[B. ——]

208—19-4-05.

Educational (1903) Department.

ORDINARY PRINTED.

G.O., No. 529

DATED 26. 10. 03

INDEXED

ORIGINAL

[Despatch Abstract.]

Agreement to be executed by Managers of Schools

Approving the amended form —— under rule 114 (2) (Building Grants) of the Grant-in-Aid Code, submitted by the D. P. I. with his letter of the 17th October 1903

BACK PAPERS.

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

FURTHER PAPERS.

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

Government {1903} of Madras.

EDUCATIONAL.

2

Recd. } 1903. *Enclosures*

Regd. } *Spare copies*

ORIGINAL

G.O., No. 529, 26th October 1903.

N. P.

OCTOBER.

Building grants Agreement.

Approving the form of agreement to be executed by managers of schools receiving building grants under rule 114 (ii) of the Grant-in-aid Code.

GOVERNMENT OF MADRAS.

EDUCATIONAL DEPARTMENT.

Read—again the following paper :—

G.O., No. 305, Educational, dated 23rd June 1903.

Read—also the following papers :—

From the Hon'ble Mr. G. H. STUART, M.A., Director of Public Instruction, to the Secretary to Government, Educational department, dated Madras, 4th September 1903, Ref. on C. No. 5047.

With reference to G.O., No. 305, Educational, dated 23rd June last, I have the honour to submit, for the approval of Government, four draft forms of agreement prepared by the Government Solicitor—one relating to the erection of buildings for which a grant is promised, another to buildings already erected for which a grant may be given under exceptional circumstances, another to the purchase of lands and buildings, and the fourth to the enlargement of buildings. Four different forms have been prepared by the Government Solicitor, evidently because he has found it impossible to prepare one form which would suit all the four purposes for which building grants are paid.

From the Hon'ble Mr. G. H. STUART, M.A., Director of Public Instruction, to the Secretary to Government, Educational department, dated Madras, 17th October 1903, Ref. on C. No. 5047.

In continuation of my letter dated 4th September 1903, Ref. on C. No. 5047, I have the honour to submit, for the approval of Government, an amended draft of the deed of agreement to be executed under rule 114 of the Grant-in-aid Code. The other three forms referred to in the letter cited above will be amended on receipt of orders on this draft.

2. If this form is adopted, a deed executed in accordance with it will, on the advice of the Government Solicitor, be stamped as a mortgage. The deed will then completely protect Government against alienation or encumbrance of the property; and to guard against a defective title, the title-deeds will be inspected and a certificate of encumbrances from the Registrar's office demanded in every case.

Enclosure.

This Indenture is made the day of one thousand nine hundred and BETWEEN

(hereinafter called the Managers) of the one part and the Right Honourable the Secretary of State for India in Council (hereinafter called "the Secretary of State") of the other part Whereas the Managers are well and truly entitled to and possessed of the piece or parcel of land particularly described in the schedule hereunder written and are desirous of erecting and building a and other buildings thereon at an estimated cost of rupees and whereas the Managers have in accordance with the provisions of the Grant in aid Code of the

Madras Educational Department now in force in the Presidency of Madras applied to the Secretary of State for a grant in aid of the sum of rupees being part of the said sum of rupees so required for the purposes hereinbefore mentioned to enable them to erect the said and other buildings and whereas the Secretary of State hath consented and agreed to make the said grant in the manner provided in chapter of the said Grant in aid Code upon the Managers entering into the covenants on their part and giving the security hereinafter contained. Now this indenture witnesseth that in pursuance of the said agreement and in consideration of the covenant on the part of the Secretary of State hereinafter contained they the said Managers do hereby for themselves their heirs executors and administrators covenant with the Secretary of State his successors and assigns that they the Managers or the survivors or survivor of them or the heirs executors or administrators of such survivor their or his assigns will within the day of cause to be duly erected the said and buildings in accordance with the plans and estimate submitted to the Government of Madras in respect thereof and will from time to time and at all times so long as the said buildings to be so erected shall be used for the purposes of the said at aforesaid conduct and manage such in accordance with the rules and regulations for the time being in force in the Madras Educational Department so far as the same respectively are applicable to the said and will not prior to the lapse of years from the date of the payment of the said grant divert or allow to be diverted the said buildings to other than educational purposes approved by the Government of Madras and will during such period keep such buildings in good and substantial order and repair so that the same may be always efficient for use for the purposes of the said school and will in the event of the said buildings at any time prior to the lapse of the said period ceasing to be required for the purposes of the said or being diverted to other than educational purposes approved by the said Government of Madras forthwith repay to the Secretary of State his successors or assigns the said sum of Rs or so much thereof as shall be determined by arbitrators to be appointed as provided by rule of the said Grant in aid Code and will further in the event of such repayment not being made within days from the determination of the amount of same if so required to do by the Secretary of State his successors or assigns sell to the Secretary of State his successors or assigns the said piece or parcel of land with the and buildings thereon at a valuation to be determined by the said arbitrators who in making their award shall deduct from the price thereof such portion of the said grant as may seem to them equitable Provided always that nothing in the last preceding clause contained shall release the Managers from the repayment of the said amount to be fixed by arbitration as aforesaid in the event of the Secretary of State not being desirous of purchasing the said piece or parcel of land and buildings Provided also that in the event of the Managers failing to appoint an arbitrator the amount to be so repaid to the Secretary of State his successors or assigns or deducted as the case may be shall be the said sum of Rs And this indenture also witnesseth that in further pursuance of the said agreement and in consideration of the covenants on the part of the Managers hereinbefore and the transfer hereinafter contained he the said Secretary of State doth hereby for himself and his successors covenant with the Managers their heirs executors administrators and assigns that he the said Secretary of State or his successors will upon the submission of the certificate referred to in rule or of the said Grant in aid Code as to the completion or progress of the erection of the said buildings pay to the Manager for the time being of the said the said sum of rupees so agreed to be advanced by him as aforesaid either in whole or by such instalments as the Government of Madras may determine And this indenture further witnesseth that in further pursuance of the said agreement and in consideration of the said grant-in-aid to be paid as aforesaid the Managers do and each of them doth hereby grant convey and assign unto the Secretary of State his successors and assigns all that piece or parcel of land particularly described in the schedule hereunder written together with all and singular the buildings and erections now being or which may hereafter be thereon expressly including the said buildings to be erected as aforesaid And all rights easements and appurtenances whatsoever usually held or connected therewith or reputed to belong or be appurtenant thereto And also all furniture fixtures fittings maps and other school apparatus school books and chattels for the time being in and belonging to or use or to be used for the said school and all the estate right title interest claim and demand of the Managers in to and upon the said hereditaments and premises to have and to hold the said piece or parcel of land hereditaments chattels and effects and all other the premises expressed to be hereby assured unto the Secretary of State his successors in office and assigns according to the nature and tenor thereof respectively upon the trusts nevertheless to and for the intents and purposes following that is to say

Upon trust to permit the same hereditaments and premises to be used by the Managers or their successors in office as a school for and upon further trust in case there shall be a breach of any of the covenants hereinbefore contained and on the part of the Managers or their successors to be observed and performed and such Managers or their successors shall fail to pay on demand the said sum of Rs or other the amount so to be fixed by arbitration in manner hereinbefore provided or to sell the said premises to the Secretary of State as also hereinbefore provided as the case may be then and in any of such cases to forthwith sell

and absolutely dispose of the said hereditaments and premises and apply the proceeds of such sale after payment thereout of all costs and expenses attending the same in or towards recouping or reimbursing to the said Secretary of State his successors or assigns the said grant in aid or sum of Rs or other the amount so to be fixed by arbitrators as aforesaid and pay the surplus if any to the Managers or other the Managers or Manager for the time being of the said School In witness whereof the said
and
The Director of Public Instruction for the Presidency of Madras by the order and direction of the Governor in Council of Fort St. George acting for and on behalf of the said Secretary of State have hereunto set their respective hands and seals the day and year first above written.

Schedule to which the above written Indenture refers.

All that piece or parcel of land situated at in the zillah of and taluq of and in the sub-registration district of and registration district of bounded on the north side thereof by on the south side thereof by on the east side thereof by and on the west side thereof by and containing together in the whole by admeasurement (be the same little more or less) and all which said piece or parcel of land was formerly in the occupation of but is now in the occupation of

Signed sealed and delivered by the abovenamed in the presence of

Signed sealed and delivered by the abovenamed in the presence of

---

Order—No. 529, Educational, dated 26th October 1903.

The amended form of agreement submitted with the Director's letter of the 17th instant is approved.

(True Extract.)

A. G. CARDEW,
Ag. Secretary to Government.

To the Director of Public Instruction.

Exd, T , K. Narayana Aiyangar.

Educational Department.

NOTES CONNECTED WITH G.O., No. 529, EDUCATIONAL, DATED 26th OCTOBER 1903.

[Subject—*Forms of agreement for building grants.*]

From the Director of Public Instruction, dated 4th September 1903, *No.* 5047.

These forms seem defective. A manager may be building on land to which he has no valid title or with money obtained on loan having a prior claim on the land and building. In such a case Government may find it difficult, if not impossible, to enforce the agreement and recover the portion of the grant determined by arbitrators appointed under the Grant-in-aid code (rule 116). The forms of the agreement provide that if within a certain number of years, the building for which a grant is drawn is diverted to other than educational purposes or ceases to be required for the purpose for which it was built and if the manager does not then refund the portion of the grant determined by the arbitrators, he should sell the land and buildings to Government. This, however, he cannot validly do unless the land absolutely belongs to him nor usefully if there is any prior claim on the land and building equal to their sale value. It seems, therefore, that the agreement should proceed on the express understanding that the manager's title is in order and that the Director has satisfied himself of it. The Director may say that he will always satisfy himself about the title before he enters into the agreement, but this does not seem to be sufficient. An express provision to that effect seems to be absolutely required.

2. There is a form approved by the Government of India on page 77 of the draft code for European schools. This seems to be preferable to the forms drafted by our solicitor. The provision in the Government of India form for the recovery of the full amount of the grant is not in accordance with our Grant-in-aid code (rule 116), but minor alterations to suit our code can be easily made. This form with the necessary alterations may, therefore, be recommended to the Director with the request that he will obtain from the Government solicitor and submit to Government for final approval a fresh form or fresh forms for adoption for ordinary schools in this presidency.

It is a form relating to conveyances and much alteration will be necessary.
A. T. Pringle.

P. T. Tharyan—10-9-03.

I think we may invite the Director's opinion on these remarks which I generally concur with. What I fear is that if we go too minutely into questions about land-titles in connection with these grants we may involve ourselves in some difficulties.

A. T. Pringle—10-9-03.

The question is one for the Government solicitor who should be asked to say whether under the deeds drawn by him, the Government could enforce rule 116 of the code by proceeding against the building for which the grant was given if the ownership in the land does not vest in the managers, or if they alienate it or encumber

it. What is needed seems to me to be a mortgage on the land and buildings, while what the draft deeds give is a mere agreement to build, use, and so on—but without any definite security in the event of the covenant being broken.

A. G. CARDEW—11-9-03.

To Director of Public Instruction.

The Government solicitor has been addressed on the point raised above, and his reply will be reported.

G. H. STUART—15-9-03.

From the Director of Public Instruction, dated 17th October 1903, No. 5047.

The Director submits the deed marked A in the current file as revised by the Government solicitor with reference to the foregoing remarks and promises to revise the other three deeds marked B, C and D on receipt of orders on the amended deed A. This deed seems to be all right now and may, it is submitted, be approved. The only doubt is whether any express provision should be made therein to the effect that the Director has satisfied himself that the title is in order and that there are no encumbrances. The Director however promises to so satisfy himself in every case without any such provision.

P. T. THARYAN.—20-10-03.

Reference is requested to the Notes in G.O., No. 305, dated 23rd June 1903. I think the form of deed may now be approved.

A.G.C.—21-10-03.

Yes.

G. S. F[ORBES]—21-10-03.

The draft placed below may issue.

P.T.T.—23-10-03. A.G.C.—24-10-03.

[G.O., No. 529, Educational, dated 26th October 1903.]

Stock Form No. 127
2,000—12-2-03.

Educational (1903) Department.

GOVERNMENT
7 SEP 1903
EDUCATIONAL & MUNICIPAL DEPT.

CURRENT No. 1402

From

[*Name*] The Hon'ble Mr. G. H. Stuart, M.A.,

[*Designation*] Director of Public Instruction,

[*Station*] Madras.

Rly. on C. No. 5047/03.

Dated 4th SEPTEMBER *1903.*

Enclosures 4 draft forms of agreement.

Received 7-9- *1903.*

Registered 7-9- *1903.*

SUBJECT.

Submitting for approval the forms of agreement to be executed by Managers of Schools under Rule 114(2)(Building grants) of the Grant-in-Aid Code.

BACK PAPERS.

FURTHER PAPERS.

To

The Secretary to Government,

Educational Department.

Sir,

With reference to G.O.No. 305,Educational, dated 23rd June last, I have the honour to submit for the approval of Government four draft forms of agreement prepared by the Government Solicitor, one relating to the erection of buildings for which a grant is promised, another to buildings already erected for which a grant may be given under exceptional -- circumstances, another to the purchase of lands and buildings, and the fourth to the enlargement of buildings. Four different forms have been prepared by the Government Solicitor, evidently because he has found it impossible to prepare one form which would suit all the four purposes for which building grants are paid.

I have the honour to be,

Sir,

Your most obedient servant,

E.W.Middlemast

Dy.Director of Public Instruction.

THIS INDENTURE is made the day

of One thousand nine hundred and

BETWEEN

(hereinafter called the Managers) of the one part and THE RIGHT - - -

HONORABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter --

called "the Secretary of State") of the other part WHEREAS the - - - -

Managers are desirous of erecting and building a and

other buildings upon the piece or parcel of land particularly - - - --

described in the Schedule hereunder written at an estimated cost of

Rupees AND WHEREAS the Managers have in accordance

with the provisions of the Grant-in-aid code of the Madras Educational

Department now in force in the Presidency of Madras applied to the - -

Secretary of State for a grant-in-aid of the sum of Rupees

being part of the said sum of Rupees so required

for the purposes hereinbefore mentioned to enable them to erect the -

said and other buildings AND WHEREAS the --

Secretary of State hath consented and agreed to make the said grant -

in the manner provided in Chapter of the said grant-in-aid code

upon the Managers entering into the convenants on their part herein--

after contained NOW THIS INDENTURE WITNESSETH that in pursuance of the

said agreement and in consideration of the convenant on the part of the

Secreatry of State hereinafter contained They the said Managers do -

hereby for themselves their heirs executors and administrators covenant

with the Secretary of State his successors and assigns that they the -

Managers or the survivors or survivor of them or the heirs executors -

or administrators of such survivor their or his assigns will within --

the day of cause to be duly erected the said

and buildings in accordance with the plans and --

estimate submitted to the Government of Madras in respect thereof AND

will from time to time and at all times so long as the said Buildings

to be so erected shall be used for the purposes of the said

at aforesaid

conduct and manage such in accordance with the -

rules and regulations for the time being in force in the Madras - --

Educational Department so far as the same respectively are applicable

to the said And will not prior to the lapse

of years from the date of the payment of the said grant divert

or allow to be diverted the said buildings to other than educational -

purposes approved by the Government of Madras AND will in the event of

the said buildings at any time prior to the lapse of the said period -

ceasing to be required for the purposes of the said or

being diverted to other than Educational purposes approved by the said

Government of Madras forthwith repay to the Secretary of State his --

successors or assigns so much of the said sum of Rs

as shall be determined by arbitrators to be appointed as provided by

Rule of the said grant-in-aid code AND will further in the event

of such repayment not being made within days from

the determination of the amount of same if so required to do by the -

Secretary of State his successors or assigns sell to the Secretary of

State his successors or assigns the said piece or parcel of land with

the and buildings thereon at a valuation to

be determined by the said arbitrators who in making their award shall deduct from the price thereof such portin of the said grant as may seem to them equitable. Provided always that nothing in the last preceding clause contained shall release the Managers from the repayment of the said amount to be fixed by arbitration as aforesaid in the event of - the Secretary of State not being desirous of purchasing the said piece or parcel of land and buildings AND THIS INDENTURE ALSO WITNESSETH -- that in further pursuance of the said agreement and in consideration - of the covenants on the part of the Managers hereinbefore contained - He the said Secretary of State doth hereby for himself and his - - -- successors covenant with the Managers their heirs executors administrators and assigns that he the said Secretary of State or his successors will upon the submission of the certificate referred to in Rule 114 or 115 of the said grant-in-aid code as to the completion or progress of the erection - of the said buildings pay to the Managers for the time being of the - - said the said sum of Rupees- so agreed to be advanced by him as aforesaid either in whole or by such instalments as the Government of Madras may determine IN WITNESS where- of the said

95

and

The Director of Public Instruction for the Presidency of Madras by the order and direction of the Governor in Council of Fort Saint George - acting for and on behalf of the said Secretary of State have hereunto set their respective hands and seals the day and year first above - - written.

SCHEDULE TO WHICH THE ABOVE WRITTEN INDENTURE REFERS

All that piece or parcel of land situated at

in the Zillah of

and Talooq of

and in the sub registration District of

and registration District of

Bounded

on the North side thereof by

on the South side thereof by

on the East side thereof by

on the West side thereof by

and containing together in the whole by admeasurement

(be the same little

more or less) and all which said piece or parcel of land was formerly

in the occupation of

but is now in the occupation of

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

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

19 10
B

dont print.

382

THIS INDENTURE is made the day

of One thousand nine hundred and

Between

(hereinafter called the Managers) of the one part and THE RIGHT --

HONORABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter --

called "the Secretary of State") of the other part WHEREAS the - --

Managers have erected and built a and --

other buildings upon the piece or parcel of land particularly des-

cribed in the Schedule hereunder written at a cost of

Rupees AND WHEREAS the Managers have in accordance with the provisio

of the Grant-in-aid code of the Madras Educational Department now i

9

Dated 190

— and —

The Right Honorable
the Secretary of State
for India in Council

Agreement on Ground
-ing aid of Rupees for the
erection of
at

S. Ost
Govt. Cook.
Madras

force in the Presidency of Madras applied to the Secretary of State for a grant-in-aid of the sum of Rupees being part of the said sum of Rupees so expended in the erection and building of the said and other buildings AND - WHEREAS the Secretary of State hath consented and agreed to make the said grant in the manner provided in Chapter of the said grant-in-aid code upon the Managers entering into the covenants on their -- part hereinafter contained NOW THIS INDENTURE WITNESSETH that in - - pursuance of the said agreement and in consideration of the covenant on the part of the Secretary of State hereinafter contained They the said Managers do hereby for themselves their heirs executors and - - administrators covenant with the Secretary of State his successors -- and assigns that they the Managers or the survivors or survivor of -- them or the heirs executors or administrators of such survivor their or his assigns will from time to time and at all times so long as the said Buildings shall be used for the purposes of the said

at

aforesaid conduct and manage such in accordance with

the rules and regulations for the time being in force in the Madras

Educational Department so far as the same respectively are applicable

to the said AND will not prior to the lapse of --

years from the date of the payment of the said grant - --

divert or allow to be diverted the said buildings to other than - --

educational purposes approved by the Government of Madras AND will --

in the event of the said buildings at any time prior to the lapse of

the said period ceasing to be required for the purposes of the said

or being diverted to other than educational purposes -

approved by the said Government of Madras forthwith repay to the --

Secretary of State his successors or assigns so much of the said sum

of Rs. as shall be determined by arbitrators to - --

be appointed as provided by Rule 116 of the said grant_in_aid code --

AND will further in the event of such repayment not being made - --

within days from the determination of the - --

amount of same if so required to do by the Secretary of State his -- successors or assigns sell to the Secretary of State his successors or assigns the said piece or parcel of land with the and buildings thereon at a valuation to be determined by the said -- arbitrators who in making their award shall deduct from the price -- thereof such portion of the said grant as may seem to them equitable Provided always that nothing in the last preceding clause contained shall release the Managers from the repayment of the said amount to be fixed by arbitration as aforesaid in the event of the Secretary of State not being desirous of purchasing the said piece or parcel of land and buildings AND THIS INDENTURE ALSO WITNESSETH that in furth pursuance of the said agreement and in consideration of the covenants on the part of the Managers hereinbefore contained He the said S -- Secretary of State doth hereby for himself and his successors - -- covenant with the Managers their heirs executors administrators and assigns that he the said Secretary of State or his successors will upon the submission of the certificate referred to in Rule 114 or 115

said grant-in-aid code as to the value of the said buildings pay to the Managers for the time being of the said the said sum

Rupees so agreed to be advanced by him as aforesaid either in whole or by such instalments as the Government of Madras may determine IN WITNESS whereof the said

and

The Director of Public Instruction for the Presidency of Madras by the order and direction of the Governor in Council of Fort Saint George acting for and on behalf of the said Secretary of State have hereunto set their respective hands and seals the day and year first above written.

SCHEDULE TO WHICH THE ABOVE WRITTEN INDENTURE REFERS.

ALL that piece or parcel of land situated at

in the Zillah of

and Talooq of

and in the sub registration District of

and registration District of

~~27~~ 15

17 88

Bounded on the North side thereof by

on the South side thereof by

on the East side thereof by

and on the West side thereof by

and containing together in the whole by admeasurement

(be the same little more or less)

and all which said piece or parcel of land was formerly in the - --

occupation of

but now in the occupation of

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

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

14

G 17 31 17

C Draft Deed

18 98

THIS INDENTURE is made the day

of One thousand nine hundred and

Between

(hereinafter called the Managers) of the one part and THE RIGHT —

HONORABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter —

called "the Secretary of State") of the other part WHEREAS the — —

Managers are de/sirous of purchasing for the purpose of a

the piece or parcel of land particularly described in the Schedule —

hereunder written with the buildings thereon AND WHEREAS the price —

asked for the Said piece or parcel of land and buildings is

Rupees AND WHEREAS the Managers have in — —

16

Dated 190.

and

The Right Honorable
the Secretary of State
for India in Council

Agreement on Grant
in aid of Rupees for
Buildings already erected.

S. Cox
Asst: Govt: Solr:
Madras

18

accordance with the provisions of the grant-in-aid code of the Madra

Educational Department now in force in the Presidency of Madras -- -

applied to the Secretary of State for a grant-in-aid of the sum of -

Rupees being part of the said purchase --

money of Rupees AND WHEREAS the Secretary of

State hath consented and agreed to make the said grant in the manner

provided in Chapter of the said grant-in-aid code upon the

Managers entering into the covenants on their part hereinafter con-

tained NOW THIS INDENTURE WITNESSETH that in pursuance of the said J--

agreement and in consideration of the covenant on the part of the --

Secretary of State hereinafter contained They the said Managers do f

hereby for themselves their heirs executors and administrators - --

covenant with the Secretary of State his successors and assigns that

they the Managers or the survivors or survivor of them or the heirs -

executors or administrators of such survivor their or his assigns wi

within the day of duly complete the purchase

19 35 19 20 1182

of the said piece or parcel of land and buildings and will appro-

priate same to the purpose of a AND will from time to

time and at all times so long as the said buildings shall be used

for the purposes of a conduct and manage such

in accordance with the rules and regulations for the time being in

force in the Madras Educational Department so far as the same res-

pectively are applicable to the said AND WILL not prior to

the lapse of years from the date of the payment of the said

grant divert or allow to be diverted the said to other than --

educational purposes approved by the Government of Madras AND will

in the event of the said buildings at any time prior to the lapse of

the said period ceasing to be required for the purposes of the said

or being diverted to other than educational purposes

approved by the said Government of Madras forthwith repay to the --

Secretary of State his successors or assigns so much of the said sum

of Rs. as shall be determined by arbitrators

18

to be appointed as provided by Rule ~~116~~ of the said grant-in-aid code AND will further in the event of such repayment not being made within days from the determination of the amount of same if so required to do by the Secretary of State his successors or assigns -- sell to the Secretary of State his successors or assigns the said - -- piece or parcel of land with the and buildings -- thereon at a valuation to be determined by the said arbitrators who in making their award shall deduct from the price thereof such portion -- of the said grant as may seem to them equitable Provided always that nothing in the last preceding clause contained shall release the - -- Managers from the repayment of the said amount to be fixed by arbitration as aforesaid in the event of the Secretary of State not being -- desirous of purchasing the said piece or parcel of land and buildings AND THIS INDENTURE ALSO WITNESSETH that in further pursuance of the said agreement and in consideration of the covenants on the part of -- the Managers hereinbefore contained He the said Secretary of State -

doth hereby for himself and his successors covenant with the Managers their heirs executors administrators and assigns that he the said -- Secretary of State or his successors will upon the submission of the certificate referred to in Rule 114 or 115 of the said grant-in-aid code as to the value of the said land and buildings pay to the Managers -- the said sum of Rupees so agreed to be advanced by him as aforesaid either in whole or by such instalments as the - -- Government of Madras may determine IN WITNESS whereof the said and -- The Director of Public Instruction for the Presidency of Madras by the order and direction of the Governor in Council of Fort Saint George acting for and on behalf of the said Secretary of State have hereuhto set their respective hands and seals the day and year first above -- written.

SCHEDULE TO WHICH THE ABOVE WRITTEN INDENTURE REFERS.

ALL that piece or parcel of land situated at

in the Zillah of -

and Talooq of

and in the sub registration

District of and registration -

District of

Bounded on the North side thereof by

on the South side thereof by

on the East side thereof by

and on the West side thereof by

and containing together in the whole by admeasurement

(be the same little more or --

less) and all which said piece or parcel of land was formerly in the

occupation of

but is now in the occupation of

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

SIGNED

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

Dated 190

and

The Right Honorable
the Secretary of State
for India in Council

Agreement on Grant-
in-aid of Rupees for
the purchase of land bus
buildings at

S. Orr
Ag: Govt: Solr:
Madras

Dated 190

and

The Right Honorable
the Secretary of State
for India in Council

Agreement on Grant-
in-aid of Rupees for
the purchase of land bus
buildings at

45

25/47 25

D

1684

THIS INDENTURE is made the day

of One thousand nine hundred and

BETWEEN

(hereinafter called the Managers) of the one part and THE RIGHT - - -

HONORABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter - -

called "the Secretary of State") of the other part WHEREAS the - - ---

Managers are desirous of enlarging and improving the and

other buildings upon the piece or parcel of land particularly - - - -

described in the Schedule hereunder written and known as The

at an estimated cost of Rupees AND --

WHEREAS the Managers have in accordance with the provisions of the -

Grant-in-aid code of the Madras Educational Department now in force

the Presidency of Madras applied to the Secretary of State for a gra

in-aid of the sum of Rupees being part of t

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said sum of Rupees so required for the purposes

hereinbefore mentioned to enable them to enlarge and improve the said

and other buildings AND WHEREAS the Secretary

of State hath consented and agreed to make the said grant in the - ---

manner provided in ~~the~~ Chapter of the said grant-in-aid code upon

the Managers entering into the covenants on their part hereinafter - -

contained NOW THIS INDENTURE WITNESSETH that in pursuance of the said

agreement and in consideration of the covenant on the part of the - -

Secretary of State hereinafter contained They the said Managers do here-

by for themselves their heirs executors and administrators covenant -

with the Secretary of State his successors and assigns that they the -

Managers or the survivors or survivor of them or the heirs executors

or administrators of such survivor their or his assigns will within --

the day of cause to be duly carried

out the additions and alterations to the said and

buildings in accordance with the plans and estimate submitted to the -

Government of Madras in respect thereof AND will from time to time and

at all times so long as the said Buildings to be so erected shall be -

used for the purposes of the said at

1882

aforesaid conduct and manage such in accordance with the rules and regulations for the time being in force in the Madras Educational Department so far as the same respectively are - applicable to the said And will not - prior to the lapse of years from the date of the payment of the said grant divert or allow to be diverted the said buildings to other than educational purposes approved by the Government of Madras AND will in the event of the said buildings at any time prior to the lapse of - the said period ceasing to be required for the purposes of the said or being diverted to other than Educational purposes - approved by the said Government of Madras forthwith repay to the - -- Secretary of State his successors or assigns so much of the said sum of Rs as shall be determined by arbitrators to be - appointed as provided by Rule of the said grant-in-aid code AND will further in the event of such repayment not being made within days from the determination of the amount of same if so -- required to do by the Secretary of State his successors or assigns -- sell to the Secretary of State his successors or assigns the said --- piece or parcel of land with the

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and buildings thereon at a valuation to be determined by the said ---
arbitrators who in making their award shall deduct from the price ---
thereof such portion of the said grant as may seem to them equitable.
Provided always that nothing in the last preceding clause contained
shall release the Managers from the repayment of the said amount to -
be fixed by arbitration as aforesaid in the event of the Secretary of
State not being desirous of purchasing the said piece or parcel of --
land and buildings AND THIS INDENTURE ALSO WITNESSETH that in further
pursuance of the said agreement and in consideration of the covenants
on the part of the Managers hereinbefore contained He the said - - --
Secretary of State doth hereby for himself and his successors covenant
with the Managers their heirs executors administrators and assigns that
he the said Secretary of State or his successors will upon the - - --
submission of the certificate referred to in Rule 114 or of the said grant-
in-aid code as to the completion or progress of the additions to and -
alterations in the said buildings pay to the Managers for the time being
of the said the said sum of Rupees
so agreed to be advanced by him as aforesaid either in whole or by - -
such instalments as the Government of Madras may determine I N - - - -

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W I T N E S S whereof the said

and

The Director of Public Instruction for the Presidency of Madras by the order and direction of the Governor in Council of Fort Saint George -- acting for and on behalf of the said Secretary of State have hereunto set their respective hands and seals the day and year first above - -- written.

SCHEDULE TO WHICH THE ABOVE WRITTEN INDENTURE REFERS

All that piece or parcel of land situated at

in the Zillah of

and Talooq of

and in the sub registration District of

and registration District of

Bounded

on the North side thereof by

on the South side thereof by

on the East side thereof by

on the West side thereof by

and containing together in the whole by admeasurement

and

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(be the same little more or --

less) and all which said piece or parcel of land was formerly in the -

occupation of

but is now in the occupation of

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

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

Dated 190.

SECRETARY TO GOVERNMENT
7 SEP 1903
LOCAL & MUNICIPAL DEPARTMENT

and

The Right Honorable
the Secretary of State
for India in Council

Agreement on Grant
in aid of Rupees for
enlarging and improving
buildings at

S. Orr
Actg: Govt: Solr:
Madras

Dated 190

and

The Right Honorable
the Secretary of State
for India in Council

Agreement [illegible]

Stock Form No. 127
2,000—12-2-03.

Educational (1903) Department.

CURRENT No. 1675

From

[Name] The Hon'ble Mr. G. H. Stuart, M. A.,

[Designation] Director of Public Instruction,

[Station] Madras.

SECRETARY TO GOVERNMENT
19 OCT 1903
LOCAL & MUNICIPAL DEPARTMENT

Report No. 5047 of 03. Received 19 - 10 - 1903.

Dated 17th October 1903.

Enclosures One. Registered 19 - 10 - 1903.

SUBJECT.

Submitting, for approval, an amended draft of the deed of agreement to be executed under Rule 114 of the Grant-in-aid Code.

BACK PAPERS.

FURTHER PAPERS.

To

The Secretary to Government,

Educational Department.

Sir,

With reference to U.O. No. 522 dated 11th September 1903 I have the honour to submit for the approval of Government an amended draft of the deed of agreement to be executed under Rule 114 of the Grant-in-Aid Code. The other three forms referred to in this office letter Ref on Cur No. 5047 of 03 dated 4th September 1903 will be amended on receipt of orders on this draft.

2. If this form is adopted a deed executed in accordance with it will on the advice of the Government Solicitor be stamped as a mortgage. The deed will then completely protect Government against alienation or encumbrance of the property; and to guard against a defective title the title deeds will be inspected and a certificate of encumbrances from the Registrar's Office demanded in every case.

I have the honour to be,

Sir,

Your most obedient servant,

E W Middlemast

Dy. Director of Public Instruction.

D.I.
16-10-03.

[E. 3]
1,000—5-12-02.

EDUCATIONAL DEPARTMENT.

READ AGAIN G.O., No. 305, dated 23rd June 1903. 190 .

" " " " , " 190 .

READ ALSO:—

C. No. 1402, From the D.P.I. Re No. 5047, dated 4th Sept: 1903.

" 1675, " " D.P.I. " " " 17th Octr: 1903.

" " , " " , " " 190 .

ORDER No. 529, dated 26—10— 1903.

P.S.

The amended form of agreement submitted with the Director's letter of the 17th instant is approved.

AGJ 24.10.03

PH 25/10/3

To.

The D.P.I.

Dep/D 14/11/3

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sent to Press.

ed for signature.

tched in print.

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

T No.

LOSURES TO C. No.

NUMBER OF COPIES REQUIRED. Letter only.
Order complete with Letter.

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...ER OF GOVERNMENT.

... TO GOVERNMENT.

...MENT WITH DITTO.

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

N.B.—

A = Print in full.
B = Not to be printed.
P = Print abstract only.
C = Print heading only.

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