

Law (Education) (1925) Department.

Ordinary SERIES.

G.O. No. 402

DATED 28/3/1925

[Despatch Abstract.]

Myr's College - Mylapore - Resurvey No. 4269/1
 of Sri Subrahmanya Ayyar's family -
 surveyance deed - sent to Government Solicitor
 for execution

sent
 16.3.27

G.O.	No.	Department.	Date.	G.O.	No.	Department.
g.o.	no	402 Lg	20.3.25			
g.o.	no	100 Lg	23.1.25			
g.o.	no	66. Lg.	17.1.22			
g.o.	659	HE	4.6. P/B			
FURTHER PAPERS.						
G.O.	No.	Department.	Date.	G.O.	No.	Department.
g.o.	1403	Lg	13.8.25			
g.o.	1841	Lg	26.10.25			

No. 129.

Madras 26th January 1922.

From

Henry Brightwell,

Government Solicitor,

Madras.



To

The Secretary to Government,

Law (Education) Department.

EX 3190
30/1/22

Sir,

I have the honour to acknowledge receipt of a copy of G. O. No. 66 Law (Education) Department dated 17th January 1922.

2. I note that I am to draw up a conveyance and Counter part in the terms of the agreement referred to in para 3 of the G.O.

3. I request to be furnished with a copy of the agreement referred to in para 3 above to enable me to incorporate the same in the draft conveyance.

4. What is the consideration for the sale for the purpose of stamp duty?

5. I beg to point out that my costs of and in connection with the conveyance should be paid either by the purchasers or by Government as it is no part of my duties as Government Solicitor to prepare conveyances by Government - If purchasers wish me to do the work they should pay me.

I have the honour to be,

Sir,

Your Obedient Servant,

H. Brightwell

Government Solicitor.

Presumably based on G.O. 2914 (C)
30.11.15

[C. 319A]

Memo: No. 319 B-3

3.3.22

Acquisition of land

- Queen Mary's College, Madras

- His letter No. 129 of 26.1.22

p. 10F.

(Para 1, p. 1 n. b)

D.O. to Mr. Sankala Ayyar, No. 2623 B-3
 {
 letter from Sir Subrahmanya Ayyar
 + family of 4.1.22
 letter from " do " of 6.1.22.

B on p. 10 n. f

The Govt. Solicitor is furnished with copies of the marginally-noted correspondence between the Govt. and Sir Subrahmanya Ayyar's family containing the agreement between them, for incorporation in the draft conveyance. He is also informed that the question of the charges, if any, to be paid to him for preparing the deed and of the party by whom they should be paid, is under reference to the Advocate-General who has been asked to advise in the matter.

2. The Govt. Solicitor is requested to state

any stamp duty is payable
on the conveyance and the
counterpart and, if so, by
whom. the consideration for the
sale for the purpose of stamp duty
is Rs. 34,350.

3.2.22
R
25-2-22
25/2/22

3
A on p. 9 n f.

The Gov. Solicitor (with encls.)

R after 3 weeks.

4 MAR 1922

NO. 461

MADRAS 6TH APRIL 1922.



C. MORESBY,
AG: GOVERNMENT SOLICITOR,
MADRAS.

THE UNDER SECRETARY TO GOVERNMENT,
LAW (EDUCATION) DEPARTMENT,
MADRAS.

SIR,

Acquisition of land - Queen Marys College -
for Women - Conveyance deed - stamp charges.

With reference to your reminder dated the 30th March 1922

I regret to say that I am unable to find the file in connection --
therewith which apparently has been mislaid and I shall be obliged
if you will kindly send me copies of the papers sent to me.

I HAVE THE HONOUR TO BE,
SIR,
YOUR OBEDIENT SERVANT,

AG: GOVERNMENT SOLICITOR.

5 5
Law (20)

[Ct. 1288 B]

Not to move

Memo: No. 1288B-1
10-4-22

Land acquisition

Queen Mary's college for women

p. 4 cf.

His letter No. 461 of 6.4.22

The Govt. solicitor

is furnished with copy of

pp. 2-3 cf.

Govt. Memo: No. 319B-3, Law

(Edn), of 3.3.22, with encls.

suris. He is requested to

send an early reply to

p. 2 cf.

para. 2 hereof.

CRV
8.4.22

ILH
8.4.22

8/4/22

To

The Govt. Solicitor (with

signed copy of Memo: on

pp. 2-3 cf + encls.)

(To be shown to
section before despatch)

R after 3 weeks.

RL

OFFICE OF THE

For perusal.

The mems: below

need not incur.

Dated _____ 191 .

Hours _____ Minutes.

TELEPHONIC MESSAGE.

From

The Govt Solicitor

To

The Under Secy Law L. D.

Refr: My letter no 461

8.6.4.22. re Acquisition of Land
Queen Marys College for women conveyanceI have since found the
paper. You need not therefore send
me copies. I regret the trouble
that I gave you. The conveyance
called for is being prepared and
will be sent to you on Wednesday the 12th inst.

10/4

No. 562

Ed 1449B

1-5-22

Madras 28th April 1922.

From

C. Moresby,

Ag: Government Solicitor,

Madras

To

The Secretary to Government,

Law (Education) Department,

Madras.

Sir,

With reference to your Memorandum No. 319 B-2 dated the 3rd March 1922 I have the honour to forward herewith fair draft conveyance of R.S. No. 4269 in Greenways Road for approval.

2. I have inserted a covenant for the return of the -- purchase money in the event of R.S. No. 1016 being found to be -- the property of the purchasers, it will be found on page 5 of the fair draft sent herewith, and a covenant by the purchasers for payment of any excess of Rs 34350/- that may have to be paid in the event of the land R.S. No. 1016 being found to be the plaintiffs in the suit filed and Government having to pay more as compensation on the acquisition thereof. The number of the suit left blank in the draft should be filled in.

3. There is no occasion for a counterpart as the conveyance should be executed by both parties. If copies are required they -- can be furnished.

4. Stamp duty is payable on the conveyance as the same is -- payable by the purchasers. The amount of same will be Rs 517-8-0 -- and Corporation duty Rs 343-8-0.

I have the honour to be,

Sir,

Your Obedient Servant,

Ag: Government Solicitor.

*Review sent
not to Sankara
appa*



THIS INDENTURE made the day of

1922 Between THE RIGHT HONOURABLE THE SECRETARY OF STATE
FOR INDIA IN COUNCIL (hereinafter called "the Vendor") of the one
part and SIR S. SUBRAMANIA IYER M. S. SUBRAMANIA IYER M. S. --
SANKARA IYER and M. S. ANANTANARAYANA IYER (hereinafter called
"the purchasers" of the other part.

WHEREAS by a notification published on page 634 of
part I-B of the Fort Saint George Gazette dated the 21st of June
1921 the pieces or parcels of land belonging or reputed to belong
to the purchasers and bearing R. S. Numbers 1014 1015 2-B-2 and
1016 were notified for acquisition under the Land Acquisition
*the purchaser having previously agreed that a sum of Rs 26,650 in cash
& the land described in the schedule be the compensation therefor*
Act but subsequent to such notification a suit in respect of

R. S. ^{no} 1016 was filed by one M. Venkatasami Pillai claiming to be the
owner thereof & consequently the original notification was withdrawn
as regards R. S. No. 1016 and a sum of Rs 26,650 was awarded as

compensation for the said R.S. Nos. 1014 & 1015 2-B-2.

And whereas the purpose of the acquisition of R.S. No 1016 was to acquire land for a public purpose and the compensation therefor was fixed at Rs 26,650/-
but the claim was not pressed & was accordingly dismissed & the Collector's award of Rs 24,350/- was confirmed
AND WHEREAS it has been agreed by and between the

parties hereto that the sum of Rs 34,350/- shall be taken as the

And whereas
value of the said land and premises R.S. No. 1016, and the vendor

has agreed to convey to the purchasers ~~land of equal value thereto~~

~~viz~~ the premises hereinafter conveyed the consideration for which

the sum of Rs 34,350/-
shall be the said sum of Rs 34,350/- ~~on the said land R.S. No. 1016~~

if any finally awarded as Compensation under the said sum Rs 34,350/-
in the event of the said suit C.S. No. 373 of 1921 being decreed in

favour of the purchaser but should the said suit be decreed in -

favour of the plaintiffs the purchasers shall then pay the said

sum of Rs 34350/- to the vendor and in addition any further --

money that the vendor may have to pay under and by virtue of the

acquisition of the said land R.S. No. 1016.

NOW THIS INDENTURE WITNESSETH that in pursuance of the

said agreement and in consideration of the sum of Rs 34350/- so

paid as aforesaid to the Government of Madras the receipt whereof

the vendor doth hereby admit and acknowledge the vendor doth --

hereby grant convey and assign unto the purchasers their ----

executors administrators legal representatives and assigns ALL -

THAT piece or parcel of land situated in the town of Madras and

being more particularly described in the schedule hereunder -

times hereafter peaceably and quietly ⁹ with the purchasers their executors --

premises and receive the rents and ¹⁰ representatives and assigns that in

lawful eviction interruption claim ³⁷³ being passed in the said C. S. No. 373

by the vendor or his successors or ³ any of the purchasers and the said piece

or equitably claiming through or under ³ No. 1016 being found to be the --

or any of them AND that free from ³ purchasers their executors administrators

suffered by the vendor or by any other ³ and assigns then the vendor will repay

as aforesaid AND further that he ³ their executors administrators legal --

all persons having or lawfully or ³ assigns the said sum of Rs 34350/- now

interest in the said premises or any ³ as and for the consideration of these

or in trust or for the vendor or his ³ sers for themselves their executors

and will from time to time and at ³ representatives and assigns do hereby

and cost of the purchasers their ³ ex his successors and assigns that the

representatives and assigns do ³ ex administrators legal representatives

done executed and registered all ³ times hereafter pay all ground rent

whatsoever for further and more ³ part are or may from time to time be -

premises and every part thereof ³ untill or parcel of land and premises -

administrators legal ³ representatives or the Government of Madras AND

aforesaid as shall or may be ³ reasonable themselves their executors ---

13
administrators legal representatives and assigns hereby covenant

with the vendor and his successors that in the event of the said

small, Compensation finally awarded of Rs 1016 is

~~piece or parcel of land R.S. No. 1016 being decreed in the said~~

decree of the said sum of Rs 34350, the purchaser, then

~~C. S. No. 373 of 1921 to be the property of the plaintiffs in~~

execution, administration, & it is assigned with portfolio

~~the said suit they the purchasers their executors administrators~~

by the said decree award to the vendors.

~~legal representatives and assigns will forthwith in addition to~~

the said sum of Rs 34350/- the consideration herefor pay to the

vendor and his successors any further sum or sums of money that

the vendor may have to pay in excess of the said sum of Rs 34350/-

as compensation for the said land R.S. No. 1016.

IN WITNESS whereof the Honourable

Secretary to the Government of Madras Revenue 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 purchasers have hereunto set their hands and seals the day

and year first above written.

14 10 11
THE SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land and premises situated

in the village of *Mylapore* in the town of Madras

in the Registration Sub District of *South Madras*

in the Registration District of *Madras-Chingleput*

and bounded on the North by *R.S. 4268 of Mylapore*

on the East by *R.S. 4270 of Mylapore*

on the South ^{+ West} by *R.S. 4269 part of Mylapore* and

~~on the West by~~ *R.S. 4269 part of Mylapore*

and bearing Re Survey No. (4269) ^{*of Mylapore*} and containing in the whole by

^{*cont. gds. left*}
admeasurement *0 - 14-1490* or thereabouts.

SIGNED sealed and delivered by the)
abovenamed)
in the presence of -----)

SIGNED sealed and delivered by the)
abovenamed)
in the presence of -----)

SIGNED

15
SIGNED sealed and delivered by the)
abovenamed)
in the presence of -----)

SIGNED sealed and delivered by the)
abovenamed)
in the presence of -----)

SIGNED sealed and delivered by the)
abovenamed)
in the presence of -----)

Dated 1922.

The Right Honourable the Secretary
of State for India in Council ----

-15-

Sir S. Subramania Iyer and 3 Others

CONVEYANCE of land and house in the
town of Madras -----

C. Moresby,

Ag: Government Solicitor

Madras.

[C. 319B]

Memo: N. 319B-6

19/7/22

Queen Mary's College -

Acquisition of land - draft
conveyance deed - correspondence
ending with Govt. Solicitor's
letter N. 562 of 28.4.22 -

p. 7 of

The draft deed

pp. 8-16 of

received from the Government
Solicitor has been altered in
certain respects in order to
express the intentions of
Govt. more clearly and is
enclosed herewith. The Govt.
Solicitor is requested to
scrutinise the deed as
altered, in consultation with
the collector of Madras, and
to report whether it is in
order.

R
7.7.22

M
10/7/22

CV
7.7.22

I

The Govt. Solicitor (with deed
at pp. 8-16 of)

copy to the collector of Madras

19/7/22

R after 3 weeks.



No. 1120

Madras 6th September 1922.

From

C. Moresby,

Ag: Government Solicitor,

Madras.

To

The Secretary to Government,

Law (Education) Department,

Madras.

Sir,

Queen Mary's College - Acquisition of land -
draft Conveyance.

I have the honour to inform you that I received on the 2nd instant from the Collector of Madras particulars of the boundaries of the land in question and also a plan which I have attached to the draft.

2. I have made what alterations are necessary and send a fair copy of the draft together with the one sent me for reference.

3. You will note that I have altered one recital and struck out another as since the draft was prepared the Small Cause Court has given its decision in L.C. No. 8 of 1922.

4. The Collector reports that there are no buildings on the land and I have omitted the words as desired.

I have the honour to be,

Sir,

Your Obedient Servant,

Ag: Government Solicitor.

	Initials.	Date
Received in Fair-copying Section.		
Copied		2/2
Examined		2/2
Signed		
Despatched		

[E-319B]

Memo: No. 319B-11

2-2-23

Queen Mary's College -

Acq. of land - Draft

conveyance deed - correspondence

ending with Govt. Solicitor

letter No. 1120 of 6.9.22 -

The Govt. have decided that the land R.S. No. 4269, which is to be conveyed to Sri Subrahmanya ayyar and his family,

should be held by them

quit rent tenure and

that this fact, together

with the amount of rent

to be levied, should be

embodied in the draft

deed. The Govt. Solicitor

is requested to carry out

the necessary alterations

in the deed in consultation

with the Col. of Madras

and resubmit it to Govt.

18.1.23

18.1.23

18.1.23

18.1.23

on the same tenure
and at the same rate
of quitrent as the
land acquired from
them

In the Govt. Solicitor's office and
on 14.1.23

copy to the Col. of Madras

R after 3 weeks.

Despatched
with Encls
11/2
3/2



No. 221.

29 14 16
Madras 14th February 1923.

C. Moresby,
Government Solicitor,
M a d r a s.

h. bu 742B
16/2/23

To

The Secretary to Government,
Law (Education) Department,
M a d r a s.

Sir,

Queen Marys College - Acquisition of
land - draft conveyance.

p. 28 *and*
I have the honour to acknowledge receipt of your
Memorandum No. 319 B-11 dated the 2nd instant and I am in -
communication with the Collector of Madras for the necessary
information.

I have the honour to be,
Sir,
Your Obedient Servant,

Submitted for perusal.
(R. on 20/3)

cvv
19.2.23

A
20/2/23

C. Moresby
Government Solicitor.

No. 423

30

Madras, 24th March 1923.

From

C. Moresby,
Government Solicitor,
Madras.

R. Cu 1487 B.
27.3.23.

To

The Secretary to Government,
Law (Education) Department,
Madras.

Queen Mary's College- Acquisition of land
Draft Conveyance

With reference to your Memorandum No. 319 B-11, dated the 2nd

ultimo I have made the necessary alterations in the Conveyance after -
obtaining the necessary information from the Collector and forward the
same herewith with the alterations shown in red ink.

I have the honour to be,

Sir,

Your obedient servant,

Government Solicitor.

pp. 19-24 ante.

Sir,
27 MAR 1923

THIS INDENTURE made the day of

one thousand nine hundred and twenty ~~two~~ ^{four} ~~three~~ BETWEEN THE RIGHT

HONOURABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter

called "the Vendor") of the one part and ~~SIR S. SUBRAMANIA IYER M.~~

S. SUBRAMANIA IYER, M. S. SANKARA IYER, and M. S. ANANTANARAYANA IYER

(hereinafter called "the Purchasers") of the other part.

WHEREAS By a notification published on page 634 of --

part 1-B of the Fort Saint George Gazette dated the 21st of June

1921 the pieces or parcels of land belonging or reputed to belong

to the purchasers and bearing R. S. Numbers 1014 1015 2.B.2 and 1016

were notified for acquisition under the Land Acquisition Act the --

parties having previously agreed that a sum of Rs. 3 lakhs in cash

and the land described in the schedule be the compensation therefor

but subsequent to such notification a suit in respect of R. S. --

No. 1016 was filed by one M. Venkatasami Pillai claiming to be the -

owner thereof and consequently the original notification was withdrawn

as regards R. S. No. 1016 and a sum of Rs. 2,65,650 was awarded as --

compensation

32 (30/11/21)
compensation for the said R. S. Nos. 1014 and 1015 2-B-2.

AND WHEREAS proceedings for the acquisition of R. S. No. 1016 were separately taken and a sum of Rs. 1,03,000/- was claimed as - compensation by the said M. Venkatasami Pillai but the claim was not pressed and was accordingly dismissed and the Collectors -- award of Rs. 34,350/- was confirmed.

AND WHEREAS the vendor has agreed to convey to the purchasers the premises hereinafter conveyed the consideration for which -- shall be the said sum of Rs. 34,350/-.

NOW THIS INDENTURE WITNESSETH that in pursuance of the (said) agreement and in consideration of the sum of Rs. 34,350/- so paid as aforesaid to the Government of Madras the receipt whereof the vendor doth hereby admit and acknowledge the vendor doth hereby grant convey and assign unto the purchaser their executors -- administrators legal representatives and assigns ALL THAT piece or parcel of land situated in the town of Madras and being more particularly described in the schedule hereunder written and --

delineated

16 19
THIS INDENTURE made the day of One thousand nine hundred and twenty five B.E.T.W.E.E.N THE RIGHT HONOURABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called "the Vendor") of the one part and M.S. Subramania Iyer, M.S. Sankara Iyer, and M.S. Anantanarayana Iyer (hereinafter called "the purchasers" of the other part.

WHEREAS by a notification published on page 634 of part 1-B of the Fort Saint George Gazette dated the 21st of June 1921 the pieces or parcels of land belonging or reputed to belong to the purchasers and bearing R.S. Numbers 1014, 1015 2.B.2 and 1016 were notified for acquisition under the Land Acquisition Act the parties having previously agreed that a sum of Rs. 3 lakhs in cash and the land described in the -- schedule be the compensation therefor but subsequent to such notification a suit in respect of R.S. No. 1016 was filed by one M. Venkatasami Pillai claiming to be the owner thereof and consequently the original notification was withdrawn as regards R.S. No. 1016 and a sum of Rs. 2,65,650 (the said sum being arrived at by -- deducting from the amount of 3 lakhs originally agreed

Rs.34,350 compensation awarded by the Collector for
R.S.
~~Resurvey~~ No.1016) was awarded as compensation in
addition to the transfer of the land described in
the schedule to the purchasers for the said R.S.
Nos.1014 and 1015 2.B.2.

NOW THIS INDENTURE WITNESSETH that in pursuance
of the agreement and award referred to above, the
vendor doth hereby grant convey and assign unto the
purchaser their executors administrators legal repre-
-sentatives and assigns ALL THAT piece or parcel of
land situated in the town of Madras and being more
particularly described in the schedule hereunder
written and delineated in the plan hereto attached
TOGETHER with all 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 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 piece or parcel of land and premises hereby

33
17 20
delineated in the plan hereto attached TOGETHER with all 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 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 piece or parcel of land and premises
hereby granted conveyed and assigned unto the purchasers their
*Subject to the payment annually of a quit rent
of Rs. 3-3-0*
executors administrators legal representatives and assigns for
ever AND the vendor doth hereby for himself and his successors
covenant with the purchasers their executors administrators --
legal representatives and assigns that notwithstanding any act
deed or thing by the vendor done or executed or knowingly
suffered to the contrary he the vendor hath now good right to
grant convey and assign the premises hereby granted conveyed
and assigned unto the purchasers their executors administrators
legal representatives and assigns in manner aforesaid AND that

purchasers their executors administrators legal representatives and assigns shall at all times hereafter peaceably and quietly possess and enjoy the said premises and receive the rents and profits -- thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendor or his successors or any person or persons lawfully or equitably claiming through or under or in trust for him or them or any of them AND that free from incumbrances whatsoever made or suffered by the vendor or by any other person or persons claiming as aforesaid AND further that he the vendor and his successors and all persons having or lawfully or equitably claiming any estate or interest in the said premises or any part thereof through under or in trust or for the vendor or his -- successors or any of them shall and will from time to time and at all times hereafter at the request and cost of the purchasers their executors administrators legal representatives and assigns do -- execute and register or cause to be done executed and registered all such acts deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the purchasers

their

their executors administrators legal representatives and assigns in manner aforesaid as shall or may be reasonably required, AND the purchasers for themselves their executors administrators -- legal representatives and assigns do hereby covenant with the vendor his successors and assigns that the purchasers their -- executors administrators legal representatives and assigns will

The said annual quit rent of Rs 3-3-0 and all

at all times hereafter pay ~~all ground rent~~ assessment and taxes 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 ⁴ AND further the purchasers for themselves their executors administrators legal representatives and assigns hereby covenant with the vendor and his successors that in the event of the amount of compensation finally awarded for R. S. -- No.1016 exceeding the said sum of Rs.34350 the purchasers their executors administrators legal representatives and assigns will forthwith pay the said excess amount to the vendors.

I N W I T N E S S whereof the ~~Honourable~~ ^{Law} Secretary to the Government of Madras Revenue Department by order

and

28 36
direction of His Excellency the Governor of Fort Saint George

in Council acting for and on behalf of the vendor and -

-
the purchasers have hereunto set their hands and seals the day

and year first above written.

THE SCHEDULE ABOVE REFERRED TO

A L L that piece or parcel of land and premises situated

in the village of Mylapore in the town of Madras in the Regis-

tration Sub District of South Madras in the Registration --

District of Madras Chingleput and bounded on the North by R.S.

4268 of Mylapore on the East by R. S. 4270 of Mylapore on the

South and West by R. S. No. 4269 of Mylapore and bearing --

Re-Survey No. 4269 of Mylapore and containing in the whole by
1

admeasurement caws grds sq. ft
0 14 1490 or thereabouts.

Signed

31
Signed sealed and delivered by the)
abovenamed)
in the presence of. ..)

Signed sealed and delivered by the)
abovenamed)
in the presence of. ..)

Signed sealed and delivered by the)
abovenamed)
in the presence of. ..)

Signed sealed and delivered by the)
abovenamed)
in the presence of. ..)

Signed sealed and delivered by the)
abovenamed)
in the presence of. ..)

38-39

Dated

1922

THE RIGHT HONOURABLE THE SECRETARY
OF STATE FOR INDIA IN COUNCIL

TO
H.R. by. Dr. S. Sankaranarayanan
SIR S. SUBRAMANIA IYER & 2 OTHERS

CONVEYANCE of land and house
in the town of Madras.

C. Moresby

Ag: Government Solicitor

Madras

Law (Education) Department

Memo

Land Acquisition-R.S.Nos. 1014
1015-2-B-2 & 1016-Mylapore-Queen
Mary's college for women-Award
Nos. 15 & 20 dated 27-1-22 and
2-11/22 dated 14-3-22.

The attention of the Collr. of
Madras is invited to the follg. facts
about the acquisition of the lands
referred to above:-

(1) The original proposal was
to acquire R.S.Nos. 1014, 1015-2-B-2
& 1016 and to award a compensation
of Rs. 3 lakhs and to convey to the
owners a plot of Govt. land in R.S.
No. 4269 equal in extent to R.S.
1016. vide the Advocate General's
opinion communicated with Diwan
Bahadur R. Ramachandra Rao's d.
No. 1471-B-2 dated 20th June 1921.

(2) Subsequently, on account of
dispute as to the title to
No. 1016, it was decided to proceed
with the acquisition of the remain-
ing plots, the owners being given
a compensation of Rs. 2,65,650 in
addition to the piece of Govt. land
in R.S. No. 4269 adverted to in para
para (1). Separate acquisition
also ordered in respect of R.S.
1016, the compensation payable
which was estimated at Rs. 34,34,34.

p. 3 of No. 930 dt. 20.6.21

p. 5 of notes ibid.

41
No. 66 Ed., 17.1.22
vide Diwan Bahadur Ramachandra Rao's
d.o. No. 2623-B-5 dated 23rd Jany. 22.

(K)
p-45 of No. 66 Ed.
17.1.22
(H)
2. The awards made by the Land Acquisition officer do not mention the conveyance to the owners of the Govt. land in R.S.No. 4269 as part of the compensation payable to them. This omission has led to difficulties in conveying it to the parties. As the awards stand at present, there is no consideration for the conveyance of R.S.No. 4269 and the Govt. are advised that unless the awards are brought into accord with the agreement arrived at with the parties, the Govt. will have to incur stamp and other charges for the conveyance. The Collector is therefore requested to have the awards corrected so as to include again the conveyance of R.S. 4269 as part of the compensation payable to the parties. The Govt. are advised that it is competent for the Collector to rectify what is apparently an omission.

To
The Collector of Madras
The Government Solicitor.



42
DEPARTMENT

In future letters, please
quote No A-2-1362-24
dated 16-10-24
and short title

Rec'd

Enclosures

Reg'd

Spare copies

Telephone No. 1452
Post Box No.
Telegraphic Address

Dated 16th October 1924

From (Name) H.T. Reilly Esquire, I.O.S.,
(Designation) Collector of Madras,
(Address) G.P.O., Madras. 1111

To The SECRETARY TO GOVERNMENT,

LAW (EDUCATION) DEPARTMENT,

Fort Saint George, Madras.

Sir,

Land Acquisition - Mylapore - R.S.Nos. 1014, 1015/2-B-2
and 1016 - Queen Mary's College - Government Memorandum

No. 1359/C-1 dated 7th October 1924.

From a perusal of the records relating to the above acquisition I find that a plot of Government land measuring about 14 grounds in extent was agreed to be given to Sir S. Subramaniya Ayyar and his grandsons on account of the acquisition of R.S. 1016 of Mylapore the acquisition which was omitted in the first instance by some mistake occurring in the course of the negotiations with the parties.

2 Government now apparently direct me to correct the award in respect of R.S.Nos. 1014 and 1015/2-B-2 whereas the award relating to R.S. 1016 is the one that has really to be amended. I however see from the file that money compensation has been awarded for the acquisition of the latter field viz. R.S. 1016 and the amount deposited in Court as the title was in dispute. I am therefore at a loss to know what Government are actually asking me to do and request that they will be pleased to issue specific instructions

43
-2-
instructions as to the manner of corrections that I should make in respect of the awards, copies of which have already been submitted to Government with reference to their telephonic message from the Under Secretary to Government, Law (Drafting) Department dated the 1st August 1924. I also submit for the information of Government that the Collector was not the Land Acquisition Officer who passed the awards in ~~both~~ ^{two} the acquisitions but Mr. E.W. Clarke who is now the Assistant Commissioner of Incometax, Coimbatore.

I have the honour to be,

Sir,

Your most obedient servant,

M.K./ 16-10-24/P

Collector.

G.E. 31.

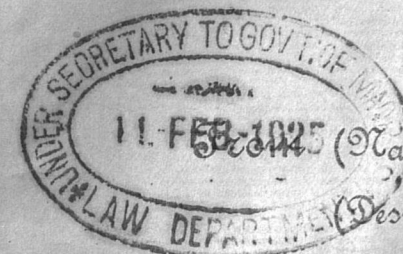
44
11-225
DEPARTMENT.

In future letters, please quote No. A-2-1362/24 dated 9-2-25 and short title *

Rec'd Enclosures
Reg'd Spare copies

Telephone No. 1452
Post Box No.
Telegraphic Address:

Dated 9th February 1925.



(Name) Dewan Bahadur R. Ramachandra Row Esq., C.S.I.,
(Designation) Collector of Madras,
(Address) G.P.O., Madras.

To The SECRETARY TO GOVERNMENT,

LAW (EDUCATIONAL) DEPARTMENT,

Fort Saint George, Madras.

Sir,

*

Land acquisition - Mylapore - R.S.1014, 1015/2-B-2 and 1016 - Queen Mary's College - Reference Government Memo. No. 1359/C-1 dated 7th October 1924 and this office reply A-2-1362/24 dated 16-10-1924 thereon.

I have the honour to report that in accordance with the orders in paragraph 2 of the Government Memorandum quoted above I have passed a supplemental award for assignment by a conveyance of the Government land in R.S.No. 4269/1 of Mylapore equal in extent in R.S.No.1016 in addition to the compensation of Rs.2,65,650/- already awarded in the Deputy Collectr's award dated 27th January 1922.

2. The Collector was not the Land Acquisition Officer who passed the original award dated 27th January 1922 but Mr. E.W. Clarke who is now an Assistant Commissioner of Incometax, Coimbatore. As I could not make a correction in his award I made a supplemental award to supply the omission in the original award, a copy of which is enclosed herein.

My predecessor Mr. Reilly has proposed in his letter quoted above that the award relating to R.S.No.10

45
R.S.No.1016 is the one that has to be amended but I find from the file that the award relating to R.S.No.1014 and 1015/2-B-2 is the one that has to be really amended and so I have passed the supplemental award to it.

I have the honour to be,

Sir,

Your most obedient servant,

M. K. / 9-2-25/P
Collector.

46
23 A
Telephone No. 1452
In reply please quote
No. A-2-1362/24

Madras Collector's Office,
G.P.O., Madras,
6th February 1925

PROCEEDINGS OF THE COLLECTOR OF MADRAS.

Dewan Bahadur R. Ramachandra Row Esq., C.S.I.,
Collector of Madras

Land acquisition - Mylapore - R.S.Nos. 1014, 1015-2/B-2 -
Queen Mary's College for Women - Extension of

SUPPLEMENTAL AWARD.

In their notification dated 20th June 1921 Government (Law Department) directed the acquisition of R.S.No.1014, 1015/2-B-2 and 1016 of Mylapore Village measuring in all 2 cawnies 1 ground and 1732 square feet for extension of Queen Mary's College for Women.

2. In accordance with a definite contract concluded by the Government with the owners of the above fields the owners have agreed to receive from Government for the three fields three lakhs of rupees plus an assignment by a conveyance of a piece of Government land equivalent to R.S.No. 1016 in extent. The land had been subsequently selected as R.S.No. 4269/1 of Mylapore and it had been approved by Government and the owners.

3. Subsequently on account of a dispute as to the title to R.S.1016 it was decided to proceed with the acquisition of the remaining plots. Separate acquisition was ordered in respect of R.S.No.1016, the compensation payable for which was estimated at Rs.34,350/-, an award made and the amount deposited in Court pending decision of ownership between M.S. Subramania Ayyar and Venkataswami Pillai.

4. The Deputy Collector Mr. E.W. Clarke who was the Land Acquisition Officer in the case proceeded with the acquisition of the two fields R.S.Nos. 1014 and 1015/2-B-2 of Mylapore covered by the original notification. According to the contract referred to in paragraph 2 above the owners were entitled for the two fields to receive payment of a compensation of Rs.2,65,650/- out of the three lakhs of rupees in addition to an assignment by a conveyance of piece of Government land in R.S.No. 4269/1 of Mylapore equal in extent to R.S.1016 of Mylapore the remaining amount

dp
47
Rs.34,350/- (Rs.3,00,000 minus Rs.2,65,650) having been paid for R.S.1016 on a separate award. But the Land Acquisition Officer awarded only a sum of -- Rs.2,65,650/- for the two fields and by a mere accidental omission failed to mention in the award the assignment by conveyance of a piece of land in R.S. No.4269/1 equal in extent to R.S.1016.

5. The omission being an accidental one will be supplied now in accordance with the orders of Government in Memorandum No. 1359/C-1 dated 7th October 1924, by this supplemental award, and the assignment by a conveyance to the owners of R.S.1014 and 1015/2-B-2 of Mylapore a piece of Government land in R.S.No. 4269/1 of Mylapore equivalent to R.S.1016 in extent will be made in addition to the compensation of Rs.2,65,650/- already awarded in the Deputy Collector's award dated 27th January 1922.

M.K./7-2-25/P

Mamachandran No
97095
Collector.

48 24
Law (Edn) Dept
Acquisition of Land - Queen Mary's
College for women.
[C-319B] From the Govt. Solicitor, No. 129 & 26.1.22

u.s.

Para 3 of Govt. Solicitor's letter

(K) The letter from Sir Subrahmanya
aggarwal agreeing to the conditions is on
p. 38 of notes to G.O. No. 17.1.22. The
letter is not complete in itself, but has
to be read with the letter to Mr. Sankar
aggarwal on p. 32-33, and his reply on
p. 36-37, of the notes in that G.O. For
orders whether a copy of these three
letters may be furnished to the Govt.
Solicitor.

2. Para 4 of letter. The
conveyance deed and the counterpart
are ordinarily liable to stamp duty
under section 3 of the Act, read with items
23 and 25 of Schedule I to the Indian
Stamp Act, II of 1899. But under the
proviso (1) to section 3 of the Act, "any
instrument executed by, or on behalf
of, or in favour of, the Govt., in cases
where, but for this exemption, the Govt.

would be liable to pay the ~~stamp~~ duty "chargeable in respect of such instrument," is exempt from stamp duty. The conveyance deed and the counterpart in the present case, comes under this proviso and are therefore exempt from stamp duty. For order whether the Govt. solicitor may be informed accordingly.

The consideration for the sale is the sum of Rs. 34,350 withheld from the three lakhs. It was for the purpose the original arrangement was varied. Please see page 30 of paper with f. 66 17.1.22

3. Para 5 of letter.

It has been decided by the Govt. that, in cases like the present, the Govt. solicitor is not entitled to any fee. Please see C's remarks of 1.11.21 extracted at flag (M). For order whether the Govt. solicitor may be informed that he is not entitled to any fees.

4. Attention is invited

to the concluding portions of C's note on p. 42, and the D.O. to the Comr. of Madras on p. 45, of the notes to f. 66 dated 17.1.22. If Mr. Venkataswami Pillai agrees to take a compensation of Rs. 34,350, then there will be no necessity to take any counterpart from Sri Subrahmanya ayyar and his grandsons, nor need for a formal conveyance. Perhaps the Colr's reply may be awaited. 5. The file may be circulated to M₃ and C₄ for orders.

Confol.

Para 4 Do stamp duty. Shall be done if Rev. will advise

Para 5 no fees: do to Law Dept.

3/2/22

Law (S₁) no. 319 B-1 3/2/22

REVENUE DEPARTMENT

N.A. 18.6.22

804

Rev. Dept.

To Under Secy, P. & A. Secy

p. 47 of Stamp Manual
note pp 83-84 of Tagore's
Ayaz's Stamp Manual

Proviso (1) to section 3 of the Stamp Act applies only when the obligation to bear the ^{Cost of} duty rests upon Govt. It has to be determined first of all by whom the duty is payable on the instrument in the present case. Under clause (c) to section 29 of the Stamp Act the duty in the case of a conveyance is to be borne by the grantor and that on the duplicate or counterpart of a deed of conveyance by the grantee. As Govt. is the grantor the duty on the conveyance is to be borne by Sri S. Subrahmanya Ayyar and his family but the duty on the counterpart would be exempt. Submitted that these remarks the file may be passed on to Law (Genl) no.

This is only one rupee

9.2.22

The transaction may however be

viewed as one of exchange in which
 Case the stamp duty should be borne
 by the parties in equal shares. The
 Govt. are exempt from paying their
 share of the duty but the other
 parties should bear their half. The
 house is to not face from
 down & have Eda may be
 asked to Consume. Govt. to be liable.

11/2/22

S

So far as I understand the
 Govt. is not to draw of a ~~stamp~~ conveyance
 for transfer. We place responsibility to
 the acquisition proceedings. Stamp will
 be borne by the ~~transfer~~ transferee.

Law Sec

14/4/22

Law (Genl) Dept

P.S.

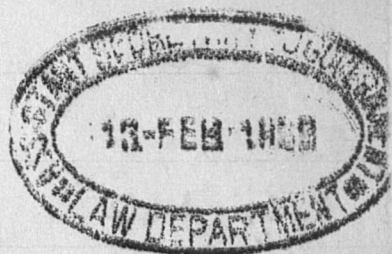
This is another instance where
 for work to be performed for the
 Govt. the Govt. Solicitor asks for a fee.
 His claim is presumably based on ~~Pro. 14~~ 14/1/22
 The decision in linked case ~~will~~ will
 cover this case also

14/1/22

Cy

Sec 29(e) of the
 Stamp Act

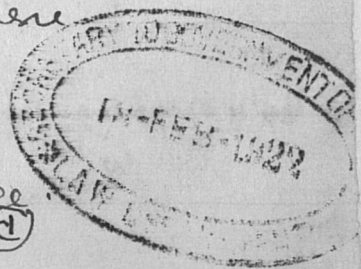
K



19/5/22
 56/494
 13/4/22

Ans

Recd 40 567/22
 OK (6) 13-2-22



26 52

P.S.

linked

With reference to this note
 in another file the Law (Eda) dep
 may be informed that the Govt.
 Solicitor is not eligible for fees in
 this case.

10/5/22

14/2

20/2/22

Eda 595-7
 20/4/22

Law (Genl) Sec

584/57

20/2/22

20-2-22 Law (Genl)

P.S.

[Faint handwritten notes and signatures]

1/5/22

1/5/22 (Genl) Sec

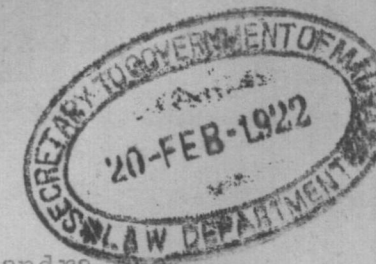
14

[Faint handwritten notes and signatures]

17/2/22

Confidential

D.O.No



Office of the Collector of

Madras

Madras Feb 18th 1922.

27 53
E 576 B
20/4/22

Dear Mr Ramachandra Rao

Queen Mary's College for women - Land Acquisition- R.S.no 1016.

Please see your D.O.No 2623 B-5 dated 23rd Jan 1922.

I addressed the rival claimant, M.Venkataswami Pillai alias Venkataswami Naicker, on the matter. The letter took 14 days to reach him- hence the delay. He is unwilling to accept

Rs 34350 as proposed, and refers me to statements he made before the Deputy Collector Madras on 22/8/21 and 29/8/21 wherein he claimed Rs 72500 and Rs 103000 respectively for the land.

In his later statement I see he says that he erroneously took the value of the land at first to be Rs 5000 per ground whereas he subsequently found it should be Rs 7100 per ground.

The Deputy Collector (Land Acquisition Officer) has issued notices under sections 9(1) and 10 of the Act to all the claimants of the land (R.S.NO 1016) to appear for proceedings on 22.2.22.

Yours sincerely

A.R.C.

A.R.C.

To Diwan Bahadur R.Ramachandra Rao Ayl

Secretary to the Government of Madras

Law (Education) Department

Madras

PT

us

Para 2 on p. 1-2 ante

The Revenue dept. consider that the conveyance is not exempt from stamp duty and that the duty should be borne by the transferee, i.e. Sri Subrahmanya Ayyar and family. The consideration for the sale is Rs. 24,350 (u.s.'s marginal note on p. 2 ante) and under item 13 of Schedule I to the Stamp Act, the duty comes to Rs. 245. It is for consideration whether the fact that key ^{should} bear the charges should be brought to the notice of Sri Subrahmanya Ayyar and family. The duty on the counterpart is Rs. 1 only and, as Govt. is the transferor, ~~this is exempt~~ ^{this is exempt}.

33350
500
= 33850
335
10
345

2/ Para 3 on p. 2 ante.

Law (Gnl) state that the Govt. Solicitor is not eligible for fees in this case.

3/ Para 4 on p. 2 ante.

Please see the collector's D.O. on p. 6 supra. The result of his negotiations with Venkataswami Pillai has not been successful. Hence formal Conveyance and Counterpart are necessary. See

the file may now be circulated
to M₃ and C₄ for orders

21.2.22
21.2.22

I presume that the next thing
to do is to get the conveyance ready.

G.S. write have to do the fee office

The Stamp will have the borne of the party.

2. Re the request of the piece of land, we
have to wait for the award

my
22/2/22

M₃

C₄

The Stamp duty shall be
borne by the Vendor or Conveyer.

Who is Dray the Solicitors

Charges claimed for it.

Perhaps the Vendor has Dray as he
shall secure right, title & etc.

A Conveyance is absolutely necessary.

Is the matter of Solicitors fees settled?

C₄ has not decided the point, though
at p. 5. Section 5 states that I was
eligible.

A Conveyance he got ready & executed,
C₄ will do -

22/2/22

A

I think the Stamp duty if any p₅ shall be
which it is better to consult the f. S. should be
borne by the party. The the conveyance is
better the party & conveyance, the original
agreement was that the f. S. should transfer
the 3 pieces of land to the f. S. & the
land in green wgs. This was I understand
the first agreement. It was never intended
that the f. S. should bear any part of
the costs. The present mode of payment by
the conveyance was due to the fact that the
conveyance of the land was split
up into 2 claims one reserved 84000 and
as if it represented the green wgs land
which it does not as green wgs land is not worth
anything like 84000. The f. S. by mistake, I
think of the debt. I think that she is to pay all
conveyance charges.

X it was proposed to
make a grant of
the land - p. 324
(K)

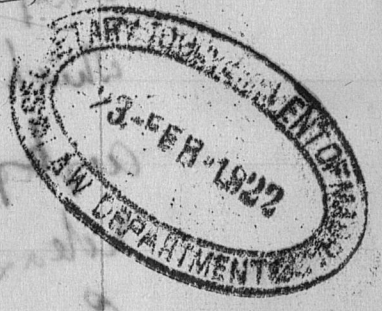
B

C

As to the f. S. fees he says he is not bound
to prepare conveyance, & so on. Why does he
get it from. Is he bound to sign any
documents or prepare a stamp to be made
over. The f. S. is entitled to receive
fees from the parties. Has the f. S. proposed to
impose that liability on the parties I don't know.
They may undertake to pay a set of fees, they
may agree with the conveyance that unless
the fees of the Solicitors is paid, they would not

transfer. I want the H.S. to see the record
 of the proceeding to examine his work
 further. There is a point in the F.S. is
 certain. We issued a general order
 on 1/15 that we propose to receive pay
 of 20 paise which will be the F.S. to
 recover from 20 paise. I don't know.
 If F.S. don't stamp still him we
 had a letter to advise us as to
 the charges if any to be paid of them to be
 paid ~~to the H.S.~~ paid all the for pay in
 duty to pay & the charges to be paid of the F.S.
 the H.S. show as him to treat the
 matter as agent.

10
 50 10 29/14 2nd
 30.11.15 ©



us
 A draft memo: to the Govt.
 solicitor is submitted.
 2. After issue, the
 file may be sent up to the Law (Genl.)
 Dept. for making the general reference
 to the Advocate-General, directed by C,
 and for furnishing him with the
 paper referred to as C above.
 The above orders do not
 cover the question raised
 by the Govt. Solicitor in para. 4

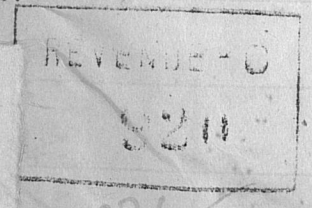
cv
 23.2.22
 The
 23.2.22

of his letter. He may want an answer
 to it in connection with the stamp question.
 The matter is dealt with in para. 2 of
 the note on page 1 & 2 of the notes above.
 Shall we include ~~in the~~ in the
 draft an answer on the lines of that
 note please?

Please: but as the reference
 re stamps, should not Rev.
 issue it at least accept the memo?
 23/2/22

Please see the last sentence
 now added to the memo: As Rev.
 Dept. have themselves suggested a
 reference to the Govt. Solicitor (K
 on p. 4 ante) it is doubtful whether
 it is necessary ^(that Rev. should issue the memo with) for acceptance:
 that it should be sent ^(before issue) to them for acceptance. For orders
 as to whether the memo ^(may) now be
 sent to Rev. for acceptance.

N.A.
 27/2/22



27/2/22 319/B-2
 25.2.22



2. After issue, the
 case may be sent to Law (Genl.)
 no. - para 2 on p. 10 ante.
 cv
 23.2.22
 The
 23.2.22
 For acceptance to
 25.2.22
 Rev.

$$\begin{array}{r} 28 \\ 1-3.22 \\ \hline 1322 \end{array}$$

Jan (over)

Issue & pass on to

Personal Memo. IV. 819 B-3] p. 25
3-3-22

Law of Paulino

Law (55) no

Law (fem) Defh

AS

A separate viz: note to the
Gov. General is subd. below
for approval. (Only copies of

Government - notes will be sent - (whenever).

10/3/22

11-3-22

RV/L
11/3

John Sheehan
to U.S. before
departure. Who
will check the
enclosures please

the. Scag's remarks
above refers to the encls
to the Memo; to the post
collector - p. 2 et. below
the encls. were checked
by Miss
before despatch.

14.3.22

Ca
1578/2



DESPATCHED
16 MAR 1964
OK

L.g. $\frac{866137}{161822}$

[illegible]

(K) 2.17.1.22. He says that no counterpane is necessary, as the conveyance is to be executed by both parties.

2. The conveyance may first be sent to the comr. of masses for filling up particulars regarding R.S. No. 4269 in the schedule on p. 14 of it may ~~thereafter~~ ^{thereafter} be sent to Mr. Sankara ayyar for execution by himself and his family, ^{According} ~~with~~ to C₃'s opinion on page 9 supra (at ①) the ~~the information that they as purchasers,~~ ^{fact} should pay the stamp duty and corporation duty amounting to Rs. 517-8-0 and Rs. 343-8-0 respectively.

3. Draft D.O. to comr.

submitted : -

D.O. 1449 B-1
n. ~~319 B-5~~ 8 6.5.22

Dear Mr. Cox,

Queen Mary's college, Mary

D.
~~B.~~
Please include
return ~~initial~~
on
BT

Land acquisition — Para 5 of S. 66,
Law (S.M.), of 17.1.22 —

(K)

I am desired to enclose
the draft conveyance of R.S. No. 4269

prepared by the Govt. solicitor and
to request ^(that it may be returned after) ~~that~~ particulars regarding

the land are entered in the schedule
appended hereto. I am to add

that the Govt. solicitor has stated
that there is no need for a counter-
part as the conveyance should be
executed by both parties.

Yours sincerely

6/5/22

Enclosed
8 MAY 1922
Dolan

A.R. Som Esq., D.C.S.
C.M. of Madras
(with conveyance
at H. 8-16 of 5th
rd. with reply)

cf. also para
on p. 13 of

(K)

I am a little doubtful about
the clause ^(in the draft conveyance) ~~undertaken~~ on page 9 of
cf. "the purchasers shall then pay
the said sum of Rs. 34,350 to the vendor."
This money has not been passed by
foot. to Sri S. Subrahmaniam Ayyar's
family. Under para. 4 of S. 66 of
17.1.22 the money is held by foot.
It is deposited in Court in connection
with the requisition of R.S. No. 1016.
The purchasers have not to pay it. It is
only for a legal effect & has no more
significance beyond that it does not matter.

The Govt. know the real position and will
not enforce the terms of the conveyance strictly.

(7c. attached)



Some to
M. J. S. N.

[Faint, mostly illegible handwritten text follows, appearing to be a continuation of the letter or a separate note.]

33 21
Telephone No. 5250 Govt. Madras Collector's Office,
In future correspondence G.P.O. Madras
please quote D.O.A-961-20. 19th May 1922.

16
Dear Mr. Ramachandra Rao,

(K) 16714
Land acquisition - Mylapore - Queen Mary's College
Extension of - Para. 5 of G.O.66 Law (Edn.) Deptt.
dated 17-1-1922 - Your D.O.No.1449-B-1 dated 6th
May 1922.

pp. 13-14 ante

I return the draft conveyance of
R.S.4269 prepared by the Government Solicitor and
sent to me with your D.O. quoted above with the
details regarding the land filled up in the schedule
therein. I presume that the land referred to is
R.S.4269 of Mylapore though the village is badly
omitted in the G.O.s on the subject. This resurvey
number, however, tallies with the description of the
land given in Para (i) of G.O. No. 297 Revenue dated,
1st March 1921.

Yours sincerely,

ARCP
19/5

To

M.R.Ry., Diwan Bahadur R.Ramachandra Rao Avl.,
Secretary, Law Department .





34 16 17

and Rs. 343-8-0 respectively. According to C3's opinion on p. 9 supra (at A), the govt. should pay these charges; but the govt. solicitor considers that the purchasers, Mr. Sankara ayyar and

in the former case, provision of funds will have to be made.

family, should bear them. The case may be circulated to M3 + C3.

cor
22.5.22

proceeds as below shed
hear the stamp
16.5.22 Hopkirk's. And present

Th.
22.5.22

31/5/22

Rev 7/10/22

14498-1
2.6.22

Rev Dept.

To Under Secy.

215H
Regd 2-6-22

Please see notes on pp 3-4 ante already in which this Dept. held that the stamp duty

REVENUE-D
844
Regd 5-6-22

should be borne by Mr. S. Sankara ayyar and his family. The Govt. Solicitor also holds the same view

22.5.22

There is no mis b. add to the views already expressed

1/6
126 22

It is quite for to argument that the conveyance of S. No 4269 - but of the same

which the Govt are to pay for N. 1016 and
not from the Govt should pay all costs of
incorporation. This is I understand the new rule
by C3. ~~the~~ In order of members should
be taken -

Law

Law (Edw) Dept

For orders as to circulation to

M3 and C3

JK
16.6.22

21.6.22

22/6/22



(Circ in Box 35)

M3

C3

C2

If the Hon Law Member is
satisfied the draft might be
steps taken to signing an
stamp at & register -

22/6/22

This is not the kind of language which I wanted.
we have taken proceeds to acquire S1016. The Council
will be asked to fix the compensation payable at £34350
to make his award. The moment he gives the award, we
deposit the sum of £1016 so far as we are
concerned we get an absolute title. If the opposite party
wants a reference as to the amount, there will be a reference &
the compensation will be settled. If the Council awards
a large compensation but for the fraud sum will pay us
the difference to enable us to deposit the balance. Who should

page 9 ante

Mr. H. E. Con
4/2 285 B B.
14.6.22

Rev. Mr. 844 8/22
14.6.22

Ed 18760

15/6/22

like the money will depend on the title to
which we have no claim. we should
repay any money to Sir S. A. W. D. S. H.
I have not indicated the lines, the
draft in the S. S. S. draft. Why should we
wait till the title to
money is settled. If S. S. S. has the title he lets
the money back high land. If he is not the owner
the other man gets it.

I assume I have only to express an
opinion as to who should bear the cost of
the stamp duty. Neither of my Honble Colleagues
(M3 & C3) have referred to this matter
in their notes above. Opinion appears to
be divided as the earlier notes show. The
G. S. thinks the party must pay and I
agree with him.



the file may be recircu-
lated to M3 and C3 for orders as
to who should bear the stamp, as
the corporation duties. ~~and~~
The further action should now
be taken in ~~the~~ report of
the deed seems to be to send it to the foot. Solicitor
with the corrections and ask him to
30.6.22 The necessary steps. A.
30.6.22

Memo to Govt Secretary

my
5/7/22



Draft memo: subd.

Q. n
7.7.22

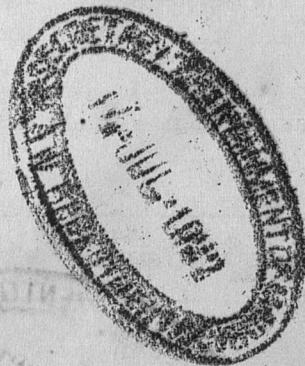
Issue.

* Taken out for issue (191)

1.7.22
LH
7.7.22

2 Remittance of stamp duty for removal of C2's note to C3. I don't know what the difference of opinion is with which the Attorney General has said that the stamp fee should be paid (the vendor the Vendor the Govt. apart from technical) I have written to him previously but if the Govt. agrees to pay the stamp duty I shall be very pleased indeed.

(Circ in Box 3)

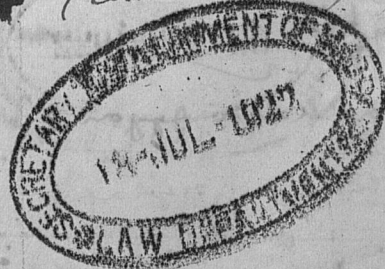


13.7.22.

Submitted
my
14/7/22

C2

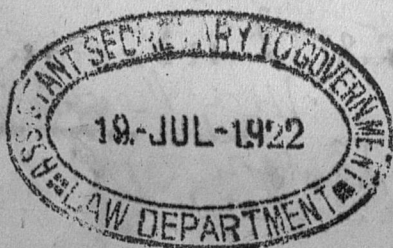
(Circ in Box 4)



The party must be asked to pay.

my

12/7/22



Issued as Memo: 319B-1 of 19.7.22

[Circ 319B]

u.s.

A draft D.O. to Mr. Sankara Ayyar is submitted: -

D.O. No. 319B-7 of 28.7.22

Dear Mr. Sankara Ayyar,

Reference para 5 of f.

(K)

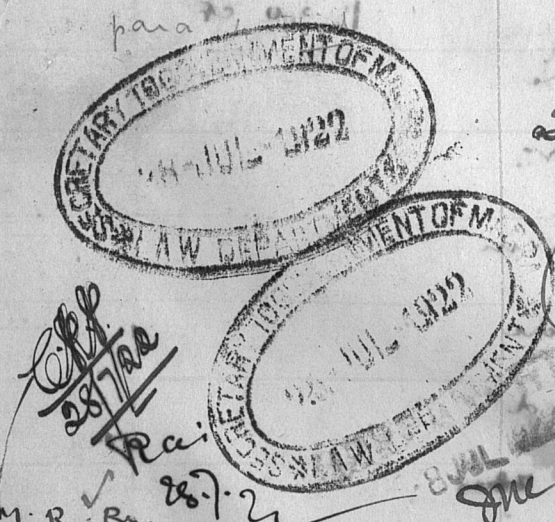
66, Law (Ed), of 17.1.22 - Queen Mary's College

- Acquisition -

I am desired to inform you that the necessary draft conveyance for the transfer of R.S. No. 4269 is being prepared in consultation with the Govt. Solicitor. The latter has informed the Govt. that no counterpart is required as the conveyance should be executed by both parties, and that stamp duty amounting to Rs. 517-8-0 and corporation duty amounting to Rs. 343-8-0 are payable on the conveyance and that

these duties are payable by you, and Sir S. Subrahmanya Ayyar and others who are the purchasers of your property. I am to enquire whether you agree to bear these charges.

Yours sincerely



M. S. Sankara Ayyar Esq.,
San Thome, Mylapore

I have no objection to the above being done, but I still think we ought to pay as the Govt. is the one who is charged with the duty of acquiring the property.

LH

11.7.22

M3

27.7.22

C2

Q. n
22.7.22

May the above come?

Indulge me my

24/7/22

[Memo: No. 319 B-6 19.7.22]

2825B] From the Govt. Solicitor, No. 1120
8.9.22

p. 17 of

p. 18 of

The Govt. Solicitor has

prepared a revised conveyance deed
in consultation with the collector -

vide Mr. 19-27 of

portion enclosed in brackets in the deed on p. 23 of cf. ~~which~~ does not now appear
to M₃ and C₃ for approval and necessary. The deed may be
submitted

hereafter sent to Mr. Sankara ayyar
for execution by himself and his
family. In D.O. on p. 21 ante, Mr.
Sankara ayyar was asked to remit
the charges on account of corporation
and stamp duties. No reply has yet
been received to this D.O.

K

2. It will be observed

from the terms of the revised deed
that, in ^{the} suit by Mr. Venkatasami
Pillai, the rival claimant of R.S. No.

p. 20 of

1016, as regards that land, the claim
was not pressed and was therefore
dismissed and the collector's award
of Rs. 34,350 therefor confirmed. ~~this~~

There ^(is therefore) ~~being~~ no further difficulty
(such as that referred to in para 3 of G.O. of 17.1.22)
as regards R.S. No. 1016 ~~of~~

~~But all the same~~

~~for a conveyance~~
deed

is apparently needed in respect of the land at Adyar
~~to be made a separate entry in the records~~
~~of the records~~

cu
9.9.22
8/5
12.9.22

Ch
Mr/M

The draft on pp 18-25 is for
approval Mr/M

M3

13/9/22

C3

14.8.22

Has the claimant
accepted the collector's award,
compensation?



It is observed from the
terms of the draft deed on Mr. 19-20 of
that Mr. Venkatasami Pillai filed a
suit in respect of R.S. No. 1016, claiming
to be the owner thereof and that he
claimed a sum of Rs. 1,43,000 as
compensation. The claim was not
however pressed by him, and ^{suit} the ~~was~~
therefore dismissed and the collector's
award of Rs. 34,350 was confirmed.
~~The award apparently~~ goes to Sir
Subrahmanya ayyar's family and the
question of the rival claimant
accepting the award does not seem
to arise. The collection of moneys may

perhaps be asked to intimate the result of the suit in respect of the land and to report whether its acquisition has been completed.

Draft D.O. subd.

D.O. No. 319 B-8 of 16-9-22

Dear Mr. Rao,

Land acquisition -

Queen Mary's college - correspondence ending with ~~reference to letter~~

~~4578-66~~

~~your~~ letter, dated 18th February 1922 -

P. 6 ante

I am desirous to ask you to intimate the result of the

suit instituted by Mr. Venkatawami Pillai, the rival claimant in respect

RECEIVED
16/9

of R.S. No. 1016 and to report

16/9

Rai
16/9

whether its acquisition has been completed. Please send a copy of

the Court's order.

Yours sincerely

15/9/22
SK

16/9/22

A.R. Cox Esq., D.C.S.
Cmty. of Madras

Tel sent to Comptroller
D.O. A-894-22 MADRAS Collector's Office, 38
27th Sept. 1922.

Dear Ramachandra Rao,

3053 B
28/9/22

Land acquisition - Mylapore - R.S. 1016 - Queen Mary's College - Extension
Your D.O. No. 319-B-8, dated 16-9-22.

The acquisition in respect of R.S. 1016 of Mylapore was completed by the Deputy Collector and Land Acquisition Officer, Madras on the 13th March 1922 and the land handed over to the Principal of Queen Mary's College on the 27th March 1922.

The suit instituted by Mr. Venkatawami Pillai (L.C. No. 8 of 1922) was dismissed by the Chief Judge, Court of Small Causes, Madras on the 18th August 1922 as the claimant's vakil did not press the case. A copy of the court's

-2-

order is enclosed.

Yours sincerely,

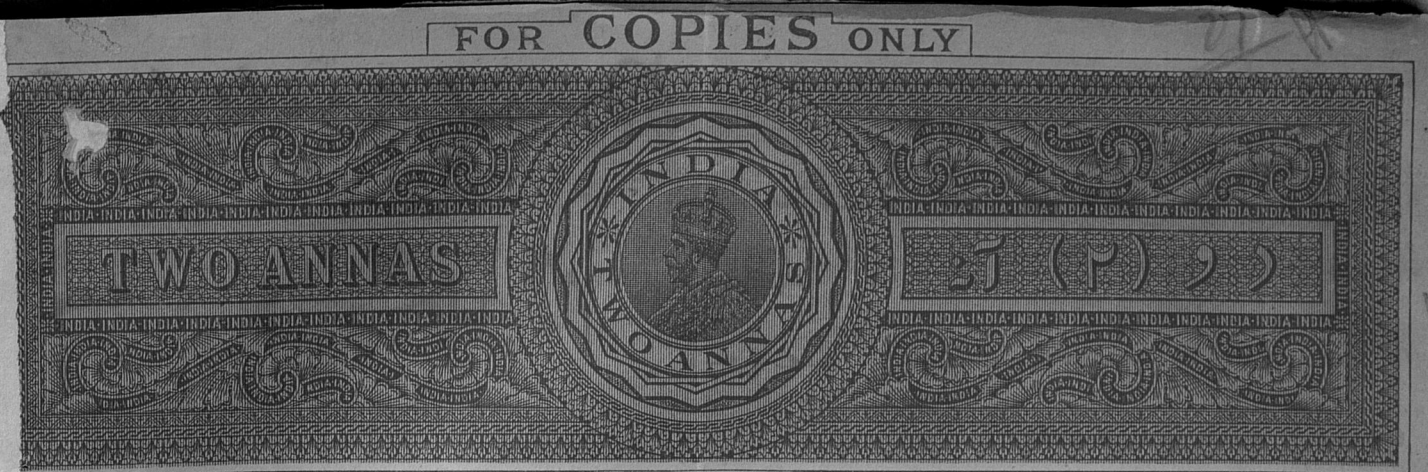
anur

M.R. Ry.
Diwan Bahadur R. Ramachandra Rao, C.S.I.,

Secretary to Government,

LAW DEPARTMENT (EDUCATION)

MADRAS.



In the Court of Small Causes of Madras.
Land Case No. 8 of 1922.
In. Venkatasawami Pillay. Ch. Deft.

vs
The Defendant Suetord and so. No. 1000.
Mr. P. S. Rama Iyer does not press this -
Case. Dismissed. (No) CRT.
Chief Judge
18/8/22.

Court of Small Causes
Madras 14.9.22
Copy of the case and order sent
Reading
Ex. Substituted in case No. 1000
14.9.22 (T. J. S. S. S.)
Ag. Head Clerk
15.9.22



24
Draft rule 11-8-22

[Handwritten signature]

10 8 5 22

~~11-9~~

14 9 22

COEP	11-8-22
Serial No.	1426-22
Application made	11-9
First called for	11-9
Second called for	11-9
Third called for	18-8-22
Fourth called for	18-9-22
Final	8.

25 28 40
Law (25) Sept 12

in C₃'s note on p. 23 ante

Submitted for orders as to circulation, with

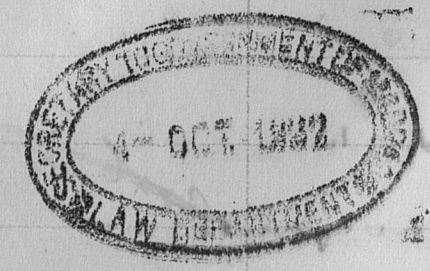
86
2.10.22

ref. to C₃'s note on p. 23 above

CR
21/10/22

May
3/10/22

C₃ be have now ready to do it
any further photo in the amount of 1000
is now settled. 3/10/22



[Handwritten signature]

[Handwritten mark]

~~11-9~~

Omit
May 7/10/22

as to the decision of the position enclosed
in brackets in the deed on p. 23 CF.
For orders whether it may be struck
out.

2. The draft deed
as finally approved may be sent to
Mr. Sankara Ayyar, in continuation
of the D.O. on p. 21 ante for execution
by himself and his family - portion
K on p. 22 ante - and submission
to Govt. for countersignature. The
countersignature was apparently to
be done by the Secy., Revenue Dept.
- compare terms of deed at bottom of
p. 23 CF. Draft D.O. submitted. If

approved, it may be issued with the
concurrence of the Revenue Dept.

D.O.

Dear Mr. Sankara Ayyar,

Continuation my D.O.

N. 319 B-7 & 28.7.22 - Renu Mary's

College - Acquisition -

I am desired to

enclose herewith a draft conveyance

deed for the transfer of R.S. No. 4269

of Mylapore ~~and other lands~~, prepared in

consultation with the Govt. Solicitor,

Sir Subrahmanya Ayyar,

for execution by yourself ~~and other~~
Messrs M.S. Subrahmanya Ayyar and M.S. Anantanarayana Ayyar,
~~and~~, and for return to Govt.

for countersignature.

Yours sincerely

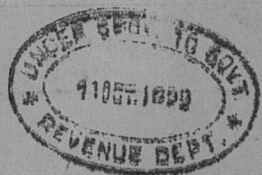
C.V.

5.10.22

8/10/22

A
6.10.22my
9/10/22M.R. Ry. M.S. Sankara
Ayyar Ail., San
Thome, Mylapore
(with pp. 19-27 CF)

Rev. 110

Law (S) No. 319 B-7
9.10.22Rev. 3012 E
Regd 11. X. 22

Revenue Dept.

To Under Secy.

Please see the draft conveyance deed
at pp. 19-25 CF. It states that the
purchasers "will at all times hereafter pay
all ground- rent assessments and taxes that
are or may from time to time be levied
upon the said piece or parcel of land and
premises by the Sult. of India or the Sult.
Muziris." The papers do not contain any
information as to what is proposed to be
levied upon the land, whether ground- rent or
quit- rent, or as to the amount of land
tax that should be paid by the assignees.
No arrangement appears to have been
come to on that point with them.

2. The Sult. agreed to take from Sir Subra-
manya Ayyar and his grandsons their pro-
perties, R.S. Nos. 1014, 1015-2/B-2 and 1016
of Mylapore for a sum of Rs. 3 lakhs
and for an assignment to them of a
piece of Sult. land equivalent in extent
to Rs. 1016. Formal acquisition proceedings
under the L.A. Act was taken and a third
party put in a claim to Rs. 1016. It
was then ^{arranged} ~~agreed~~ that acquisition ^{proceedings} should
be completed in respect of R.S. 1014 and
1015-2/B-2, that a compensation of

para 1 of S.O.
297 D. 1.3.21

(P)

20.66
17.1.22
(K)

Two questions appear to require
decision:

(1) What consideration - the then
conveyance B. 34,350 now there
is not the consideration = the actual
consideration is some portion unknown
of B. 3,000,000 - The matter
is not immaterial, as the amount
has to be fixed in the deed -
Probably the land would be valued
by experts for the purpose

(2) Should ~~the~~ ^{land} be leased?
Clearly if we secure for the
land its full capital value (either
in money or land) we cannot also
have ~~the~~ ^{land} which represents the
capital value secured in another
form.

Does not follow on these points

C2 to be filed

Law

Law (Ed 4)

orders have to be passed on

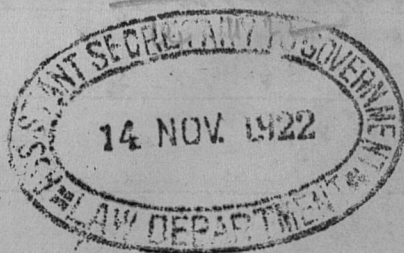
the following three questions raised by
the Revenue Dept. -

(i) construction of buildings on

R.S.

Rev. No. 3012 E/227
14.11.22

L. Secy 3645-B
14.11.22
Dp



AR. S. N. 4269 of Mysore

(CP)
(X)
In No. 297, Home (Sd),
1.3.1921, ^{(it was laid down that} the assignment of this land
was subject to the condition that the
design of any building which it might
be proposed to construct on the site
should be approved by the Chief
Engineer. The Rev. Dept. state that
this should be embodied in the deed
if it still holds good under the
revised agreement para 3, 11.31-
32 ante. This specific point was
not considered in connection with
the further negotiations. ~~it is~~
~~proposed to be embodied in the deed.~~

~~it is proposed~~ it is for
consideration whether it ~~may~~ be
embodied in the deed.
(ii) consideration for the
conveyance.

Rev. Secy
L. Secy

Please see para (i) of
L. Secy on p. 32 ante. The amount of
Rs. 34,350 has been taken as the
consideration and this is mentioned
in the deed - K on p. 20 of the
Rev. Secy. Consider that Rs. 34,350
is not the consideration and that the
land

The condition was
suggested by the Honble
Sir Charles Toddhunter.
It was accepted by Sir
S. Subrahmanya Aiyar
this condition. There is
no objection to ~~it~~ ^{its}
inclusion in the deed.
His Honour ~~observed~~
observed that plots of all
buildings erected within
municipal limits are surveyed
by the Corps. & buildings on
important roads have
to be approved by the
Corps. A

land R.C. No. 4269 should be valued by the collector for the purpose of fixing the consideration. As regards this point, attention is invited to C₃'s

note on p. 30 of notes to go to L.C.B. 17.1.22. (K)

para 2 of notes on pp. 1-2 ante, and the portion B marked in C₃'s notes on p. 9 ante. It will be observed from

these notes that, though the sum of Rs. 34,350 does not represent the value

of R.C. No. 4269, the amount was

recorded as if it represented the value of land

and ~~that the sum was treated~~

as the consideration for the conveyance.

(iii) Log of rent on the

land

Attention is invited to

paras 1 and 2 of notes on pp. 30-31 ante and

para 2 of Rev. Secy's note on p. 33

ante.

~~may be used for some other purpose~~

As the land is in exchange for some

other land taken from Sri Subramania Ayyar it does not

appear that ground rent should be levied. The former has been

~~held on leasehold and the ground rent has been paid to the~~

~~landlord and the same has been included in the~~

2. The file may

be circulated to M₃, C₃ and C₂ for

orders.

CR
10.11.22

(vide also the note
as corrected by C₃
on pp. 8-13 CF)

8.232
1.3.22

My suggestions are

(1) To insert the condition in the conveyance

(2) To treat 34,350 as consideration and assess stamp duty accordingly

(3) To amend the new laws on quitrent tenure

28/11/22

M₃

C₃

C₂

The Hon. Law Member

will kindly advise us

the matter - 28/11/22

I do not think we are entitled to ask for a variable ground rent. We can grant it on quit rent. Anyhow the consideration should be 34,350. --- I do not find any agreement on the part of Sir S. Subramanya Iyer that any building that he will put up must have the approval of the S.E. We cannot now import new conditions to which he had not already agreed.

30/11/22

As regards points (1) & (2) on the top of the

page I am at one with my Hon. Colleague

C₃. Condition (3) is a bit flimsy and a bit like

Madras where the Government have to be

Control of buildings to be insisted, while as regards

no (2) it may not be very equitable to demand

our pound of flesh! But in respect of no (3)

37
I fear I cannot depart from the usual
method of gleaning ground rent. All advantages
cannot be only one or extreme (1)

Submitted as regards (3) to

M3
C3
May
6/12/22

I agree with the M2 in regard
to usual method of gleaning ground
rent.

It is not a question of what we should do, but what the
Contract was. The Contract was that Sir S. S. & his
children should have 3 pieces of land & receive
Rs 3 lakhs & a piece of land. This was done & I
the procedure adopted by the use of the L.A.A. Act
so as to give us a clean title. If the understanding
was that Sir S. S. should pay a ground rent or
quit rent, then we are entitled to levy that rent.
But if there was no agreement either express or implied
I cannot see any right in us to impose any.
I am not able to discover any contract that there
of there is any (all means such) the terms of
the Contract.

by
6/12/22



45 38
Portion A of C3's note on p. 37 ante.

Submitted that there has
been no contract, either express or implied
on the question of gleaning ground-rent
or quit-rent on the land to be given
in exchange
to Sir Subrahmanya Ayyar and family.

As this land is, however, given in
exchange for another land acquired
from Sir S. Ayyar, which was held
only on quit-rent tenure, it is
for consideration whether the former
land might not be on the same
tenure - compare sections 31 (3) and (4)
and 32 (1) (a) of the Land Acq. Act.

vide also B.S.O.
no. 90 (23).

2. The case may be
reconsidered to M3 and C2 with refer-
to C3's remarks on p. 37 ante.

COV
8-12-22

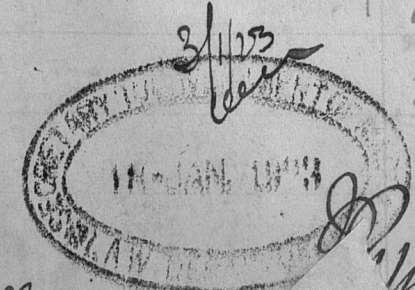
SK
10/12/22

CA
12/12/22

Just to
M3
12/12/22

C2.

If these are the facts a quit rent has to be
levied. In any case the land cannot be
transferred without any liability at all.



20/1/23

Love to
M3
C3
12-1-23
3/1/23

The fact that the land is to be held on quit-rent tenure, ^{together} with the amount of rent to be paid, was to be embodied in the deed. The Govt. solicitor may be asked to carry out the necessary alterations in the deed in consultation with the collector of Madras.

Draft memo: submitted. It may issue with the concurrence of the Revenue Dept.

cur 18.1.23
 LK 18.1.23
 Rm 18.1.23

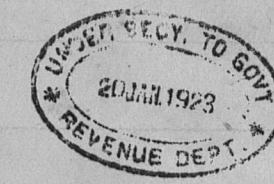
Revenue Dept

To Under Secy
 Please see Secy's note at p. 33 ante and subsequent notes. The draft may be accepted and the file returned to Law (Ed.).

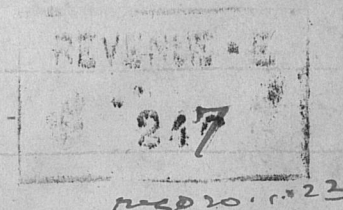
J.R.D. 15.1.23. The quit rent shd apparently be the same as on SNo 1016 in exchange for wh. the land in question is proposed to be granted. The two fields are of the equal in extent of

(319 B)
 22

vis. A on p. 1



Law (Ed.) 319 B-10
 19.1.23



this is the intention it may be 46
 made clear in the draft 49

16
 26-28
 S

The order must I think be held in the same manner as at the time of D.R. as the land acquired from them. Chetty will know what this is. Law (Ed.) 3/1/23

the draft memo, as altered, may now issue.

cur 2.2.23
 LK 2.2.23
 Rm 2.2.23

1.30.23 [C. 1467 B] From the Govt. Solicitor, No. 423 of 24.3.23

The conveyance deed as altered is on 11.19-27 CF. It may now be sent to Mr. M. S. Sankara Ayyar for execution by himself and his family, and submission to Govt. for counter-signature. Draft D.O. subd. below. It may be sent to Revenue for acceptance.

(C. of D.O. on p. 29 ante which has not issued)

28.3.23

acceptance, before circulation to M₃ and C₄ (Law member)

8.3.23
Tel.
29.3.23
A
2-4-23
Res. no
4423

UNDER SECY TO GOVT
11 APR 1923
REVENUE DEPT
5.4.23

Revenue Dept

To Under Secy -
The Draft may be accepted in this dept.
and the file returned to Law (Edn).

S.R.D.
16.4.23
Accepted in the
Law (Edn) dept

May be circulated to M₃ + C₄

21.4.23
A
24.4.23
25.4.23
26.4.23
C₂
C₃
C₄
3/5/23
Ine
4.5.23

26 APR 1923
LAW DEPARTMENT

6 MAY 1923
LAW DEPARTMENT

Res. no. 1328E/23-1
20.4.23

L. Secy 1784 B
21.4.23

E. Lab
27.4.23

[C. 1487 B]

D.O. NO. 1487 B-2 of 28.5.23
Sii

Dear Mr. Sankara Ayyar,

Continuation Mr. Rama-
chandra Rao D.O. NO. 319 B-7 of 28.7.22

- Queen Mary's college - Acquisition -
I am desired to

enclose herewith a draft conveyance
deed for the transfer of R.S. No. 4269
of Mysore, prepared in consultation
with the Govt. Solicitor and the Commr.
Mysore, for execution by yourself, Sir
S. Subrahmanya Ayyar and Messrs. M.S.
Subrahmanya Ayyar and M.S. Anantha
narayana Ayyar, and for return to
Govt. for countersignature. As stated
in the D.O. above referred to, stamp
duty amounting to Rs. 517-8-0 and
corporation duty amounting to
Rs. 343-8-0 are payable by you on
the conveyance; and the documents
may be executed in consultation with
the Govt. Solicitor.

M.R. Ry. M.S. Sankara
Ayyar and, San Thome,
Mysore (with M. 19-27
CF)

cur
28.3.23

Tel.
28.3.23

yours sincerely
A. 4423
3/4/23

U.S.

The following reminder to Mr. Sankara Ayyar is for approval.

D.O. No. 1487 B-3 dated 2-7-23.

Dear Mr. Sankara Ayyar,

Queen Mary's Collge - Acquisition - Refce:- D.O.

No. 1487 B-2 dated 8-5-23.

I am desired to enquire when the draft conveyance deed forwarded with the D.O. referred to above for execution by yourself, Sir S. Subrahmanya Ayyar, M.S. Subrahmanya Ayyar and M.S. Anantanarayana Ayyar may be expected by Govt.

Yours sincerely,

To.
M.R.Ry.

M.S. Sanakara Ayyar,
San Thome,
Mylapore.



With reference to Secretary's orders in the arrears list, another reminder is submitted:-

D.O. No. 1487 B-4 & 21.8.23.

Dear Mr. Sankara Ayyar,

Queen Mary's college - Acquisition
- Refce. D.O. No. 1487 B-2 & 8.5.23 and
reminder No. 1487 B-3 & 2.7.23 -

I am desired to enquire when the draft conveyance deed forwarded with the D.O. first referred to above, for execution by yourself, Sir S. Subrahmanya Ayyar, and Messrs. M.S. Subrahmanya Ayyar and

and M.S. Anantanarayana Ayyar, may be expected by Govt.

M.R.Ry. M.S. Sankara
Ayyar, San Thome,
Mylapore

18.8.23

8/8

18.8.23

With reference to Secy's orders in the arrears list, a further reminder is submitted:-

D.O. No. 1487 B-6 & 9.11.23

Dear Mr. Sankara Ayyar,

Queen Mary's college -
Acquisition - Refce. D.O. No. 1487 B-2 &
8.5.23 and reminders of 2nd July and
21st August 1923.

I am desired to enquire when the draft conveyance deed forwarded with the above D.O. for execution by yourself, Sir S. Subrahmanya Ayyar and Messrs. M.S. Subrahmanya Ayyar and M.S. Anantanarayana Ayyar, may be expected by Govt. (cause of the) delay in the matter

is not understood. The matter has been pending long + no commt. has been received in the matter. Yours sincerely

11.11.23 8/8
11.11.23

8/11/23

M.R.Ry. M.S. Sankara
Ayyar, San Thome,
(near the Church) Mylapore.

45.

No reply has as yet been received.

The following reminder may issue.

D.O. 1487 B-2 of 11.12.23

Dear Mr. Subrahmanya Ayyar,

Queen Mary's College - Acquisition

D.O. 20.1487 B-2 of 8.5.1923. and reminders

dated 2.7.23, 21.8.23 & 9.11.1923.

In May, 1923, D.O. was sent to your brother, Mr. Subrahmanya Ayyar, who ~~has~~ desired to enquire when

~~the draft conveyance deed forwarded~~

~~with the D.O. referred to above for~~

execution by yourself, Sri S. Subrah-

manya Ayyar and messrs M.S.

~~Subrahmanya Ayyar and M.S.~~

Anantanarayana Ayyar may be

~~expected by post.~~ Three reminders

were sent thereto. No communication has been received from Mr. Subrahmanya Ayyar.

The matter has been pending long. Will you please enquire into the matter & let the post. have the conveyance deed executed at an early date.

Yours sincerely

CR

11.12.23

p. 42 ante

M. 032444

M. R. Subrahmanya
M.S. Subrahmanya Ayyar
Ayyar & Associates

The Luz. (M. S. Ayyar & Associates)
Mylapore

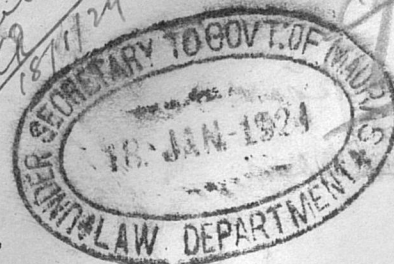
By S. Subrahmanya Ayyar

Gundy

11/12

Drop to 11/12

Received
18/11/24



To.

The Secretary.

Law (Education) Dept.

Fort. St. George.

Kennedy Street.
The Luz. Mylapore.
17th Dec 1923.

49

h. 278 B
18/1/24

Sir.

With reference to D.O. No. 1487 B. in connection with the land acquisition for Queen Mary's College. I beg to bring to your kind notice that when we finally settled the matter we made it very clear that the site on the greenaway road should be conveyed to us free of any control- ever. Now from the communications to me I see that the Govt. wants me to bear the municipal tax Rs 800 or so. I am sorry I am not able to understand why I have been asked to do so. A reference to our reply which we sent finally agreeing to the conditions imposed

50
on us. by the Govt. will ~~clearly~~ ^{clearly} continue
you of the correctness of our statement.
under these conditions I beg you
will be pleased to convey to us
the plot of land on the Greenways
road free of any cost as originally
agreed. → It ^{was} proposed to make a grant
of the land - p. 327 (K)
Awaiting your further instructions
in the matter

I beg to remain,
Sir,

your obedient-
servant.

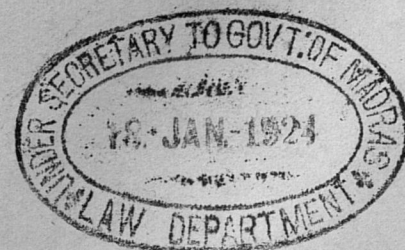
M. S. Sankara Jr.,

P.S.

I may also point out that the
deed has to be registered only in the
name of my two brothers & myself and
not include Dr. Subramani. I
as he has already intimated to the
Govt. he has no interest in the
said land. RS/10/16.

M. S. Sankara Jr.

The deed
might be
altered
(the deed
is with the
partner)



48/51 N
Mahalaxmi
Fryd's Rd.
17th Jan 24.

To,
The Under Secretary,
Law (Education) Dept.

Dear Sir,

With reference to the ^{Ms. 46-47} enclosed
letter which has been delayed
owing to transmission I now
beg to send you for ~~forward~~ the
letter for doing the needful in
the matter. Thanking you for
the trouble.

Yours obediently
M. N. Sankaran

Law (Eor)

[C. 2780]

[D.O. on 11.4.46-47 ante]

u.s.

p. 21 ante

On 28.7.22, Mr. Sankara ayya and others were informed that, according to the advice of the Govt. solicitor, the conveyance charges (stamp duty of Rs. 517-8-0 and the corporation duty of Rs. 343-8-0) were payable by them, as the purchasers of the land.

On 1.8.23, the draft conveyance deed was prepared in consultation with the Govt. solicitor and the copy of same was forwarded to Mr. Sankara ayya for execution. It is now contended by the latter that the agreement between them and the Govt. was that the land in question should be conveyed to them free of any cost and that they should not therefore be asked to pay the "municipal tax of Rs. 800 or so" (which apparently refused to the conveyance charges amounting to Rs. 861). The draft deed has not been ret.; it has apparently been kept back for execution.

pp. 46-47 ante

execution after the question as to who should bear the conveyance charges is settled.

2. As regards the party who should bear the conveyance charges, the matter has been noted on already - vide pp. 8-9 and 16-21 ante.

The opinion of the Govt. Solicitor was that the charges should be paid by the purchasers, e.g., Mr. Sankara ayyar etc.

Para 4, p. 7 et

The late Law Member (under whose advice the whole transaction was conducted)

definitely held that the Govt. should pay these charges, as the original agreement was that Mr. Sankara

p. 9 ante

ayyar ^{others} should transfer the three pieces of land to Govt. for Rs. 3 lakhs plus land R.S. No. 4269, that it was never intended that Mr. Sankara ayyar ~~others~~

should bear ^{any} portion of the cost and that the original agreement was altered (by the splitting of the

transaction into two) to suit the convenience of the Govt. ~~the~~ Rev.

dept. and the Rev. Member (Honble Sir M. Habib-ud-din) however held that Mr. Sankara ayyar ~~should~~ should pay

⊗ It is proposed to make a grant of the land - p. 32 of (K)

pp. 18 + 20 ante

the charges. A D.O. was accordingly sent to Mr. Sankara ayyar, the late Law Member remarking that he still thought that the Govt. ought to pay, as the original agreement was changed to suit them.

3. It is now for consideration whether, in view of the contention brought forward in the D.O. on pp. 46-47 ante, the matter will be reconsidered. The matter has been pending long and it is desirable that a final decision should be arrived at ^{soon} the amount involved is small (Rs. 861).

4. The case may be circulated ^{for} orders to M₂ and C₄ (the Rev. Member). The case may perhaps go to C₃ also (Law Member).

CVV.
18.1.24
8/2
18.1.24
20.1.24
21/1/24
M₂
C₃
C₄

I told chrys that Ryt were let in for a first deal of ^{my} ~~land~~ the unseemable bargain was completed the Vander had good time.

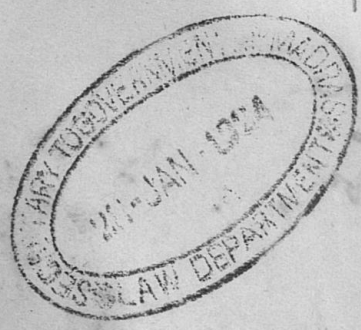
Don the Center part in
into it and appear that
the Pandus (Red) part in Cost
i.e. new Sanhan Cigna etc.

Though the late law mentioned
his own opinion that I mentioned
to be is not true - The Rev.
Munkun had otherwise -
he said to me about the
the site & the whole of the
Red part line if the as
at p. 28 and 42 the same
told in D. O. 2 about the liability

Dr. W. M.



I venture to differ from my Hon. Colleague M-2 in his decision. I am at one with him in thinking that the Government unnecessarily parted with a lot of money in purchasing from Dr. Subrahmanya Aiyar at a tremendously high cost his property and house. But that is hardly the question now before the Government for disposal. Rightly or wrongly (and I think wrongly) the Government came to the conclusion that Dr. Subrahmanya Aiyar should transfer certain lands to Government and that he should be given Rs. 3 lakhs plus a certain land which was originally intended to be "granted" to him. This obviously means that the whole cost of making the grant would fall on the Government. This was the opinion expressed by Sir K. Srinivasa Iyengar at page 9 of the Note File. The fact that certain other forms of conveyancing were utilised subsequently can make no difference in the transaction unless of course the other party to the arrangement concurred. The Government Solicitor ~~was~~ whose opinion is referred to in Sir Md. Habibullah Sahib's note at page 19 of the note file did not apparently comprehend the nature of the earlier transaction. At page 20 supra Sir Md. Habibullah expressed his opinion that the party must be asked to pay. Sir K. Srinivasa Iyengar at page 21 adhered to his earlier opinion. But so far as the other party is concerned he has declined to pay the charges. In these circumstances I think that whatever the opinion of the Government might be as to the equities regarding the original transaction they are bound to pay the charges.



C4 I entirely agree that Govt should bear the Cost of Conveyance. Any other suggestion would create an impression that we are trying to go back from the old agreement.
CPR 26/1/24
R. 28.1.24

The case may now be recirculated to the Honble Minister.

CVV
29.1.24

1/2/24

M2 & very reluctantly agree as to majority are in favour - 2/2/24

It has now been decided that the Govt. should bear ^(charges connected with the) the conveyance of the land, viz., Rs. 517-8-0 on account of stamp duty and Rs. 343-8-0 on account of corporation duty. As the deed is executed by Govt., it is exempt from stamp duty - c.p. notes at pp. 1-4 ante. As regards corporation duty, it is understood that the procedure to be adopted is to affix stamps of the required value ~~to the deed~~ to the deed, the amount being credited to the corporation ^(later on). Provision of funds for this has now to be made. The D.P.I. may be requested to indicate a source of reappropriation. Draft memo: sub?

2. The present decision of Govt. to bear the charges may be intimated to Mr. Sankara ayyar and he may be asked to return the draft deed after it is approved by ^(the other members of) him & his family. A draft order may



may thereafter be issued, asking the Govt. Solicitor to get the deed executed by Mr. Sankara ayyar etc and to resubmit it to Govt. for counter-signature.

3. Draft D.O. to Mr.

Sankara ayyar is sub? ~~applied~~ ~~to~~ The case may be sent to Finance for acceptance of the draft memo: to the D.P.I.

CVV
24.2.24

CVV
6.2.24

Issue D.O. . Let the file go to Finance. I wish also the ports exam - Whether Corporation duty is leviable on an uncompleted agreement. ^{AS (Drafts)} ^{Mr. [unclear]} 7/2/24

D.O. issued
156 m/m
1487B-8
11.2.24.

L. Draft. 186
11/2/24.

Law (Drafting) Dept.

I do not think that corporation duty is payable on the instrument. The corporation has the power to levy a duty in the shape of "an additional stamp duty" (Section 98(h)). Section 135 also says that the duty shall be levied in the form of a surcharge on the duty

Let me know
the 2nd copy
to the 1st copy
to the 2nd copy
to the 3rd copy
to the 4th copy
to the 5th copy
to the 6th copy
to the 7th copy
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to the 97th copy
to the 98th copy
to the 99th copy
to the 100th copy

imposed by the Indian Stamp Act. But the document here is not liable to be charged under the Indian Stamp Act. It is not a case of remission under the powers conferred by sec.9. Proviso (1) to section 3 is clear upon the point. It says that no duty shall be chargeable in respect of an instrument executed by or on behalf of or in favour of the Government in cases where but for the exemption (i.e. the proviso) the Government would be liable to pay the duty chargeable on the instrument. The Government would have to pay the duty on the document but for the above proviso (please see section 29 (c)). Hence, no duty is chargeable in respect of the document. 'Chargeable' means 'chargeable under the provisions of the Act', the fact that the document is not liable to any charge by reason of the proviso just mentioned, cannot affect the question.

1899 (2nd) Part

Second Part

S. 2 (b)

See

15/2/24

16/2/24

Law Drafting to B

h. d. 7408 C.

16/2/24

Law (Eden) no

Law (Eden)

16 FEB 1924

The file was originally marked to forward to Mr. Sankara Ayyar (P.S. info) as now unnecessary to send it to that Dept.; we may await return of the draft sent by Mr. Sankara Ayyar (P.S. info)

16.2.24

A draft order may

Law (Eden)

[C. 1487 B]

D.O. 1487 B-7 8.2.24.

Dear Mr. Sankara Ayyar,
Queen Mary's College
Acquisition - correspondence ending
(P. 46-47) with your letter of 17.12.23 -
I am desired to
inform you that the Govt. have, after further consideration, decided to bear the conveyancing charges (stamp duty amounting to Rs. 517-8 and corporation duty, Rs. 342-8-0) from Provincial funds. I am now to enquire whether you, and Messrs. M. S. Subrahmanya Ayyar and M. S. Ananthanarayana Ayyar accept the draft and, forwarded to you with Mr. Vogel's D.O. No. 1487 B-2 of 8.5.23, if so, to return it to Govt. at a very early date.

Yours sincerely

Accepted by Mr. Sankara Ayyar, Kennedy St., The City, Mysore

4.2.24
Skt
5.2.24

6.2.24

58
Mr. Sankara Ayyar has not yet
received the draft deed referred to
in the D.O. on page 57 ante. The
following draft D.O. reminder is
submitted:—

D.O. 442C-3 13-3-24

Dear Mr. Sankara Ayyar,

Queen Mary's College -
Land Acquisition - Correspondence
ending with ~~the~~ D.O. No. 1487 B-7
7-8-2-24.

I am desired
to enquire when a reply
to the D.O. referred to above
may be expected.

yours sincerely

10-3-24

11-3-24

M.R. Ry. M.S. Sankara Ayyar
Kennedy Street,
The Luz,
Mylapore.

Mr. Sankara Ayyar has not
replied still. A further reminder
is subd. below for approval.

D.O.

Dear Mr. Sankara Ayyar,

Queen Mary's College - Land Acquisition -
Correspondence ending with ~~the~~ D.O. No. 1487 B-7

D.O. 442C-
9-4.

57 ante

A draft order may

442C

442C

108 ante
M.S. Sankara Ayyar
Kennedy Street,
The Luz,
Mylapore

59
7-8-24 and subsequent reminder
D.O. No. 1487 B-7 13-3-24

I am desired to
enquire when your reply ~~to the above~~
~~subject~~ may be expected.
yours sincerely

9-4-24

Mr. Sankara Ayyar has not replied yet. A fur-
ther reminder is submitted below for below:—

D.O. No. 442 C-3 dated 5/5/24.

Dear Mr. Sankara Ayyar,

Queen Mary's College - Land Acquisition -
Correspondence ending with D.O. No. 1487 B-7 dated
8-2-1924 and subsequent reminders dated 13-3-24 and
9-4-1924.

I am desired to ~~enquire when your reply~~ ^{request you to be so good}

reply to the above, ~~may be expected~~

Yours sincerely

M.R. Ry.
M.S. Sankara Ayyar,
Kennedy Street,
The Luz,
Mylapore.

2/5

2-5-24

4-5-24

Please send
some after
issue

Submitted.
I have spoken
to Mr. H. N. Sankara
Ayyar. It seems
that the delay is
due to our letter
not being
received.



To The Secretary,
The Educational Department,
Fort St. George,
Madras.

Sir,
With reference to the transfer of Land. R.S. no. 4269 of Mylapore, by Government to us, we herewith return the draft of indenture approving the same.
We beg to point out that as already intimated to Government, our grandfather, S. Subramania Ayyar, has no interest in the matter and that the conveyance has to be executed in favour of Mr. M. S. Sankara Ayyar and ourselves.

We beg to remain,
Sir,
your obedient servants,

- 1) Subramania
- 2) M. S. Sankara Ayyar

Hyderabad.



To The Secretary,
Educational Dept.
Fort St. George.

Sir,
With reference to the plot of ground at the corner of the Greenways road & Adyar bridge Road. I am extremely sorry for the delay in submitting the approved draft deed sent to me by the Govt. I send herewith the draft deed for the transfer to be completed. I beg to point out that the deed has to be made out in the names of M. S. Subramania Iyer. M. S.



To The Secretary,
Educational Dept.
Fort Saint George.

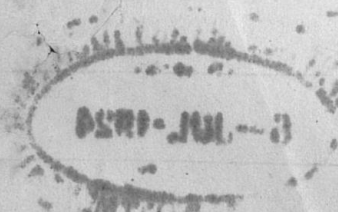
Sir

Re. the Transfer of R.S. 4269 of Mylapore, by the Government, I beg to state, that as will be seen from the correspondence relating to the acquisition of R.S. 1016; I have never claimed any interest, in the said latter parcel R.S. 1016 ^{name} I therefore pray that my be

Law (Education) Deptt.

Mr. Sankara Ayyar and his brothers write to say that they approve the draft conveyance deed. With reference to their statement that Sir Subrahmania Ayyar has no interest in the land his name has been ~~omitted~~ omitted from the deed. A draft order asking the Government Solicitor to get the deed executed by the parties and to ~~return~~ ^{it} return to Govt. for countersignature is submitted

See p 417 ante



p 60 ante
pp 31-39 of

vide p an 2 of
note of pp 54-55 ante

omitted in the conveyance
and that it be executed
in favour of M. S. Subramania
Iyer, M. S. Sambara Iyer and
M. S. Ananthaswaraya Iyer
only, as claimed by them

I beg to remain
Sir

Your obedient servant

A Subramaniam

for approval. The file may be sent to ~~REVENUE~~ Revenue
for perusal before issue.

11/6/24 11.6.24
13.6.24 14.6

Rev 4.0



Revenue

Do understand.

The draft may be accepted in
Revenue and the file returned to
Law Edn for issue. Please be

this Report note at para 39-40 note

file ante:

4/27/24

1/5/24

Law (Edn) 11.0

Law (Edn) Dept.

The draft may issue.

27.24

3.7.24

The drafts put up in
file was based on the notes at pp 55 to
56 ante. The instrument in this case is
conveyance and as such under Sec. 29
of the Stamp Act Stamp duty is payable
by the Grantor (Mr. Sankar Aiyar)



Encl 1359C

11.6.24

11.6

Rev 2545E

16.6.24

Rev 254
2/7/24

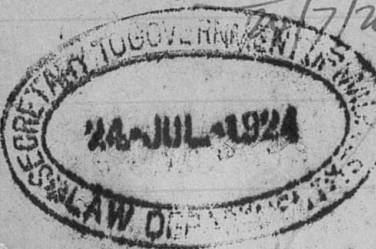


Encl 1644C

7.7.24



L. Draft 924



Pp 31-37, C.f

has brothered. (Vide also the Govt. Solicitor's
letter at P. 7, C. f.) It is only by virtue
of a mutual agreement that in this case
the Govt. undertake to bear the duty.
According to the opinion ^{given} by the
W.S. drafting, in the linked file, it will
not ~~do~~ to execute such instruments
on unstamped paper. Para 2 of the
present draft would seem to require
revision and the point about corporation
duty also perhaps requires reconsideration.
It seems better that the point is further
verified before issuing the draft. Subd:
that the file may be sent to ~~Law~~ us
(drafting) for further remarks.

17.7.24

21.7.24

W.S. (Drafting) /

Law (Drafting) Department

In my note of 15th February at p. 55 of the
notes, there was no occasion to critically
examine the question whether the instrument is
liable to stamp duty or not, the question that
was referred then, being "whether corporation duty
was payable on an unstamped agreement." I had
there to proceed merely more or less on the
assumption that the instrument was not liable
to duty and give my opinion on the question
whether corporation duty was payable on that
assumption.

64
Now after a careful perusal of the so-called deed of indenture and the material portions of the file, I see that the view then held that the document is not liable to stamp duty has not been based in my opinion on proper reasoning.

It is however satisfactory to see that the document is not liable to duty otherwise. The document is executed in pursuance of the award made by the Collector under the Land Acquisition Act. Though that Act ordinarily contemplates payment of compensation in money for any land compulsorily acquired, ^{it} sanctions also other arrangements being made including grant of ^{Government} such land in exchange - {please see section 31(3), & (4)} Section 51 of that Act exempts from stamp duty every award or agreement made under the Act ^{it}.

Law Com

7/8/24

Law (Edn)

Subd: that the draft may

now issue. Perhaps para 2 may be

5-8-24
as amended as indicated in para 2
Any circulation needed?
A
6-8-24
J.T.K.
7/8

Submitted that it is unnecessary to circulate.

7-8-24
A
8-8-24

Pp 31-37, c f

At pp 55 & 56, notes ante

(For reasons shown in opinion at p. 4 of the marked file)

No 8801235 (I)

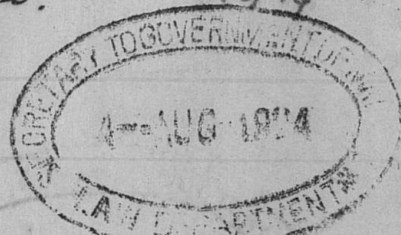
25.7.24

Act I of 1894
Unrep. Genl. Act. 104
Not put up.

Law Drafting 40924-1

4-8-24

L. D. 1847C
4/8/24



1924 JUL 24

1924

Law & Drafting 1389 C-3

9.8.24

K. Draft 999

9/8/24

61
64
Before issue I should like U.S. (Drafting) to go through the document & papers again and say whether the former is in order and gives effect to the intention of Govt the order TK
9.8.
U.S. (Drafting)
Law (Drafting) Department
Pp 31-39, c f
I am afraid the document is not correct in a material respect. It recites at B, p. 32 c.f., that the consideration for the conveyance is the sum of Rs. 34,350, the amount of compensation for the disputed plot R.S. No. 1016. This is not correct. The consideration for the conveyance is the original agreement to acquire the three plots of R.S. 1014, 1015-2 B 2 and 1016 for the value of 3 lakhs of rupees ^{plus the} and conveyance by the Government of R.S. No. 4269/1 (which is sought to be conveyed by the Government now) as modified by the subsequent agreement at M, p. 36 of (K) ^{at} and also p. 38, by which the compensation for R.S. Nos. 1014 & 1015-2 B 2 was agreed at Rs. 2,65,650 plus R.S. No. 4269/1 - deducting from 3 lakhs the sum of Rs. 34,350 the estimated value of 1016. But the award of the Collector gives for the two plots 1014 and 1015-2 B 2 only Rs. 2,65,650 and omits all reference to plot 4269/1 which the Government should, in addition to convey, though there is reference to it in para 3 of G.O. No. 66 dated 17-1-22. The document following the award recites that the compensation payable for the two plots 1014

(H) Page 1 at P.

Pages 46 & 47 (K)

and 1015-2 B 2 is Rs.2,65,650. It will not be possible to correct the statement in the deed without correcting the award itself. This leads me to the question whether the award may now be corrected. The order of the Government which embodies the agreement come to, was before the Collector and it is by some error that reference to the site in dispute was omitted in the award.

I think it is the duty of every officer to correct clerical or accidental errors as soon as they come or are brought to their notice.

The provisions of section 152, C.P.C. though strictly applicable to proceedings before the Collector under the Land Acquisition Act, are of general application.

please see Halsbury's Laws of England, Volume 1, page 265. The attention of the Collector may be drawn to the error and he may be asked to rectify it. It may be added that no party would object to the correction in this case.

The correction need solve the question of duty or will. It is the collector's duty to correct errors in the award.

Please see also Wharton's Law Lexicon 10th edition page 160, under the heading Clerical error!

A memo to the collector is dated: as directed. A covering note to the Govt. Solicitor is also dated: 3.9.24

A memo to the collector is dated: as directed. A covering note to the Govt. Solicitor is also dated: 3.9.24

work on memo to Govt. Solicitor - 1359C-4 4.9.24

1359C

Acc V of 1908 Not put up

(9.8.24)

S

27/9/24

U.S. Please bring

V.TK

21.8

U.S. Note

Land acquisition - R.S. nos.

1014, 1015-2-B-2 and 1016 - Myslapore -

Queen Mary's College for Women - Award

No. 15 Feb. 20 of 27.1.22 and

29.2.22 of 16.3.22.

(Altavhu)

Plao - Lt. Ant

The draft of a memo proposed to be issued to the Collector of Madras on the above subject is placed below. It may be forwarded to the Govt. Solicitor, who may be requested to state any objection to its issue.

3.9.24

3.9.24

V.TK 3.9.

The Govt. Solicitor to

Section 12 of the Land Acquisition Act provides that the Collector's award shall when filed in the Collector's office be final except as therein provided. I think however that the correction of an error in the award arising from an accidental omission which is provided for in the Code of Civil Procedure may be accepted as not inconsistent with the provisions of the Land Acquisition Act and that therefore the section of the Code in question will apply as provided by

15-9-4

Edw as 1359C-4 4.9.24

taken. The association of the two plots was only to determine the extent of Government land to be given in exchange and to ensure that its conveyance to the private parties takes place only after completion of the proceedings. It does not necessarily follow that the compensation for ~~R.S. No. 1016~~ is the Government land. So far as this is concerned, the compensation is the sum of Rs. 34,350 deposited in court and an amendment in the award relating to it is not called for.

2. On the other hand it is clear from p.36 of G.O. No. 66 Education, dated 17-1-22 that the compensation for R.S. Nos. 1014 and 1015 ~~shall~~ ^{should} be taken to be Rs. 2,65,650 plus the conveyance of the Government land referred to above. In this view it is the award in respect of these two plots that should be rectified.

The U.S. (Drafting) may see the Collector's letter and advise,

(i) whether the position as stated above is correct, and

(2) how the rectification of the award should be arranged for in the absence from Madras of Mr. Clarke, the land acquisition officer in this case, who is now the Assistant Commissioner of Income-tax, Coimbatore.

CA
30.10.24
(U.S. (Drafting))

1 The position in para 2 above is correct
2 That it now be open to Mr. Clarke to amend the

cf. para 3 of R. 66 E.
(K) 17.1.22

K.

CA
30/10

Law (Edn) no 2775 B-1
31/10/24
Drafting 1395
31.10.24



section 53 of the Land Acquisition Act. Section 152 of the Code provides for such an omission as that pointed out being corrected by the Court either of its own motion or on the application of any of the parties. Applying this to the Land Acquisition Act the Collector either of his own motion or on the application of any of the parties may make the amendment.

The Memo is in order.

CA
Government Solicitor.
1-10-24

The Secretary to Govt.
Law (Education) Dept. U.O. 1309.

L. En 2608
3/11/24

Law (Education) Dept.

Submitted that the draft

Memo to the Collector may issue. Perhaps

B the perambulation word "chival"
3.10.24

occurring in the draft may be replaced by "accidental"

CA
57/10/24
Very well.
V.K.
3/11



CA
for file

[Memo No. 1359/c-1, d/7.10.24] (pp 40-41, c.4)

c. 2775/c, from the coll. of Madras, A-2-1362-24, 1/16.10.24
The awards are at Slip (H) (pp 42-43, c.4)
Paragraph 2 of the Collector's letter - p. 42, c.4.

There seems to be no warrant for the assumption that the grant of the Govt. land (R.S. 4269/1) is in exchange for R.S. No. 1016 in respect of which separate acquisition proceedings were

70

10. 11. 1900

117

21

64 10

The file deals with the conveyance of a piece of Government land R.S.No.4269/1 of Mylapore, - 14 grounds and 1,490 sq.ft. in extent, to the grandsons of ~~Mr.~~ Subrahmanya Ayyar in the following circumstances:-

In March 1921 the Govt. decided to acquire ~~by private negotiation~~ the three items of property adjoining the Queen Mary's college (two houses on R.S.Nos. 1014 and 1015-2/B-2) belonging to ~~Mr.~~^{Sr} Subramanya Ayyar and his family on payment to them of a compensation of three lakhs of rupees in cash and a piece of Govt. land (R.S.No. 4269 of Mylapore) G.O.No. 297 Edn., dated 1st March 1921.

५)

Para 2 ibid.

10. Tottenham's letter
at p. 1 of 20.9.30
(R) 20.6.21

Ⓜ

3. A dispute having subsequently arisen in regard to the owner's title to one of the three items of properties notified for acquisition viz, R.S. No. 1016, it was decided to proceed with the acquisition of the other two plots in advance on payment of a compensation of Rs. 2,65,650. Separate acquisition was ordered in respect of the third plot of land, the title as to which was being contested

Q. 66 Ed.
17.1.22

Rs. 1000/-
(T) 23.1.22

12
in the law court by ^{Sr.}Subrahmanya Ayyar's grand-
sons and another counter-claimant, Mr. Venkata-
swami Pillai by name.

The Land Acquisition Officer passed his
award in respect of R.S. Nos. 1014 and R.S. 1015/2-
B/2 and on 27th January 1922 awarded a compensation
of Rs. 2,65,650 therefor. In respect of the third
plot (R.S. No. 1016) a separate award was passed on
the 14th March 1922 and the compensation amount
(Rs. 34,350) was deposited in court, the title to
the property being under adjudication there.

4. As matters stand, the awards do not contain
any reference to the Govt. land (R.S. 4629/1) which
the Govt. had undertaken to convey to the parties
as part of the compensation of the lands required
from them.

5. The draft of a conveyance deed ^(in respect of R.S. 4269/1) prepared by
the Govt. Solicitor is at pp. 31 to 37 c.f. The
draft is found to be defective in a material
particular. It recites that the consideration
for the conveyance of the Govt. land in question
is the sum of Rs. 34,350, the amount awarded as
compensation for R.S. No. 1016. This is not in
accord with facts. Further, if the consideration
is taken to be the sum of Rs. 34,350, it involves
the payment of a stamp duty of Rs. 517-8-0 on the
document and another sum of Rs. 343-8-0 as cor-
poration ~~tax~~ duty. The question ^{now} for considera-
tion is whether the land may be conveyed to the
parties otherwise than by a regular deed involving
the expenditure of nearly Rs. 900. Revenue may be
requested to say if the grant of a patta by the
Collector will secure a valid title to the grantees
and if so, whether they have any objection to the

(H)
(H)
The correction of the award
to render the conveyance
regular is not now feasible
as shown by the Collector.

A

73 65
Collector being instructed to issue a patta.



To Under Secretary

Please see the Law
Dept. note above. With reference to the
last sentence of the Law (ED.) note it is
submitted that there appears to be
no objection to instruct the Collector
of Madras to grant the site on
patta. As the award does not contain
the specific mode of conveyance of
the land to be granted in exchange
the Board of Rev may be however
be asked ^{to} state whether there
^{if there are no objections}
any ~~no~~ objection to the proposal and
^{not not there}
if ^{to} state the conditions that
should be imposed when assig-
the land on patta. ^{It will be sufficient if} A copy of the
note at pages 71-73 above which
recite
deal with the history of the case
with a copy of Govt. Solicitor's let-
at page 31-35 c.f. may ^{also} be sent to
Board of Rev. ^{no}

Su.
11/12/24 Making of the disposal of land in
184/12

To Under Secretary

With refce to Under Secretary's note on the previous page, the G.O's in flags D, G, I & Q are put up. Secr-61 Rev of 11.1.02 contains the rules relating to the disposal of vacant lands in the city of Madras

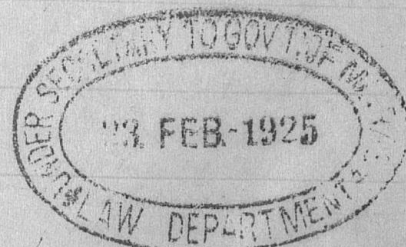
11-12-24
11/12/24

(D) - removed

Before Revenue can decide the question raised by law at A on p 42 above Revenue would like to know whether the patta is willing to accept ^{land on} the patta. It seems to me that ^{we} cannot compel the patta to accept the land on patta, if he insists on a regular conveyance deed.

Law (Educ) no MR 20/2
C & 76/c, from the collt of Madras, A-2-1362/24, d) 9.2.25

Rev no 5321/E 24-1
28/2/25
Law Edu 592C
28.2.25



In view of the supplementary award since passed by the collector, Dewan Bahadur Rameshchandra Rao, it seems unnecessary to consider the question of assigning the piece of Govt. land on Patta as previously

Suggested.

2 The file may be forwarded to the W.S., drafting, for revision the conveyance deed with reference to the Supplemental award. The conveyance deed may after revision be sent to the Govt. Solicitor for execution.

27.2.25

27.2.25
U.S. Drafting in

Law Em no 2775/24 C-4
2.3.25.

Drafting 274
2.3.25.

Law (Drafting) Department

The first two pages of deed (namely pp.31 & 32 c.f.) have been redrafted and put up at flag 'S'

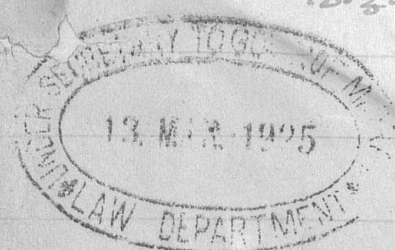
Drafting no. 274-7
13.2.1925.

Law Em 13/3/25

Law (Educ) Dept

A draft order is submitted.

Law Edu 866C
13.3.25



17.3.25 17.3.25

17.3.25
V.K.
19.3

Seott. II-10 (a)-36,502 27-11-23. (6)

Law (Education)

DEPARTMENT.

When received for Fair-copying.

When copied

When examined

When signed

When despatched

Date.

Initials.

Queen Mary's College - Mylapore - Re-surveys

No. 4269/1 in favour of Sir Subramanya 10

Ayyar's family - Sent to Government Solici-

tor for execution.

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

” ” ” ” ” 192 .

READ ALSO:—

C. No. From the, No., dated 192 .

96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1050 1051 1052 1053 1054 1055 1056 1057 1058 1059 1060 1061 1062 1063 1064 1065 1066 1067 1068 1069 1070 1071 1072 1073 1074 1075 1076 1077 1078 1079 1080 1081 1082 1083 1084 1085 1086 1087 1088 1089 1090 1091 1092 1093 1094 1095 10

..... 192 .

ORDER.

Mis.

No. 402 dated 20-3- 1925

The accompanying draft of the conveyance deed for the grant of land bearing Re-Survey No.4269/1 of Mylapore, Madras, to Messrs. M.S. Subrahmanya Ayyar, M.S. Sankara Ayyar and M.S. Anantanarayana Ayyar is approved and forwarded to the Government Solicitor who is requested to arrange for the execution of the deed by the grantees and its re-submission for execution on behalf of Government.

2. The Government are advised that

To

The Govt. Solicitor (with refce
to the correspondence
ending with his letter
No. 423 dated 24-3-23) with
plan in ~~his~~ *draft deed*

M.R.Ry.M.S.Sankara Ayyar Avl., ✓

The D.P.I. ✓

" Collector of Madras

" Revenue Department.

the document is not liable to be ^{stamp and} ~~re-charged~~
by virtue of the provisions of section
~~below the provisions of~~ of section

51 of the Land Acquisition Act,
1894.

Dud 8/20/3

17.3.25 ~~17.3.25~~

17.3.25

~~V.TK~~
~~19.3.~~