

Home (1919) Department.
(Education)

Ordinary SERIES.

G.O. No. 918

DATED 24-7-1919.

INDEXED

[Despatch Abstract.]

Deed of Conveyance.

Returning duly signed the ---- relating to the land acquired
for the St. Mary's Home, Cuddalore.

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 (Educational) DEPARTMENT.

Received



Registered

Subject.

Submitting conveyance-deed for execution on

behalf of Government for lands acquired for St. Mary's

Home, Cuddalore.

ENCLOSURES.

No.

Spare copies

R.O. No. 1106 C.P. of 1919.

Station Cuddalore, Dated the 22nd March 1919.

From (Name) J. C. Stodart, Esq., L.C.S.,

(Designation) Ag. Collector of South Arcot.

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

Sir,

With reference to G.O.No. 1197 dated the 10th September 1918, I have the honour to submit herewith for execution on behalf of Government and return the deed of conveyance duly executed by the Reverend Father E. Loubiere, the purchaser of the site acquired for St. Mary's Home, Cuddalore.

2. The form of the deed was copied from the deed of conveyance drawn up in consultation with the Government

Solicitor,

(Education) Department dated the 18th January 1918 for the lands acquired for the Town High School, Chidambaram.

Sir,

Your most obedient servant,

for Collector.

с. II.10 (а)—5,002 13 1-19 (6)

Home DEPARTMENT.

(Ed 3)

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

” ” ” ” ”

READ ALSO:—

C. No. 6291 From the balls of S. West, R.O.C. dated 22-3-1919 ¹¹⁰⁶

” ” ” ” ” ” 191

” ” ” ” ” ” 191

Means:
~~ORDER.~~

629B-1
No. _____, dated the 1st May 1919.

It is observed that the conveyance deed relating to the land acquired for the St. Mary's Home, Buddalore, received with the Collector's letter read above does not contain any provision which would secure the continued use of the land for ~~the purpose~~ educational purpose. From the Correspondence disposed of in G.O. No. 792 Ed. 94 of 18th June 1918 it is clear that the Govt. were induced to apply the land acquisition Act in

4
This instance, because the
land was stated to be necessary
for a mainly educational scheme.

The deed is accordingly now
returned to the collector with
the request that a clause providing
for the ^(reversion) of the land ~~if~~ to Govt.
~~if not used for~~
educational purposes may be
inserted, as in the enclosed
sample copy.

29-4-19

30/4/19 17/5/19

Para 2 - p. 1 of Govt. (M)

with Govt. 1590 (17)
12-12-19

To the collector of S. Arcot, with
deed returned in regd. cover &
also the copy of the deed with

Govt. 1590 (17)
8

To forward on 1.6.19

Stock Form No. 135.
2000-9-5-10.

5
EDUCATIONAL DEPARTMENT.

Received



Registered

21-7-1919

Subject.

Submitting after carrying out the amendment ordered by
Government the deed of conveyance executed by the purchaser of
the site acquired for St. Mary's Home, Cuddalore.

ENCLOSURES.

No.

Spare copies

R.O.C. No. 1106 C.P. of 1919.

Station Cuddalore, Dated the 12th July 1919.

From (Name) J. C. Stodart Esq., I.C.S.,

(Designation) Ag. Collector of South Arcot.

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

Sir,

With reference to the Government Memorandum No. 629
B.1. dated the 1st May 1919, I have the honour to submit
the deed of conveyance referred to therein duly amended,
and with the clause providing for the reversion of the
land to Government if it is not used for educational pur-
pose, inserted.

I have the honour to be,

Sir,

Your most obedient servant,

for Collector.

Recd
Copy of 26-29

This Indenture made the 24th day of July, one thousand nine hundred and nineteen Between the Right Honourable The Secretary of State of India In Council (herein after called the vendor) of the one part and the Rev. Father F. Loubiere son of Mr. Auguste Loubiere residing at Manjakuppam (hereinafter called the purchaser) of the other part.

Whereas the piece or parcel of land and premises intended to be hereby granted conveyed and assigned were duly acquired by the Government of Madras under the provisions of the Land Acquisition Act 1 of 1894 for the purpose of extending the St. Mary's Home at Manjakuppam.

And whereas the Government of Madras in their Order No. 1197-Home (Education) Department, dated the tenth day of September, One thousand nine hundred and eighteen directed that the said piece or parcel of land and premises should after acquisition be conveyed to the authorities of the St. Mary's Home by a formal deed of conveyance.

And whereas it has been agreed between the vendor and the purchaser that in consideration of the sum of Two hundred and twenty six rupees and four annas paid by the purchaser to the vendor, the vendor shall execute in favour of the purchaser such a 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 Two hundred and twenty six rupees and four annas so paid to the vendor as aforesaid, the receipt whereof the vendor doth hereby acknowledge, the vendor doth hereby grant convey and assign unto the purchaser his heirs executors administrators legal representatives and assigns the piece or parcel of land and premises situate in the village of Manjakuppam in the taluk of Cuddalore of the South Arcot District 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

to the said piece or parcel of land and premises in any wise appertaining or heretofore occupied or enjoyed therewith AND all the estate right title interest and property whatsoever of the vendor into and upon the same premises TO HAVE AND TO HOLD the said piece or parcel of land and premises hereby granted conveyed and assigned unto the purchaser his heirs executors administrators legal representatives and assigns for ever AND the purchaser for himself his executors administrators legal representatives and assigns doth hereby covenant with the vendor his successors and assigns that the purchaser his heirs executors administrators legal representatives and assigns will at all times hereafter pay all taxes and assessments that are or may from time to time be levied upon the said piece or parcel of land and premises by the Government of India or the Government of Madras or any other authority having power to levy the same, and will use the said piece or parcel of land and premises for the purposes of the St. Mary's Home, Manjakkuppam, so long as the said purposes continue to be mainly educational and further that in case the said piece or parcel of land and premises shall not be used for the purposes of the St. Mary's Home or in the case of the St. Mary's Home ceases to be an educational institution the purchaser, his successors or assigns will at the request of the vendor, his successors or assigns yield up possession of the said piece or parcel of land with all buildings then standing thereon on payment by the vendor, his successors or assigns to the purchaser his successors or assigns of the actual cost incurred by them in respect thereof.

In witness whereof Diwan Bahadur Ragunatha Rao, Ramachandra Rao, Secretary to the Government of Madras Home (Education) Department by order and direction of His Excellency the Governor of Fort St. George in Council acting for and on behalf of the vendor and the Rev. Father E. Loubiere son of Mr. Auguste Loubiere the purchaser have hereunto set their respective hands and seals the day and year first above written.

Description of land Wet
or dry, Inam or Poramboke with Boundaries.
Survey or Paimash numbers. Extent in acres.

Village site poramboke.	North...	T.S. No. 74	0.07
	East....	55	
	South...	32	
Town Survey No. 31/2	West....	31/1	

F. Loubiere

P. Verdure

T.M. Kuppuswami.

Signed and delivered by the above-named

Diwan Bahadur Ragunatha Rao Ramachandra Rao R. Ramachandra Rao,
in the presence of 24th July 19.

1. E.A. Venkateswara aiyar,
clerk, Home Deptt. 24/7/19

2. T. Krishna Kurup,
clerk, Home Deptt. 24/7/19

Signed and delivered by the above-named

Rev. Father Loubiere in the presence of F. Loubiere.

P. Verdure.

T.M. Kuppuswami.

Deed of conveyance
relating to the land
acqd. for the St. Mary's
Honey, Luddalore.

Le 629/B, from the books of S. A. Act, R.O.C. 1106

2/ 22. 3. 19.

7

Extract of the Registrar's note

in the draft in this case:—

"Was it not recently agreed,

"to with Revenue that the conveyance should

"contain a condition about the purpose for

"which the land acquired under the Act

"for a private body should be

"eventually used?"

C.R. 29.3.19

The Registrar presumably

refers to the orders in G.O. No. 1890 Rev.

(1)

dt/ 14th May 1918 which inter alia

imposed in the case of lands alienated

for purposes of schools other than

local fund and municipal, a condition

as to liability to resumption, if recogni-

tion of the school is withdrawn. It has

not been specifically considered since

whether these orders should be made

applicable to the case of lands

acquired for and conveyed to aided

bodies

2 Attention is however solicited

to the case of the Tirukattupalli high

(H)

school disposed of in G.O. No. 166 Edn 1

Para (3) of G.O. at (1)

p. 1 of notes to Sir.
at (L)

was raised. It was
expedient to incorporate in the deed of
conveyance, a clause providing for
the refund of grant should the
land come to be used for other
than educational purposes. It was
argued that the whole business formed
two distinct transactions in as much as,
besides the conveying of the property
to the private management after which
the school authorities were liable to
execute, under Art. 55 of the Grant-
-in-Aid Code, a mortgage deed
guaranteeing the use of the property for
educational purposes for forty years
and that the latter was ample safe-
guard. Accordingly the conveyance
deed in that instance did not specify
stipulate the purpose for which the
land should be used and this
procedure has been followed in
all cases since disposed of.

3 The point for consideration
now is this: while the above is the
procedure in regard to the acquisition and
conveyance of lands towards the

'A'

* one owner in this
case - Rs. 792
18.6.18 (M)

guarantee...
School... present... where the Govt. contribution
is only ~~nominal~~ ^{with a view} to leaving the
acquisition under the category of 'public purpose'. The D. P. S. may be
requested w/o to state (i) whether a
mortgage deed such as that contemplated
in Art. 55 of the Grant-in-Aid Code
is obtained in cases of the kind at 'A'
above, and, if not, (ii) what safeguard
he would suggest which will secure
the ^(continued) use of land in such cases for
bona fide educational purposes.

as a consequence of the use of
the Act for acqⁿ the land.

1.4.19
24.19
3.4.19
4/4/19
D.P.S. (M)

(i) It has not been usual to obtain a mortgage
deed in cases in which the Government contribution
was only nominal.

(ii) In cases in which a substantial grant-
aid has been awarded, mortgage deeds have
been obtained except from those schools which a

Home E. S. J. Rao
N. 629 B-1
4.4.19
Current Notes
over

No 197 of 12.4.19

when this is possible

under the last paragraph. It be made into the management by means of a company deed

Ch. VIII

wherein shall be incorporated the conditions contemplated in Section 41 of the Act and in ¹⁰ ~~the~~ of the Grant in Aid Code. This will save the management from the need of executing a trust deed. The only disadvantage that I can at present see would be that - ~~the~~ my office might lose sight of the lands that are conveyed for educational purposes to the various institutions. The Govt. Minister will be able to state whether a valid conveyance can be made to the management of an institution which is not a corporation.

A
15/11/19

12.4.19

Home (Edin)

With reference to 'A' above it seems unnecessary to consult the Govt. Solicitor; for Section 41 of the Land Acquisition Act leaves no doubt that third and connected sections apply only to registered corporations. Unless therefore it is rigidly ruled that Govt. will ~~not~~ undertake the acquisition of lands on behalf of schools the managements of ~~which~~ ^{which} are not registered bodies and

* Vide defn of company in sec. 3 (v) of the Land Acquisition Act.

The S.P.D. must refer to S. 41 of the Act for purposes of analogy and does not apparently mean that the act is made under Part VIII of the Act.

any change should be made in the existing practice which is summarized in the D. P. D's note. The Revenue Dept. may also be requested to offer their remarks.

17-4-19

The D. P. D's note is not quite clear. In the specific case in issue, the D. P. D seems inclined to impose the condition that the land shall be used for the purpose for which it was acquired at least for forty years. Whether we should bring in the conditions laid down in the grant-in-aid Code in the conveyance in respect of this case appears to be of doubtful necessity, as the mortgage deed printed as appendix O & P of the Code refers to the imposition of those conditions in return for the payment of a grant (usually a substantial sum) which in this case is only a nominal amount. This question may be taken up separately. Even if the D. P. D's proposal is accepted there will still be need for executing mortgage deeds. Such deeds should be executed in all cases of grant.

Separate action taken & case sent to D. P. D. No. 1109/B-1
4-6-19
Results recorded in G.O. 8202 dated 1-7-19

governor's order must be in
 & cases where the foot. part to enable
 acquisition is only nominal must be
 fewer ^{to} ~~to~~ 12

^{significance of the}
 The question raised at A. in the
 D.O. note is not understood. Deeds
 of conveyance have been executed,
 on the advice of the ~~old~~ foot. solicitor,
 in favour of individual managers
 of schools. ~~as~~ as in the case of the
 Tirukkattupalli School.

We may in the present case
 ask that a condition, such as that
 imposed in the case noted in the
 margin, maybe included in the
 deed so as to secure the use of the
 land for the particular purpose
 for which it has been acquired.

CA
 25/4/19

I should also think that whether
 the grant is substantial or not we
 are entitled to impose conditions
 when we sanction the use of the
 L. A. Act.

may
 20/4/19

A draft memo returning the land
 for revision to the Collector is subd.

22-4-19

CA
 20/4/19

may
 17/5/19

p. 4 ante

4: 40.12.15 Ed. M.
 (To) 20.11.16

448 of Ep. 885 Ed. M. (13)
 17.8.16
 p. 3 of 1590 Ed. M. (17)
 12.12.18

R. J. [illegible]

The collector has now subd:
an amended conveyance deed as reqd:
in the memo read above. The Sery: has
as usual, to sign it in the presence of
two witnesses. A draft order is subd:.

~~OK~~
22.7.19

CA
24.7.19

Wm
24/7/19

13

Please bring
in 24/7/19

When given
When copied

Returning duly signed the — (Ed.)
relating to the land acquired for
the St. Mary's Home, Lond'daloo.

READ AGAIN G.O. No. 792 (Home) dated 18.6.1918 (M)
" " " " 1197 " " 10.9.1918 (R)

READ ALSO:-

C. No. 629/B From the leahs of S. Arest, No. Rec. 1106.2.19, dated 22.3.1919
" " 1427/B " " " " 12.7.1919
" " " " " " " " 191

ORDER.

No. 918, dated 24.7.1919.

Mass.

The conveyance deed
submitted by the collector
of South Arest with the deed
of his letters read above is
returned duly signed.

22.7.19
24.7.19
24/7/19

To the leahs of South Arest, with
deed relat. in reqd. case,
copy being kept for record
1919
29/7/19

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

A	A	A	A	A	A	A
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