

Government of Madras.

HOME DEPARTMENT.

(EDUCATION)

G.O. No. 1215, 20th November 1916

NOTES
PRINTED

INDEXED

Land

Returning duly signed the deed of conveyance in respect of the — acquired for the
Tirukkattupalli High School, Tanjore district.

A.
B.
N.P. } (a)

Home DEPARTMENT.

ORDINARY
ROUTINE SERIES.

CIRCULATED.
NOT CIRCULATED.
NOT SEEN BY C.S.

+ G.O. No. 1215, dated the 20th Nov 1916

Receipt numbers . .

3880

Number and date of
previous proceed-
ings.

Tabling Abstract.

Land
Returning duly signed the
deed of conveyance in respect
of me — acquired for the
Jin Kattupalle High School,
Tanjore district

(b) Index Headings.

MAIN HEADING

Land

CROSS REFERENCES.

Conveyance deed
Jin Kattupalle High School

SPECIAL INDEX

DO NOT SPECIAL INDEX.

CIRCULATED
NOT CIRCULATED
NOT SEEN BY G.O.

DEPARTMENT

ORDINARY ROUTINE SERIES

A
B
(a)
N.P.

G.O. No.

101

dated

Prescribed numbers

Number and date of
Provisional Record

Telling Abstract

(b) Index Heading

MAIN HEADING

OTHER REFERENCES

SEPARATE INDEX

DO NOT SEPARATE INDEX

Government of Madras.

HOME DEPARTMENT

(EDUCATION)

G.O. No. 1215, 20th November 1916

N.P.

ORIGINAL

Land

Returning duly signed the deed of conveyance in respect of the — acquired for the
Tirukkattupalli High School, Tanjore district.

GOVERNMENT OF MADRAS

HOME DEPARTMENT

(Education)

READ—the following papers :—

I

G.O. No. 166, Educational, dated the 10th February 1914.

ABSTRACT.—Directing, with remarks, the publication in the *Port St. George Gazette* of a notification for the acquisition of 6-879 acres of land required for the Tirukkattupalli High School in the Tanjore district and declining to accept the suggestion of the Director of Public Instruction that the Government should retain a perpetual lien on the property.

II

Letter—from J. R. HUGGINS, Esq., I.C.S., Collector of Tanjore.

To—the Secretary to Government, Home (Education) Department.

Dated—the 27th October 1916.

No.—R.C. 229/G. & B. of 1914.

With reference to paragraph 3 of G.O. No. 166, Educational, dated 10th February 1914, I have the honour to forward herewith, for favour of execution, the deed of conveyance prepared by the Government Solicitor, Madras. The draft was approved by the Hon'ble Sir P. S. Sivaswami Ayyar before it was sent to the Government Solicitor for being engrossed and stamped.

Order—No. 1215, Home (Education), dated the 20th November 1916.

The deed of conveyance submitted by the Collector of Tanjore with his letter read above is returned duly signed.

(True Extract)

P. RAJAGOPALA ACHARIYAR,
Secretary to Government.

To the Collector of Tanjore with deed to be sent registered.
" Director of Public Instruction.

ANNEXURE

Deed

THIS INDENTURE made the fifteenth day of November one thousand nine hundred and sixteen between the Most Honourable the SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called "the vendor") of the one part and the Honourable Sir P. S. SIVASWAMI AYYAR, K.C.S.I., C.I.E., hereinafter called the purchaser of the other part. WHEREAS the pieces or parcels of land and premises described in the first part of the schedule hereto and intended to be hereby granted conveyed and assigned were duly acquired by the vendor under the provisions of the Land Acquisition Act of 1894 and WHEREAS the compensation money was paid partly by the Government of Madras from Provincial funds on behalf of the vendor and partly out of funds belonging to and paid by the purchaser and WHEREAS some of the claimants for compensation have applied to the court for enhanced compensation under section 18 (2) of the Land Acquisition Act and the purchaser has agreed to pay any increased compensation that may be awarded by the courts and whereas the piece or parcel of land and premises described in the second part of the schedule hereto belong absolutely to the vendor and he has agreed to sell the same to the purchaser for the sum of four hundred and fifty-five rupees six annas and five pies and WHEREAS it has been agreed between the vendor and the purchaser that in consideration of a sum of nine thousand one hundred and eighty-six rupees ten annas and six pies being the proportion of the compensation so paid by the purchaser as aforesaid and of the sum of four hundred and fifty-five rupees six annas and five pies paid by the purchaser to the Government of Madras for the vendor the vendor shall execute in favour of the purchaser such a conveyance of firstly the said pieces or parcels of land and premises described in the first part of the schedule hereto and secondly of the piece or parcel of land and premises described in the second part of the schedule hereto 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 respective sums of nine thousand one hundred and eighty-six rupees ten annas and six pies and four hundred and fifty-five rupees six annas and five pies so paid to the vendor as aforesaid the receipt whereof the vendor doth hereby admit the vendor doth hereby grant convey and assign unto the purchaser his heirs executors and administrators representatives and assigns. First all those pieces or parcels of land and premises situate in the village of Tirukkattupalli in the taluk of Tanjore and more particularly described in the first part of the schedule hereto. Secondly all that piece or parcel of land situate in the village of Tirukkattupalli in the taluk of Tanjore and being more particularly described in the second part of the schedule hereto together with all buildings fixtures trees commons hedges ditches fences ways waters water-courses liberties privileges easements advantages and appurtenances whatsoever to the said pieces or parcels of land and premises in any wise appertaining or heretofore occupied or enjoyed therewith and all the estate right title interest property claim and demand whatsoever of the vendor into and upon the same premises to have and to hold the said pieces or parcels of land and premises hereby granted conveyed and assigned unto the purchaser his heirs executors administrators representatives and assigns for ever and the vendor doth hereby for himself and his successors covenant with the purchaser his heirs executors administrators representatives and assigns that notwithstanding any act deed or thing by the vendor done or executed or knowingly suffered to the contrary he the vendor now hath good right to grant convey and assign the premises hereby granted conveyed and assigned unto the purchaser his heirs executors administrators representatives and assigns in manner aforesaid and that the purchaser his heirs executors administrators representatives and assigns shall at all times hereafter peaceably and quietly possess and enjoy the said premises and receive the rents and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendor of his successors or any person or persons lawfully or equitably claiming through or under or in trust for him or them and that free from all incumbrances whatsoever made or suffered by the vendor or by any other person or persons claiming as aforesaid and further that he 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 through 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 his heirs executors administrators representatives and assigns 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 his heirs executors administrators representatives and assigns in manner aforesaid as shall and may be reasonably required and the purchaser doth hereby for himself his heirs executors administrators representatives and assigns covenant with the vendor his successors and assigns that the purchaser his heirs executors administrators representatives or assigns will pay any enhanced compensation that may be awarded by the courts in regard to the value of the lands acquired and described in the first part of the schedule hereto and keep the said vendor his successors and assigns indemnified against all actions proceedings costs damages claims demands and liability in respect of the payment of such enhanced compensation and that the purchaser his heirs executors administrators representatives and assigns will

at all times hereafter pay all assessments and taxes that are or may from time to time be levied upon the said pieces or parcels of land and premises described in the schedule hereto by the Government.

In witness whereof the Honourable Diwan Bahadur PERUNGAVUR RAJAGOPALA ACHARIYAR Secretary to the Government of Madras Home (Education) Department by order and direction of His Excellency the Governor of Fort St. George acting for and on behalf of the vendor and the Honourable Sir PAZAMARNERI SUNDARAM AYYAR SIVASWAMI AYYAR, K.C.S.I., C.I.E., have hereunto set their respective hands and seals the day and year first above written.

The schedule above referred to.

First Part.

All those pieces or parcels of land situate in the village of Tirukkattupalli in the Registration Sub-district of Tirukkattupalli and Registration district of Tanjore and bearing the survey numbers and boundaries and extent as under.

Second Part.

All those pieces or parcels of land situate in the village of Tirukkattupalli in the Registration Sub-district of Tirukkattupalli in the Registration district of Tanjore and bearing survey numbers and boundaries and extent as under.

Signed sealed and delivered by the abovenamed P. RAJAGOPALA ACHARIYAR.
Perungavur Rajagopala Achariyar in the presence of

C. Ramanuja Achariyar, Registrar,
Home Department.

T. Krishnaswami Ayyar, Superintendent,
Home Department.

Signed sealed and delivered by the abovenamed PAZAMARNERI SUNDARAM AYYAR SIVASWAMI AYYAR in the presence of—
K. R. Ardhanariswara Ayyar.
P. Ramanathan.

P. S. SIVASWAMI AYYAR.

NOTES CONNECTED WITH G.O. No. 1215, HOME (EDUCATION),
DATED THE 20TH NOVEMBER 1916.

[SUBJECT.—*Deed of conveyance in respect of the land acquired for the Tirukkattupalle High school.*]

I

Previous papers :

G.O.	1273,	Judicial,	25th June 1913
"	166,	Educational,	10th Feb. 1914
"	973	"	6th Sept. 1915
"	1129	"	11th Oct. "
"	885,	Home (Education),	17th Aug. 1916

II

From the Collector of Tanjore, R.C. No. 229/G. & B., dated the 27th October 1916.

HOME (EDUCATION) DEPARTMENT.

Please see rules 53 and 55 of the Grant-in-Aid Code and the forms of deeds given in Appendices O and P of the Code. A provision is usually entered in deeds of conveyance of land that the land is to be used only for educational purposes and if it is used for other than educational purposes the purchaser shall pay to the vendor the sum of Rs. , etc.—vide for instance the copy of the deed of conveyance of land on pages 4 and 5 of G.O. No. 885, Home (Education), dated the 17th August 1916. Such a provision is not to be found in the deed now submitted by the Collector. For orders whether the omission may be pointed out to the Collector of Tanjore and he may be asked to get the deed revised.

S.N.P.—2-11-16.

T.K.—4-11-16.

The land required for this school was acquired under the Land Acquisition Act and the cost of acquisition was borne in part from the Provincial funds. As the land after acquisition under the Act has vested absolutely in the Government, it has to be conveyed to the school authorities by a formal deed of conveyance. In consideration of the grant-in-aid given by the Government, the land has to be mortgaged to the Government, under rule 55 of the Grant-in-Aid Code, for a period of 40 years, with the undertaking that it will not during that period be used for any other purpose than educational. There are thus two distinct transactions, one, a conveyance, and the other, a mortgage. The deed in the file relates to the former. In view of the fact that there is to be another deed mortgaging the property to the Government, it would *prima facie* seem unnecessary to import into the conveyance deed any stipulation as to the use of the land. The deed in G.O. No. 885, Education, dated the 17th August 1916, however, differs in this respect from the present one. It seems, however, unnecessary to follow that precedent in this case for the reasons stated above. If the Director of Public Instruction agrees, the deed may be executed. The file may be sent to him u.o. for remarks.

C. RAMANUJA ACHARIYAR—6-11-16.

P. RAJAGOPALA ACHARIYAR—8-11-16.

Dec
TPTD

Home (Education) Department.

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C. RAMANUJA ACHARIYAR—6-11-16.

P. RAJAGOPALA ACHARIYAR—8-11-16.

27
2 P
2 P

2 NOTES to G.O. No. 1215, HOME (EDUCATION), 20TH NOVEMBER 1916

OFFICE OF THE DIRECTOR OF PUBLIC INSTRUCTION.

I think it may be executed. As pointed out the mortgage deed will ensure the educational use of the land.

J. H. STONE—11-11-16.

HOME (EDUCATION) DEPARTMENT.

A draft order is submitted for approval.

2. The deed has to be signed by the Secretary in the presence of two witnesses. The Secretary's name in full has been entered in the proper places in the deed. After

P. S. SIVASWAMI AYYAR—16-11-16. signature by Secretary the case may be passed on to the Hon'ble Sir P. S. Siva-

swami Ayyar for his signature in the deed.

S.N.P.—12-11-16.

T.K.—12-11-16.

C. RAMANUJA ACHARIYAR—14-11-16. X

P. RAJAGOPALA ACHARIYAR—15-11-16.

For orders as to issue of draft already approved of by the Secretary.

S.N.P.—17-11-16.

T.K.—17-11-16.

C.R.—19-11-16.

[G.O. No. 2016, Home (Education), dated 20th November 1916.]

1215

ORDINARY.

PRESS SLIP.

~~PREFERENCE~~~~URGENT (a)~~

Sectt. II—38—3-14.

Home (503) DEPARTMENT.

Current No. dated 191

G.O. No. 1215, dated 28th Nov 1916.

Number of MS. pages sent ^(b) Correspondence.....
^(b) Notes.....

Brief subject.....

(a) Number of copies required when struck off (not including copies for volumes and editors' table which are retained in the Press).	E. T. copies to supply requisitions for purchase by the public.	Complete correspondence and orders.	Notes.
For Record.*			
Madras Records	4	20	20
Outy Records		6	6
For filing with original		1	1
Total		27	27

For Issue.†

Signature copies.....

	Letter only.	Complete G.O.	(b) Special issue copies of G.O.		Notes.
			No.	Papers.	
India Office.....					
Govt. of India..... Dept.					
Revenue Department.....					
Public Works Department.....					
Local and Municipal Department.....					
Educational Department..... Dept.					
Public Dept.....					
Judicial Dept					
Political					
Financial Dept..... Total					
Marine Dept.....					
Ecclesiastical Dept.....					
Total					

Spare copies

The 2009	6		
The			
The Colls. of Mysore	8		
The			
The			
The			
The			
The Ephra	6		
The			
The			
The			
The			
The			
The			
Total	20		

INSTRUCTIONS FOR THE SECRETARIAT.

(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 rule 315 of the office Manual.

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

(e) This slip, properly and completely filled in, should accompany every paper sent to Press; it will be returned by the Press when proofs are furnished; it should be sent to the Press when a call is made for revised proofs or when a corrected proof is sent for striking. When finally returned by Press it should be filed with the original order or letter.

INSTRUCTIONS FOR THE PRESS.

(a) If, in the opinion of the Superintendent of the Press, a paper has been marked urgent unnecessarily, he should send the Press slip to the Registrar with a remark to that effect.

(b) Unless a note to the contrary is made against the matter, pencil entries should not be printed. The Superintendent of the Press may bring to the notice of the Registrar any instance of incomplete or careless editing.

(c) Signature copies of letters to the Secretary of State or to the Government of India should be printed on hand-made paper.

(d) This slip should be returned by the Press to the Secretariat when proofs are furnished; it will be sent back to the Press when proofs are returned corrected and should be finally returned to the Secretariat when struck-off copies are supplied.

(e) The names of the Secretary and Members should be printed in full when they occur on the right hand side, only the first time when they appear on the left side, the initials alone being printed later.

* Copies distributed on (Press Clerk).

† Copies distributed on (Press Despatcher).

‡ To be initialled and dated.

[P. O.]

TO PRESS, MADRAS CITY.

A

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

Referencer.
Clerk.

Supdt.

B

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

Type may be released after usual interval at once.

Referencer.
Clerk.

Supdt.

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.

Referencer.
Clerk.

Supdt.

SPECIAL INSTRUCTIONS.

TO BE FILLED IN BY THE PRESS.

Diary.		Initials of Press official.		
Received in Press on.....		22/11/16		
First proof furnished on.....				
Call for revised proof received on.....				
Revised proof furnished on.....				
Corrected proof received for striking on.....				
Final copies supplied on.....				

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" " " Issue.....				
" " " for Extra E.T. copies to supply requisitions for sale to the public.				4
For Volumes.....				
For supply to newspapers and institutions admitted to the privileges of the E.T.				
Total ...				