounding land, and
- (e) the Board's Solicitors' costs of and incidental to the preparation, approval, registration and stamping of the necessary documents to be paid by the Company.

2. The area of the land is 435 sq. yards and possession of the same was given to the Railway Company on 8th August 1924.

3. The Trust Solicitors were instructed to prepare the necessary license and in sending the draft license they advised that a nominal annual rent of Re. 1 should be recovered so that it may not be said that the Trust have abandoned their rights over the land.

4. When the draft license was sent to the Railway Company for approval, they stated that the land should be conveyed to them and in support of their contention quoted the Chairman's letter No. Mis. 530/23, dated the 10th April 1924 to the Agent, G. I. P. Railway Company. Later on, the Company changed their views and said that they proposed to acquire the land under the provision of the Railway Act and in reply they were informed that the Trust would claim the full market value of the land before the Land Acquisition Officer. The Land Acquisition Officer was also informed on enquiry that the Trust would claim Rs. 100 per square yard.

5. From the notice served by the Land Acquisition Officer, it is evident that the Railway Company has now been advised to acquire the land marked A and B on the accompanying plan,\* under Section 4(1) of the Land Acquisition Act 1894 (1 of 1894).

\*Not Printed.

6. A license will be necessary for the middle portion of the land between the portions marked A and B which will be covered by the ramp.

7. The Trust Engineer has reported that the underground works that existed in the area proposed to be acquired by the Railway Company have already been diverted except longitudinal drain adjoining the Trust Chawls.

8. Under the circumstances, there is no objection to the 2 plots being acquired through the Land Acquisition Officer, provided the Trust is paid the market value of the same, and a license being given for the land between the 2 plots and occupied by the ramp."

(b) Chief Officer's note, dated 15th March 1928 :—

"I agree with the Estate Agent's remarks. The land has been notified for acquisition by Government on behalf of the Railway Company and the market value will be claimed."

**Resolution 184.**—Recorded.

2. The market value should be claimed.

10. Re : Scheme No. 37, Sydenham Road—Demolition of buildings.  
(File No. Mis 90/24.)

Considered Chief Officer's note, dated 15th March 1928 :—

"By their Resolution No. 438, dated the 27th July last, the Committee sanctioned the demolition of eleven buildings so as to clear the area required for the construction of the Municipal ovoid sewer between Carnac Road and Janjekar Street. The land has been cleared and the construction of the sewer will be completed before the rains set in.

2. After the rains have ceased it will be possible to construct the western half of the new road in this Section provided the buildings known as case numbers 290 to 294, 307 and 308 and 286 are removed; all these buildings except 286 are temporary structures and the total gross rental is Rs. 436-1-0 per month.

3. The remaining length of sewer to be constructed after the close of the present working season is about 780 feet and the Municipal Commissioner informs me that provision has been made in the Loans Works Budget for the work. In order to make the land available for this work, it will be necessary to demolish the following buildings, *i.e.*

(1) Cases 235 to 237 (part), 241 (part), 254 to 255 and 263 to 268. All these are permanent buildings.

(2) Cases 257 to 262 and 269 (part). These are temporary structures.

4. The gross monthly rental of the buildings mentioned in the last para is Rs. 5,545-6-0.

5. When the demolition of these buildings is completed all the land required for the construction of the sewer will have been provided. The sanction of the Committee is requested to the demolition of the buildings referred to in paras 2 and 3."

**Resolution 185.**—Sanction is accorded to the proposed demolition of the buildings referred to in paras 2 and 3 of the Chief Officer's note.

11. Re : Scheme 29—Dongri Quarry—Continuance of the present contract till the end of June—sanction for.

(File No. Mis. 196/28.)

Considered Chief Officer's note, dated 15th March 1928 :—

"It has been reported on several occasions that the stock of No. 1 metal is accumulating much faster than we can dispose of it. The present contract for getting out the stone

will expire at the end of this month and I propose, subject to the sanction of the Committee, to continue the contract till the end of June, by which period we shall have obtained sufficient rubble to supply the Municipality up to the end of February 1929, and then to close the quarry until such time as conditions improve.

2. The present contractor is Mr. Luxman Mahadu and he is willing to continue at the present rates until June 30th.

3. The sanction of the Committee is requested to this arrangement."

**Resolution 186.**—The proposed arrangement is approved.

12. **Re : Sale of Screw Cutting Machine—offer for.**

(File No. Mis. 218/28.)

Considered Engineer's No. 2416, dated 13th March 1928 :—

"I have the honour to report that Messrs. McKenzies, Ltd., have made an offer of Rs. 350 for the purchase of the above machine.

The machine was purchased in secondhand condition from Messrs. Pauling and Company as per details given below for use on Worli Scheme. The present condition of the machine is poor, the dies being almost worn out. Under these circumstances, I consider the offer herein is reasonable and should be accepted.

Particulars of the Screw Cutting Machine—

Date of purchase	...	...	...	May 1920
Purchase price	...	...	...	Rs. 1,200
Estimated life	...	...	...	10 years
Depreciated value on 1st March 1928	...	...	...	Rs. 340

Present condition—The dies are almost worn out."

**Resolution 187.**—The offer of Rs. 350 by Messrs. McKenzies, Ltd., is accepted.

13.

**Re : References to the High Court.**

(File No. Mis. 620/27.)

Considered Counsel's opinion thereon :—

"*Ex-parte* Bombay Improvement Trust case for the opinion of the Counsel. Herewith are sent :—

	Pages.
1. Government Resolution of 26th November 1903 with accompaniments	... 1 to 8
2. Government Resolution of 6th April 1926	... 9 & 10
3. Excerpt from the proceedings of a meeting of the Improvements Committee held on 9th August 1927	... 11 to 18
4. Memorandum prepared by the Trust Solicitors at the request of the Land Sub-Committee of the Improvements Committee	... 19 to 28
5. List of References which have been conducted by Messrs. Little and Co., before the Tribunal on behalf of claimants	... 29
6. Copy correspondence between the Government Solicitor and Messrs. Dharamsey Dadachanji & Co., Solicitors for the claimants in High Court Reference No. 1 of 1927	... 30 to 32



7. Copy letter from Government to Bombay Improvement Trust of 21st December 1927 ...	...	33
8. Copy Resolution of Improvements Committee, dated 17th January 1928 ...	...	34

The general position was explained to Counsel at the conference held on the 21st January 1928. The arguments by which Government support their action will be found in the excerpts from the proceedings of the meeting of the Improvements Committee held on the 9th August 1927 at pages 11 to 18. The arguments of the Improvement Trust will be found in the Estate Agent's letter comprised in the above excerpt and also (perhaps more fully) in the Memorandum at pages 19 to 28 which was prepared by the Trust Solicitors at the request of the Land Sub-Committee.

It is certainly arguable that acquisitions by the Improvement Trust are not governed by the Land Acquisition Act to the extent of putting Government into the position of sole acquirers. The Improvement Trust Act is throughout framed upon the footing that the Improvement Trust is acquiring; and the former Improvement Trust Act of 1898 was the same.

Apart, however, from any question of legal rights there is the matter of convenience. It is understood that the Improvement Trust do not intend to entrust the conduct of their References to the Government Solicitor, and the only effect of the proposed Government action will therefore be to increase the expenses of the Improvement Trust.

Counsel is requested to advise the Improvements Committee as desired by their Resolution of the 17th January 1928.

*" Ex-parte Bombay Improvement Trust.*

*Re : References to the High Court.*

#### Opinion.

It appears from the Resolution of the Improvements Committee, dated the 17th January 1928, that a deputation consisting of certain of their members should wait on the Hon'ble the Minister for Local Self-Government to place the case before him after obtaining the opinion of counsel.

The case referred to in the Resolution is the pending question between the Improvements Committee and the Government with reference to the conduct of the Land Acquisition References to be dealt with by the High Court of Bombay.

By a Resolution, dated the 6th of April 1926, the Government was pleased to direct that the Land Acquisition Officer should send to the High Court, References filed, after the Improvement Trust Transfer Act, 1925, comes into effect from the 31st of March 1926. In supersession of the said Resolution, on the 27th of June 1927, the Government issued the following resolution :—

'Government are pleased to direct that References filed in the High Court should be conducted by the Law Officers of Government only. They consider that having regard to the provisions of the Land Acquisition Act, it is more regular for the Land Acquisition Officer to transmit such References to the High Court through the Government Solicitor.

These orders should take effect retrospectively, *i.e.* from the date on which the Improvement Trust Transfer Act, 1925, came into operation.'

The matter may be dealt with in two parts *viz.* :—

- (a) as regards convenience, economy and the protection of the interest of the acquiring body ;
- (b) as regards the true legal view of the matter.

I do not desire to repeat the considerations which have been printed as a part of the accompaniment of the resolutions above referred to. As regards the economy and protection of the acquiring body, I do not think it requires much argument to show that the legal

advisers of the acquiring body *viz.*, the Improvements Committee, would be the more useful and desirable persons to be employed for the purpose of representing their interests in a contest between the acquiring body and the claimant. It should be noted that in fact in some instances the Government might be a claimant as regards its own interest in the land. Since the inception of the Improvement Trust, considerable body of knowledge and experience has been acquired by the legal advisers of the Improvement Trust and the same would be materially useful for the future.

As regards the true legal aspect of the matter, it is submitted that notwithstanding the Bombay Act No. 16 of 1925 the scheme of the Improvement Trust Act substantially remains the same except as regards—

- (1) Constitution of a separate legal body, and
- (2) the institution of a Tribunal of Appeal.

Under the Transfer Act, Sections 30 to 35, show that the scheme for Improvement is to be initiated by the Board. On the scheme being initiated and improved, after notification, the scheme is to be forwarded to the Government for sanction under Section 36. On receipt of the sanction, the Chief Officer of the Board is to forward a declaration for notification under the signature of the Secretary to Government stating the fact of such sanction and that the land proposed to be acquired *by the Board* for the purposes of the scheme is required for public purpose. Even after the publication of the declaration, the Committee have power to alter the scheme subject to certain safeguards and the further prosecution of the scheme is left in the hands of the Board.

Section 38 emphasises the fact of the power of the Board under certain circumstances to withdraw from such acquisition.

The subject of acquisition of land is dealt with in the new Act in section 62 and the following. Section 63 is a very material section.

“63. Notwithstanding anything contained in the Land Acquisition Act 1894, the said Act shall not, except to the extent set forth in schedule A, apply to the acquisition of land under this Act but the said Act shall to the extent set forth in the said schedule, regulate and apply to the acquisition of land otherwise than by agreement and shall, for that purpose, be deemed to form part of this chapter in the same manner as if enacted in the body hereof subject to the provisions of this chapter and to the provisions following.”

It should be noticed that the result of enactment of Section 63 is that the Land Acquisition Act is not an operative Act by itself so far as the acquisition of land under the Trust Transfer Act is concerned. It is as if the Trust Transfer Act was a complete Act itself reproducing certain provisions of another Act already in force for the purpose of this Act *mutatis mutandis*.

The special provisions which require notice are sub-section 2 of Section 63 by which it is enacted that the expression “Local Government” shall be deemed to include the Board.

Sub-section 4 enacts that in the construction of sub-section 2 of Section 50 of the said Act, *i.e.*, the Land Acquisition Act, and the provisions of this chapter, the Board shall be deemed to be the local authority or company concerned.

No doubt under Section 65, on the acquisition proceedings being completed, the land vests in His Majesty and requires a formal handing over of the charge of the land to the Committee and thereupon the said land shall vest in the Board.

Under Section 50(2) of the Land Acquisition Act, it is provided as follows :—

“In any proceedings held before a Collector or Court, in such cases, the local authority or Company concerned may appear and adduce evidence for the purpose of determining the amount of compensation.”

The question is whether the section is permissive as enabling the local authority to appear in addition to the appearance of Government or whether the local authority may not take the place of the Government for the purposes of the References when they are made to the High Court.

· Having regard to the special nature of the Act and the initiation of the acquisition proceedings being placed in the hands of the Board, I think it is more advisable that the Government should agree that the resolution passed on the 6th of April 1926 should remain in force.

Dated this 6th day of February 1928.

.(Sd.) BHULABHAI J. DESAI”

**Resolution 188.**—The opinion of Counsel should be forwarded to the Hon'ble the Minister for Local Self-Government together with the relevant papers and he should be requested to grant the deputation an interview at his earliest convenience.

14. Re : Establishment—Mr. B. P. Wadke—Sub-Engineer (retrenched)—reinstatement of—Counsel's opinion on the legal aspect of Section 17 of the Act.

(Ref. C. R. 163, dated 13th March 1928.)

In continuation of Resolution 163, dated 13th March 1928, consideration was resumed.

**Resolution 189.**—The opinion of Counsel should be recorded and a copy thereof be forwarded to the Board for information.

15. Re : Establishment—Mr. B. P. Wadke, Sub-Engineer (retrenched)—representation—re: Payment of salary.

(File No. E.23/28. Ref. C. R. 164, dated 13th March 1928.)

In continuation of Resolution 164, dated 13th March 1928, consideration was resumed :—

Proposed by the Chairman—

“That Mr. Wadke be informed that the Committee regret their inability to reinstate him.”

*Amendment*—Proposed by Dr. Viegas—

“That as desired by the Board effect should be given to their opinions expressed in their Resolutions No. 71 dated 5th August 1927 and No. 89 dated 15th November 1927.”

The *amendment* on being put to the vote was declared *lost*.

The *original proposition* was then put to the vote and declared *carried*.

**Resolution 190.**—Mr. Wadke should be informed that the Committee regret their inability to reinstate him.

16. Re : Establishment—Engineer's Department—Retrenchment of Staff—Application dated 13th March 1928 from Mr. S. G. Gogvekar, draftsman.

(Ref. C. R. 174, dated 13th March 1928.)

In continuation of Committee's Resolution No. 174, dated 13th March 1928, the consideration of Mr. Gogvekar's case was resumed.

The Chairman informed the House that another petition had been received from Mr. Gogvekar and laid on the table.

Proposed by the Chairman:—

"That the Report No. 3, dated 10th March 1928, of the Finance and Establishment Sub-Committee in connection with the retrenchment of Mr. Gogvekar be approved and adopted."

*Amendment*—Proposed by Dr. Viegas—

"That Mr. Gogvekar be retained and Mr. Parkar retrenched."

The *amendment* on being put to the vote was declared *lost*.

The *original proposition* was then put to the vote and declared *carried*.

**Resolution 191.**—The Report No. 3, dated 10th March 1928, of the Finance and Establishment Sub-Committee in connection with the retrenchment of Mr. Gogvekar is approved and adopted.

17.

Re : Estates & Valuation Department.

Considered Chief Officer's note, dated 15th March 1928 :—

"By their Resolution No. 149, dated 28th February 1928, the Committee granted Mr. Burge leave prior to his retirement from the Trust. It will now be necessary for them to make a recommendation to the Board as to who is to fill the vacancy. I suggest that they should recommend Mr. A. K. Dadachanji, Deputy Estate Agent, who acted for Mr. Burge while I was on leave last year and whose work was found to be entirely satisfactory.

2. I am submitting separate recommendations for filling the post of Dy. Estate Agent rendered vacant by the death of Mr. Narasingham."

**Resolution 192.**—The Board should be recommended to appoint Mr. A. K. Dadachanji to act as Estate Agent under Section 111 of the Act.

18. Re: Estates and Valuation Department—appointment of Deputy Estate Agent.

Considered Chief Officer's note, dated 16th March 1928 :—

"By their Resolutions Nos. 40 and 80, dated the 18th January and 8th February 1927 respectively, the Committee approved of the scheme to amalgamate the Estate Agent's and Land Manager's Departments. The amalgamation took place on the 1st April last. Prior to that date, the staff of Officers was as follows :—

Land Manager	...	...	...	Mr. Bharucha.
Estate Agent	...	...	...	" Burge.
Dy. Land Manager	...	...	...	" Dadachanji.
Do.	...	...	...	" Narasingham.
Do.	...	...	...	Vacant.
Assistant Land Manager	...	...	...	Mr. Smith.
Do.	...	...	...	" Vakde.
Do.	...	...	...	" Pavri.
Junior Do.	...	...	...	" Mhatre.
Do.	...	...	...	" Bhacka.
Do.	...	...	...	Vacant.

Under the new scheme it was as follows :—

Estate Agent	...	...	...	Mr. Burge.
Dy. Estate Agent	...	...	...	" Dadachanji.
Do.	...	...	...	" Narasingham.
Sr. Asstt. Estate Agent	...	...	...	" Pavri.
Do.	...	...	...	" Mhatre.
Jr. Do.	...	...	...	" Bhacka.
Do.	...	...	...	Vacant.

2. It will thus be seen that when the amalgamation took place the number of Officers on duty was reduced from nine to six. Mr. Burge acted for me while I was on leave from June 6th to October 28th ; in June, Mr. Narasingham died and during the last three months Mr. Dadachanji has been on leave. The Department has therefore been undermanned for a considerable portion of the year ; for this reason, I made proposals in December last, for filling the vacant post of Junior Assistant Estate Agent and these proposals, I trust, will be disposed of at a very early date.

3. Mr. Burge goes on leave on May 5th and will not return. I have already suggested that Mr. Dadachanji should be appointed to act for him and, if this suggestion is approved of, we shall be left without a Deputy.

4. The Estate Agent's Department is responsible for acquisition, development, disposal, the general management of the Board's estates and the collection of about Rs. 20 lakhs a year revenue from about 20000 tenants.

5. In my opinion, it is essential to appoint a competent Deputy to supervise and control the collection of revenue, the keeping of the numerous registers and to deal with the immense amount of detail connected with this work. The Estate Agent should be left free to supervise the acquisition and to give evidence in such cases as his assistance may be required, to attend to the disposal of lands and to supervise the general management of the estates.

6. Since my return from leave, I have been on the lookout for a suitable man to recommend for the appointment of Deputy. The best man I can suggest is Mr. Bird who is at present the Test Audit Officer in the Municipality. He is known to the Members of the Committee and is willing to take up the work with the consent of the Commissioner and of the Corporation. I suggest that Mr. Bird be appointed on probation for six months and that if he is found satisfactory at the end of that period he be appointed for a period of five years on the terms usually contained in our agreements. It will be necessary for him to obtain the requisite leave from the Corporation and to arrange details as to his contribution to the Provident Fund and, if the Committee agree to the proposal, the resolution offering him the appointment may be framed accordingly."

**Resolution 193.**—Referred to the Finance and Establishment Sub-Committee for consideration and report.

19. Re : Establishment—Estates and Valuation Department—retrenchment of Staff etc.

(File No. Mis. 220/28.)

Considered Report No. 4, dated 10th March 1928, of the Finance and Establishment Sub-Committee :—

"The Chief Officer in his note, dated 16th December 1927, made the following proposals :—

1. (a) that the vacant post of Junior Assistant Estate Agent (pay Rs. 450-50-600) should be filled in by transferring Mr. J. J. Engineer, a Senior Assistant Engineer in the Engineer's Department, on the maximum pay of the post viz. Rs. 600 plus a personal allowance of Rs. 50 per month to bring him upto his present pay viz. Rs. 650/-.

(b) that the following posts should be abolished and the incumbents thereof shown against them should be retrenched :—

Post.	Holder's Name.
Overseer	Mr. D. B. Mhatre.
Surveyor	„ Moses Sassoon.
do.	„ H. N. Kunte.
do.	„ J. E. Reuben.
Inspector	„ D. Richard.
Two Junior Clerks.	Vacant.

2. By their Resolution No. 6, dated 10th January 1928, the Improvements Committee asked us to consider and report on these proposals.

3. To consider the proposals in detail, we appointed a Sub-Committee from among ourselves, consisting of—

1. Sir Vasant Rao Anandrao Dabholkar, Kt., C. B. E.
2. Sir Shapoorji B. Billimoria, Kt., M. B. E.
3. Mr. Hoosenally M. Rahimtoola, B. A.
4. Dr. A. G. Viegas, L. M. & S.

4. This Sub-Committee has considered the proposals very carefully and recommended—

- (1) that it is not necessary to fill the post of Junior Assistant Estate Agent ;
- (2) that the posts of one Overseer, three Surveyors, one Inspector and two junior clerks should be abolished ;
- (3) that Mr. D. B. Mhatre should be retrenched, as he is junior in the overseer's grade ;
- (4) that Messrs. Moses Sassoon and J. E. Reuben, Surveyors, should be transferred as Inspectors on their present salaries and Messrs. G. V. Potnis and Solomon Moses in the Inspector's grade should be retrenched, as the latter are junior to Messrs. Moses Sassoon and J. E. Reuben.
- (5) Mr. H. N. Kunte, Surveyor, should be retrenched, as he is junior in the Surveyor's grade and also in the Inspector's grade.
- (6) Mr. D. Richard who is junior in the Inspector's grade should be retrenched.

5. We have considered the recommendations made by our Sub-Committee.

6. Regarding the filling of the post of Junior Assistant Estate Agent by transferring Mr. J.J. Engineer thereto, the Chief Officer explains that in his opinion it is highly desirable that an energetic officer should be appointed to work under the Dy. Estate Agent in charge of the revenue section to see that unauthorized occupation is checked and that fresh lettings are made as and when opportunity offers. He points out that Mr. Engineer is well acquainted with the Board's Estates, is able and hard working, has the necessary amount of imagination and is not content merely to supervise the work of his subordinates. We have carefully gone into this question and by a majority have come to the conclusion that it is not necessary to fill this post at this juncture.

7. We agree with the recommendations made by our Sub-Committee regarding the abolition of the posts of Overseer, Surveyors, Inspectors and Clerks and the retrenchment of certain employees. We recommend that the employees retrenched should be granted leave in accordance with the orders of the Board contained in Trustees' Resolution No. 68 dated 20th February 1925."

Proposed by the Chairman :—

"That the Report of the Finance and Establishment Sub-Committee be approved and adopted and necessary changes should be made in the Schedule of Establishment."

*First Amendment*—Proposed by Mr. Tairsee—

"That the matter be referred back to the Finance & Establishment Sub-Committee for reconsideration and report."

The *amendment* was put to the vote and 4 members voted *for* and 4 *against* it and it was *lost* by the casting vote of the Chairman.

*Second Amendment*—Proposed by Mr. Mirza—

"That consideration be postponed and the proceedings of the Finance & Establishment Sub-Committee and of the Committee appointed by it be supplied to the Members."

The *amendment* on being put to the vote was declared *lost*.

*Third Amendment*—Proposed by Mr. Hoosenally—

"That the Report so far as it relates to the question of filling the post of Junior Assistant Estate Agent be recorded."

2. That the Committee are of opinion that the post of Junior Assistant Estate Agent should be filled."

The *amendment* was put to the vote and 5 members voted *for* and 5 *against* it and it was *lost* by the casting vote of the Chairman.

The *original proposition* was then put to the vote and declared *carried*.

**Resolution 194.**—The Report of the Finance and Establishment Sub-Committee is approved and adopted and necessary changes should be made in the Schedule of Establishment.

20. Re : Member of Committee—Sir Shapoorji B. Billimoria, Kt., M. B. E.,—leave of absence from Meetings—sanction for.

(File No. Mis. 194/28.)

Read Sir Shapoorji B. Billimoria's letter, dated 13th March 1928 :—

"I am proceeding to Europe on 21st instant and hope to return by the end of June.

I shall thank you to kindly ask the Committee to grant me leave of absence for the period I shall be out of India."

**Resolution 195.**—The leave asked for is granted.

21. Re : Establishment—Estates & Valuation Department—Mr. G. B. Limaye—Refund of 90% of Provident Fund—application for.

Considered Chief Accountant's note, dated 13th March 1928 :—

"Mr. G. B. Limaye, a clerk in the Estates and Valuation Department was granted combined leave for one year, six months and 24 days from 1st March 1928 preparatory to retirement as he was declared permanently unfit for service by the Trust Medical Officer.

He now applies for the grant of 90% of his Provident Fund.

Mr. Limaye joined the Trust Service on 6th January 1908 and his present pay is Rs. 110 in the grade of Rs. 40—125.

A sum of Rs. 3,585/- stands to his credit in the Provident Fund Account. The amount payable on account of 90% will therefore be Rs. 3,222.

The sanction of the Committee is necessary to the payment of Rs. 3,222/-."

**Resolution 196.**—The payment to Mr. Limaye of 90% of his Provident Fund money is sanctioned.

22. Re : Establishment—Estates & Valuation Department—Mr. P. N. Katwe—application by— for the grant of 90% of the Provident Fund.

Considered Chief Accountant's note, dated 13th March 1928 :—

"Mr. P. N. Katwe, a draftsman on the permanent establishment in the Estates and Valuation Department, was granted combined leave for one year, two months and four days



preparatory to retirement from 1st March 1928, as he was declared to be permanently unfit for further service by the Trust Medical Officer.

He now applies for the grant of 90% of his Provident Fund money.

Mr. Katwe joined the Trust Service on 8th July 1919 on the temporary establishment and was transferred to the Permanent Establishment on 1st April 1921; as he has not rendered 15 years' service he is not entitled to the Trustees' contribution; as, however, the retirement in his case was necessitated by certified incapacity for further service, it is open to the Committee to pay him the Trustees' contribution. A sum of Rs. 906/- stands to Mr. Katwe's credit in the Provident Fund account and a sum of Rs. 810/- on account of 90% thereof may be paid to him after deducting a sum of Rs. 96-8-2 being the outstanding balance of the last loan.

The sanction of the Committee is necessary."

**Resolution 197.**—The payment to Mr. Katwe of 90% of his Provident Fund money after deducting Rs. 96-8-2 therefrom is sanctioned.

23. Re: Establishment—Estates and Valuation Department—Mr. G. S. Kolgaokar, clerk—advance from Provident Fund to.

Considered Chief Accountant's note, dated 16th March 1928:—

"Mr. G.S. Kolgaokar, a junior clerk in the Estates and Valuation Department, applies for the grant of an advance of Rs. 150 from his Provident Fund subscriptions to enable him to settle the doctor's bill in connection with the illness of his mother and has produced a medical certificate.

He joined the Trust Service on 10th July 1922 and his present pay is Rs. 55 plus war allowance of Rs. 20 per month.

A sum of Rs. 298-14-8 stands to his credit in the Provident Fund account as his own subscriptions with interest.

He was granted an advance of Rs. 75 in February 1926, which was repaid in full in October 1927.

An advance of Rs. 149 is admissible, subject to the recovery being effected in 20 monthly instalments and requires the sanction of the Committee, as twelve calendar months have not elapsed since the complete repayment of the last advance."

**Resolution 198.**—The grant to Mr. Kolgaoker of an advance of Rs. 149 out of his Provident Fund subscriptions repayable in 20 equal monthly instalments is sanctioned.

24. Re: Dadar-Matunga Estate—plots 361 and 373—allowed to be surrendered by Mr. Dwarkadas Gordhandas.

(File No. Mis. 200/28.)

Considered Estate Agent's No. 5257, dated 15th March 1928:—

"I have the honour to state that the former Trustees by their Resolution No. 241, dated the 9th June 1925, allowed the former tenant of the above plots Mr. Dwarkadas Gordhandas to surrender the plots on the following conditions:—

- (1) He should forfeit the deposits.
- (2) He should agree to execute a surrender of his agreements and to pay the costs thereof.

(3) He should enter into a bond to pay all arrears of rent upto the end of February 1925, as soon as he is able to do so, and

(4) He should pay the costs of the bond.

2. All the above conditions were duly carried out and Mr. Dwarkadas entered into a bond binding himself to pay the sum of Rs. 6,541 on or before the 31st day of January 1928 with interest thereon at the rate of 6% per annum from 1st March 1925.

3. This period for the payment has now expired and Mr. Dwarkadas has made no payments on this account and therefore the Bond still remains in force.

4. A copy of the letter, dated 27th February 1928 from Mr. Dwarkadas Gordhandas is forwarded\* herewith, in which he states that owing to his financial difficulties and to the fact that his present estate has been fully mortgaged, it is not possible for him to pay the said amount of Rs. 6,541 at the present time. He, therefore, requests that the Trust should either forego the claim entirely or should grant him an extension of time for at least three years more, during which time he hopes, by means of a new business which he has just started, to pay off the whole sum.

5. In the special circumstances, it is suggested that the Committee might see their way to extend the period for the payment for a further two years expiring on the 31st day of January 1930, as the bond will still hold good."

**Resolution 199.**—The proposed extension of the period for a further two years is approved.

25.

Re: Supplementary grants for the year 1927-28.

Department.	Head of Account.	Revised estimate.	Amount to be spent during the year.	Excess.	Head from which transferred.	Reasons for Excess Expenditure.
I	2	3	4	5	6	7
<b>General Account Expenditure.</b>						
<i>Other Lands &amp; Buildings.</i>						
E. & V. ...	Scheme, No. 3	12414	17800	5386	Surplus Cash Balance.	Rs. 3,890 on account of Municipal taxes
" ...	" 6	8550	17470	8920	"	Rs. 1,496 Solicitor costs. Rs. 8,820 for payment of Municipal taxes.
Engineer ...	" 6	2500	3200	700	"	Rs. 100 or more costs. Repairs to acquire buildings.
E. & V. ...	" 27	30	55	25	"	Solicitors' costs.
" ...	" 32	17000	20710	3710	"	Payment of Municipal taxes.
Engineer...	" 37	15126	16000	874	"	Monsoon repairs.
" ...	" 47	4000	4200	200	"	Adjustment of accounts referred in Mr. B report.
E. & V. ...	" 50	250	1700	1450	"	For payment Solicitors' Bill.
" ...	" 52	10500	13150	2650	"	payment of Municipal taxes.
Engineer ...	" 52	3000	3225	225	"	Municipal requirement for renewing repairing street tank in No. 6.
E. & V. ...	" 53	235	425	190	"	Payment of Municipal taxes.
" ...	" 56	15500	19310	3810	"	Rs. 3,310 for payment of Municipal taxes.
" ...	" 57	54200	62250	8050	"	Rs. 500 to court costs. Rs. 7,970 on account of Municipal taxes. Rs. 80 payment account of Supplies.
Engineer ...	" 57	15000	15200	200	"	Adjustment of accounts referred in Mr. Bird's report.

Department.	Head of Account.	Revised estimate.	Amount to be spent during the year.	Excess.	Head from which transferred.	Reasons for Excess Expenditure.
I	2	3	4	5	6	7
<b>General Account Expenditure</b>						
<i>Other Lands &amp; Buildings</i>						
E. & V. ...	Scheme, No. 59 ...	1400	2280	880	Surplus Cash Balance.	On account of Municipal Taxes.
" ...	" 60 ...	20300	28300	8000	"	"
" ...	" 61 ...	...	70	70	"	"
<i>Chawls—Permanent.</i>						
E. & V. ...	Scheme—No. 1—Nagpada 2 Blocks	2184	2200	16	"	"
" ...	No. 2 Chandanwadi ...	11223	11450	227	"	"
" ...	" 8 Mandvi Koliwada	10321	10450	129	"	"
" ...	" 32 Chawls on Plot No. 72	7001	8661	1660	"	Rs. 1,310 " " 350 court costs.
" ...	" 62 Love Lane	24157	27157	3000	"	Court cost in respect of suits to be filed.
<i>Semi-Permanent Sheds.</i>						
E. & V. ...	Scheme No.—3 Chaupati & 3 Mahalaxmi }	3690	3971	281	"	On account of Court costs.
" ...	6—Sion-Matunga	655	760	105	"	Payment of Municipal taxes.
" ...	32—East Agripada	8065	8565	500	"	Court Costs for Suits to be filed.
Engineer...	" "	2200	2300	100	"	Maintenance of additional shed taken over from the Construction Branch.
" ...	37—Sydenham Road ...	25	40	15	"	On account of adjustment in respect of past accounts.
E. & V. ...	37 "	144	200	56	"	Municipal Taxes.
" ...	50—Mazagaon...	...	125	125	"	"
" ...	57—Sewri Wadala ...	822	1222	400	"	"

Department.	Head of Account.	Revised estimate.	Amount to be spent during the year.	Excess.	Head from which transferred.	Reasons for Excess Expenditure.
1	2	3	4	5	6	7
	<b>Capital Account Works.</b>					
	<i>Chawls under Schemes.</i>					
	Scheme No.				Surplus Cash. Balance.	
	1—1st Nagpada	...	160	160	"	
	2—Princess St.	...	120	120	"	
	3—Sandhurst Rd.	...	230	230	"	
	6—Sion-Matunga	...	125	125	"	
	8—Mandvi-Koliwada.	...	60	60	"	
	29—Nowroji Hill	...	100	100	"	
	31—Parél Hill...	...	85	85	"	
	32—East Agripada.	82	2202	2120	"	
	50—Mazagaon...	...	6000	6000	"	
	53—Foras Road	954	†15100	14146	"	
Engineer...	57—Sewri-Wadala.	...	35	35	"	Adjustment respect of accounts referred to in Mr. J report.
	<i>Improvement and Street Schemes.</i>					
	1—1st Nagpada	...	16	16	"	†This includes Rs. 1146 paid to the Ry. C account of allocated cost expended on screens in Nos. 2 & 4 Chawls.
	2—Princess St.	...	40	40	"	
	7—Colaba Reclamation.	...	90	90	"	
	8—Mandvi-Koliwada.	...	15	15	"	
	27—Mathew Rd.	...	16	16	"	
	30—Souter St. extension Westward.	...	7	7	"	
	33—Bhatwadi ...	...	560	560	"	
	36—Lamington Road.	...	9	9	"	
	41—Undria St.	...	10	10	"	

Department.	Head of Account.	Revised Estimate	Amount to be spent during the year.	Excess.	Head from which transferred.	Reasons for Excess Expenditure.
1	2	3	4	5	6	7
Engineer...	53—Foras Road.	...	30	30	Surplus Cash Balance.	Adjustment in respect of past accounts referred to in Mr. Bird's report.
	58—Worli Extension.	Cr. 12	100	112	"	
	61—Fergusson Rd.	...	200	200	"	
	66—Mahalaxmi	Cr. 902	Cr. 832	70	"	
	Miscellaneous.					
	Stores in Stock Suspense.	...	15500	15500	"	Maintenance of Machinery.
	Tools & Plant (Maintenance.)	...	1100	1100	"	
<i>Cost of Management—Incidental Expenses.</i>						
Chief Accountant.	Law expenses, general.	2620	2920	300	"	Solicitors' bill of costs.

**Resolution 200.**—The Board should be recommended to sanction the proposed supplementary grants.

26. Re : Parel Estate—resumption of certain Schedule C land for Bai Jerbai Wadia Hospital for Children.

(Ref. C. R. 131/28.)

Considered Government Resolution, General Department No. 5901, dated 15th March 1928 :—

"Letter from the Chief Officer, Bombay Improvement Trust, No. Mis. 581-26, dated the 24th February 1928 :—

"I have the honour to inform you that Sir Ness Wadia, K.B.E., C.I.E., and Mr. C. N. Wadia, C.I.E., have recently made an offer to the Corporation to subscribe a large sum of money towards the purchase of a site for the new hospital known as "The Bai Jerbai Wadia Hospital for Children."

2. The site selected for this hospital is vested in the Board, part of it being Schedule C land and the remainder their own freehold.

3. The Trustees have decided that they will have no objection to Government resuming the land and in view of the intended user they are prepared to accept compensation at the rate of Rs. 15 per sq. yard for a portion "A" and Rs. 10 for the remainder "A" on condition that certain portions are left open and unbuilt upon. Sir Ness and Mr. C. N. Wadia have agreed to these terms. I am to request therefore that Government will be good enough to resume the land and to hand it over to Sir Ness Wadia and Mr. C. N. Wadia and the Corporation or to the Nominee appointed by them.

4. The Trustees are prepared to forego the six months' notice required to be given under Section 79(g) of the Act.

5. I forward herewith a plan\* (E. A. No. 54, dated 23rd February 1928), shewing the land to be resumed which admeasures about 14,014 sq. yards.

6. In order to protect the amenities of the adjoining land (which is also Schedule C land) it is necessary that no building should be erected within 15 feet of the boundary marked C<sup>1</sup> D<sup>1</sup> and E<sup>1</sup> and I am to request that when the land is conveyed by Government to the nominee referred to in paragraph 3, Government will so stipulate. Sir Ness and Mr. Wadia have agreed to this condition.

7. I understand that His Excellency the Governor is laying the foundation stone of the new hospital on the 7th March next and it will be a convenience if the resolution ordering resumption can be issued before then.

Letter, from the Chief Officer, Bombay Improvement Trust, No. Mis. 581-26, dated the 15th March 1928 :—

'In continuation of my letter, dated the 24th ultimo, regarding the resumption of site for the Bai Jerbai Wadia Children's Hospital, I have the honour to forward herewith two copies of the plan and one of the Schedule of the land to be resumed.'

"A"

#### SITE FOR THE PROPOSED NEW HOSPITAL AT PAREL.

##### SCHEDULE.

All that piece or parcel of land forming portion of plot 12 A Schedule "C" in deposited plan R included in the Parel Estate admeasuring 13,763 square yards or theabouts and bounded on the north-west and west by the Board's land comprised in C<sub>2</sub> No. 64 of Scheme No. 31, on the north by land of the Board reserved for the widening Bhoiwada Cross Road, on the north-east and east by a portion of the said plot 12A, on south-east by the proposed extension of Hospital Avenue and on the south by King Edward Road and which said piece or parcel of land bears New Survey No. 2487 (part of) and Central Survey No. 74 (part of) of the Parel Sewri Division and which said piece or parcel of land is delineated on plan No. 48A, dated the 18th February 1928, herewith annexed and there shown bounded red.

RESOLUTION.—The land specified by the Chief Officer, Bombay Improvement Trust, in paragraph 2 of his letter No. Mis. 581/26, dated the 24th February 1928, should be resumed under section 79 (9) of the City of Bombay Improvement Trust Transfer Act, 1928.

2. The necessary notice in duplicate should be forwarded to the Solicitor to Government who should be requested to serve it on the Trustees for the Improvement of the City of Bombay.

3. The Solicitor to Government should be requested to see that the conditions specified in paragraph 6 of the letter from the Chief officer, Bombay Improvement Trust, No. Mis. 581-26, dated the 24th February 1928, is inserted in the deed of transfer.

4. The Chief Officer, Bombay Improvement Trust, should be requested to submit to Government a draft notification for publication in the Bombay Government Gazette under the provision of section 79(10) of the Act."

**Resolution 201.**—Government Resolution, General Department No. 5901, dated 15th March 1928, should be recorded.

2. The Draft Notification amending Schedule C should be submitted to Government for publication under Section 79 (10) of the Act.

\* Not printed.

At this stage, the Chairman mentioned that a letter had been received and laid on table from Mr. Mate, a draftsman in the Engineer's Department, whose retrenchment was sanctioned by the Committee in the last meeting. The Committee was generally of the opinion that as the question had been settled, it was not necessary to reopen it.

27. In accordance with notice of motion, it was—

Proposed by Mr. Tairsee—

"That the notices of motion once disposed of should not be considered again except after the lapse of three months from the date of such disposal."

The motion was seconded by Mr. Hoosenally.

**Resolution 202.**—Carried.

28. Re: Notice of motion, dated 13th March 1928, by Dr. A. G. Viegas, L.M. & S.  
re: Officers in the Secretary and Chief Accountant's Department.

"That the Chief Officer be requested to state (the answers being entered in the minutes) or to report under what *circumstances* and *when* the posts of Deputy Secretary and Assistant Accountant were created, what duties were attached to these posts, what amount was then proposed to spend on the operations of the Trust, what amount has been spent on them from year to year since then and what amount is proposed to spend on them in 1928-29, and upto what year the Secretary alone discharged the duties of Secretary and Accountant or Chief Accountant and on what salary and what amount on the Secretary's Office was spent from year to year and is being spent on it now."

The motion was ruled out of order by the Chairman.

26. Re: Notice of motion dated 13th March 1928, by Dr. A. G. Viegas, L.M. & S.  
re: work to be done by Officers of the Engineering Department.

"That the Chief Officer be requested to report what work each of the following Officers *viz.* (1) The Engineer or his acting incumbents, (2) The Architect, (3) Two Senior Assistant Engineers, (4) Two Junior Assistant Engineers, (5) Six Sub-Engineers is expected to do in the first six months, *viz.* from 1st April to 30th September and in the last six months *viz.* from 1st October 1928 to 31st March 1929 of the year 1928-29 is expected to do, the probable amount of money to be spent on each item of work or at least all work to be done by each one of them, and any administrative work, if so what work, each one of them may have to do."

The motion was ruled out of order by the Chairman.

30. In accordance with notice of motion, it was—

Proposed by Dr. Viegas—

"That the Chief Officer be requested to expedite the submission of Counsel's opinion as to whether an officer whose salary has been fixed by statute can draw any conveyance allowance."

The motion dropped for want of a seconder.



31. In accordance with notice of motion, it was—

Proposed by Mr. Hoosenally—

“That the attention of the Chief Officer be drawn to C. R. No dated 6th December 1927 under which he was requested to submit a amendment to the Gratuity Rules in pursuance of the Board Resol No. 111 dated 25th November 1927 and he be requested to submit the at the next meeting of the Committee so that it can be placed at the Meeting of the Board.”

The motion was seconded by Mr. Tairsee.

**Resolution 203.**—Carried.

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32. The following documents were executed :—

(1) *Agreement in duplicate with Mr. Hirjibhai Byramji Warden and oth* enjoyment of light and air from plot No. 1 G of the Flats Estate.

(2) *Agreement by Mr. Bemon Khodabux and another re* : temporary occupa plots Nos. 1 to 7, Scheme 53.

(3) *Agreement in duplicate with Messrs. Deccan Land & Building Coy. re* : C under Work Order No. 19, Book No. 88 *re* : filling in, Scheme 57.

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33. The following papers were laid on the Table :—

1. Purchase orders sanctioned by the Chief Officer under section 22(1) of the
  2. Work orders                    do.            do.            do.            do.
  3. Sale of materials            do.            do.            do.            do.
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