

Home (191 9) Department.
(Education)

Advisory SERIES.

G.O. No. 457

DATED 9-6-19

INDEXED

12

[Despatch Abstract.]

Conveyance Deed.-

Returning duly signed the----- relating to the land
acquired for the Findlay College, Mammargudi, for the provision of a
play ground.

BACK PAPERS.

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

FURTHER PAPERS.

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

Home (28) / 26393

HOME (EDUCATION)

DEPARTMENT.

Received



Registered

191

Subject.

Submitting for favour of signature and return
the conveyance deed relating to the land
acquired for a play ground to the Findlay
College at Mannargudi

ENCLOSURES

No. One deed of
Conveyance

Spare copies

R.C. No. 351/Eng. of 1917.

Station Tanjore, Dated the 10th December 1918.

By Regd post

From (Name) J.R. Higgins Esquire, I.C.S.,
(Designation) Collector of Tanjore.

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

Sir,

Agreeably to paragraph 3 of Government order No. 748
Home (Education) dated 7th June 1917, re. the conveyance of
the land for the Findlay College play ground at Mannargudi, I
have the honour to submit herewith the deed of conveyance
drawn up on stamped paper by the Government Solicitor, Madras,
for favour of signature and return. It will then be duly
executed by the Principal of the College.

I have the honour to be,
Sir,
Your most obedient servant,

Mannargudi
For Collector.

A.V.M./12-12-18.

3

THIS INDENTURE made the ninth day, of April One thousand nine hundred and nineteen Between THE RIGHT HONOURABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called 'Vendor') of the one part and the WESLEYAN METHODIST MISSIONARY ASSOCIATION a company registered under the English Companies Act having its registered office at 24 Bishopsgate, London, England, hereafter called 'the purchaser' of the other part WHEREAS the pieces or parcels of land and premises intended to be hereby granted conveyed and assigned were duly acquired by the vendor under the provisions of the Land Acquisition Act, 1894 and WHEREAS it has been agreed between the Vendor and the purchaser that in consideration of the sum of Five thousand two hundred and sixty four Rupees, thirteen annas and two paise paid by the purchaser to the Government of Madras the Vendor shall execute in favour of the purchaser such a conveyance of the said pieces or parcels 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 Five thousand two hundred and sixty ^{four} Rupees thirteen annas and two paise said so paid to the vendor by the purchaser as aforesaid which the vendor doth hereby acknowledge the vendor doth hereby grant convey and assign unto the purchaser ALL THOSE pieces or parcels of land situated in the village of Asesham in the Registration sub district of Mannargudi in the Registration District of Tanjore and being more particularly described in the schedule hereunder written TOGETHER with all buildings fixtures trees commons hedges ditches fences ways waters watercourses 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 in to and upon the same premises TO HAVE AND TO HOLD the said pieces or parcels of land and premises hereby granted conveyed and assigned or expressed so to be unto the purchaser its successors and assigns for ever AND the purchaser doth hereby for itself its successors and assigns covenant with the vendor his successors and assigns that the purchaser its successors and assigns will at all times hereafter

the assessment and taxes that may from time to time be imposed or
ed upon the said pieces or parcels of land and premises by the
ernment of India or Madras IN WITNESS whereof the Honourable Dewan
adur Raghunatha Rao Ramachandra Rao the Secretary to the Government
Madras in the Home (Education) Department by order and direction
His Excellency the Governor of Fort Saint George in Council acting
or and on behalf of the vendor and the Reverend A. Aubrey Thomas the
duly constituted attorney of the purchaser have hereunto set their
hands and seals the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

ALL those pieces or parcels of land and premises situated in the
village of Aesesham in the Registration sub district of Mannargudi in
the Registration district of Tanjore and bearing S.Nos. extent and
boundaries as under.

Boundaries.					
Survey Number	Extent Acres	North T.S.No.	East T.S.No.	West T.S.No.	South T.S.No.
4551/2	0.8700	4551	4552	4553/1	4556
4553/2	0.1424	4552	3550	4553/1	4553/1
4553/1	1.2575	4551) 4552) 4553/2)	3550) 4553/2) 4552)	4554) 4555) 4555)	4556
4556	3.0000	4549) 4550/1)	4551) 4553/1)	4555) (Part)) 4557)	4548
4548	0.9175	4549) (Part)) 4545) (Part))	4556	4558	4546 4547
4547	0.3279	4546	4548	4558	4543
4546	0.6700	4545	4548	4547	4543
4543	1.4200	4544	4546) 4547)	4558	4542
4542	1.2879	4539) 4544) (Part))	4543	4558	4540) 4541)
Total	9.8932				

Signed sealed and delivered by the
abovenamed Raghunatha Rao Ramachandra
Rao in the presence of

R. Ramachandra Rao

- (1) E.A. Venkiteswara Ayyar
clerk, Home Department 9-4-19
- (2) A. Rangaswami Ayyangar
clerk, Home Department 9-4-19

Signed sealed and delivered by the abovenamed
Reverend A. Aubrey Thomas the duly constituted
attorney of the purchaser in the presence of

N.C. Ponnaiya
Professor, Findlay College
& Municipal Councillor

T.B. Ratnachalam B.A.L.T.,
Assistant Findlay College,
Mannargudi.

(Sd) A. Aubrey Thomas
the duly constituted
attorney of the
Wesleyan Methodist
Methodist Missionary
Trust Association.

2

10-11-1919

5/5518

Substituting for favour of signature and
return the deed of conveyance relating to
the land acquired for a playground for the
Findlay College at Mannargudi, Tanjore Dt.

11/11

11/11

HOME DEPARTMENT.
(EDUCATION)

C.P. 226-B

Received

191

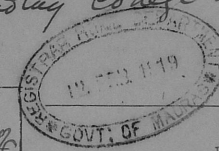
Registered

12 2 1919



Subject.

Substituting for favour of signature and
return the deed of conveyance relating to
the land acquired for a playground for the
Findlay College at Mannargudi, Tanjore Dt.



ENCLOSURES
No. One deed of Conveyance
Spare copies

R.C. No. 351/Eng. of 1917.

Station Tanjore, Dated the 6th February 1919

From (Name) J.R. Higgins Esquire, I.C.S.,
(Designation) Collector of Tanjore.

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

b. 2 out

Adverting to Government Memorandum No. 2639/B-1, dated
18th December 1918, and reminder thereto dated 28th January -
1919, I have the honour to resubmit herewith for favour of sig-
nature and return, the deed of conveyance of the lands acquired
for a play-ground for the Findlay College at Mannargudi, duly
signed by the Principal of the College.

I have the honour to be,

Sir,

Your most obedient servant,

[Signature]
For Collector.

A.V.N./8-2-19.

18
9.2.19

Name (Edw.)

296
le-209/B.

Name. K. 296B-1

20-2-19

It is observed that the conveyance deed in respect of the lands acquired for the Sunday College, Marumagudi, dated: with the Collector's letter, R.C. No. 351 Eng. dt 6th Feb. 1919, mentions that the cost of acquisition was met entirely by the purchase, while, as a matter of fact, the Govt.

have contributed Rs 1550 for the purpose. The wording of the deed should therefore be that the compensation money was paid partly from Provincial funds and partly from the funds of the management. The Collector's attention is invited to a similar provision in the deed printed with S.O. No. 1215 Edw., dt 20th Nov. 1916 and he is requested to have the present deed revised accordingly.

Y: Para 3. p. 29 of S.O. 748 (X)
7-6-17
I also item 26 of Statute.
at p. 5 of S.O. 47 (X)
15-1-15

Reminded/PO
CA
22/2/19

Noted in
C.B.

To the Secy of Tanjore
(Name with deed in original
retd. by regd. post)
To be received one month after date.

15-2-19

CA
19-2-19
20/2/19

HOME (EDUCATION) DEPARTMENT.



Received 191 . Registered 2-4 191 9

Subject.

Submitting for signature the Conveyance deed -
in respect of the lands acquired for a play
ground for the Findlay College in Mannargudi.

ENCLOSURES.	
No.	Two.
Spare copies	

R.C. No. 351/Eng. of 1917.

Station Tanjore, Dated the 18th March 1919

From (Name) J.R. Huggins Esquire, I.C.S.,
(Designation) Collector of Tanjore.

To The Secretary to the Government of Madras,
HOME (EDUCATION-) Department.

Sir,

Adverting to Government Memorandum No. 296 B-1, dated
20th February December 1918, regarding the conveyance deed in
respect of the lands acquired for the Findlay College, Mannar-
gudi, I have the honour to submit herewith a copy of the -
letter of the Government Solicitor, Madras, who for the reasons
stated in his letter considers it unnecessary to re-engross the
conveyance and affix fresh stamp or to alter the engrossment.

2. The conveyance deed is submitted herewith.

I have the honour to be,
Sir,
Your most obedient servant,

J.R. Huggins

6
4
Copy of a communication, No. 268, dated 11th March 1919, from Mr. Henry Brightwell, Government Solicitor, Madras, to the Collector of Tanjore.

I have the honour to acknowledge the receipt of your letter R.C.No. 351 Eng. of 1917 without date with enclosure which is returned herewith and of which please acknowledge receipt.

2. Since your letter R.C.No. 176 Eng. of 1916, dated 3-4-17 to the Secretary to Government, Home (Education) Department, in connection with the conveyance of land acquired for the Madras Porayar High school, the Advocate General was consulted and he has advised that if before the conveyance is executed the grant of money sanctioned by government for the school or College has been paid out, then this money belongs to the School or College whatever its origin, and the conveyance should be for the total cost of acquisition i.e., the amount of compensation as noted in the award passed by the Land Acquisition officer. In such cases there is no necessity to recite that the compensation money was paid partly by the Government of Madras out of Provincial funds on behalf of the vendor and partly out of funds belonging to the purchaser and I do not insert it in such cases in the conveyance.

3. If the grant of Rs.1,050 was paid to the College authorities before the execution of the conveyance or is paid now before the conveyance is executed by the Secretary to Government, it is not necessary to re-engross the conveyance and affix fresh stamp or to alter the engrossment as asked by you.

By hand
For Collector.

A.V.N./22-3-19.

24319

Subject.

Name (Ed.)

Conveyance deed
relating to lands
acq'd for the Friday
College, Mannargudi

6-2639/B, from the Colly of Tanjore,
R. e. 357 Eng. d/ 6-2-18.
296
269/B, d/ 6-2-19.

The following points are noted
^(connection with)
in the conveyance deed, Subd: by the
Collector:—

(i) The deed seems as though the cost
of acquisition was met entirely by
the purchaser. This is not correct, for
against the compensation amount of
Rs 5,264-12-2, the Govt: have contri-
buted Rs 1,000. The wording of the
document should accordingly be
that the compensation money was
paid partly from Provincial funds
and partly from the funds of
the management. This would also
be in keeping with the wording
adopted in similar deeds executed
in analogous cases. The Colly's
attention may be invited to the
document printed with G.O. No.
1215 Ed. No. d/ 20th Nov. 1916 and he
be asked to get the present
deed revised.

(ii) Again there are slight

G. O. No. 748 d/ 7-6-17
also item 76 of Statute:
at p. 5 of G.O. 47 d/ 15-1-15

(18)

A

(15)

Stitche
 with Geo. 748
 (X) 7-6-17

discrepancies in the measurements of the
 several plots of land as they appear in the
 schedule to the present document and as
 they are entered in the ^{*}notific. for acquisition
 originally published in the Gazette. The
 differences in each individual case are,
 however, very small: these are apparently
 due to the fact that the measurements
 in the notific. are ^{only} approximate (cf. the
 words "be the same a little more or
 less" in the preamble to the notific.) and
 the measurements have been subsequently
 taken rather carefully as they get into
 a legal document. The matter is not
 therefore ^{seem to be} one on which any specific
 explanation should be obtained
 from the collector.

2 A draft memo with refer. to
 'A overleaf is subd.

18.2.19.
 18.2.19.

18.2.19.

May 20/2/19

p. 4, c. 4.
 p. 5, c. 4.

[Memo No. 296/B-1. d/ 20.12.18]

10-695/B, from the books of Tanjore, R. 2.351/3.

d/ 18.3.19

In the case of Stated in the Spots:
 Sicutini's letter at p. 6, c. 4., the conveyance
 deed may be accepted as it is. The deed

NOTES.

Page 3

Draft order below is for appl. [The
 deed has to be signed by the Secy:
 in the presence of two witnesses who
 will go up when required]

3.4.19

J. W. C. G.

A. 6.4.19

M. 9/4/19

Please had
 two clerks come
 up today

W 7/4/19

Conveyance deed.

Recht. II 10 (a) - 5,002 13-1-19 (6)

Home DEPARTMENT.

Returning duly signed the — (Ed. 1)
relating to the land acquired
for the Quindley College, Nannatgudi,
for the provision of a play-ground.

READ AGAIN G.O. No. 47 Ed. 1, dated 15. 1. 1915. (18)

" " " " 748. " 2. 6. 1917. (X)

READ ALSO:-

C. No. 2629 From the Collector of Tanjore, No. R. C. 25, dated 10. 2. 1918
Eng.

" " 296/B " " " " 6. 2. 1919

" " 695/B " " " " 18. 3. 1919.

ORDER.

MOS.

No. 457, dated 9. 4. 1919

The conveyance deed
received from the Collector of
Tanjore is returned duly
signed.

2. 4. 19
6. 4. 19
7/4/19

To the Collector of Tanjore
with debit note in reply
Cover.

Handwritten notes in the top left corner of the left page, including the word "change" and other illegible scribbles.

Handwritten notes in the middle left of the left page, including the number "21" and some symbols.

Handwritten notes in the middle of the left page, including the word "change" and other illegible scribbles.

Handwritten notes in the bottom left of the left page, including the word "change" and other illegible scribbles.

When given for copying
When copied
When examined
When signed

191

READ AGAIN G.O. No.
101

DATED

CURRENT No.

ENCLOSURES TO G. No.

ORDER OF GOVERNMENT

A A A A A A A

LETTER OF GOVERNMENT

STATEMENT WITH DATED

PAPERS NOT FILED UP, BEING MEANT FOR DISPATCH
IN ORIGINAL

N.B.—

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