

Home (1918) Department.  
(Education

Ordinary SERIES.

G.O. No. 443.

DATED 5-4-1918. 18

INDEXED

[Despatch Abstract.]

Acquisition of land.

Directing the publication of a notification for the -----  
required for the extension of the S.P.G. College, Trichinopoly and  
sanctioning a grant of Rs. 16,360. towards the cost of acquisition.



*Received*

19

Registered 231 1917

191

*Subject.*

Submitting for orders of Government a copy of letter No. 827 C/16, dated 23rd December 1916 of the Principal regarding the acquisition of certain sites for the S.P.G. College, Trichinopoly.

ENCLOSURES

No. \_\_\_\_\_

Ref. on Cur. No. 27/17, 22<sup>nd</sup>

Station Madras, Dated the ~~19th~~ January 1917

From (Name) The Hon. Mr. J. H. Stone, M.A.F.R.H.S., C.I.E  
(Designation) Director of Public Instruction.

To The Secretary to the Government of Madras,  
Home (Education) Department.

Sir,

With reference to G.O.No.988 Home (Education) dated 16th September 1916 declining to proceed with the acquisition of certain land required for the S.P.G. College, Trichinopoly, I have the honour to submit for favour of orders a copy of letter No. 827C/16, dated 23rd December 1916 of the Principal requesting a reconsideration of the matter.

I have the honour to be,

S i r,

Your most obedient servant,

R. A. Grievé

for Director of Public Instruction.

P.V.

20.1.17



23rd December 1916.

To

The Rev. Allan F. Gardner, M.A.,  
Principal.

To

The Director of Public Instruction,  
Madras.

Sir,

I have the honour to acknowledge with thanks your communication Dis. No. 6530 of 1916 of the 27th September 1916.

I have the honour to submit the following particulars to your kind consideration.

1. The College approached the Government in this matter only after ascertaining from the local Revenue authorities the approximate cost of the proposed acquisition. We were informed that the total cost would not exceed Rs.16,000 at the rate of Rs.2,000 an acre for the area of about 7 acres which we proposed to acquire.

Towards the cost of this acquisition the Government was pleased to promise a grant-in-aid of half the actual cost.

2. Now however we are informed by the Government (Vide G.O. No. 988 (Education) of 16th September 1916) that the cost of the acquisition has been estimated at something between Rs.40,000 and Rs.80,000. This represents an enormous increase on the original estimate of the value which can hardly be due entirely to the changes in the personnel of the local staff of the Revenue department.

3. We respectfully suggest that the present authorities may possibly have valued the land as house sites and not as a garden (which it actually is), since when we originally attempted to purchase the land by private negotiation the owner wished us to regard the land as house-site and to pay for it as such. This we refused to do and



3  
instead of prolonging the private negotiations further we applied to Government to acquire the garden as such. We think it probable that similar representations were made by the owner to the Revenue authorities, and possibly the latter have been influenced by them in valuing the land. Otherwise it would be difficult to account for the abnormal difference between the original and the present valuation.

4. If the Revenue authorities have valued the land as a house site and not as a cocoanut tope (which it actually is) we would respectfully but strongly protest against such a valuation. Section 24 (5) of the Land Acquisition Act specifically precludes any such prospective valuation of land to be acquired under the Act. The garden is now only a tope consisting of cocoanut, mango and other trees and is leased out as such. The annual lease actually amounts to only Rs.775. Capitalised at 20 years' purchase this would amount to Rs.15,500 which is practically the figure given to us by the Revenue authorities originally.

Further not merely is the area not house site, but owing to its low level it will be an expensive matter to convert it into house site, and it is only the College that would use it as such. Its interior situation makes it unsuited for residences that would have no access from the College side either on the North or on the West. Besides this, the site as a whole (about 10 acres) was purchased by the Present owners father for only Rs.13,250. While admitting that this purchase was made about 20 years' ago, we do not understand how the value of about  $\frac{1}{2}$  of this garden could now as a garden have amounted to nearly Rs.80,000 or about six times the original value of the whole tope.

There may be more trees now than formerly <sup>but</sup> by the value of the trees can easily be assessed by the Revenue authorities but it is difficult to understand how any tope

however rich, could be worth anything like Rs.6,000 to Rs.11,000 per acre. 4

There was a similar cocoanut tope lying about one hundred yards from the College, situated at the junction of two important main thorough fares of this town, this commanding a most valuable site. It was recently acquired through the Government at the rate of only Rs.12 a cent for the land and Rs.2-8-0 for each cocoanut tree. If there is any difference between the land which we wish to acquire and that land it is that the latter provided far the more attractive site. In that case, however, the owner did not even appeal against the rate assessed.

Now we are asked to pay from about Rs.60 to Rs.100 a cent or more, for the garden we wish to acquire.

In these circumstances, the College authorities will feel very much obliged if the Government be pleased to enquire further into this matter, and to reconsider the data on ~~xxx~~ which the present value was fixed by the Revenue authorities, and to ascertain whether circumstances have changed to such an extent and in so short a time as to justify an increased valuation of from Rs.40,000 to Rs.80,000 as against Rs.20,000 originally reported to us last year.

We feel compelled to make this further representation in view of the urgency of the need of the College for an additional hostel and other extensions. The urgency of the case we have already represented in our to the Director of Public Instruction (No.134 C/16, dated 21st February 1916.

I have the honour to be,

/Sd/ A.F. Gardiner.

/True Copy/

R. A. Grieve

for Director of Public Instruction

M  
20.1.17.



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[C. 16. 303 802]

Seet. II-8 (f)-25,005-27-4-15.

Home (Eos) Dept.

Encl. N. 303-1  
24-1-17

Referred to the collector  
of Trichinopoly for  
report.

CA  
24-1-17

To

The Collector of Trichinopoly  
with C.F. in original  
to be returned with reply.

For reply  
12-3-17  
Received  
with reply  
15-1-17

SMD  
23-1-17  
JL  
24-1-17



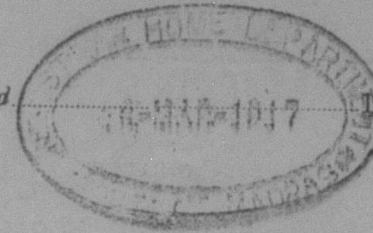
Confidential  
EDUCATIONAL DEPARTMENT.

R.F.D.—80-j.

Educ<sup>n</sup>  
1378

16 3 1917.

Received



Registered

Subject.

Reporting to Government regarding the valuation of the 7 acres and odd of land known as Singara tope required for the extension of the S.P.G. College at Trichinopoly.

DESPATCHED  
14 MAR 1917

ENCLOSURES.

No. 3 and

3 Shrub.

Spare copies

R.Dis. No. 207/Rev.of 1917.

Station Trichinopoly., Dated the 13th March 1917.

From (Name) E.S. Lloyd, Esquire, I.C.S.,

(Designation) collector of Trichinopoly.

To the Secretary to the Government of Madras  
(HOME) Educational Department.

M a d r a s.

Sir,

I have the honour to return the enclosure to endorsement No.303-1, dated 24th January 1917 and to report as follows:

2. The Principal of the S.P.G. College takes objection to the valuation reported in this office R.Dis. No.924/R.of 1916, dated 7th August 1916 of a portion of what is known of the Singara Tope wanted for an additional hostel and other extensions of the College. The valuation was only approximate and I remarked at the time that it was very difficult to determine what the eventual decision of the Acquisition officer and the Courts would be in such a case.

3. On receipt of the letter under reference I have

pp1-2 of 985 985 16.9.16 (L)



made further inquiries and now forward for the information of Government copies of the Divisional Officer's letter D.Dis.No.301 pp10-13 mpa Rev. of 1917, dated 4th March 1917 and of its enclosures. pp14-17 mpa

4. The Principal argues that as the rent of the whole tope, <sup>para 4 on</sup> about 10 acres, is only RS.775/- per annum the capitalised value at <sup>p3 ante</sup> 20 years purchase would only amount to RS.15,500 which is practically the figure he was originally led to expect he would have to pay. Assuming that the rental value was the basis of the original rough estimate the Divisional Officer points out that an additional RS.240 <sup>p10 mpa</sup> per annum would have to be taken into account for the house occupied by the contractor. Adding this the annual income is RS.1015 per annum. This capitalized at 20 years purchase would give RS.20300 excluding the 15% additional compensation. This is no doubt one method of valuation which may be taken into account. The valuation is for the whole garden and a proportional deduction might be made as only about 7½ acres is said to be required. On the other hand an allowance might probably have to be made for severance ~~of~~ the whole was not acquired.

5. A second method of ascertaining the value of a <sup>piece?</sup> price of land is to consider the price paid bona fide for it at not too distant a date. In this case the whole land was purchased in 1892 for RS.13250. The price of land has much increased since then and this particular garden has been much improved and cannot I think be fairly valued at less than double what was then paid for it. This would give roughly RS.26500.

6. A third method is to consider the prices fairly recently paid for more or less similar lands in the neighbourhood.

7. The Divisional Officer brings to notice that the Roman Catholics were on the point of purchasing for a Girls school in 1911 a piece of land immediately adjoining the Singara Tope and measuring 1.81 acres. For this they agreed to pay the very large sum of RS.18000. The bargain fell through and much reliance cannot be placed upon it, but as pointed out by the Divisional Officer the owner may possibly bring this case to notice if the acquisition of the tope is carried out.

8. Instead of the land above referred to, a low lying piece

of wet land a short distance from the Singara Tope was purchased for the girls school in 1912. The amount paid was RS.7500 for 2.35 acres. I doubt if this land is worth more than the tope and this sale would certainly be taken into consideration. <sup>AS- were to be</sup> Assuming that on this analogy the tope/valued at RS.3000 per acre the total for 7½ acres would be RS.22,500.

9. There is a further instance of land recently acquired in the neighbourhood for the District Board chatram. In this case the extent was only .95 acres and the valuation was at the rate of RS.12 per cent. The Principal makes much of this case and points out that the owners did not appeal. This is no doubt is a strong point but I doubt if the two cases could be properly compared. The fact that there were old Muhammadan tombs on the land would have much depreciated its value in the open market. The owners who were ignorant Muhammadans strongly objected throughout to the acquisition on sentimental grounds and were concerned with the supposed interference with the tombs and with the possibility of getting another piece of land elsewhere rather than with the money value of the land. However this case is probably the strongest point in the Principal's favour.

10. I am aware how much the College covet the Singara tope and how essential it is for their development that they shall be able to purchase it. I have certainly no wish to prevent their doing so but, if the land is to be acquired, it is only right to make a cautious estimate as to the price which will have to be paid. The figure originally reported <sup>possibly</sup> may ~~probably~~ be rather too high but it is best to be on the safe side. Experience shows that the courts are very liable to enhance the valuations of Land Acquisition officers on appeal and it is good policy to pay liberally in the first instant.

11. In the draft notification submitted last August the price of the land was put down as RS.31,075-14-0. For the reason given in paragraph 7 above it may possibly be reduced to RS.3000 per acre or RS.22,500 for the 7½ acres required. To



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this must be added the price of houses, wells and trees plus 15% on the whole. The total will be Rs. 32,720 and I cannot believe it will be acquired for less and may well eventually be found to be more.

12. I do not think it is necessary to enter into the very difficult question as to whether the land has already a house site value. The figure I have given above may I think be considered as approximately what it would be likely to fetch in the open market.

I have the honour to be,

Sir,

Your most obedient servant,

*D. D.*  
For Collector.

R. K.  
14.3.17

10

D. D. 301 / Rev. of 1917.

Resubmitted.

I have perused all the records of the case and inspected the site in the presence of the Tahsildar and the owner, with the following result:

The rental of the tope is reported to be Rs. 775/- per annum as stated in the letter of the Rev. Allan F. Gardiner, M.A., Principal. The Principal suggests that 20 times the lease amount would be an equitable price to pay for the land. In this estimate the Principal has not taken into consideration the rental of Rs. 240/- per annum, which is paid by Narayanaswami Ayyar, contractor, for a house in the tope wherein he lives. The process of arriving at the market value, suggested by the Principal, cannot be adopted for purposes of land acquisition, especially in the case of topes and gardens in towns. For there may exist a fine garden in the heart of a town. It may be used as a pleasure garden and may not therefore yield any revenue to its owner. In that case is the tope to be valued at nothing? With regard to the case on hand it is submitted that the tope consists of a large number of crotons, flower plants etc., which occupy a considerable portion of it, but yield no revenue to the owner, as they are intended more for pleasure than as a source of income. If the value is fixed as suggested by the Principal, then the land on which the crotons etc. exist would be practically left unvalued and the amount arrived at will not represent the correct value of the whole land. Moreover even if the suggestion of the Principal, so far as the proportion between the rental and market value of the tope is concerned, be adopted, I do not think the estimate of Rs. 15,000 can be said to be fair. For the owner represented to me that when the tope was purchased by his father for Rs. 13,250 in 1892, it was leased out for an annual income of Rs. 200/- and that as the lease amount is now 4 or 5 times what it was 25 years ago, the market value of the land should also be

increased



increased proportionately. I think his contention is reasonable.

The Singara tope cannot, I think, be compared, in fairness, to the land acquired for the District Board Chatram. For the former is in the interior of the town and has houses situated on two sides of it viz., in the east and south, while the latter stands in a corner separated from the inhabited portion of the town with roads on two sides and wet lands on the other two. If both the sites are tendered for sale, people would by many times prefer the former to the latter and pay more, as houses and property in the former locality are more safe and less exposed to danger than those in the latter.

Sister Sophie, correspondent of the Roman Catholic Girls' School, has sent me a copy of the sale deed of 1912, in which 2 acres and 35 cents of land on which the school has been constructed, were purchased by the mission for Rs. 7,500. The value of the trees etc., being excluded, the cost price of land amounts to more than Rs. 3,000 per acre, which exceeds by one half the rate proposed by the Principal. I think even this value cannot be adopted for our purposes, for at the time of purchase the land was almost in a level with the adjoining wet lands and its level was raised at a great cost before the school was built on it. Even now in my opinion it is lower in level than the Singara Tope.

The owner of the tope desires that it should be valued at the rate at which the Nawab's garden just adjoining it to the north-east, was proposed to be purchased by the Manager of St. Joseph's College from the Prince of Arcot in 1911. An agreement was arrived at between the two, in virtue of which the former paid Rs. 1000 in advance and agreed to pay Rs. 18,000 for 1.81 acres of land, i.e., at the rate of Rs. 10,000 an acre nearly. In para 4-a of the office-note dated 6-2-1917 it is stated that the facts contained in this agreement cannot be accepted without proof. The owner has now submitted a certified copy of the agreement which, though unregistered, was admitted as evidence in S.S.No.9 of 1915 on the file of the Subordinate Judge of Trichinopoly, and it is enclosed herein for reference. Though the sale was not effected as proposed in the agreement, yet the document is

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in my opinion a material piece of evidence to be considered in deciding the collateral value. I inspected the land referred to in this document also. It is a piece of dry land north-east of the S.P.G. College and behind the Dodson Press building, with hollows and depressions here and there and with a few trees. It has to be levelled in some places and raised in others, before it can be made fit to build upon. A big wall separates this from the Singara Tope. So far as I see, this land is only a foot or two higher than the northern portion (about 3 acres) of the tope and the level of the latter is about 2 feet lower than that of the southern portion (4 acres). This latter portion (4 acres) is fit to build upon as it is. The level of the northern portion of 3 acres will have to be raised by about 2 feet before houses are built. I think that if the owner produces the agreement at the time of award enquiry and demands compensation at the rate referred to therein, the acquisition officer is bound to consider his claim favourably and even if he does not do so, the owner is likely to succeed if he pursues his claim in a court of law. The chief objection of the Principal is that the land which is a tope in bhustiti should be valued as such and not as a house-site, as in that case prospective value will be adopted, which is opposed to rules. I do not think the Principal is quite right in his view. For in my opinion a site fit for building houses and situated in the midst of houses or in the habitable portion of the natham, should be valued as a house site, whether it is tope in bhustiti or houses exist on it. In these circumstances, I am inclined to think that the valuation made by my predecessor is favourable to the <sup>Institution</sup> rather than otherwise.

It is not clear on the strength of what report the Principal alleges in his petition that he was informed that Rs. 20,000 would be a proper valuation for the land. I looked into the confidential papers and I see nothing to show that such a report was sent. The then Tahsildar Mr. S. Koil Pillai reported to the Divisional

Officer



13  
Officer on 5-6-1916 that Rs.20,275 would be a fair value to pay for the land including 15 % addition. It is probable that this is what the Principal refers to. The Divisional Officer Mr. Pichu Ayyar inspected the land after the report, made enquiries and made the recommendation which was sent up by the Collector to Government. There is no doubt at all that the Divisional Officers <sup>valuation was correct</sup> and the Tahsildar's incorrect.

All the records received from the Collector are resubmitted herewith together with copies of the agreement and sale deed referred to above.

/Sd./ V.N. Viswanatha Rao,  
4--3--1917.  
Revenue Divisional Officer.

/True Copy/

*Sd.*  
For collector.

*R.K.*  
*14.3.17.*

No. ----- of 1910.

10  
Sadur-ul-Maham's Office,  
Amir Mahal, Madras,  
Dated 27th May 1911.

14  
I, Khan Sahib Anwaruddin Sahib Bahadur, Agent to the Honourable the Prince of Arcot K.C.I.E. appointed under his general Power of Attorney dated 10th January 1910 and recognised as such by Government do hereby agree to convey to His Lordship the Roman Catholic Bishop of Trichinopoly, land measuring about Acre 1 and 81 cents (one acre and eighty one cents) as per plan attached hereto bounded on the south by Singara Tope garden; the west by Singara Tope Garden and Hasan Bagh Mosque Tank; on the north by a room belonging to Hasan Bagh Mosque, Hasan Baugh Tank and China Bazaar Road; on the east by Double Mall Agraharam plot belonging to the endowment, enjoyed by Subramania Ayyar on permanent lease, Single Mall street and Town Hall Buildings and situated in Trichinopoly Town, Trichinopoly Taluk, Trichinopoly District belonging to and forming part of the endowment property under the Trusteeship and control of the said the Honourable the Prince of Arcot K.C.I.E. for the sum of Rupees Eighteen Thousand (Rs.18,000) without any commission from either party as settled in person.

I have this day in pursuance of the said Agreement received the sum of Rupees one Thousand (Rs.1000 per cheque No.045080 dated 26th May 1911 on the Bank of Madras drawn by J.P. Burn S.J. in favour of Mr. F.G. Natesa Ayyar and endorsed by the latter to me) as an advance. The balance of Rupees Seventeen Thousand (Rs.17000/-) I agree to receive <sup>on</sup> the date of the registration of the sale deed at Trichinopoly.

I shall duly execute the sale deed on or before the 1st of August 1911.

The cost of conveyance and other incidental charges shall be entirely borne by the said Roman Catholic Bishop of Trichinopoly, the purchaser of the land above referred to-----

(Sd). Anwaruddin. (Written in one anna stamp)

Witness:-- (Sd) F.G. Natesa Ayyar, of St. Mary's Tope, Trichinopoly

Written by (Sd). M.G. Pershad. Rs.1000/-



S. G. Govt O.S. No. 59 of 13 dated 27/2/13.

Sealed. District Munsif's Court, Trichinopoly. Received 12th February 1913. Sealed District Munsif's Court, Trichinopoly. Received 13th February 1913. Sealed District Munsif's Court, Trichinopoly O.S. No. 59 of 1913. Produced on the 13-2-1913 by plaintiff. Admitted in evidence on 28th March 1913 and filed as Exhibit A.

(Ind) V.S.K. District Munsif.

Sealed. In the Court of the Dist. Munsif of Trichinopoly.

Original Suit No. 59 of 1913.

I hereby certify that this document is chargeable with a stamp duty of Eight annas under Article 5 (b) schedule 1 of the (Invisible) deficient stamp duty of Rupees Half (Invisible) of Rupees Five have been levied from Mr. C. Kumarachakravarti Ayyangar, vakil for plaintiff in Original Suit No. 59 of 1913 on the file of this Court and who is a resident of Trichinopoly Taluk.

28th March 1913. (Sd) V.S. Krishna Ayyar, District Munsif.

The stamp duty and penalty (Rs. 5-8-0) paid. (Sd) V.S. Krishna Ayyar, District Munsif, 28-3-1913. Superseded by decree.

/Sd/ V.S. Krishna Ayyar, District Munsiff.

/True Copy/. Typed by :-- (Sd) T.M. Swaminatha Ayyar, 10-1-1914.

Examined by:-- (Sd) K.V. Natesan, 10-1-1914. (Sd) G. Muthuswami, 10-1-14. Superintendent.  
3rd sheet and last Memo. No. 608. Sealed.

Application Made 15-12-1913. Stamp papers called for 9-1-1914.

Do. deposited. 10-1-1914. Copy ready 10-1-1914. Do. delivered-- 10-1-1914. (Ind) G.M. Superintendent.

S. G. Govt O.S. 26/14 dated 27/2/13. xx 14.

No. 1308. Sealed. Received 10th Oct. 1914 Subordinate Court, Trichinopoly. Sealed. Received. Date Invisible. Temporary Subordinate Judge's Court, Trichinopoly. Sealed. Temporary Subordinate Judge's Court, Trichinopoly. O. Suit No. 9 of 1915. Produced on the 10th October 1914 by plaintiff. Admitted in evidence on 3rd December 1915 and filed as Exhibit O.

(Ind) R.A.K. Temporary Subordinate Judge.

/True copy/.

/Sd/-----  
Superintendent.

For collector.

Deed of sale executed this twelfth day of August 1912

by T. Desikachariar, Dewan Bahadur, son of Tirunilai Venkatachariar, Brahmin, Vishnavite, High Court Vakil, No. 1, Remolds Road, Cantonment, Trichinopoly, hereinafter called the Vendor in favour of the Right Revd. Dr. J.M. Barthe, S.J., Bishop of the Catholic Diocese of Trichinopoly, Convent Road, Cantonment, Trichinopoly hereinafter called the Vendee.

Whereas the said Vendor is the owner of the property hereunder set out in detail, having acquired the same under a sale deed dated 1st May 1912 and he has agreed to sell the same to the said Vendee for the sum of Rupees seven thousand five hundred (Rs. 7,500).

Now this deed of sale witnesseth that in pursuance of the said agreement and in consideration of Rs. 7,500 duly received by the said Vendor from the procurator of the said Roman Catholic Bishop of Trichinopoly, the said vendor doth hereby convey by way of absolute sale to the said vendee, his successors and assigns, all the lands and hereditaments set out in detail hereunder in a schedule marked "A" together with all the right title and interest acquired by the said Vendor under the said sale deed dated 1st May 1912 and the title deeds received along with the sale deed which are also hereunder set out in a schedule marked "B".

In witness whereof, the said Vendor hereunto affixes his signature in the presence of the undermentioned witnesses.

For Collector.

R/L  
14/3/17



[illegible][illegible]

(Druseopy) (82) T. denikachari.

Registered as no 3783 of Book I Vol 36 p/p 91 to 94  
29<sup>th</sup> August 1912.

C.No. 303 from the 203, No. 27/17, dated Aug 22 - 1 - 1917

Memorandum. No. 1378B-1, dated 3.5.41 191

With reference to his letter R.O.C no 27/17 dt the 22<sup>nd</sup> January 1917 regarding the acquisition of a portion of the Singar tope for a hostel for the S.P.G. College Trichinopoly, the S.P.G. is furnished with a copy of the letter from the Collector of Trichinopoly R. Dec. no. 207 Rev dt 13. 3. 17 in which the maximum cost of acquisition is estimated at Rs 32,720 and he is requested to ascertain and report ~~whether~~ <sup>on how</sup> the college has enough funds to pay for its share of the cost of the land and building which may eventually be adjudged by the appropriate officer and the Courts as payable to the owners of the land which it is



2/19  
proposed to acquire for the ~~Land~~  
hotel, as also for the  
construction of the  
buildings on the site.

27.4.17

30.4.17

CA my  
25/7/17

To. The S.P.G. with enclosure

[copy for stock file with copy of  
Secretary's note of 3.5.17]

note.

From

20 Educari B.  
cno 326  
Regd on 25-5-17  
13  
N. G. Narahari Aiyer, son of N.G. Gopala Aiyer,  
age 23. Brahmin residing in,  
Mahal Street Trichinopoly.

To

The Secretary to the Government of Madras,  
Educational Department,  
Ootacamund.

In re. the proposal to acquire compulsorily the Singara  
Tope Garden in Trichinopoly for the S. P. G. College Trichi-  
nopoly.

Most Honoured Sir,

1. The undersigned is the owner of Singara Tope  
garden in Trichinopoly Fort.

(2). Reverend Gardiner Principal of the S.P.G.  
College has been trying to persuade the Government to acquire  
the Tope for this College.

The portion sold for  
the college is valued at  
Rs 32,720 - p. 9 C.F.  
(3) The garden is worth about Rs 80,000 sites being  
very valuable in that locality.

p. 17/40988 (L)  
16.9.16  
R. 32,720 - p. 9 C.F.  
40988 (L)  
16.9.16  
(4) The garden was valued by a former Divisional  
Officer at Rs. 42,000 and the present Collector Mr. Loyd  
after a personal inspection appears to have valued it Rs. 80,000,  
and the Government passed order on the Collector's report that  
the property should not be acquired the value being very great.

(5) Reverend Gardiner is again attempting to persuade  
the Government to revise the order and the under-rates the  
value of the property.

PR  
(6) The present Revenue Divisional Officer opines  
that his predecessors valuation at Rs. 42,000 was favourable  
to the institution and the present Collector who on inspection  
valued the property at Rs. 80,000 appears to value it now without



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any inquiry or inspection at less than the Divisional Officer's estimate.

(7) The St. Joseph's College authorities agreed to buy one acre eightyone cents (1 acre 81 cents.) of an immediately adjoining property for Rs. 18,000 and a certified copy of the agreement between that College and the Prince of Arcot had been produced before the present Divisional Officer.

(8) The undersigned learns that acomplete perusal of the previous correspondence and the agreement above referred to will convince the Government that the property is worth more than Rs. 80,000.

(9) The undersigned thereupon humbly prays that the previous correspondence may be scutinised and the previous order of the Government may be confirmed.

I beg to remain  
Sir  
yours Humble Servant  
J. G. Karahari Eyer  
23/5/17.





To

THE SECRETARY TO THE GOVERNMENT OF MADRAS,  
EDUCATIONAL DEPARTMENT,  
OOTACAMUND.  
\*\*\*\*\*

In Re: The proposal to acquire compulsorily  
the land known as the Singaratope  
Garden, Trichinopoly, for the ---  
S.P.G. College, Trichinopoly. ---

\*\*\*\*\*

MOST HONOURED SIR,

I beg to request the copies of the following  
records may kindly be granted to me as I require for my  
information and guidance if the matter comes to be  
settled with regard to the Acquisition before the  
Court of Law.

Page 2-4 of G.O. 389208  
6-4-16

(P) i. The first letter of the Principal of  
the S.P.G. College to the Director of  
Public Instruction, requesting to --  
acquire compulsorily at a very low price  
the land known as Singaratope Garden  
under the Land Acquisition Act, I of 1894.

The same for (P) ii. The Government Order thereon.

Not available iii. The Order of the Director of Public Instruc-  
tion.

Apparently that on page 5 of G.O. 955440 (Sb) (L) iv. The Divisional Officer, Mr. Pichu Iyer's ---  
16-9-16 Report.

P. 1940.765208 (D) v. The Collector's first report to the Government  
12-7-16



The G.O. vi.

The Order of the Government thereon.

page 2-4 C.F.

vii.

The second letter of the Principal of the  
S.P.G. College to the Director of Public  
Instruction.

page 10-13 C.F.

viii.

The Divisional Officer, Mr. N. Viswanatha  
Row's report.

page 6-7 C.F.

ix.

The present letter of the Collector to the  
Government...

I beg to remain,

Most Honoured Sir,

Trichinopoly,  
25-5-1917...

Your most obedient servant,

N. G. NARAHARI AIYAR.

Address:--

\*\*\*\*

N. G. NARAHARI AIYAR,

4, Mahal Street,

Teppakulam Post,

Trichinopoly.

\*\*\*\*\*



5,000-9-4-12

24

Home (201) 17  
LOCAL AND MUNICIPAL DEPARTMENT.

C.No. 326, from the M.B. N. G. M.B., No. 347, dated the 23. 5. 1917.  
" " 25. 5. 1917.

Memorandum. No. 326B-1, dated 7. 6. 1917.

M.B. N. G. Narahari Ayyar is informed that the Govt. are unable to comply with his application for certain papers relating to the proposed acquisition of certain land required for the S. P. G. College, Trichinopoly.

29.5.17. 1.6.17. 7/6/17

11/6

M.B. N. G. Narahari Ayyar Esq.  
4, Mahal Street,  
Tespakulam Post.  
Trichinopoly dt.



Home (Education) DEPARTMENT.

Received



191

Registered

191

Subject.

Submitting to Government copies of letters from the Principal, S.P.G. College, Trichinopoly, stating that funds are available for the purchase of site and for the construction of buildings on it.

## ENCLOSURES

No.

Spare copies

Re No. 27/17

Station MADRAS., Dated the 9th March 1918. 191

From (Name) The Hon'ble Mr. J.H. Stone, M.A., F.R.H.S.,  
C.I.E.,  
(Designation) Director of Public Instruction.

To The Secretary to the Government of Madras,  
Home (Education) Department.

Sir,

With reference to your memorandum No. 1378B-1 dated 3-5-1917 in connection with the acquisition of a portion of the Singara Tope for the S.P.G. College, Trichinopoly, I have the honour to submit herewith the copies of letters Nos. 11/C/18 dated 22-2-18 and 124 C dated 1-3-18 of the Principal stating that funds are available for the purchase of the site and for the construction of buildings on it.

I have the honour to be,  
S I R,  
Your most obedient servant,

R. A. Ariv.

for Director of Public Instruction

11/9.3.18.



26 / 19

Copy of letter from the Principal, S.P.G. College, Trin-  
chinopoly, to the Director of Public Instruction, Madras,  
No.124 C/18 dated 1st March 1918.

-----

I have the honour to acknowledge the receipt of your  
Proceedings Ref: on C. No.27 of 1917 dated 27th February  
1918.

In reply I have the honour to state

1. That the college does not, as a rule, keep any funds at  
its disposal except such <sup>as?</sup> are required for current expenses  
and for approved plans which are actually in the course of  
execution.

The funds required for such schemes are drawn direct  
from the central treasury of the Society in London, and  
the Society has already approved of our acquisition of the  
site.

2. I may inform you that the Society has, on its own ini-  
tiative, recently raised the question of the advisability of  
making extensions to our buildings and additions thereto, and  
has called for suggestions, plans and estimates. It may  
therefore be concluded that funds will be provided when  
our plans are approved by the Society, and I know of no  
suitable site for any additional buildings other than that  
which we now wish to acquire.

3. I may also be permitted to add that if the present  
opportunity of acquiring this site <sup>the</sup> the only possible  
site for extension of our present property and for additions  
to our buildings- be lost, it is beyond all bounds of possi-  
bility that another such opportunity will recur.

If the site is now acquired, there is no doubt that it  
will in the regular course of events be utilised for the  
purpose of erecting new buildings, especially of additional  
residential quarters for our students. If, on the other



27  
 hand, we now wait until some definite scheme is approved by the Society at home, and the necessary funds allotted and provided the present opportunity of acquiring the site may be irretrievably lost.

-----  
 Copy of letter from the Principal, S.P.G. College, Trichinopoly, to the Director of Public Instruction, Madras, No.111 C/18 dated 22nd February 1918.

-----  
 In continuation of my letter No.551. C/17 dated 16-10-1917 with reference to your Proceedings R.C.No.27/17 dated 10-5-17, I have the honour to inform you that we now have a sum of Rs.16,360/- (Rupees six-teen thousand three hundred and sixty at our disposal, which is our share of purchase price, which you gave me to understand in a personal interview was the amount which you wished the Governing Body to guarantee. I am requested by the Governing Body to inform you that we are in a position to pay the sum when demanded.

*N. Arum.*

B.R.R.

*W  
 9.3.18*

For Director of Public Instruction.

# NOTES.



# NOTES.

Page 27

Home Department  
(Education)

Acquisition of certain sites for the S.P.G.  
College, Trichinopoly.

(C.303)

From the D.P.I., R.C.No. 27, dated <sup>the</sup> 22-1-17.  
Endt. No. 303-1, dated <sup>the</sup> 24-1-17.

(C.1378)

From the Collr. of Trichinopoly, No. 207 Rev. dated <sup>the</sup> 13-3-

For Regr.

(P)

In G.O. No. 389, d/6-4-16 the Govt. approved the acquisition under the Land Acquisition Act the site required by the authorities of the S.P.G. College, Trichinopoly, for extending the college buildings and for the construction of a hostel attached to the College and stated that they would be prepared to give a grant not exceeding one-half of the actual cost of acquisition. In giving this undertaking the Govt. were influenced by the fact reported by the Principal of the College that the total cost of the acquisition would be between Rs. 14,000 to Rs. 16,000 and that the Govt. grant would not probably be more than Rs. 8,000. In submitting the notification for the acquisition of the site the Collr. of Trichinopoly reported that the Divl. Officer estimated the cost of the land at Rs. 42,580 and that the owner claimed Rs. 80,000. Thus the cost of the acquisition was found to be far in excess of that originally intimated. The D.P.I. whose remarks were invited u.o. on the point, was of opinion that it was unlikely that the management would be able to find its share of the increased cost and that it was very doubtful if the Government would be justified in granting such a large amount as its share for a hostel site alone. In G.O. No. 988, dated the 16th Sepr., 1916, the D.P.I., was requested to inform the authorities that in the above circumstances the Govt., could not proceed with the acquisition of the site in question.

(L)

2. The Director now forwards a request from the Principal of the College for a reconsideration of the



above order. The Principal states that the revenue authorities <sup>originally</sup> informed the College authorities that the total cost would not exceed Rs.16,000, but <sup>that</sup> they were probably influenced by the owner in valuing the land, and requests that the matter may be enquired into and reconsidered.

3. The Collector of Trichinopoly has fully examined the question - pages 6 to 9 c.f. - and has come to the conclusion that the site cannot be acquired for less than Rs.32,720 and may well be found to be more eventually. Attention is requested to para. 10 of the Collector's letter (page 8 c.f.) in which he remarks that experience shows that the courts are very liable to enhance the valuation of the Land Acquisition Officers on appeal and that it is good policy to pay liberally in the first instance.

4. It will thus appear that the value of the site will exceed Rs.32,720 or more than double the amount (Rs.16,000) originally estimated; and it is for consideration whether the D.P.I., may be requested to inform the college authorities that in the circumstances the Government see no reason to reconsider the orders issued in G.O.No.988, dated the 16th Sepr. 1916 .

S.N.P.  
22-3-17.

*Before issuing formal orders on the above lines, which seems to be the only possible course we may send the file no. 8 to the D.P.I. for perusal of the papers in the current file and for any remarks he may wish to make.*

*A*  
32.3.17  
D.P.I. no.  
32.4.17

Edl no 303-2  
3.4.17

(Confidential)



NOTES.

No 109275 4.17

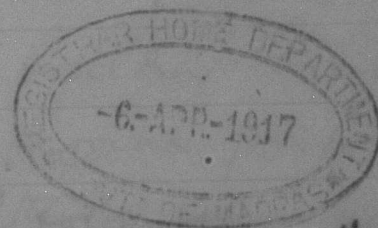
There is a lot deal of difference between the \$32000.00 and the something between \$42,000 and \$60,000 estimated before.

A half hour on the later & might well be more than lost. could give for a hostel site? Fair but there would be nothing very out of the way in a point of \$6000 or so. The point would seem to me

in the first place whether the College is prepared to provide an equivalent sum a <sup>question</sup> point which I don't think is answered in the correspondence and I submit that if they are the question of grant may be considered on its merits.

14.17

Notes in CA  
6.4.17



Recd

Home (204) Deptt.

With reference to A above a draft memo. is submitted for approval.

18.4.17

CA  
25/4/17

20.4.17

There is another point for consideration as in the Tinsley case.



The cost of the building will have to be taken into consideration. Moreover the S.P.G. College has enough funds to pay for its share of the cost on the land + building. Rev. Draft. May 26/4/17

Attention is solicited to para. 11 of the Collector's letter on pages 8+9 of C.F. from which it will be seen that the estimate of Rs 32,720 includes the price of houses, wells, trees and 15 p.c. additional compensation. With reference to the question whether S.P.G. College has enough funds to pay for its share the D.P.G. has already observed that he does not think it likely that the manager will be able to find his share.

2. A revised draft memo. is submitted for approval.

27.4.17

Tk

30.4.17

I am not sure whether the Secretary meant by "buildings" the building which the College Authorities propose to erect on the site in question, + not those which now stand on the land. As regards the purpose for which the land is to be put please see the D.P.G. note on 22.3.16 on page 1 of notes with fo. 389. D. 36.4.16. Subject to approval, I have added the draft memo.

21.5.17

len

I



In a case about acquisition - Jinnah's hotel -  
He just wanted to make sure the margin  
was certain to have funds for the whole  
Scheme as it was intended to acquire  
land alone. This is a good working  
rule & should be adhered to when  
proposals for acquisition are received.  
Draft approved.

3/5/17

[Memo. No. 1378B-14, dt. 3.5.17].

[C.O. 326 B] From Mr. N. G. Narahani Aggar dt. 23.5.17.

[ " 347 B ] " " dt. 25.5.17.

In the earlier of the two letters read above, Mr.  
Narahani Aggar, owner of the Suigara Zope, urges  
on Government the necessity for a complete  
perusal of the previous correspondence as to  
the value of the site and in the later one, he  
asks for copies of the correspondence which  
passed between the Govt. and the subordinate  
officers on the question of acquiring the Garden  
for his information and guidance if the  
matter comes to be settled with regard to the  
acquisition before the Court of Law.

2. If the case comes up before a Court of Law for  
the determination of the amount of compensation,  
the Court will call on the Collector to produce all the  
relevant papers and they will be produced by the  
Collector. It does not appear desirable to furnish

Page 19 C.F.

Page 20-21 C.F.

" 22-23 "



NOTES.

Page 6

the applicant with the papers, especially as a final decision has not yet been come to in the matter. Subject to orders, a draft memo. <sup>(refusing to comply with)</sup> ~~referred~~ the application is submitted for approval.

PP  
27.5.17  
T.K.  
1-6.17

R.  
5/6/17  
Sec 7/6/17

[Memo. No. 326 B-1 dt the 7.6.17].

[No. 557 B]. From the D.P.O. Re No. 27/17 dt the 9.3.18.

page 25-27 C.F.

page 9 of C.F.

Please see memo. No. 1378 B-1 dt the 3.5.17 on

page 18 C.F. and the D.P.O.'s reply on p. 25 C.F. The authorities of the S.P.G. College, Trichinopoly, state that funds are available for the purchase of the site and for the construction of buildings thereon. The cost of the site as estimated by the Collector is Rs 32,720; the cost of the buildings is not known. The Govt. are to be not more than one-half the cost of each, but the present file deals only with the question of site.

2. The question <sup>for consideration is</sup> ~~whether the Govt. will be prepared to~~ sanction a grant of Rs 16,360 for a hostel site alone. The D.P.O. stated that there was nothing very out of the way in that - Please see his note on page 3 ante. He has, however, definitely recommended the grant - of



letters on pages 1 and 25 C.f. and the portion of his note marked A on page 3 auto. If it is decided to sanction the grant, the draft notification on pages 8 of G.S. No. 988 Ex<sup>4</sup> of the 16. 9. 16 may be published in the Fort St George Gazette. Submitted that the file may be forwarded to the D.P.G. W.O. for remarks whether, in view of the Rev. A. F. Gardiner's assurance that the college is prepared to contribute its share of <sup>the cost</sup> of the site and buildings, the grant of Rs 16,360 immediately required for the acquisition of the site may be sanctioned and the acquisition proceeded with.

<sup>PP</sup>  
14.3.18  
<sup>CR</sup>  
15.3.18  
He has already agreed to the acquisition; but we may consult him as to whether we can sanction a half grant & proceed with the acq.

Conno. 557 B-1  
20.3.18

To D.P.G. (no). There is also the prospect - <sup>CR</sup>  
we grant for buildings to be erected hereafter. The 19.3.18  
house already on the land is a small one L.D.S.  
20368

Rev. 21-3-18 10.12/826.3.18

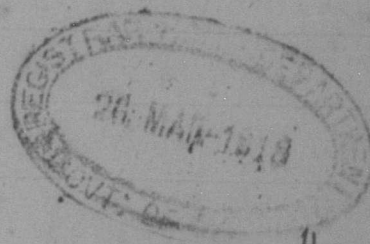
here is of course the building fund which to be provided for but considering that for has been able to provide ample funds for many years past for such grants it seems at least improbable that they will not be able to do so in the future. Its amount will be limited by the necessities of the case and the sum that



The H.S. can provide for building.

2. I think that the brief hand for the one may be promised and would be a brief grant on the actual cost of acquisition which notwithstanding the care taken in estimating it may by the action of the courts be more than Rs 32,720.

for 25.11.18



Home (Est) Department

The ordinary wording of sanction in such cases is that the Govt. "sanction a grant not exceeding Rs — or one-half of the actual cost, whichever may be less ....". It is not clear from the S.P.D.'s note above ~~heads~~ whether he desires that no maximum should be specified in this case. It seems, however, unnecessary to leave the maximum uncertain. If the actual cost exceeds the maximum fixed in the G.O. the college authorities can apply for an additional grant. A draft order in the ordinary form is submitted for approval.

2. As the Revenue Dept. has already accepted the



2 of note to Go 389  
6.4.16 (P)

the proposal the draft order need not go to that department for acceptance.

27.3.18

T.L.

28.3.18

Rule 54 of the Grant-in-aid Code  
lays down that "in the case of  
"buildings or lands acquired one-  
"half of the Collector's Estimate  
"of the value of the same" shall  
be the amount of grant promised.

Draft for approval.

CA  
30/3/18  
Lu

A.E. the Governor.

LWS  
3.4.18

P  
4.4.18.

LWS  
5.4.18



Requisition of Land

Directing the publication of a notification for the  
required for the extension of the S.P.G. College, Trichinopoly, and sanction  
a grant of Rs 16,360 towards the cost of the acquisition.

READ AGAIN G.O. No. 389, dated the 6. 4. 1916. (P)

" " " 765, " " 12. 7. 1916 (C)

" " " 988, " " 16. 9. 16. (H)

READ ALSO:-

C. No. 363, From the S.P.G., No. 27/17, dated the 22-1-1917.

" " 1378, " " Collector of Trichinopoly, R.D. 207/R, 13-3-1917.

" " 326B, " " N. G. Narahari Ayyar, 23-5-1917.

" " 347, " " S.P.G., 25-5-17.

" " 557B, " " S.P.G., 27/17, 9-3-18.

ORDER.

No. 443, dated the 5. 4. 1918.

His

In the circumstances now represented,  
the Govt are pleased, in modification  
(H) of G.O. No. 988 ED, the 16. 9. 16, to  
proceed with the acquisition of the land  
required for the extension of the S.P.G.  
College, Trichinopoly, and for the  
construction of a hostel attached  
thereto. The draft notification  
submitted by the Collector of Tri-  
chinopoly with his letter R.D. No.  
924 Rev/16, the 2<sup>nd</sup> August 1916 will  
be published in the East St. George's  
Gazette.

2. The Govt. are pleased to sanction  
a grant not exceeding Rs 16,360 or one-  
half

1. sg G.O. 988 (H)  
16. 9. 16



2  
57

half of the actual cost, whichever may be less, towards the cost of the acquisition. The Collector is requested to call upon the authorities of the college to deposit in the treasury a sum of Rs 16,360 and to ~~undertake~~ <sup>undertake</sup> pay such larger amount as may be found necessary on actual determination of the award.

3. After acquisition, the property should be conveyed to the authorities of the college by a formal deed of conveyance to be drawn up in consultation with the Govt. Solicitor.

27.3.18  
LWS  
3073/18  
3073/18

To,  
The S.D.O.  
Collector of Trichinopoly  
A.C.  
Rev. Dept. (A.S.)  
S.G.P. with notification  
for publication in the  
Gazette  
[Gazetted on 23-4-18]

When given for copying  
When copied  
When examined  
When signed  
191  
12/4

READ AGAIN G.O. No. 191, DATED

CURRENT No.

ENCLOSURES TO G. No.

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

LETTERS OF GOVERNMENT

STATEMENT WITH DFTO.

APPROX NOT FILLED UP, BEING MEANT FOR DISPATCH IN ORIGINAL.

N.B.—  
A = Copy in full.  
B = Not to be copied.  
F = Copy abstract only.  
Q = Copy heading only.