[Edl./6]
806—29-3-00.

Educational (1900) Department.

①

ORDINARY MS.

G.O., No. 350-51

DATED 8-8-00

INDEXED.

PRINTED IN G.O., dated 8th April 190[illegible] No. 199

[illegible] 14 —

[Despatch Abstract.]

Requesting the Govt. of India to modify one of the conditions on which the grant of a site in the vicinity of Fort St. George for a students' hostel was sanctioned, so as to vest the land direct in the association instead of in the trustees.

Keep file intact
retd to me

BACK PAPERS.

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

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
FC 1397/00							

[Edl. / 5 / 4,000—20-4-95.]

(2)

Educational (~~189~~ 1900) Department.

CURRENT No. 573 ✓

5 heads

Memo 159/00 & papers

274 got / 24-2-97

From The Honorary Secretary.
The Madras Students Hostels Committee.

No.

Dated 28—4—00
Received
Registered 3—5—00
Enclosures
Spare copies.

SUBJECT.

Forwarding the draft conveyance deed in connection with the Raja Sri S. Ramaswami's Students Hostel on the Esplanade.

E

Order
mis

The draft conveyance is approved and the Hony. Secy. Madras Students' Hostel will be requested to take very early steps to have it engrossed upon the appropriate stamp paper, executed in the manner indicated in its concluding sentence and thereafter registered.

TR / 7-5-00

Note.– The alterations referred to in G.O 750 / 6-11-99 have been made in the draft conveyance.

VIII

To
The Hony Secy. Madras Students' Hostel 940
with copy of the draft conveyance

BACK PAPERS.

G.O.	No.	Department.	Date.
Memo	159	Ey	25/4/00
Ec	291	dy	6/10/00 Lodged
"	121	d.	31-/1/00
"	p 750	:	6-11-98
	509	:	7-8-99
"	659	:	17-10-98

FURTHER PAPERS.

G.O.	No.	Department.	Date.

[E./3] —11-1-99.

80350 Ed / 6/4/00

(3)

Educational DEPARTMENT.

C. No. 573

SUBJECT.

Deed of Conveyance of the site required for Sir Ramaswami Mudaliyar's Student hostel.

FOR ORDERS.

D.

In its letter No 2563 M. W. d/ 16th September 1898 printed in this Govt's proceedings No 659 Edl d/ 17th October 1898, the Govt. of India sanctioned the grant of a site in the vicinity of Fort St George for the proposed Raja Sir Savalai Ramaswami Mudaliyar's Students hostel on the following conditions:

(i) The land to be granted revenue free, for the purpose in question in perpetuity, and the property to be vested in Trustees

(ii) Should the site cease to be used for the purpose for which it is granted it shall revert to Govt.

(iii) Should the property be at any time resumed by Govt. the Compensation payable therefor shall in no case exceed the cost or the present value whichever shall be less of any buildings erected or other works executed on the land by the Grantees

(iv) No additions or alterations to be made to the hostel without the prior sanction of the Govt. of India in the Military Departt.

In communicating this sanction to the parties concerned this Govt. requested the Honorary Secretary of the Madras Students Hostels Assn. to submit for approval a draft conveyance to the Assn. of the land in question. The Honorary Secretary did this with his letter of the 17th October 1899 but as the draft did not embody all the conditions imposed by the Govt. of India it was forwarded to the Govt. Solicitor for revision in communication with the Committee of the Assn.

Meanwhile Sir Ramaswami proposed to build a high school for girls on the site instead of a hostel for boys but on reconsideration he gave up the idea. With his letter read above the Honorary Secretary of the Students Hostels Assn. ~~accordingly~~ now resubmits the draft deed revised in accordance with the instructions of Govt. contained in G.O. no 750 Edl dt 6-11-99.

2. It will be seen from the first condition mentioned in the foregoing para that the land is to be vested in Trustees. The draft deed however conveys it to the Hostels Assn. In his letter no 585 dt 30th October 1899 (para 3) the Govt. Solicitor observed that this was preferable to conveyance to Trustees. Orders

G.O. no 659 Edl dt 17th October 1898. D.

VII

G.O. no 750 Edl dt 6-11-99 E.

G.O. no 154 Edl dt 29-3-00. Q

E.

VIII.

are however solicited as to whether the sanction of the Govt. of India should not be obtained for this modification in one of the conditions imposed by that Govt.

3. The only other modification made by the draft deed is in reference to condition (iii). Under the deed no compensation is payable in case of resumption of the property by Government but under condition (iii) the maximum claimable is the cost or present value whichever shall be less of any buildings erected or other works executed on the land by the grantees. The Govt. has promised a substantial grant (Rs 25000) in aid of the building and the maximum compensation ~~payable~~ claimable if any is payable should apparently be the cost or present value whichever is less *minus* the grant or its proportionate share.

Under the fourth condition no additions or alterations are to be made to the hostel buildings without the prior sanction of the Govt. of India in the Military Departt. As however the plan of the original buildings does not require such sanction the object of this restriction ~~is not clear~~ about additions & alterations is not clear.

Orders are therefore solicited as to whether any modification should be made in the draft deed with reference to condition (iii) or in condition (iv).

4. In his letter no B-1-16234 dt 10th October 1898, the Deputy Adjutant General called for a plan drawn to scale showing the

I think so
H.T.

Secy.
This proposal should be approved, I submit; if anything is to be inserted about compensation; but as the association has accepted the present deed which allows no compensation it seems unnecessary to insert anything.

R.A.

A.S. Please look into this again. See my separate slip.

H.T.
12500.

Please see below (p. 5 of this note).

A.S.P.
26.6.1900

Secy.

The stipulation is in the deed at present; I submit it may stand.

G.A.

K.
(linked file)

exact area to be enclosed and the site on which the hostel is to be erected. In G.Os no 117 dt 11-2-99 and no 719 dt 26-10-99 the D.P.I. was requested to submit this plan but he has not yet done it. The last reminder to him for it was sent on the 21st ultimo. The execution of the draft deed may perhaps be postponed till this plan is forwarded and the approval of the Military Departt. obtained thereto.

R.A.
9-5-00

P.J.D.
8/5/00

L & M (linked file)

N (linked file)

Wire for it from Dol.
KT
12-5-00

On the 12th ult. the Secretary drew attention to the ~~app-~~ ~~parent~~ absence of any provision in the draft deed for re-entry at the ~~pleasure~~ will of the assignor or of the Madras Government, as opposed to re-entry under the assignee's default, in which (the former) case compensation would be payable to the assignee with certain limitations. He remarked that the provision was very important.

2. A paper believed to be essential to answering on the point raised was with the Hon. Member, & the file has been lying over. This morning the Hon. Member returned the ~~Hon~~ file containing the paper for reference, & a copy was made of part of Educl. letter No. 431, 16th July 1898.

flagged L

3. The Secretary's recollection of what was intended was correct.

4. The Madras Government themselves proposed the provision in question, but took it from Mr Ibbetson's letter printed with G.O. No. 170, Revenue, 21 March 1895.

flagged X

5. Two different kinds of re-entry were contemplated, compensation being payable under one of them.

There ~~[illegible]~~ might be re-entry under ~~at~~ the assignee's default, in which case ~~it~~ the site was to revert to Government, without compensation: ~~[illegible]~~ this kind of re-entry being styled "reversion". ~~[illegible]~~ And there might be re-entry on public grounds, military or other; this kind of re-entry being distinguished by the term "resumption". If resumption took place, either "the cost "or the present* ~~[illegible] existing~~ "value", whichever was less, of "buildings erected or

* qy. ~~existing~~ value at date of resumption?

(5)

flagged

"other works ~~payable~~ executed "on the land" was payable as maximum compensation.

6. The draft deed requires amendment. In the Govt. Solicitor's letter of 30 Oct. 1899, No. 585, there is, I venture to think, some little misapprehension. Mr Barclay *discusses the very †condition which the draft deed is silent about, but it is evident that he wrongly regarded it as a sort of supplement to the second. For he refers to a provision in the event of re-entry "as provided in the deed", and observes that this provision came to much more than what had been laid down by the Government of India. Really, however, it does nothing of the kind, for ~~the~~ re-entry

* para. 5 of his letter.

† the third.

under default of the assignee could alone, under the deed, ~~his position affect the disabilities of the Association~~ render the Association subject to the disabilities, and give Government the rights, described in the last six lines of the paragraph.*

* No. 5.

~~Not only does the deed~~

7. ~~Not~~ The deed in short provides neither for resumption (as opposed to reversion) nor for compensation arising from resumption.

8. The point has† been raised whether some provision should not be made ~~for~~ under which a certain grant-in-aid can, in the event of the payment of compensation, be deducted from the sum due. But as ~~[illegible]~~

† In para. 3 of the office note dated 8.5.1900 (Supra)

in the event of compensation being paid, there will be provision in the deed* for a maximum amount, it does not seem necessary for Government to trouble themselves about the matter. If ~~after~~ the time comes for compensating the assignees after resumption, it will be open to the Government of the day to pay them such a sum within the maximum as is considered fit.

* after revision as above.

A. P.
26.6.1900

Secy.

Please draft ~~ref.~~

H. T. 27.6.00.

Please see the draft placed below.+

pp. 10-12.

Secy.

A. P.
27.6.1900

(7) Desp

Reference: No 210
~~[illegible]~~-3-7-00-

The draft deed is returned to the Government Solicitor with the remark that it requires amendment in the following respects.

2. While the conveyance as now drawn up duly makes provision for the contingency of the reversion of the site to the assignor or the Madras Government on the assignee's default, it does not provide for resumption of the property, for military or other reasons of State. The contingency of such ~~reversion~~ resumption as distinguished from re-version, was contemplated by the Govt. of India, and

it was stipulated that in such a case compensation, limited, as a maximum, to the cost or then existing value of any buildings erected or other works executed on the land by the grantee, should be payable to him.)

3d. This condition was intended to be quite distinct from that ~~[illegible]~~ providing for re-entry in the event of the site ceasing to be used for the purpose for which it was granted; and provision for such resumption, if ever deemed necessary, and for ~~to~~ limiting as above stated the amount of compensation payable in such case to the assignee, must be made in the deed for execution.

12

(8)

900

3. The Government Solicitor is requested to arrange, in communication with the Solicitor of the Madras Students Hostels, for having the necessary additions and alterations made in the draft deed, which should then be re-transmitted to Government (for final approval.

27.6.1900.

Secy.

28.6.00

To

The Govt. Solicitor

With enc 573 & enclosures

Desptd 3/7

2/7

[Pub. 29]
1,000—11-8-98.

Edl (9)

~~Public~~ (1900) Department.

Endorsement. No. 1846
18.7.00

Transferred to the Educational Depmt.

A. Meath
Under Secretary

CURRENT No. 976
memo 210/00

ASSISTT SECY TO GOVT M.S.
18 JUL 1900
LOCAL MUNL EDL & LEG DEPT

From The Govt: Solicitor
Madras

To the Educational Depmt. (U.S.)

~~Order~~

Cn
18.7.00

No. 386

This is all right now.
N.P.
18.7.1900

Dated 16. July 1900.

Received 17 " "

Registered 18 " [illegible] 20.7.00

Enclosure~~s~~ one

Spare copies. -

SUBJECT.

Forwarding for approval Engrossment of the assignment to the Madras Students Hostels of a piece of land situated to the South of the China Bazaar Road Madras.

BACK PAPERS

G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.

CURRENT NO. ~~3254~~ 976

(10) No. 386 6P

Madras 16th July 1900.

From,

Ernest Barclay

Government Solicitor

MADRAS.

To,

The Chief Secretary to Government

Ootacamund.

CHIEF SECRETARY'S GOVERNMENT OF MADRAS 17 JUL 1900

Sir;

I. With reference to your Memorandum, Educational Department No. 210 dated 3rd instant, I forward herewith for your approval Engrossment of the assignment to the Madras Students' Hostels.

2. On receipt of your Memorandum, I inserted in the draft assignment the proviso you will find on the last page of the engrossment and sent the draft so altered to the Solicitor of the Association, Mr. King, for approval. Mr. King has had the assignment engrossed with my added proviso, which he has approved, so that, if it be approved by Government, the deed can be stamped and completed.

I have the honor to be

Sir

Your Obedient Servant

Ernest Barclay

Government Solicitor.

199/07

(11)

Go 350 Ed
8-8-00

THIS INDENTURE made the day of One thousand and nine hundred BETWEEN THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called "the assignor") of the one part and THE MADRAS STUDENTS HOSTELS an association registered under Section 26 of The Indian Companies Act 1882 (hereinafter called "the association") of the other part WHEREAS the assignor has in consideration of the covenant hereinafter contained agreed to assign transfer and make over to the association the piece or parcel of land hereinafter described and intended to be hereby assigned for the purposes of the association as more particularly set forth in its Memorandum of Association NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the premises and of the covenant by the association hereinafter contained HE the assignor doth hereby assign transfer and make over unto the association its successors and assigns ALL THAT piece or parcel of land more particularly described in the Schedule hereunder written and delineated on the plan hereunto annexed and therein coloured pink TOGETHER with all fences ways watercourses liberties rights privileges easements advantages and appurtenances whatsoever to the said piece or parcel of land and premises or any of them appertaining or with the same or any of them now or heretofore occupied or enjoyed or reputed or known as part or parcel of them or any of them or as appurtenant thereto AND ALL the estate right title interest claim and demand of the assignor in to and upon the same premises TO HAVE AND TO HOLD the said piece or parcel of land and all and singular other the premises hereinbefore expressed to be hereby assigned UNTO the association its successors and assigns for ever free of all land revenue but subject to the proviso hereinafter contained PROVIDED ALWAYS and the association doth hereby for itself its successors and assigns covenant with the assignor and his successors in office that the association its successors or assigns shall not nor will at any time make any additions or alterations to the Hostel or other buildings erected or to be erected upon the said piece or parcel of land without the permission in writing of the Government of India first had and obtained AND further that if and whenever the association its successors or assigns shall in the opinion of the assignor or of the Governor in Council for the time being of Fort Saint George cease to carry on in a satisfactory manner the objects for which the association has been formed according to its original Memorandum of Association or shall commit any breach of any of the covenants by the association herein contained it shall be lawful for the assignor or any officer of the Government of Madras duly authorised in that behalf to re-enter upon any part of the said piece of land in the name of the whole or any of the buildings erected thereon and the association its successors or assigns shall thereupon re-assign the said premises to the as-

-signor or as he shall direct and that in default of the association so doing the said piece or parcel of land together with all buildings and erections then standing or being thereon shall become and remain the absolute property of the assignor and the assignment hereinbefore contained shall become absolutely null and void PROVIDED ALWAYS and it is hereby agreed and declared that no such re-entry shall take place unless and until the assignor or the Government of Madras shall have given to the association its successors or assigns a notice calling upon it or them to give a reasonable explanation of the matter or matters complained of and to rectify the same which notice shall be in writing signed by the assignor or by a Secretary to the Government of Madras and shall be served on the association its successors or assigns or fixed on any part of the said premises and default shall have been made in giving such reasonable explanation and in rectifying the matter complained of for the space of three calendar months from the time of such notice being so served or affixed AND IT IS HEREBY ALSO AGREED AND DECLARED that if the assignor or his successors in office or assigns shall re-enter upon the said premises under the provisions in that behalf hereinbefore contained the association its successors or assigns shall not take down or remove any buildings erections or fixtures or other things which now are or shall have been erected set up fixed or made upon the said piece of land or any part thereof and that all such buildings erections fixtures and other things shall upon such re-entry become and remain the absolute property of the assignor his successors in office and assigns and that without his or their being liable to pay to the association its successors or assigns the value of any such buildings erections fixtures or other things at the time of such re-entry or making to the association its successors or assigns any compensation for the same or any of them AND the association doth hereby for itself its successors and assigns covenant with the assignor and his successors in office and assigns that the association its successors or assigns will not assign lease let or part with the possession of the said premises hereinbefore expressed to be hereby assigned transferred and made over or any part thereof or any building thereon to any person or persons whomsoever without the consent in writing of the Government of Madras for and on behalf of the assignor first had and obtained PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that in case at any time hereafter the Assignor his successors or assigns shall require the said premises hereinbefore expressed to be hereby assigned transferred and made over or any part thereof for any military purpose or other reason of state declared by the Governor in Council for the time being of Fort Saint George for and on behalf of the assignor his successors or assigns then and in that case and immediately thereupon the association its successors or assigns shall reconvey and deliver up possession of the said premises hereinbefore expressed to be hereby granted conveyed and assigned and every part thereof together with all buildings erections fixtures and works then standing or being thereon and the appurtenances thereto unto the Assignor his successors or - assigns or as he or they shall direct and it shall be lawful for him or them and for any Officer of the Government of Madras to re-enter upon any part of the said premises in -- the name of the whole and thereupon the same shall become and remain the absolute pro-- perty of the assignor his successors and assigns and the assignment hereinbefore contained shall become absolutely null and void PROVIDED ALSO that in case of any such resumption of the said premises as last aforesaid then and in that case the assignor his ----- successors or assigns shall pay or cause to be paid unto the association its successors or assigns as and by way of compensation and in full satisfaction for the same such sum of money as shall at most represent the actual cost or the then value (whichever shall be least in amount) of all buildings erections fixtures and other works erected or made by the -- association its successors or assigns and which shall then be in or upon the said piece or parcel of land. IN WITNESS whereof the Chief Secretary to the Government of Madras by order and direction of His Excellency the Governor General of India in Council has hereunto set his hand and seal and the common seal of the association has been hereunto affixed the day and year first above written.

--- THE SCHEDULE ABOVE REFERRED TO. ---

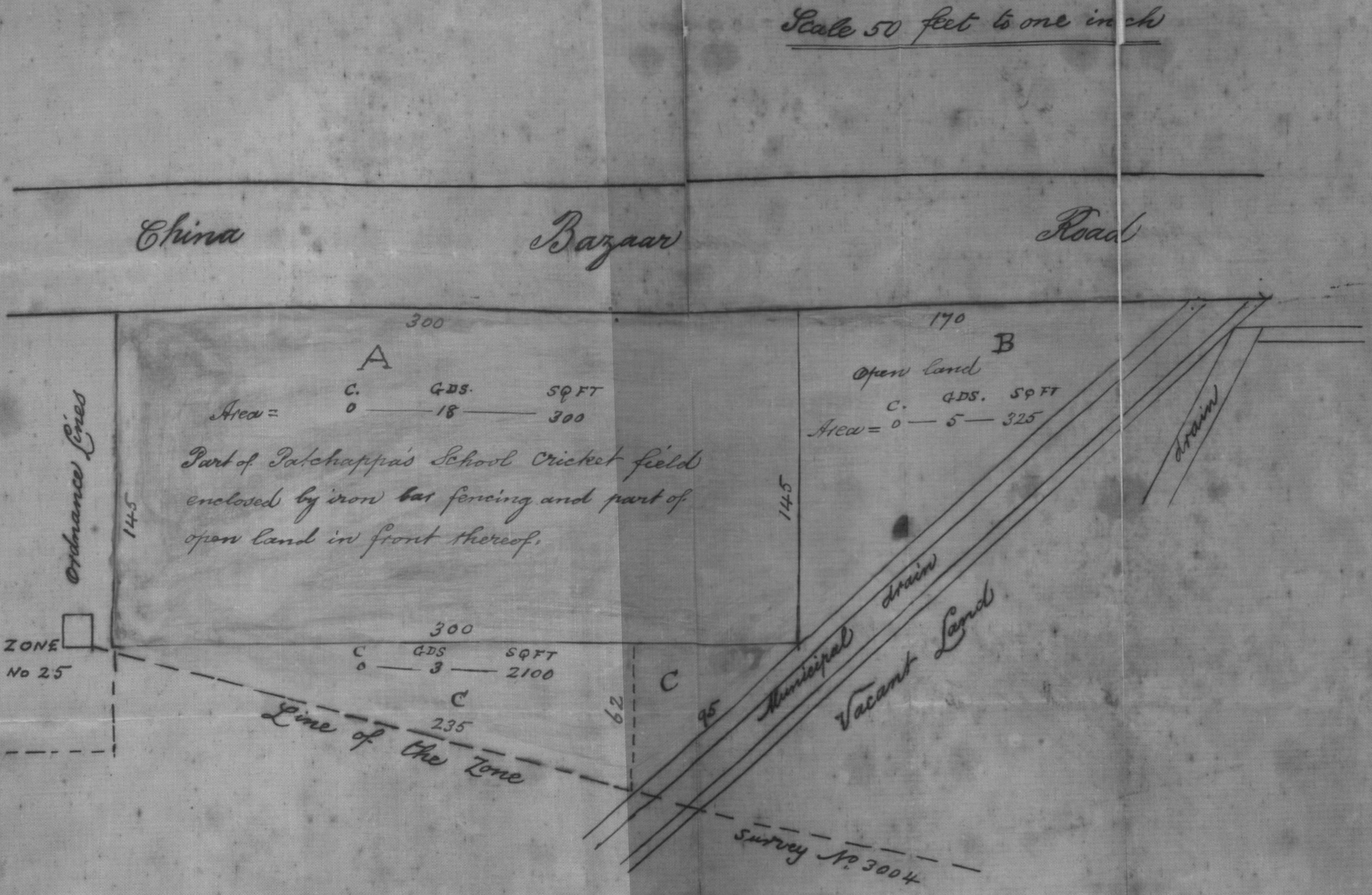
All that piece or parcel of land situate in the Black Town of Madras in the Registration Sub District of Sowcarpett in the Registration District of Madras bounded on the North by the China Bazaar Road on the South by the line of the Military Zone round Fort Saint George on the East by an open drain belonging to the Municipality of Madras and - on the West by the Ordnance Lines containing in the whole by admeasurement twenty six -- grounds two thousand seven hundred and twenty five square feet be the same a little more or less.

Signed sealed and delivered by --)
GABRIEL STOKES the Chief Secretary)
to the Government of Madras by --)
order and direction of His Excel-)
lency the Governor General in ---)
Council in the presence of -------)

The

The common seal of the MADRAS --)
)
STUDENTS HOSTELS was hereunto --)
)
affixed in the presence of -----)

⑬


Scale 50 feet to one inch
China Bazaar Road
300
A
Area = C. 0 — GDS. 18 — SQ FT 300
Part of Patchappa's School Cricket field enclosed by iron bar fencing and part of open land in front thereof.
145
145
300
170
B
Open land
Area = C. 0 — GDS. 5 — SQ FT 325
drain
Ordnance Lines
ZONE No 25
C 0 — GDS 3 — SQ FT 2100
C
235
Line of the Zone
62
C
95
Municipal drain
Vacant Land
Survey No. 3004

CHIEF SECRETARIAT
17 JUL 1900
GOVERNMENT OF MADRAS

DATED ______________________ 1900

THE SECRETARY OF STATE FOR INDIA ---

--to--

THE MADRAS STUDENTS HOSTELS ASSOCIATION -----------------------------

ASSIGNMENT of a piece of land situated to the South of the China Bazaar Road Madras -------------------------

[E. & L. / 1]
500—17-11-99.

(14)

Edl DEPARTMENT.

78

Papers to be read in Proceedings :—

Again G.O., No. , dated 189 .
Again G.O , No. , dated 189 .
Current No. 573 of 1~~8~~900, dated 28th April , from the Hon Secy. M-S-H.
" " 976 " 1~~8~~900, " 16th July , " the Govt Solicitor
" " " 189 , " , "

Desp & Keep
file intact.
PJ
7/8/00

HCM

Secy

MA
3.8.00.

ORDER. No. 351 Dt 8-8-00
mis.

Note.

Please see the Secretary's note
dt 4-11-99 at flag XII.
also at flag XIII. PJ

The compensation payable ~~under~~ on resumption should be a "maximum"; otherwise Govt. would be binding themselves to pay back ~~what~~ the amount of their own grant. This was stated in the memorandum of the 3rd inst. No. 210. (D)

It is of course in the last degree unlikely that such resumption will ever take place, but the insertion of the pencil words I have added to the draft deed will I think preserve the right of Govt. in this respect.

The letter to India may issue.

AFP
30.7.1900

Some such restriction is necessary. [illegible] India has approved & the Solicitor can make the slight amendts suggested.

MA.

2/viii/00

The Govt of I. will be addressed.

AFP
30.7.00

Letter to No. 351 Dt 8-8-00

The Secy to the G of I.
Military Dept.

Sir,

In para. 3 of Military Dept letter no. 2563 M.W. Dt the 15th Sept 1898, the G. of I. sanctioned the grant of a site in the vicinity of Fort St George ~~Madras~~ for a Students' hostel to be constructed by Raja Sir Savalai Ramaswami Mudaliyar, one of the conditions on which the grant was

2

was made being that the property should be vested in trustees. This Govt., however, is advised that as the grantee is an association registered under section 26 of the Indian Companies Act, 1882, it will be a distinct advantage to grant the land direct to the Association; ~~the reason being that, if the land~~ as otherwise whenever ~~were vested in trustees, every time~~ a trustee died or vacated office, a ~~fresh trustee~~ successor would have to be appointed. and the property would have to be transferred; ~~so as to be vested in the trustee for the time being; whereas~~, if If on the other hand it is vested in a corporate body having perpetual existence, no such transfer will be necessary.

I am to say that H.E. the G. in C. agrees in this view, and to request that the G. of I. will be pleased to modify the condition accordingly.

VIII

27/7/00

30.7.1900.

2 viii/00

Despd 11-8-00

7.7.00

When given for copying 2/8
When copied ________
When examined ________
When signed ________
190 .

READ AGAIN G.O., No. , DATED 190 .

CURRENT NO.

ENCLOSURES TO C. NO.

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

LETTER OF GOVERNMENT.

STATEMENT WITH DITTO.

PAPERS NOT FILED UP, BEING MEANT FOR DESPATCH IN ORIGINAL.

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