

Home (1921) Department.
(Education)

Ordinary SERIES.

G.O. No. 203

DATED 9-2-1921.

[Despatch Abstract.]

Land—

Deed of conveyance—S.P.G. College, Trichinopoly—signed and
returned.

Home Educational UNITED STATES GOVERNMENT DEPARTMENT

C.F.—20

DESPATCHED

2 APR 1920

Received

24. APR. 1951

191

Registered

264-191

Subject.

Submitting the draft deed of conveyance in respect of lands acquired for the S. P. G. College, Trichinopoly.

ENCLOSURES.

No. 1

Spare copies

R. Č. No. 1715/R/19.

Station Trichinopoly, Dated the 21st April 1920, 191

From (Name) E. W. Leigh Esq., I.C.S.

(Designation) collector, Trichinopoly.

To The Secretary to the Government of Madras,

Home Educational

Department.

Sir,

M a d r a s.

With reference to para 2 of G. O. No. 134 dated

2/4th January 1920, I have the honour to submit herewith the draft deed of conveyance received from the solicitor to the Government of Madras duly approved by the Principal, S. P. G. College, and by me. The condition set forth in the G. O., has also been embodied.

I have the honour to be,

Sir,

Your most obedient servant

2132

For collector

3 Edm.

99 99 19 19 192

READ ALSO:-
C. No. 855/ From the Colln of Buchanan No. 17157 dated 26-10-1920
B—

39 71 11 11 13 15 192

2 11 11 12 192

~~MEMO~~
~~ORDER~~

No. 855B-1, dated 4.5. 192

The draft of the
convergence seed submitted
with the letter from the
Coll. of Tschinopoly, R. c.
1715/R-19, d/ 21st April 1920
is approved.

2 The collector is requested to have the deed engrossed and stamped and executed by the Rev. J. H. Smith before it is submitted to Govt: for execution on behalf of the Secy: of State.

To the colln. of Trichinopoly (with draft deed ^{noted})
(colln. to be examined 2 months after issue)

$\frac{28.4.20}{28.4.20}$ $\frac{30.21.20}{30.21.20}$ $\frac{17.7.20}{17.7.20}$

Home (Education) DEPARTMENT.

Received

28 JUN 1920

191/

Registered

28. 6.

191.

Subject.

conveyance deed for the land acquired for S.P.G.

College, Trichinopoly.

ENCLOSURES.

No.

Spare copies

R. C. No. 1715 / Rev. of 1919.

Station Trichinopoly, Dated the 26th June 1920

From (Name) E. W. Leigh, Esquire, I. C. S.,

(Designation) & collector of Trichinopoly,

To The Secretary to the Government of Madras,

Home Department (Education),

OOTACAMUND.

Sir,

With reference to paragraph 2 of the Government Memorandum No. 855-B-1, dated 4th May 1920, I have the honour to report that the Rev. Allan F. Gardiner, Principal, S.P.G. College, Trichinopoly, states that the Rev. C. G. Herbert Smith, M.A., secretary of the S.P.G. Mission has gone to England on furlough and the temporary secretary who is acting in his place has no special instructions to sign the stamped deed of conveyance and hence the deed could not be executed by the abovesaid gentleman. I therefore solicit further

instructions

From Whom?

R.R.
26.6.20.

Home (Edu) DEPARTMENT

READ AGAIN G.O. No., dated 192...

192

READ ALSO:—

C. No. 12403 From the Colln. of Trichy, No. 1715/P^{er} dated 26.6.1920

192

192

Memo
~~ORDER.~~

No., dated 192

he should either obtain the
 requisite authorization from the
 mission or take prompt steps
 to have the deed executed
 by the permanent secretary.

The Collector of Trichinopoly is informed that, if the acting Secretary is not legally competent to execute the deed on behalf of the mission, ~~the latter should take proper steps to have the deed executed by the permanent Secretary or by some other person legally competent to do so and to submit it to Govt. as early as practical~~

To, the Hon. Mr. J. R. ...
 (P10)
 2.7.20
 2.7.20

нбл - Р.Т.Д

Notes

The difficulty of the mission is not clear. If the permanent Secy is on furlough the Ag. Secy is likely to be competent to execute the deed. If he is not, it is for the mission to authorize him to do so or to have it executed by the permanent Secy himself by sending the deed to England or by some other legally competent person. The matter cannot be allowed to remain unsettled indefinitely.

M
27.20.
27.20.
27.20.

10-16.

C.F.-22.

Education DEPARTMENT.

Received 27.8.1920 Registered 27.8.1920



Subject

Conveyance deed for the land acquired for the S.P.G. College, Trichinopoly.

ENCLOSURES
No. 1
Share copies

R.C. No. 1715/R. of 1919.

Trichinopoly, Station, Dated the 21st August 1920. 191

Home (S.P.G.)

Lodged.

May be reminded again, if need be, on 1-10-20.

27.8.20

27/8/20

From (Name) B.W. Legh Esquire, I.C.S.,
(Designation) Collector of Trichinopoly,

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

Sir,
Your reminder memo No. 1248-B-1 dated 17-8-1920.

On receipt of Government Memorandum No. 1248-B-1 dated 8-7-1920, the Rev. Allan F. Gardiner was requested to take urgent action for the execution of the deed. He has written to say that he has referred the matter to the Acting Secretary, S.P.G. Mission to take immediate action on the lines laid down in the memo under reference. I am asking him to-day to inform me the stage at which the matter now stands. The reminder is enclosed.

I have the honour to be,
Sir,
Your most obedient servant,
Suris
For Collector.

27/8/20

Home (Education) DEPARTMENT.

Received _____ 191 . Registered _____ 1912.

Subject.

Conveyance deed for the lands acquired for the
S.P.G. College, Trichinopoly.

Enclosures.

No.

One

Spare copies

R.C. No.1715/R. of 1919.

Station Trichinopoly, Dated the 6th October 1920 191

Home (Ed) Dept. From (Name) E.M. Leach Esquire, I.C.S.

(Designation) Collector of Trichinopoly.

To The Secretary to the Government of Madras,

Home (Education) Department,

Stonehouse Hill, Ootacamund.

Your reminder dated 1-10-1920 to No. 1248-B-1,
dated 8-7-1920.

DESPATCHED

15 NOV. 1920

On a reference made to the Rev. Allan F. Gardiner, Principal, S.P.G. College, Trichinopoly, he replied on 25th August 1920 that he has requested the Secretary at home to send the power of attorney to Mr. Edmund at a very early date, and that he has also written to Mr. Edmund, the Secretary at Madras, to take early steps in the matter. Again on a further reference made from this office Mr. Gardiner has informed me that the power of attorney has not yet been received in favour of Mr. Edmund. I am awaiting his

13/10/20
13/10/20
13/10/20

To be returned Six
again to n-20

p.54

18/9
further reply.

2. The reminder under reference is resubmitted.

I have the honour to be,

Sir,

Your most obedient servant,

[Signature]
For Collector.

S.S.7-10-1920.
R/K.
7x20. 7/10/20

ENCLOSURES.

No. *6*
by P.P.
Spare copies

R.C.No. 1715/R. of 1919.

Station Trichinopoly, Dated the 25th January 1921

From (Name) E.W. Leigh Esquire, I.C.S.,

DESPATCHED

27 JAN 1921

(Designation) Collector of Trichinopoly,

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

Sir,

Government Memo No. 1248/B-1 dated 8th July 1920- Deed
of conveyance in respect of lands acquired for the S.P.G.
College, Trichinopoly.

As required by G.O. No. 134-Home (Education) dated
27-1-1920, I enclose herein a deed of conveyance, drawn up
by the Government Solicitor in respect of the above acquisition.
It has been approved and executed by the Rev. A.F.
Cardiner who has been appointed by the Society as the attorney
of the Society at Trichinopoly. I request that the
deed may be attested by the Secretary to Government on
behalf of the Vendor in the presence of two witnesses and the
same returned to me for delivery to the College authorities.

as

R.K.
26.1.21.

The Secretary, Richmond
(with an ~~enc~~ - copy being
kept for record)

be filled up after the deed has been
signed. The corrections and alterations
may be initialled.

3.2.24
J.E.
4.2.24

A.
5.2.24

copy 2800 10 14

This indenture made the eighth day of February one thousand nine hundred and twenty one between the right Honourable the Secretary of State for India in Council (hereinafter called "the vendor" of the one part and the Society for the propagation of the Gospel in Foreign parts incorporated by Royal Charter of King William the Third of England and having its head office at Number 15, Tufton Street Westminster England (hereinafter called "the Purchaser") of the other part.

Whereas the piece or parcel of land and premises hereinafter intended to be hereby granted, conveyed and assigned were duly acquired by the vendor under the provisions of the Land Acquisition Act 1894 for the extension of the S.P.G. College, Trichinopoly.

And whereas the compensation awarded for such acquisition was paid partly by the Government of Madras from Provincial funds on behalf of the vendor and partly out of the funds belonging to and paid to the Government of Madras by the purchaser.

And whereas the claimant for compensation has applied to the Court for enhanced compensation under section 18 of the Land Acquisition Act and if any is awarded the purchaser has agreed to pay the same and all expenses that may be incurred by the vendor in the conduct of the said land acquisition case in all courts.

And whereas the Government of Madras in their order No. 413 home (Education), dated the fifth day of April 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 said College 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 twenty ^{one} thousand two hundred and ninety rupees being the proportion of the said compensation paid by the purchaser to ~~the~~ the Government of Madras 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 twenty ^{two} thousand two hundred and ninety rupees 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 its successors and assigns ALL THAT piece or parcel of land situated in the Town of Trichinopoly in the Registration Joint No. 1 Sub District of Trichinopoly in the Registration District of Trichinopoly 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 piece or parcel of land and premises in any way 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 piece or parcel of land and premises hereby granted conveyed and assigned or expressed so to be unto the purchaser and its successors and assigns subject nevertheless to the covenants restrictions stipulations and agreements hereinafter contained and the Vendor doth hereby for himself and his successors covenant that in case the said piece or parcel of land and premises or any part thereof shall at any time hereafter be resumed by the vendor or his successors under the provisions in that behalf hereinafter contained the vendor his successors or assigns under the provisions in that behalf hereinafter contained will pay to the purchaser its successors or assigns as and by way of compensation for the same the sum of twenty ^{two} thousand two hundred and ninety rupees or a sum proportionate to the part resumed together with the actual cost or the then ascertained value whichever should be the less in amount of any buildings or other works which shall then be in or upon the said piece or parcel of land or any part thereof or which ~~shall then be~~ may have been erected by the purchaser or its successors at its or their cost of the said piece or parcel of land or any part thereof excluding any grant in aid which might have been given by the Government of Madras towards such erection.

AND the purchaser doth hereby for itself its successors and assigns covenant with the vendor its successors and assigns ~~and assigns~~ that the purchaser its successors and assigns will at all times hereafter pay the assessments and taxes that may from time to time be levied upon the said piece or parcel of land and premises by the Government under the rules from

from time to time in force for the levy of assessments and taxes on lands and premises of a like nature and will not prior to the lapse of forty years from the date of execution of this conveyance save with the previous consent and approval of the said Government in writing use the said piece or parcel of land or any part thereof or any buildings now or hereafter erected thereon for purposes other than those for which the said piece or parcel of land was acquired.

And further will pay any increased compensation in respect of the hereinbefore recited application for enhanced compensation that may be awarded by any court or courts to which an appeal may be taken and all expenses incurred by the vendor in the conduct of the reference under section 18 of the Land Acquisition Act and any appeal therefrom.

And further that in case the said piece or parcel of land and premises or any part thereof shall at any time prior to the expiration of forty years from the date of execution of this conveyance cease to be used save with the consent and approval of the said Government of Madras as aforesaid for (other than educational purposes or purposes other than those for which the said piece or parcel of land was acquired the said piece or parcel of land and premises and all buildings thereon shall at the option of and demand by ~~by~~ the vendor ~~his~~ successors or assigns immediately revert to and become the property of the vendor his successors or assigns and that the purchaser its successors or assigns will forthwith upon being required so to do by the said Government of Madras execute in favour of the vendor his successors and assigns such a conveyance or other assurance for vesting the said piece or parcel of land and premises and every part thereof with the buildings thereon and appurtenances thereto in the vendor his successors or assigns) ^{or as he or they shall direct and that it shall be lawful for the vendor his successors or assigns to re-enter upon any part of the premises in the name of the whole and to resume possession thereof as of his former estate and thereupon these presents and every Article clause or thing therein contained on the part of the vendor and his successors shall absolutely cease and determine.}

In witness whereof Dewan Bahadur Raghunatha Rao Ramachandra Rao ^{Agal} the Secretary to the Government of Madras in the 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 Reverend Allan Frederick Gardiner, 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 that piece or parcel of land situate in the Trichinopoly Town Fourth Ward in the Registration Joint No.1 Sub District of Trichinopoly in the Registration district of Trichinopoly bearing T.S.No.2566 part and bounded on the north by T.S.Nos.2564 2562 and 2554 on the east by T.S.Nos.2459 and 2566/2 on the south by Singara Tope Street T.S.No.2302 and on the west by the S.P.G.College Play Ground T.S.No.2564 and containing by admeasurement 7 acres 26728 sq.ft or thereabouts.

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

R.Ramachandra Rao,

A.Sambandham,
Clerk, Law (Education) Dept.
8-2-21.

T.Daniel
Clerk, Law (Education) Dept.
8-2-21.

Signed sealed and delivered by the
abovenamed Alan Frederick Gardiner,
the duly constituted attorney of the
Society for the Propagation of Gospel
in foreign parts in the presence of

Allan Frederick Gardiner the duly
constituted attorney of the Society
for the Propagation of the Gospel
in Foreign parts.

E.Willoughby Legh
Dt. Magistrate, Trichinopoly.

The name of Allan Frederick Gardiner has been substituted for the name of George Herbert Smith on page three line twenty-seven and on page four in accordance with the Special Power of Attorney dated thirtieth day of November in the year nineteen hundred and twenty under the common seal of the Society, ~~now~~ nominating constituting and appointing the Reverend Allan Frederick Gardiner Clerk in the holy Orders to be the Attorney of Society for this purpose.

Allan Frederick Gardiner.

When given for copying

When copied

When examined

When signed

192

READ AGAIN G.O. No.
192

DATED

CURRENT No.

ENCLOSURES TO G. No.

ORDER OF GOVERNMENT

A A A A A A A

LETTER OF GOVERNMENT

STATEMENT WITH DITTO

PAPERS NOT FILED UP, BEING WANT FOR DESPATCH
IN ORIGINAL

N.B.—

A = Copy in full.
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Q = Copy heading only.