

Edd(1915) Department.

Inis SERIES.

G.O. No. 973 Edd

DATED 6-9-15

[Despatch Abstract.]

Land acquired for the Cole's Memorial
Students Home and Boarding School

Returning duly signed
the deed of conveyance in respect
of the ——— Kwinoo.

BACK PAPERS.

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

FURTHER PAPERS.

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

CURRENT FILE.

Previous papers.

Go. No: 729 Edl: d/ the 20th June 1914
 " 166 Edl: d/ the 10th Feb: '14
 " 127 3 Jull: d/ 25. 6. '13
 " 361 Edl: d/ 24. 4. '13
 " 1082 Rev: d/ 17. 4. '11

EDUCATIONAL DEPARTMENT.

Received.....190 , Registered.....190 .

Subject.
Submitting the deed of conveyance of land to the American
Baptist Mission Kurnool for favour of execution.



ENCLOSURES.
No.
Spare copies

R.C. No. 30/Genl., of 1914.

Station Kurnool....., Dated the 18th August 1915.....190 .

From (Name) H.A.B. Vernon, Esquire, I.C.S.,

(Designation) Collector of Kurnool.

To The Secretary to the Government of Madras,
Educational Department.
OOTACAMUND.

Sir,

As ordered in para 3 of Government Order No.
729 dated 20th June 1914, I have the honour to submit --
herewith a deed of conveyance in favour of American ---
Baptist Mission Society approved by the Government Soli-
citor for the land acquired for the Coles' Memorial ----
Students' Home and Boarding school at the cost of the -
Mission for favour of execution and return.

I have the honour to be,

Sir,

Your most obedient servant,

Masunigam

For Collector.

H.S/18-8-15.

Rs 18 15

OFFICE NOTE.

SUBJECT. Execution of a deed of Conveyance
transferring Land to the American
Baptist Mission, Kurmool

From Collector, of Kurmool No 30/14, 27.8.15

Register No. 2894 Edl

The Collector of Kurmool has in pur-
suance of para 3 of G.O No 729 Edl of the
20.6.14, Submitted a deed of Conveyance
drawn in Consultation with the Govt. Solicitor,
for favour of execution and return. After execu-
tion of the deed by affixing the seal and signature
of the Secretary, the deed may be returned to the
Collector who will presumably take steps to
register the deed and hand it over to the School
authorities. A draft order is submitted for
approval, which may join with the concurrence

as
27/8/15
JH.
27.8.15

5-5-15

(Y)

H.I.C.F.

H.4 of G.O 1273 J.H.
25.6.13 (L)

② In the presence of
two witnesses.
[The month & date has
to be entered in the first
line of the deed.]

Department.

ROUTINE NOTES (WHICH ARE NOT TO BE (a) SENT OUT OF THE OFFICE
OR (b) INCLUDED IN THE ORIGINALS OF PROCEEDINGS
UNLESS THE NOTES ARE SPECIALLY MARKED
FOR RETENTION OR (c) PRINTED).

Subject of file.

Senia Suhl.

What is the need for all this
rigor? We require a
piece of land and give it to
them. Why should we also pay them
the value of the land and then
take it back, incidentally spending
Rs 35 on the deed & sale?

8

29.8.15

Submitted that there are two different
aspects of the transaction viz: (i) a conveyance
one to satisfy the law & the rules & (ii) a
~~business~~ direct business affair.

Under ~~these~~ ^{each of these} there are two different sets of transactions, relating to (a) the grant & (b) the acquisition. [In the first place it is observed that the land after acquisition vests in Govt. and has to be conveyed to the private body by means of a deed.] The conventional course to be followed in these cases is this.

Grant - The Govt. pay the grant ^(to the private body) for the acquisition ~~of the land~~ purchase of the land.

Acquisition. The Govt. acquire ~~the~~ under the Act the land required by the private body, which thereafter vests in the Govt.

Transfer. The private body pays out of the grant the cost of acquisition.

The Govt. transfer the land to the private body by sale in consideration of the amount paid as purchase money.

But the actual course followed is not as circuitous as above.

The Govt. acquire the land out of the amount promised

as grant - (without paying the grant in the first instance to the private body & then taking it back when the land is conveyed) and merely execute a deed of conveyance in favour of the private body, though the deed ^{in effect} ~~of fact~~ the conventional procedure referred to above of receiving direct payment for the sale of the land.

It will thus be seen that there is actually no payment to Mission & repayment by them to Govt.

If the deed is not in the form of a sale for consideration, ~~it should be~~ the transaction should be of the nature of gift to the private body by Govt., which is not obviously a desirable course in a case of this kind.

The stamp paper seems to have been supplied by the Mission. Please see endorsement at the back of the first sheet of the deed.

Al
31.8.15

A. Why in the name I can never
 sense when you are making
 a gift do you consider it "strictly
 desirable" to call it a sale?

eg

1.9.15

It is respectfully sub^d that the case in
 question does not seem to be a gift in
 the strict sense of the term.

The more important portion of the
 transaction is the grant; and when it
 is paid it becomes part of the funds
 belonging to the private party. Under
 ordinary conditions the fund would
 have been utilized in the purchase
 of ~~the~~ land by private negotiation.
 It is only in view of the special difficulty
 of acquiring valid title, that the aid
 of the Govt. for the application of the
 Act is invoked. The Govt. step in and
 take the land for themselves & then
 transfer it to the private body for the
 money paid by it out of the grant
 which had become its own. The
 question has been considered from
 the beginning, both by the private
 body & the Govt, as a question
 of grant of money and not as

a gift of land. In fact there has been no application for any gift of land. The short cut adopted has perhaps lent colour to the view that the transaction is a gift.

CA
39.15

...fully but that the ...
... seems to me hair splitting
and that the course adopted to be
not a 'short cut' but the usual
piece of circumlocution. Another
... you want to give a site
... give it and have done
with it.

I.S. I have long can show 15
with my signature tomorrow

5-5-15

READ AGAIN G.O. No., dated 191 .

" " " " " 191 .

READ ALSO:-

C. No. 2894 *Ed* From the *Collector of* *R.C.* No. 30/18, dated *18th August* 1915.
Kuruool *of 14*

" " " " " 191 .

" " " " " 191 .

ORDER.

mis ?

No. 973 *Ed* *mis* 6-9, dated 1915.

The deed of Conveyance
Submitted by the Collector of
Kuruool with his letter read
above ~~letter~~ ^{is} returned duly
~~signed~~
~~created~~.

as
27/8/15 *JL* *55.15*
27.8.15.

10
beyond
call registration
6.9.15

To The Collector of Kuruool
(900 with the deed
in original)

Copy to the D.P.D (Lao)

28
6/9 *6/9*

To the Collector of Kuruool
(900 with the deed
in original)
(200) 2.9.15 all of 1915

When given for copying —
When copied —
When examined —
When signed —

191 .

READ AGAIN G.O. No.
191 .

DATED

CURRENT No.

ENCLOSURES TO C. No.

ORDER OF GOVERNMENT

A A A A A A A

LETTER OF GOVERNMENT.

STATEMENT WITH DITTO

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

N.B.—

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