

Government of Madras.

EDUCATIONAL DEPARTMENT.

Recd.

Regd.

} 1913.

Enclosures

Spare copies

G.O. No. 585, 20th June 1913.

Land acquisition.

Approving the draft agreement submitted by the Basel German Mission Educational Council, Calicut, in connection with the acquisition of a piece of land required for the Basel German Mission College, Calicut, and forwarding the agreement to the Government Solicitor for execution and return.

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GOVERNMENT OF MADRAS.

EDUCATIONAL DEPARTMENT.

Read—the following papers :—

I.

G.O. Mis. No. 732, Educational, dated 10th August 1912.

Read—the following paper :—

Letter—from C. A. INNES, Esq., I.C.S., Acting Collector of Malabar.
To—the Secretary to Government, Educational Department.
Dated—Camp, Vadakancheri, the 24th July 1912.
No.—Ref. on C. 738 M.P.

I have the honour to submit copy of a letter, dated 11th July 1912, from the Manager of the Basel Mission Educational Council, Calicut, requesting that a piece of land may be acquired for the extension of the Basel German Mission College, Calicut. The Basel Mission Educational Council is a registered "company" as defined in section 3 (e) of the Land Acquisition Act I of 1894—vide G.O. No. 1924, Judicial, dated 17th December 1903. The site of the present college was acquired under G.O. No. 624, Educational, dated 15th December 1903, and made over to the Basel Mission Educational Council under G.O. No. 589, Educational, dated 21st September 1904. I request that Government may be pleased to order an enquiry under section 40 of the Land Acquisition Act for the acquisition of the land. I understand that the additions to the college contemplated include a new building for the collegiate department, a new hostel and a bungalow for professors, the idea being that the professors should live near and be in a position to supervise the hostel. I think therefore that there is a *prima facie* case for an enquiry especially as one object of the extension is to provide the additional accommodation recommended by the University.

2. The sketch of the land received from the Manager, Basel Mission Educational Council, is enclosed for reference and favour of return.

ENCLOSURE.

Petition—from H. KNOBLOCK, Esq., Manager, Basel Mission Educational Council and B.G.M. College, Calicut.
To—the Collector of Malabar.
Dated—the 11th July 1912.

On behalf of the Basel Mission Educational Council, Calicut, registered under the provisions of section 26 of the Indian Companies Act, 1882 (cf. G.O. No. 1924, dated 17th December 1903), I beg leave to lay the following petition before you.

The present buildings which are occupied by the Basel German Mission College are quite insufficient to accommodate students for the college and high school departments (the present strength is nearly 900). The University Commission urges me very strongly to proceed with the extension. The Registrar of the University of Madras even asked me in April last to report what progress has been made with the new building of which a plan had been submitted to him. As our mission intends to raise the standard of the second-grade college to that of a first-grade college, the Home Committee has already sanctioned funds for the erection of a new building as soon as a suitable site has been secured. The proposed extension should provide room for one large bungalow for professors, and if possible for a second hostel also.

As I find it impossible to secure a suitable site with an indefeasible title, I beg to approach you for your kind help in acquiring the site marked "C" in the plan. I cannot find a better and less objectionable site for the erection of a separate building for the college department than the land marked "C" (plan and estimates are now being made). The boundaries of this land are as follows :—

East.—Hostel compound.

North.—Road connecting Satram and Cannanore coast road.

West.—Cannanore road.

South.—Compounds belonging to Mussalman.

"A" refers to the land formerly acquired by the Government for the B.G.M. high school, Calicut; "B" shows the land where the present hostel is entertained. As to the land "C" the owner of the northern portion being a *stanam*-holder is not in a position to sell the compound as it belongs to Puthia Kovilagam whose management is vested in the Valia Thamburatti for the time being. From the same owner land "A" was acquired by the Government some years ago and made over to the Basel Mission Educational Council.

The southern portion of the land marked "C" belongs to a Mussalman and to a baker Mannan of whom the latter is not willing to part with his property. I should be glad if you could acquire this land also for us.

May I therefore request that you will be so good as to take steps to acquire this land at your early convenience.

I may mention that the acquisition will be at the cost of the mission. The Basel Mission Educational Council is quite prepared to accede to an agreement with the Secretary of State for India in Council that the site shall not be appropriated for other than educational purposes without the consent of Government and to observe all conditions incidental to this step.

Order—Mis. No. 732, Educational, dated 10th August 1912.

With reference to the application of the Basel Mission Educational Association of Calicut for the acquisition of a piece of land required for the extension of the B.G.M. College, Calicut, the Collector of Malabar will be hereby directed to hold an enquiry on the two points specified in clause (1) of section 40 of the Land Acquisition Act, I of 1894, and to report the result to Government at an early date. The enquiry should be held by him in Calicut at such time and place as he may appoint, and if he recommends the acquisition of the site, the necessary draft notification should be submitted for publication in the *Fort St. George Gazette*.

2. The Collector is also requested to submit a draft of the agreement which the association is prepared to enter into with the Secretary of State under section 41 of the Act.

(True Extract.)

L. DAVIDSON,
Ag. Secretary to Government.

To the Collector of Malabar, with a sketch returned.

II

Letter—from C. A. INNES, Esq., I.C.S., Acting Collector of Malabar.
To—the Secretary to Government, Educational Department.
Dated—Calicut, the 25th January 1913.
No.—Ref. 738 M.P.

Adverting to G.O. Mis. No. 732, dated 10th August 1912, I have the honour to report that as directed I held an enquiry under section 40 (1) of the Land Acquisition Act with reference to the application of the Basel Mission Educational Association of Calicut for the acquisition of a piece of land required for the extension of the Basel German Mission College at Calicut and I enclose a copy of my findings for the information of Government.

2. The value of the land proposed to be acquired amounts to Rs. 15,855-1-8 including 15 per cent. on account of the compulsory nature of the acquisition.

3. The owners and the occupiers have no objection to the acquisition.
4. The draft agreement which the B.G.M. Educational Council is willing to enter into with Government is herewith submitted. I therefore request that the enclosed draft notification may be published in the *Fort Saint George Gazette*.
5. A sketch of the site is also submitted.

ENCLOSURES.

(1)

Proceedings of the Collector of Malabar, dated 25th January 1913.

C. A. INNES, Esq., I.C.S., Acting Collector.

Read G.O. Mis. No. 732, dated 10th August 1912.

Read also records of enquiry held under section 40 (1) of the Land Acquisition Act I of 1894.

With reference to the application of the Basel Mission Educational Association of Calicut for the acquisition of a piece of land required for the extension of the B. G. M. College, Calicut, I have been directed in the above Government Order to hold an enquiry under section 40 of the Land Acquisition Act as to whether (i) the acquisition is necessary for the construction of some work and (ii) that work is likely to prove useful to the public.

2. The enquiry was held in my office at Calicut on the 2nd, 9th and 10th September 1912. I examined Mr. Knobloch, Manager of the B. G. M. College, Mr. Hoare, the Principal, Mr. Kuhner, the General Treasurer of the mission, Mr. Kammaran Nayar, President of the Bench of Magistrates, member of the municipal council, and a prominent resident of Calicut, and several of the occupants of the land proposed for acquisition.

3. The lands it is desired to acquire are S. Nos. 50/5A, 50/5B and 153/3 of Kalathinkunnu desam. Their total extent is 2.08 acres. They are adjacent to the land now occupied by the B. G. M. College and the college hostel and if they are acquired the college will be in possession of a compact block of land extending from the Coast road on the west to the Satram road on the east with a lane as the northern boundary of the block.

4. The reason for the acquisition is that it has been decided that the college must be extended. The University Commission of 1910 after inspecting the college reported that the accommodation for intermediate science and mathematics classes was wholly inadequate and that urgent reform was necessary. And since this opinion was expressed the strength of the college classes has increased enormously. The college council has therefore decided on the erection of a two-storied building entirely reserved for college classes. The buildings will comprise large and small class rooms, laboratories, library, etc. It is also proposed to provide accommodation in a separate building for two European professors, the idea being that one of them should be warden of the hostel. Space cannot be found for these buildings on the ground now in possession of the college, and the acquisition of the lands indicated above is necessary in order that the college buildings may all be situated in one compact block. It is necessary to apply the Act partly because the land being Satram land there is no hope of inducing the owner to sell and partly because it would be very difficult to obtain a clear title by private purchase. I find therefore that the acquisition applied for is necessary for the purpose of extending the B. G. M. College.

5. Mr. Kammaran Nayar, who is one of the leading citizens of Calicut, is clearly of opinion that the extension of the college in the manner indicated is likely to prove useful to the public and I entirely agree. My finding on the second of the points referred to me by Government is in the affirmative.

(2)

THIS INDENTURE made the day of 1912 between THE RIGHT HONOURABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL hereinafter called "the vendor" of the one part and the BASEL MISSION EDUCATIONAL COUNCIL, CALICUT, being an association registered under the provisions of section 26 of the Indian Companies Act, 1882, hereinafter called "the purchaser" of the other part.

WHEREAS the piece or parcel of land and premises hereinafter intended to be hereby granted conveyed and assigned was duly acquired by the vendor under the provisions of the Land Acquisition Act, 1894, and whereas the compensation awarded for such acquisition was paid out of the funds belonging to and paid to the Government of Madras by the Basel German Evangelical Mission and whereas the purchaser has been incorporated for the purpose of carrying out

in British India the objects and managing the affairs of such mission in British India and whereas it has been agreed between the vendor and the purchaser acting on behalf of the said mission that in consideration of the sum of Rupees (Rs.) being the compensation paid by the said mission to the Government of Madras the vendor shall execute in favour of the purchaser such conveyance of the said piece or parcel of land and premises as is hereinafter contained subject to the terms and conditions hereinafter contained. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees (Rs.) so paid as aforesaid the vendor doth hereby grant convey and assign unto the purchaser its successors and assigns ALL that piece or parcel of land situate in the town of Calicut in the Registration district of South Malabar and Registration sub-district of Calicut and being more particularly described in the schedule hereunder written TOGETHER with all buildings fixtures trees commons hedges ditches fences ways waters water-courses liberties privileges easements advantages and appurtenances whatsoever to the said piece or parcel of land and premises or any of them in any wise appertaining or heretofore occupied or enjoyed therewith AND all the estate right title interest properly claim and demand whatsoever of the vendor into and upon the same premises TO HAVE and TO HOLD the said piece parcel of land and premises hereby granted conveyed and assigned or expressed so to be unto or the purchaser and its successors SUBJECT nevertheless to the covenants restrictions stipulations and agreements hereinafter contained AND the vendor doth hereby for himself and his successors covenant with the purchaser and its successors that notwithstanding any act deed or thing by the vendor done or executed or knowingly suffered to the contrary, he the vendor hath now good right to grant convey and assign the premises hereby granted conveyed and assigned or expressed so to be unto the purchaser and its successors in manner aforesaid AND that the purchaser and its successors shall at all times hereafter peaceably and quietly possess and enjoy the said premises subject as is hereinafter provided and receive the rents and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendor or his successors or any person or persons lawfully or equitably claiming through under or in trust for him them or any of them and that free from all encumbrances whatsoever made or suffered by the vendor or by any person or persons lawfully or equitably claiming as aforesaid AND further that the vendor and his successors and all persons having or lawfully or equitably claiming any estate or interest in the said premises or any part thereof from under or in trust for the vendor or his successors shall and will from time to time and at all times hereafter at the request and cost of the purchaser and its successors do execute and register or cause to be done executed and registered all such acts deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the purchaser and its successors in manner aforesaid as shall or may reasonably be required AND further that in case the said piece or parcel of land and premises shall at any time hereafter be resumed by the vendor or his successors under the provisions in that behalf hereinafter contained the vendor his successors or assigns will pay to the purchaser its successors or assigns as and by way of compensation for the same the said sum of Rs. or the then ascertained value of the land whichever should be less in amount of any buildings or other works which shall then be in or upon the said piece or parcel of land.

And the purchaser doth hereby for itself and its successors covenant with the vendor his successors and assigns that the purchaser and its successors will at all times hereafter pay the assessment and taxes that may from time to time be levied upon the said piece or parcel of land and premises by the Government of Madras under the rules from time to time in force for the levy of assessment and taxes on lands and premises of a like nature AND will not save with the previous consent of the said Government use the said piece or parcel of land or any buildings now or hereafter erected thereon for purposes other than educational purposes approved by such Government AND will not save with the like consent grant convey or assign lease or let or part with the possession of the said piece or parcel of land and premises or any part thereof to any person or persons whomsoever other than the vendor his successors or assigns AND further that in case the said piece or parcel of land and premises shall at any time hereafter cease to be used save with the said consent of the said Government of Madras for other than educational purposes approved of by the said Government the said piece or parcel of land and premises and all buildings thereon shall at the option of the vendor his successors or assigns immediately revert to and become the property of the vendor his successors and assigns and that the purchaser its successors or assigns will forthwith upon being required so to do by the said Government of Madras execute in favour of the vendor his successors and assigns such conveyance or other assurance for vesting the said parcel or piece of land and premises and every part thereof with the buildings thereon and appurtenances thereto in the vendor his successors and assigns or as he or they shall direct AND that it shall be lawful for the vendor his successors and assigns to re-enter upon any part of the premises in the name of the whole and to resume possession thereof as of his former estate and thereupon these presents and every article clause or thing therein contained on the part of the vendor his successors or assigns shall absolutely cease and determine.

In witness whereof Secretary to the Government of Madras in the Educational Department by order and direction of His

Excellency the Governor-General of India in Council acting for and on behalf of the vendor hath hereunto set his hand and seal and the common seal of the purchaser hath been hereunto affixed the day and year first above written.

The schedule to which the abovesigned indenture refers.

Registration district.	Registration sub-district	Village.	Boundaries.				Extent.
			North.	East.	South.	West.	
Malabar	Calicut	Kalathinkunnu.	S. NO.	S. NO.	S. NO.	S. NO.	ACR.
		Garden S. No. 50/5B ..	50/5A.	51/1A.	60/4	52, road.	57
		Do. S. No. 50/5A ..	153/3	153/2 and 51/1A.	50/5B.	52, road.	45
		Do. S. No. 153/4 ..	154, road.	153/2	50/5A.	52, road.	1'06

Signed sealed and delivered by the above-named Secretary to the Government of Madras in the Educational Department

in the presence of

The common seal of the Basel Mission Educational Council, Calicut, has been hereunto annexed in the presence of

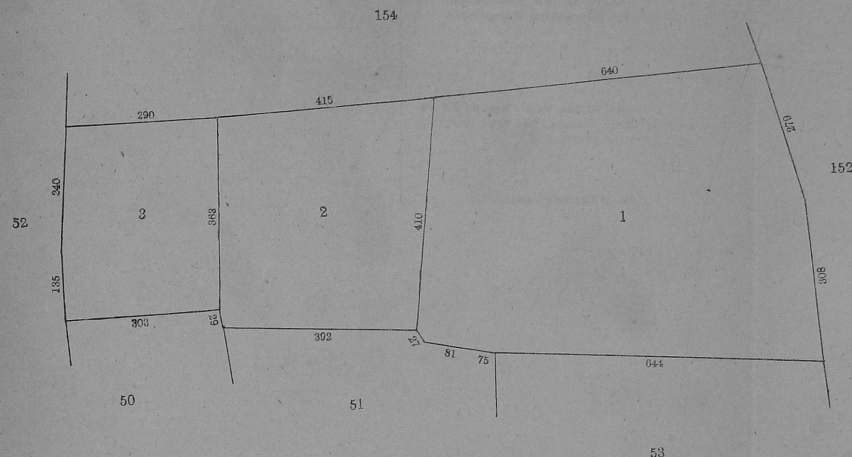
the manager of the said council.

District, Malabar.

Taluk. Calicut.

Village {No. 37
Name Kalathinkunnu
Area 6.49 Acres

Field No. 153



153/3 Site proposed to be acquired

Scale $\frac{1}{2}$ inch = 1 Chain

(Signed) L. E. HURTZ
Ag. Tahsildar of
Calicut.
14-12-12.

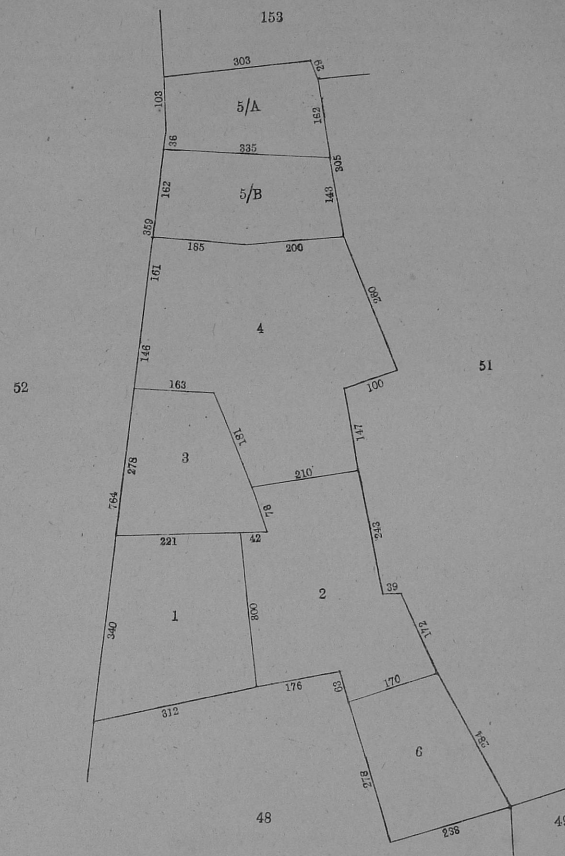
(Signed) J. R. KRISHNASASTRI,
I. Rev. Inspector,
11-12-12.

District. Malabar.

Taluk. Calicut.

Village { No. 37
Name Kalathinkunnu
Area 5.64 Acres

Field No. 50



50/5 A. & 5 B. Sites proposed to be acquired.

Scale $\frac{1}{2}$ inch = 1 Chain

(Signed) L. E. HURTZ
Ag. Tahsildar of
Calicut.
14-12-12.

(Signed) J. R. KRISHNASASTRI,
I. Rev. Inspector.
11-12-12.

(3)

Acquisition of Land.

Under section 6 of the Land Acquisition Act of 1894, His Excellency the Governor in Council hereby declares that the land mentioned in the following schedule and measuring 2.08 acres, be the same a little more or less, is needed for a public purpose, to wit, for the extension of the Basel German Mission College, Calicut, and under sections 3 and 7 of the same Act, the revenue divisional officer, Calicut, is appointed to perform the functions of a Collector under the Act and directed to take order for the acquisition of the said land.

2. A plan of the land is kept in the office of the above officer and may be inspected at any time during office hours.

SCHEDULE.

Description of land, wet or dry, inam or poramboke, with survey or paimash number.	Name of owner or occupier.	Boundaries of the land required to be taken up.	Extent to be taken up.	Estimated cost of the land to be taken up and the authority sanctioning it.
<i>Malabar district, Calicut taluk, No. 37 Kalatikunnu village.</i>				
Garden, S. No. 50-5 B.	Owner and occupier, Vennurath Mannan.	North, S. No. 50-5 A; East, S. No. 51-1 A; South, S. No. 50-4; West, S. No. 52, road.	45	15,856 1 8
Garden, S. No. 50-5 A.	Registered owner, Koya vestil Kanhi Koya (died); Present owner, Tinnanamvestil Thithil Bee; occupier, Vennurath Mannan.	North, S. No. 153-3; East, S. No. 153-2 and 51 A; South, S. No. 50-5 B; West, S. No. 52, road.	45	
Garden, S. No. 153-3.	Owner, Puthiyakovilacath Chinn Thamparam; occupier, (1) Palakandi Andi, (2) Thekkuvestil Kamaran, (3) Thekkuvestil Marthe and (4) Thattarkandi Kunhoosa.	North, S. No. 154, road; East, S. No. 153-2; South, S. No. 50-5 A; West, S. No. 52, road.	1.06	
Total ..			2.08	15,856 1 8

III

Endorsement No. 314-1, Educational, dated 18th February 1913.

The draft agreement forwarded by the Collector of Malabar in connection with the acquisition of a piece of land for the Basel Mission Educational Association of Calicut for the extension of the Mission College is forwarded to the Government Solicitor for scrutiny and return.

L. DAVIDSON,
Ag. Secretary to Government.

To the Government Solicitor.

IV

Letter—from W. O. DAVID, Esq., Government Solicitor, Madras.
To—the Secretary to Government, Educational Department.
Dated—the 7th March 1913.
No.—300.

I have the honour to return herewith the documents which accompanied Educational Department endorsement No. 314-1, dated 18th February 1913.

2. The document described in the endorsement as a draft agreement is a draft conveyance or transfer such as is contemplated by clause 2 of section 41 of the Land Acquisition Act. The stage when such a document will be required has not as yet been reached. What has now to be entered into is the agreement contemplated by the section referred to.

V

Official Memorandum No. 767-1, Educational, dated 4th April 1913.

With reference to his letter Ref. No. 738, dated 25th January 1913, regarding the acquisition of a piece of land required for the extension of the Basel German Mission College, Calicut, the Collector of Malabar is informed that the document described in paragraph 4 of the letter as a "draft agreement" is a draft conveyance or transfer such as is contemplated by clause (2) of section 41 of the Land Acquisition Act, and that the stage when such a document will be required has not yet been reached. What is now required is the *agreement* contemplated by the section of the Act quoted above. The Collector is requested to obtain and submit to Government a draft thereof at an early date.

2. Orders regarding the publication of the draft notification for the acquisition of the land will issue after the agreement has been duly executed and registered.

(By Order.)

C. S. ANANTARAMA AIYAR,
Ag. Under Secretary to Government.

To the Collector of Malabar.

VI

Letter—from C. A. LINES, Esq., I.C.S., Acting Collector of Malabar.
To—the Secretary to Government, Educational Department.
Dated—Calicut, the 5th May 1913.
No.—Ref. on C. 738/M.P.

With reference to Government Memorandum No. 767-1, Educational, dated 4th April 1913, I have the honour to submit herewith a draft agreement which the Basel German Mission Educational Council is willing to enter into with Government.

ENCLOSURE.

Agreement made the _____ day of _____ 1913 between the Basel German Mission Educational Council of Calicut constituted under the provisions of section 26 of the Indian Companies Act of 1882 of the one part and the Secretary of State for India in Council (hereinafter called "The Secretary of State") of the other part Whereas upon the application of the Basel German Mission Educational Council the Government of Madras by order No. _____ dated the _____ day of _____ 1913 has agreed to acquire on behalf of Basel German Mission Educational Council under the provisions of the Land Acquisition Act 1894, the piece of land and hereditaments described and delineated respectively in the schedule and plan hereto annexed and situated at Calicut it having been shown to the satisfaction of the said Government that the proposed acquisition is needed for the construction of a work likely to prove useful to the public namely the enlargement and adaptation of the buildings on the said piece of land so as to make them suitable for the purposes of a College and hostel attached to the College and Whereas the said Government has called upon the Basel German Mission Educational Council under the provisions of section 41 of the said Act to enter into the agreement with the Secretary of State hereinafter contained Now these Presents Witness that it is hereby agreed and declared as follows:—

1. The Basel German Mission Educational Council shall pay to the Government of Madras before the said land and hereditaments are transferred to the Basel German Mission Educational Council the cost of the said land and the buildings thereon and all costs of the acquisition inclusive of all payments and allowances in respect thereof payable under the said Act.

2. Upon such payment by the Basel German Mission Educational Council the Secretary of State shall execute and so all such acts deeds matters and things as may be necessary or proper for effectually vesting the said land and hereditaments acquired in the Basel German Mission Educational Council and giving the Basel German Mission Educational Council an absolute title thereto.

3. The terms upon which the said land and hereditaments shall be held by the Basel German Mission Educational Council are that the Basel German Mission Educational Council shall enlarge and adapt the buildings and the said piece of land so as to make them suitable for the purposes of the College, viz., for the accommodation for Intermediate science and mathematics classes, laboratories, library, etc., and for providing accommodation in two separate buildings for two European Professors both of them being Wardens of the two hostels attached to the College.

4. That the said buildings shall be enlarged and adapted or new buildings erected as aforesaid within three years from the date when the said land and hereditaments shall have been transferred to the Basel German Mission Educational Council and that the Basel German Mission Educational Council so long as it shall continue to conduct the College shall maintain and keep the said buildings in proper repair and condition.

5. That the students of the Basel German Mission College and other persons resorting thereto on business shall be entitled to such right of ingress egress and regress during College hours as may be necessary and proper for their business but otherwise the public shall not be entitled to the use of the said land or buildings.

In witness whereof the Manager of the Basel German Mission Educational Council hath hereunto set his hand in the presence of _____

and

Secretary to the Government of Madras in the Educational Department for and on behalf of the Secretary of State for India in Council hath hereunto set his hand and seal the day and year first above written.

Registration district.	Registration sub-district.	Boundaries.	Area.
Malabar	Calicut	Survey No. 50-5 B of Kalathinkunnu— North, 50-5 A; east, 51-1 A; south, 50-4; west, 52 Survey No. 50-5 A— North, 153-3; east, 153-2 and 61 A; south, 50-5-B; west, 52 Survey No. 153-3— North, 154; east, 153-2; south, 50-5 A; west, 52 Total	ACR. 57 45 1'05 2'08

Signed

Manager Basel German Mission Educational Council.

Signed sealed and delivered by _____ on _____
behalf of the Secretary of State for India in Council.

VII

Memorandum No. 1564-1, Educational, dated 7th June 1913.

The revised draft agreement received from the Collector of Malabar in connection with the acquisition of a site for the Basel German Mission College, Calicut, is forwarded to the Government Solicitor for scrutiny and return, with reference to his letter No. 300, dated 7th March 1913.

W. FRANCIS,
Ag. Secretary to Government.

To the Government Solicitor.

VIII

Letter—from W. O. DAVID, Esq., Government Solicitor, Madras.

To—the Secretary to Government, Educational Department.

Dated—the 17th June 1913.

No.—629.

I have the honour to acknowledge receipt of Memorandum No. 1564-1, dated 7th June 1913, with revised draft agreement received from the Collector of Malabar in connection with the acquisition of a site for the Basel Mission College, Calicut.

2. I have scrutinized the agreement and find the same to be in order, and I return the same with the other enclosures to the above memorandum.

3. The plans should be colored and the boundaries of the lands in question clearly shown.

Order—No. 585, Educational, dated 20th June 1913.

On a perusal of the report of the enquiry held by the Collector of Malabar in accordance with the provisions of section 40 of the Land Acquisition Act I of 1894, the Government are satisfied that the piece of land at Calicut, Malabar district—survey Nos. 50-5 A, 50-5 B and 153-3 measuring 2.08 acres is required by the Basel German Mission Educational Council of Calicut for a purpose which is likely to prove useful to the public, viz., for the extension of the Basel German Mission College, Calicut, and the construction of a hostel. The Council is accordingly required under section 41 of the Act to enter into an agreement with the Secretary of State for India in Council in the terms of the draft agreement which was forwarded with the Collector's letter R.O.C. No. 738-M.P., dated 5th May 1913, and which is now approved by Government.

2. The draft agreement is forwarded to the Government Solicitor who is requested to take steps for its due execution in communication with the Collector of Malabar and the Basel German Mission Educational Council, Calicut.

3. The agreement after its execution by the Council should be forwarded to Government for the signature of a Secretary to Government on behalf of the Secretary of State for India in Council.

4. Orders regarding the publication of the agreement and the draft notification for the acquisition of the land will issue as soon as the agreement has been duly executed and registered.

(True Extract.)

W. FRANÇOIS,
Ag. Secretary to Government.

To the Collector of Malabar.
" Government Solicitor, with draft agreement.
" Director of Public Instruction.
" Public Works Department.

EDUCATIONAL DEPARTMENT.

NOTES CONNECTED WITH G.O. No. 585, EDUCATIONAL, DATED
20TH JUNE 1913.

[SUBJECT.—Acquisition of land for the Basel German Mission, Calicut.]

Previous papers:				
G.O. No.	307, Edt.,	dated 24th June	1903.	
" "	624 "	" 15th December	"	
" "	1924, Judicial	" 17th May "	1904.	
" "	304, Edt.	" 21st September	"	
" "	539 "	" 11th November	"	
" "	671 "	" 28th January	1910.	
" "	51 "	" 14th May	"	
" "	1599, Rev.	" 29th July	"	
" "	2497 "	"	"	

From the Collector of Malabar, No. 738/M.P., dated 24th July 1912.

The Basel Mission Educational Council, Calicut, is a registered company—*vide* G.O. No. 1924, Judicial, dated 17th December 1903. In acquiring a land for the company, the formalities mentioned in sections 38-42 of the Land Acquisition Act, I of 1894 have to be gone through. It has already been held that the acquisition of a building for a school was for a public purpose—*vide* Sir H. Winterbotham's note on page 2 of Notes to G.O. No. 307, Educational, dated 24th June 1903 and a similar application from the same mission disposed of in G.O. No. 51, Educational, dated 28th January 1910. *Prima facie* there appears, therefore to be no objection to the acquisition of the land required for extension of the B.G.M. College under sections 38 to 42 of the Land Acquisition Act. The Collector of Malabar may, in the first instance be authorized to hold the enquiry required by section 40 and to obtain from the Mission a draft of the agreement with the Secretary of State as required by section 41.

2. A draft order is submitted for approval.

P.R.—7-8-12.

C. RAMANUJACHARI—8-8-12.

L. DAVIDSON—9-8-12

From the Collector of Malabar, No. 738 M.P. of 1912, dated 25th January 1913.

Under section 39 of the Land Acquisition Act, 1894, the provisions of the Act can be put in force for the acquisition of land required by a company only after the agreement, referred to in section 41 of the Act has been executed by the company. In the present case the Collector of Malabar submits a draft agreement, which the company is willing to enter into with the Secretary of State. The draft agreement may, it is submitted, be forwarded to the Government Solicitor for scrutiny and return.

For a precedent please see G.O. No. 1599, Revenue, 14th May 1910.

A draft endorsement is placed below for approval.

S. KRISHNA AIYAR—14-2-13.

C. RAMANUJACHARI—15-2-13.

L. DAVIDSON—17-2-13.

[Memorandum No. 314-1, Educational, 18th February 1913.]

From the Government Solicitor, No. 300, dated 7th March 1913.

A draft memorandum on the lines of the Government Solicitor's letter calling for a draft "agreement" (and not a conveyance as already submitted) is submitted for approval.

C. RAMANUJACHARI—3-4-13.

C. S. ANANTARAMA AIYAR—3-4-13.

[Memorandum No. 767-1, Educational, dated 4th April 1913.]

From the Collector of Malabar, No. 733, dated 5th May 1913.

The revised draft agreement received from the Collector will have to be forwarded to the Government Solicitor for scrutiny. The Mission has separately applied to His Excellency for the acquisition of

Yes.
W. FRANCIS—2-6-13.

the land in question by Government and transfer to it free of cost. If this request

Wrong, I think.
W. FRANCIS—2-6-13.

the procedure under sections 40 to 42 of the Act. The usual procedure under section

Not necessary. If it be decided to grant the cost of the land, this can be done at any time.

W. FRANCIS—2-6-13.

C. RAMANUJACHARI—2-6-13

W. FRANCIS—2-6-13.

With reference to the Secretary's marginal note, it is respectfully submitted that under section 6 of the Land Acquisition Act, proviso to sub-section (1), if a portion of the compensation is paid from public revenues, a declaration under that section can be published. Please see G.O. No. 307, Educational, dated 24th June 1903 and G.O. No. 439, Educational, dated 13th May 1913. After acquisition the land will vest in Government and it will have to be alienated to the mission as in G.O. No. 304, dated 17th May 1904.

If the request of the mission to have the land acquired by Government and transferred to it free of cost is granted apparently the acquisition will have to be under section 6 but if on the other hand the provisions of the Act relating to companies are availed of, the cost of the site or portion of it that is determined upon will have to be given as a grant to the mission independently—which it was thought would not be advisable especially when the entire cost is to be borne by Government.

C. RAMANUJACHARI—6-6-13.

Whether or no, let the memorandum to Government Solicitor go out.

W. FRANCIS—7-6-13.

A draft memorandum is submitted for approval.

P. RAMUNNI NAYAR—4-6-13.

C. RAMANUJACHARI—6-6-13.

Approved.

W. FRANCIS—7-6-13.

[Memorandum No. 1564-1, Educational, dated 7th June 1913.]

From the Government Solicitor, No. 629, dated 17th June 1913.

A draft order is submitted for approval. For a precedent please see G.O. No. 1599, Revenue, dated 14th May 1910.

P. RAMUNNI NAYAR—19-6-13.

C. RAMANUJACHARI—19-6-13.

Approved.

W. FRANCIS—20-6-13.

[G.O. No. 585, Educational, dated 20th June 1913.]

EN DEPARTMENT

READ AGAIN G.O., No. 732 801, dated 10-8-1912; (write in full)

READ ALSO:—

C. No. 314, From the Collector of Malabar No. 738, dated 25-1-1913

767 Good Solicitor 300 7-3-1913

1564	Colls. of Malabar	738	5-5-1913
1927	Good. Solicitor	629	17-6-13

O R D E R.

No. 585-506, dated 20.6.1913

Not for E.T

Q

On a perusal of the report of the enquiry held by the Collector of Malabar in accordance with the provisions of section 40 of the Land Acquisition Act I of 1894, the Govt. are satisfied that the piece of land at Calicut, Malabar Dt., Survey No. 50/5A, 50/5B and 153/3 measuring 2.08 acres is required by the ^{German} Basel Mission Educational ^{Council} ~~Association~~ of Calicut for a purpose which is likely to prove useful to the public, vizt, for ^{Education of the} ~~the enlargement and adaptation of~~ ~~the buildings occupied by the~~ G. M. College, Calicut, ~~to~~

made them suitable for the purposes
and the construction of
of the village and a hotel, attached to

~~for~~ The Council is accordingly required under section 41 of the Act to enter into an agreement with the Secretary of State for India in Council in the terms of the draft agreement which was forwarded with the Collector's letter No. 738/ M.P. 12 of 5-5-13 and which is now approved by Govt.

2. The draft agreement is forwarded to the Govt. Solicitor who is requested to take steps for its due execution in communication with the Collector of Malabar and the B. G. M. Educational Council, Calicut.

3. The agreement after its execution by the Council should be forwarded to Govt. for the signature of a Secretary to Govt. on behalf of the Secretary of State for India in Council.

15. Orders regarding the publication of the agreement and the draft notification for the acquisition of the land will issue as soon as the agreement has been duly executed and registered.

To, the collector of malabar

" Govt Solicitor with the draft agreement

" Bird - 90 f. com.

None see
Ayer below

$\frac{10.6.13}{17.13}$

20/6

ORDINARY.

PREFERENCE.

URGENT (a).

LOCAL AND MUNICIPAL DEPARTMENT.

Current No. dated 191 ..

G.O., No. 58568, dated 20.6.13 191 ..

Number of MS. pages sent

Correspondence including order or orders

Notes..... 5.4.1913

Docket... hand acquisition

No. 6.9.13. In the case of the Commission

and received for the P. M. Clerk, C. M. C.

for the purpose of the P. M. Clerk, C. M. C.

for the purpose of the P. M. Clerk, C. M. C.

Number of copies required when struck off (not including

copies for volumes and editors' table which are retained

in the Press).

Complete correspondence and orders.

Notes.

For RECORD.*

Madras Records 25 12

City Records 4 4

For filing with original 32 17

Total 32 17

For ISSUE.†

Signature copies.....

India Office.....

Govt. of India..... Dept.

Revenue Department.....

Public Works Department.....

Educational Department.....

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(a) If a paper is marked to be printed urgently, the Superintendent of the section concerned should sign the Press slip. The Superintendent should exercise a careful discretion in the matter.

(b) Each letter, memorandum, or order, or set of orders, in the file of correspondence should be headed in succession with the Roman numeral I, II, III, etc., the number being written in red ink or blue chalk above the item. The particular papers to be printed in the special issue-copies should be indicated by the Roman numeral (I, II, etc.) by which that item has been headed in the correspondence file. All matter, including marginal remarks or references, to be printed should be written in ink and matter which should not be printed should be encircled. Initials and signatures that are not quite legible should be re-written distinctly.

(b) For rules regarding printing of notes, see the rules in G.O., No. 1220, Public, dated 30th November 1900.

(c) The number of copies and the details of distribution should be filled in by the Superintendent or Referencer concerned.

(d) In the absence of special instructions to the Press to keep matter standing for a specified period, ordinary papers of 8 pages and under will be kept standing for one week and larger papers for two weeks only. The type of notes and of all confidential papers is distributed immediately after striking.

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‡ To be initialed and dated.

TO PRESS, M
Clerk.

A

Please send proof in triplicate. The papers have been carefully edited.

B

Proof returned corrected. Please strike off and send number of copies as indicated.

Type may be released after usual interval.
at once.

C

As the matter is clear manuscript and has been carefully edited, (b) proof need not be sent. Please print and supply number of copies as indicated.

Type may be released after usual interval.

.....Clerk.

.....Clerk.

.....Clerk.

.....Dy. Supdt.

.....Dy. Supdt.

.....Dy. Supdt.

(b) Three copies of proof of all notes should be sent for approval, except when instructions are given to the contrary.

SPECIAL INSTRUCTIONS.

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Diary.	Initials of Press official.		
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First proof furnished on.....	18/7/13	18	
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Revised proof furnished on.....	24/3/14	24	
Corrected proof received for striking on.....	18/7/13	18	
Final copies supplied on.....	20/10/13	20	

Account of copies.	Complete copies.	Notes.	Issue copies.
Supplied to Secretariat for Record.....	32	17	
" " " Issue.....	11		
For Volumes.....	16		
For E.T.....			
Total ...	59	17	