

Educational (190) Department.

ORDINARY PRINTED.

G.O., No. 644

DATED 23 12 03

INDEXED

N. P.

ORIGINAL

[Despatch Abstract.]

Building Grants Agreement.

*Approving the forms of agreement
for building grants submitted
by the D. S. I.*

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.

Recd.

Regd.

} 1903.

Enclosures

Spare copies

ORIGINAL

G.O., No. 644, 23rd December 1903.

DECEMBER.

Building grants agreement.

Approving certain forms of agreement to be executed by Managers of schools receiving building grants from Government.

GOVERNMENT OF MADRAS.

EDUCATIONAL DEPARTMENT.

Read—again the following paper:—

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

ABSTRACT.—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.

Read—also the following paper:—

From A. G. BOURNE, Esq., D.Sc., F.R.S., Director of Public Instruction, to the Secretary to Government, Educational department, dated Madras, 11th December 1903, Cur. No. 9023.

With reference to G.O., No. 529, Educational, dated 26th October 1903, I have the honour to submit, for approval, the other three forms of agreement and also a copy of the covering letter of the Government Solicitor.

With regard to his remarks in paragraph 2, the modifications required to adapt the forms to the cases of grants for a hostel or boarding house are so slight that separate forms for this purpose are not necessary.

The special reason which in paragraph 4 the Government Solicitor presumes to exist for the method of valuation by arbitration is that the value of a building diminishes with lapse of time and the share which Government acquires in a building by virtue of its grant towards the cost of erection or purchase diminishes proportionately.

ENCLOSURES.

From SOUTHERLAND ORR, Esq., Acting Government Solicitor, Madras, to the Deputy Director of Public Instruction, Madras, dated 20th November 1903, No. 706.

I have the honour to acknowledge receipt of your letter of the 18th instant No. 5047-1903 with the Government order therein referred to and I now forward the three further forms required in the cases of grant-in-aid—

- (a) for enlarging and improving buildings;
- (b) for purchase of land and buildings;
- (c) for buildings already erected.

2. It will be noted that some of the provisions of these forms and of the form forwarded with my letter No. 594, dated 8th October, refer to a school, so in the case of a grant being made to a hostel or boarding house the form will have to be varied.

3. In the forms (b) and (c) now forwarded I have dealt with the grants as paid over at the time of the execution of the deed, as there seems no object in deferring payment where the grant is required for the purchase of or the payment for buildings already erected.

4. I presume the valuation by arbitration is laid down in the rules for some special reason, but it seems to me that the position of Government would be more satisfactory if the amount repayable and secured on the property were the amount advanced by Government.

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 which with the buildings thereon are known as the _____ and are desirous of enlarging and improving such _____

and the other buildings connected therewith at an estimated cost of Rs. _____ 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 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 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 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 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 enlarged and improved 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 _____ 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 _____ of the said Grant-in-aid Code as to the completion or progress of the additions to or alterations in 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 new being or which may hereafter be thereon expressly including the said buildings to be added or altered 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 used or to be used for the said

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 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 thereof 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 arbitration 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

of
and taluq of
and in the sub-registration district of
and registration district of
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

in the zillah

bounded

and

(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

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 desirous of purchasing for the purpose of a the piece or parcel of land particularly described in the schedule hereunder written with the buildings thereon at the price of Rs.
AND WHEREAS the Managers 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 Rs. being part of the said purchase money of Rs. and have submitted to the Government of Madras the certificate referred to in rule of the said Grant-in-aid Code as to the value of the said buildings
AND WHEREAS the Secretary of State consented and agreed to make the said grant in the manner provided in Chapter of the said Grant-in-aid Code upon the Managers duly acquiring the said premises and entering into the covenants on their part and given the security hereinafter contained AND WHEREAS the said premises are now vested in the Managers and the Secretary of State

has paid to the Managers the said grant-in-aid of Rs. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said payment receipt whereof the Managers do hereby acknowledge They the 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 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 respectively are applicable to the said AND will not prior to the lapse of years from the date hereof 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 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 FURTHER WITNESSETH that in further pursuance of the said agreement and in consideration of the said grant-in-aid so 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 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 used or to be used for the said

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 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 thereof 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 arbitration 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

of
and taluq of
and in the sub-registration district of
and registration district of
on the north side thereof by

in the zillah

bounded

on the south side thereof by
 on the east side thereof by
 and on the west side thereof by
 whole by admeasurement
 and all which said piece or parcel of land was formerly in the occupation of
 and containing together in the
 (be the same little more or less)
 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

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 have erected and built a and other buildings thereon at a cost of Rs. 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 Rs. being part of the said sum of Rs. so expended on the said and other buildings and have submitted to the Government of Madras the certificate referred to in rule of the said Grant-in-aid Code as to the value of such 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 sum of Rs. paid by the Secretary of State to the Managers as they the Managers do hereby acknowledge They the 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 hereof 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 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 FURTHER WITNESSETH that in further pursuance of the said agreement and in consideration of the said grant-in-aid so 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 so 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 used or to be used for the said 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 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 arbitration 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. 644, Educational, dated 23rd December 1903.

The forms of agreement submitted with the Director's letter read above are approved.

(True Extract.)

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

To the Director of Public Instruction.

NOTES CONNECTED WITH G.O., No. 644, EDUCATIONAL, DATED
23RD DECEMBER 1903.

[SUBJECT.—Forms of agreement for building grants.]

From the Director of Public Instruction, No. 9023, dated 11th December 1903.

In the second of his letters read in G.O., No. 529, Educational, dated 26th October 1903, the Director submitted, for approval, a draft of the deed of agreement to be executed under rule 114 of the Grant-in-Aid Code by managers of schools receiving building grants, and said that three more forms would be submitted on receipt of orders on the one already submitted. That form related to grants for buildings which had previously been promised, and it was approved in G.O., No. 529, Educational, dated 26th October 1903.

2. The Director now submits the three other forms above referred to. Of these, the first relates to grants for enlarging and improving buildings; the second to grants for land and buildings purchased; and the third to grants for buildings already erected.

These forms may, it is submitted, be approved subject to the omission of the figures "114/115" in each of them. As

Yes.

A. GALLETTI.

the numbers of the rules of the Grant-in-Aid Code are liable to be altered it is not advisable to give them in the printed form; the correct number may be entered whenever an agreement is to be executed. Moreover in other places in the forms the number of the rule referred to is not given.

T.K.—18-12-03.

A. GALLETTI—21-12-03.

P. T. THARYAN—18-12-03.

Approved.

A. G. CARDEW—22-12-03.

A draft is submitted for approval. It seems unnecessary to say anything in it about the omission of the figures 114/115. These figures will be omitted in printing.

P.T.T.—22-12-03.

A.G.—23-12-03.

[G.O., No. 644, Educational, dated 23rd December 1903.]

Educational (1903) Department.

CURRENT No. 2047.

From

[Name] A. C. Bourne Esquire, D.Sc., F.R.S.,

[Designation] Director of Public Instruction,

[Station] Madras.

Current No. 9023 of 03

Dated 11th December 1903.

Enclosures 4

Received 13 DEC 1903

Registered 14 12 1903

SUBJECT.

Submitting for approval three further forms of agreement required in the cases of sanctioning grants for buildings.

BACK PAPERS.

529 of 26-10-03

FURTHER PAPERS.

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READ AGAIN G.O., No. 52920
1903

P. (go attached)

CURRENT

2047

A

ENCLOSURES TO G.O. No.

2047

A

ORDER OF GOVERNMENT.

A

LETTER OF GOVERNMENT.

STATEMENT WITH DITTO.

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

A.B.—

- A = Print in full.
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