[M.]

500—19-8-04.

Educational (1905) Department.

ORDINARY PRINTED.

G.O., No. 160

DATED 16—3—05

ORIGINAL

[Despatch Abstract.]

Grant-in-aid Code :—

Ordering the publication of a notification in the Fort St George Gazette making certain alterations ~~made~~ in the ____ for 1905-06

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 {1905} of Madras.

EDUCATIONAL.

Read } 1905. *Enclosures*

Regd. } *Spare copies*

ORIGINAL

G.O., No. 160, 16th March 1905.

[illegible]

MARCH.

Grant-in-Aid Code.

Ordering the publication of a notification in the *Fort St. George Gazette* making certain alterations in the — for 1905–1906.

GOVERNMENT OF MADRAS.

EDUCATIONAL DEPARTMENT.

Read—again the following paper :—

G.O., No. 590, Educational, dated 22nd September 1904.

Abstract.—Directing the publication in the *Fort St. George Gazette* of the Grant-in-Aid Code for 1905–1906.

Read—also the following papers :—

Memorandum No. 42, Educational, dated 25th January 1905.

The Government propose to insert the words "and the plans and estimates approved" between the words "promised" and "previously" in the second paragraph of rule 118 of the Grant-in-Aid Code for 1905–1906 appended to G.O., No. 590, Educational, dated 22nd September 1904, and to add the following as paragraph 3 of the same rule, the present paragraph 3 becoming paragraph 4 :—

"The amount of grant to be actually disbursed shall be regulated by the actual cost of the work as finally completed. The grant promised with reference to the approved plans and estimates will be the maximum that will be paid, but the amount to be disbursed shall in no case exceed one-third of the actual cost of the work as finally executed. Before making payment the Director of Public Instruction will require the managers to furnish vouchers or certificates showing the actual amount expended by them in completing the work."

2. The Government Solicitor is requested to state whether these changes will render necessary any and, if so, what alterations in the forms of mortgage deed and deed of acceptance approved in G.O., No. 634, Educational, dated 20th October 1904, and in G.Os., No. 513, Educational, dated 16th August 1904, and No. 739, Educational, dated 15th December 1904.

3. The Government propose to substitute "plans and estimates approved by the Government of Madras" in place of "plans and estimates submitted to the Government of Madras" in line 20 of the deed printed on page 3 of G.O., No. 634, Educational, dated 20th October 1904.

H. D. TAYLOR,
Ag. Secretary to Government.

To the Government Solicitor.

From SUTHERLAND ORR, Esq., Government Solicitor, Madras, to the Secretary to Government, Educational Department, dated 8th February 1905, No. 175.

I have the honour to acknowledge receipt of your Memorandum No. 42, dated 25th January 1905, with the Government orders therein referred to.

2. I do not think it will be necessary to in any way modify the form of deeds of acceptance, but the form of the mortgage will certainly require amendment.

3. Before completing such amendment however, I shall be glad to know whether it is intended to entirely do away with the system of payments on account during the progress of work provided for in the present rule 120 as would appear to be the result of the proposed addition referred to in your memorandum as paragraph 3 of rule 118, which refers to payments only being made after the actual completion of the work.

4. On such new paragraph rule 120 would appear to require amendment.

5. I shall be much obliged if you will send me another copy of G.O., No. 590, Educational, of the 22nd September 1904, and of G.O., No. 634, Educational, of the 20th October 1904, so that I can have spare prints of the forms of the deeds to work upon.

6. I see the forms in appendices to the Grant-in-Aid Code AA, BB, CC, DD, EE and FF will all require alteration.

Memorandum No. 104, Educational, dated 20th February 1905.

The Government propose to do away entirely with the system of making payments of building grants on account when the building is in course of construction and to omit the words "proceeded with or" and "as the case may be" from clause (i) of rule 120 of theGrant-in-Aid Code for 1905–1906. The Director of Public Instruction is requested to be good enough to state as early as possible whether he sees any objection to the adoption of this course.

(By Order.)

A. GALLETTI,
Assistant Secretary to Govt.

To the Director of Public Instruction.

From the Hon'ble Mr. A. G. BOURNE, D.Sc., F.R.S., Director of Public Instruction, Madras, to the Secretary to Government, Educational Department, dated Camp, Vellore, 24th February 1905, Ref. on C. No. 1378.

In reply to your memorandum No. 104, Educational, dated 20th February 1905, I have the honour to state that I see no objection to doing away entirely with the system of making payments of building grants on account when the building is in course of construction.

Memorandum No. 123, Educational, dated 1st March 1905.

With reference to his letter No. 175, dated 8th February 1905, the Government Solicitor is informed that it has been decided to do away entirely with the system of payments on account during the progress of work and to omit the words "proceeded with or" and "as the case may be" from clause (i) of rule 120 of the Grant-in-Aid Code. In other words no grant will in future be paid until the work has been completed and the necessary deed executed.

2. It has also been decided to add the words "before the grant is paid" at the beginning of clause (iii) of rule 120, which shall be moved up as clause (ii), the present clause (ii) becoming clause (iii).

3. Copies of G.Os., No. 590, Educational, dated 22nd September 1904, and No. 634, Educational, dated 20th October 1904, asked for are herewith furnished.

4. Copies of appendices BB, CC, DD, EE and FF to the Grant-in-Aid Code as altered in this office are also forwarded for further correction if necessary and return as early as possible as the Code has to issue in book form before the 1st of April with the alterations now decided upon.

H. D. TAYLOR,
Ag. Secretary to Government.

To the Government Solicitor.

From SUTHERLAND ORR, Esq., Government Solicitor, Madras, to the Secretary to Government, Educational Department, dated 4th March 1905, No. 277.

I have the honour to acknowledge receipt of the memorandum of Government, No. 123 of the 1st instant, with its enclosures, for which I am obliged.

2. I return herewith the appendices AA, BB, CC, DD, EE and FF to the Grant-in-Aid Code, of which BB, CC and DD were to some extent altered in your office.

3. I have altered the form AA and have also made further alterations in BB, CC and DD, which alterations I have distinguished from those formerly made by a line marked against them.

4. In view however of it having been decided that no grant will in future be paid until the work is completed and the necessary deed executed, it seems to me that the forms AA and BB will be no longer required as on completion of the work

the amount of the grant-in-aid can be at once ascertained and paid on the execution of the necessary deed as is now the case where a grant is made under DD in respect of buildings already erected. I think, therefore, that only one form will be sufficient for all the purposes of grants-in-aid towards the cost of the erection, enlargement or alteration of buildings and I would suggest that the fresh form which I herewith forward (marked No. I) should be used for such purpose.

5. As regards CC and the purchase of properties, I imagine that the same system is to be adopted of no grant being paid until the mortgage deed is executed and the title of the purchaser is complete and I therefore enclose a fresh form (marked No. II) relating to such purchase which I would suggest should be adopted.

6. If my suggestions are approved there will be only two forms of mortgage to be attached to the Grant-in-Aid Code instead of four.

7. As to the Grant-in-Aid Code itself I note the proposed alterations in rule 120 but I would suggest that in clause 120 (new clause 2) for the words "Before the grant "is paid the manager shall execute a deed of agreement" should be inserted the words "Before the grant is paid the owner (or in cases in which the permission of "the Director has been obtained the manager) of the property shall execute a mort- "gage of the property or a deed of acceptance in respect of the grant as may be "required."

Order—No. 160, Educational, dated 16th March 1905.

The following notification will be published in the *Fort St. George Gazette*:—

NOTIFICATION.

In the Grant-in-Aid Code for 1905-1906 published in Part I-B of the *Fort St. George Gazette*, dated 25th October 1904, the following shall be substituted for rules 118 and 120:—

"118. Object and proportion of aid.—(i) Grants not exceeding one-third of the total cost "may be given towards the erection, or enlargement, or purchase of school buildings and hostels or "boarding houses for students attached to educational institutions, and orphanages and homes for "destitute European children *provided that no grants shall be given unless a space of at least* 8 *super-* "*ficial feet and* 80 *cubic feet per head is provided in every room used as a class room, dining room or* "*other dwelling purpose other than sleeping and that a space of at least* 30 *superficial feet and* 400 *cubic* "*feet per head is provided in every dormitory intended for ten inmates and upwards, with a proportionate* "*increase in superficial and cubic space for every inmate less than* 10 *up to at least* 80 *superficial feet* "*and* 900 *cubic feet in the case of a dormitory intended for a single pupil.* Except in the case of hostels "or boarding houses attached to educational institutions or orphanages and homes *for destitute* "*European children*, grants shall not be given to provide residences for teachers or pupils.

"(ii) Grants shall not be given for a building regarding which the sanctioning authority "has not been consulted and for which aid has not been promised *and the plans and estimates* "*approved* previously to its erection, enlargement, or purchase.

"(iii) *The amount of grant to be actually disbursed shall be regulated by the actual cost of the* "*work as finally completed. The grant promised with reference to the approved plans and estimates will* "*be the maximum that will be paid; but the amount to be disbursed shall in no case exceed one-third of* "*the actual cost of the work as finally executed. Before making payment the Director of Public Instruc-* "*tion will require the managers to furnish vouchers or certificates showing the actual amount expended* "*by them in completing the work.*

"(iv) Grants shall not generally be given for a building which has not been completed "by the time fixed in the order sanctioning the grant.

"120. Payment of grant.—(i) *Before* the grant *is paid* it shall be certified in the prescribed "form (Appendix Y) by the Engineer or other responsible officer deputed to examine the building, "that the work has been completed, in accordance with the approved plan and estimate, or that the "building is worth the amount on which the grant is claimed. Such certificate shall be counter- "signed by the Director, or the President of the Local Board, after which the grant may be paid "either in whole or by instalments.

"(ii) *Before the grant is paid the owner (or, in cases in which the permission of the Director* "*has been obtained, the manager) of the property shall execute a mortgage of the property or a deed of* "*acceptance in respect of the grant as may be required. Until further orders the forms of the various* "*deeds shall be as shown in Appendices AA, BB, CC and* DD.

"(iii) The grant shall be drawn on a bill prepared in the prescribed form (Appendix T)."

2. The following shall be substituted for Appendices AA, BB, CC, DD, EE and FF:—

APPENDIX AA.

This Indenture is made the day of One thousand nine hundred and

BETWEEN

(hereinafter called the mortgagor) 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 mortgagor $\frac{\text{is}}{\text{are}}$ well and truly entitled to and possessed of the piece or parcel of land particularly described in the schedule hereunder written $\frac{\text{and has erected and built a school-house and other buildings thereon}}{\text{with the buildings thereon and has enlarged and improved such buildings}}$ at an actual cost of Rupees And Whereas the mortgagor $\frac{\text{has}}{\text{have}}$ 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 and $\frac{\text{has}}{\text{have}}$ submitted to the Government of Madras the vouchers and certificate referred to in rules 118 and 120 of the said Grant-in-Aid Code as to the cost and completion of such $\frac{\text{buildings}}{\text{alterations}}$ And Whereas the Secretary of State hath consented and agreed to make the said grant in the manner provided in Chapter VIII of the said Grant-in-Aid Code upon the mortgagor entering into the covenants on $\frac{\text{his}}{\text{their}}$ 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 mortgagor as $\frac{\text{he}}{\text{they}}$ the mortgagor $\frac{\text{doth}}{\text{do}}$ hereby acknowledge $\frac{\text{he}}{\text{they}}$ the mortgagor $\frac{\text{doth}}{\text{do}}$ hereby for $\frac{\text{himself}}{\text{themselves}}$ $\frac{\text{his}}{\text{their respective}}$ heirs executors administrators and legal representatives covenant with the Secretary of State his successors and assigns that $\frac{\text{he}}{\text{they}}$ the mortgagor or $\frac{\text{his}}{\text{their}}$ heirs executors administrators or legal representatives will from time to time and at all times so long as the said buildings shall be used for the purposes of the said school conduct and manage such school or cause such school to be conducted and managed by the person for the time being in charge of same 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 school And will not prior to the lapse of 20 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 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 school 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 122 of the said Grant-in-Aid Code And will further in the event of such repayment not being made within one month 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 school 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 mortgagor $\frac{\text{his}}{\text{their}}$ heirs executors administrators or legal representatives 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 mortgagor $\frac{\text{his}}{\text{their}}$ heirs executors administrators or legal representatives 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. Provided also that nothing herein contained shall be deemed to prevent the use by the mortgagor $\frac{\text{his}}{\text{their}}$ heirs executors administrators or legal representatives or the person or persons for the time being in charge of the said buildings out of the hours during which the same should be used for the objects of such school for such others reasonable and proper purposes other than educational as the mortgagor $\frac{\text{his}}{\text{their}}$ heirs executors administrators or legal representatives or the person or persons for the time being in chage of the said buildings may direct 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 mortgagor $\frac{\text{doth}}{\text{do and each of them doth}}$ 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 school and all the estate right title interest claim and demand of the mortgagor / mortgagors and each of them 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 Trust to permit the same hereditaments and premises to be used by the mortagagor his/their heirs executors administrators or legal representatives or his or their nominee or nominees as a school for And with power in case there shall be a breach of any of the covenants hereinbefore contained and on the part of the mortgagor his/their heirs executors administrators or legal representatives to be observed and performed or any breach by the person or persons for the time being in charge of the said school of the said Rules and Regulations of the Madras Educational Department or if the mortgagor his/their heirs executors administrators or legal representatives 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 within the period hereinbefore mentioned 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 to pay the surplus if any to the mortgagor his/their heirs executors administrators legal representatives or assigns Provided always and it is hereby agreed and declared that at the expiration of the said period of twenty years hereinbefore referred to the said Secretary of State or his successors or assigns as the case may be shall in the event of the covenants hereinbefore contained on the part of the mortgagor his/their heirs executors administrators or legal representatives having been in the meantime duly performed and observed reconvey and reassign unto the mortgagor his/their heirs executors administrators or legal representatives or as he or they may direct all and singular the piece or parcel of land hereditaments chattels goods or other premises hereby expressed to be hereby granted conveyed or assigned 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 Taluk of
and in the Sub-Registration District of
and Registration District of
on the north side thereof by bounded
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
(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

APPENDIX BB.

This Indenture is made the day of One thousand nine hundred and Between (hereinafter called the mortgagor) 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 mortgagor has/have purchased at the price of Rs. for the purposes of a school and is/are well and truly entitled to and possessed of the piece or parcel of land particularly described in the schedule hereunder written with the buildings thereon And Whereas the mortgagor has/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 purchase money and have submitted to the Government of Madras the certificate referred to in Rule 120 of the said Grant-in-Aid Code as to the value of the said buildings And Whereas the Secretary of State hath consented and agreed to make the said grant in the manner provided in chapter VIII of the said Grant-in-Aid Code upon the mortgagor entering into the covenants on his/their part and giving the security hereinafter contained Now This Indenture Witnesseth that in pursuance of the said agreement and in consideration of the payment of the sum of Rs. receipt whereof the mortgagor doth/do hereby acknowledge he/they the mortgagor doth/do hereby for himself/themselves his/their respective heirs executors administrators and legal representatives covenant with the Secretary of State his successors and assigns that he/they the mortgagor or his/their heirs executors administrators or legal representatives will from time to time and at all times so long as the said buildings shall be used for the purposes of the said school conduct and manage such school or cause such school to be conducted and managed by the person for the time being in charge of same 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 school And will not prior to the lapse of 20 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 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 school 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 122 of the said Grant-in-Aid Code And will further in the event of such repayment not being made within one month 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 school 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 mortgagor his/their heirs executors administrators or legal representatives 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 mortgagor his/their heirs executors administrators or legal representatives 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. Provided Also that nothing herein contained shall be deemed to prevent the use by the mortgagor his/their heirs executors administrators or legal representatives or the person or persons for the time being in charge of the said buildings out of the hours during which the same should be used for the objects of such school for such other reasonable and proper purposes other than educational as the mortgagor his/their heirs executors administrators or legal representatives or the person or persons for the time being in charge of the said buildings may direct 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 mortgagor doth/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 school and all the estate right title interest claim and demand of the mortgagor / mortgagors and each of them into 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 Trust to permit the same hereditaments and premises to be used by the mortgagor his / their heirs executors administrators or legal representatives or his or their nominee or nominees as a school for And with power in case there shall be a breach of any of the covenants hereinbefore contained and on the part of the mortgagor his / their heirs executors administrators or legal representatives to be observed and performed or any breach by the person or persons for the time being in charge of the said school of the said Rules and Regulations of the Madras Educational Department or if the mortgagor his / their heirs executors administrators or legal representatives 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 within the period hereinbefore mentioned 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 to pay the surplus if any to the mortgagor his / their heirs executors administrators legal representatives or assigns Provided Always and it is hereby agreed and declared that at the expiration of the said period of twenty years hereinbefore referred to the said Secretary of State or his successors or assigns as the case may be shall in the event of the covenants hereinbefore contained on the part of the mortgagor his / their heirs executors administrators or legal representatives having been in the meantime duly performed and observed reconvey and reassign unto the mortgaged his / their heirs executors administrators or legal representatives or as he or they may direct all and singular the piece or parcel of land hereditaments chattels goods or other premises hereby expressed to be hereby granted conveyed or assigned 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 Taluk 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

APPENDIX CC.

We whose names are entered in the margin and whose signature appear at the foot hereof } Committee of Management. } Members. hereby accept the special grant of rupees only sanctioned by Government through the Director of Public Instruction, Madras, for the School / College at in the district of in the proceedings of the Director of Public Instruction, No. , dated the , and in consideration of such grant we hereby jointly and severally and on behalf of our successors in office and the owners for the time being of the premises now / to be occupied by the said School / College agree that if the School / College is at any time hereafter abolished or the buildings thereof diverted to other than educational purposes approved by Government, Government shall be paid out of the sale-proceeds of such buildings or by the owner thereof for the time being as the case may be a sum representing such proportion of the then market value of such buildings as the grant above referred to bears to the present market value thereof / the estimated market value thereof on completion of the buildings now proposed, namely, Rs. . The decision as to what is the market value of such buildings at such future period shall rest with three arbitrators one to be appointed by the Director another by the said managers for the time being and the third by the two arbitrators so appointed. In the event of the managers failing within one month from the date of such abolition or diversion to appoint an arbitrator the decision of the Director as to such market value shall be final and binding on all parties. Government shall have a lien on all the premises of the School / College for the amount to be paid as above provided and shall have power in the event of failure of payment within one month from the date of such amount being fixed to sell and transfer such premises and deduct such amount together with all costs of sale from the proceeds thereof. The above provision shall cease to have effect at the expiration of twenty years from the date hereof without prejudice however to any right that may have accrued to Government prior to the expiration of such period.

APPENDIX DD.

We whose names are entered in the margin and whose signature appear at the foot hereof } Committee of Management. } Members. hereby accept the special grant of rupees only sanctioned by Government through the Director of Public Instruction, Madras, for the School / College at in the district of in the proceedings of the Director of Public Instruction, No. , dated the , and in consideration of such grant we hereby jointly and severally and on behalf of our successors in office and the owners for the time being of the premises now / to be occupied by the said School / College agree that if the School / College is at any time hereafter abolished or the buildings thereof diverted to other than educational purposes approved by Government, Government shall be paid out of the sale-proceeds of such buildings or by the owner thereof for the time being as the case may be a sum representing such proportion of the then market value of such buildings as the grant above referred to bears to the present market value thereof / the estimated market value thereof on completion of the buildings now proposed, namely, Rs. . The decision as to what is the market value of such buildings at such future period shall rest with three arbitrators one to be appointed by the Director another by the said managers for the time being and the third by the two arbitrators so appointed. In the event of the managers failing to appoint an arbitrator the decision of the Director as to such market value shall be final and binding on all parties. The above provision shall cease to have effect at the expiration of twenty years from the date hereof without prejudice however to any right that may have accrued to Government prior to the expiration of such period.

(True Extract.)

H. D. TAYLOR,
Ag. Secretary to Government.

Exd. P. Sankaran Nayar.

NOTES CONNECTED WITH G.O., No. 160, EDUCATIONAL, DATED 16TH MARCH 1905.

[SUBJECT.—*Building Grant Agreements.*]

The forms of the various deeds of agreement to be executed by managers of schools receiving building grants from Government are embodied as appendices AA, BB, CC, DD, EE and FF in the Grant-in-Aid Code for 1905–1906—*vide* pages 69 to 78 of G.O., No. 590, Educational, dated 22nd September 1904. Of these the form of the deed forming appendix AA was approved in G.O., No. 529, Educational, dated 26th October 1903; those forming appendices BB, CC and DD were approved in G.O., No. 644, Educational, dated 23rd December 1903, and those forming appendices EE and FF were approved in G.O., No. 513, Educational, dated 16th August 1904. These forms were, however, subsequently considered open to objection and for the form constituting appendix AA, a revised one has been approved in G.O., No. 634, Educational, dated 20th October 1904, and the forms constituting appendices EE and FF have been ordered to be revised in G.O., No. 739, Educational, dated 15th December 1904. Forms constituting appendices BB, CC and DD have to be revised on the lines of the revised form in G.O., No. 634, Educational, dated 20th October 1904, and this has now been done in the office.

2. The Grant-in-Aid Code for 1905–1906 has now to be issued in book form and the revised forms of the various deeds of agreement have to be substituted for those now forming appendices AA to FF. But this cannot be done without a formal notification in the Gazette ordering the substitution of the revised forms for those published in October last.

A draft order is accordingly placed below for approval.

3. Proof of the revised appendices BB, CC and DD will be submitted to the Assistant Secretary for approval before publication in the Gazette.

T. KANAKASUNDARAM—7–1–05.

Please see paragraph 6 of the Government Solicitor's letter on page 3 of G.O., No. 634, Educational, dated 20th October 1904. The intention appears to be that the revised form AA should, with the necessary alterations, be adopted also in cases in which forms BB, CC and DD would formerly have been used and that *separate revised* forms BB, CC and DD need not be prescribed. If this view is accepted, we have now to publish only *three* forms to take the place of the old *six* forms and to make a slight alteration in rule 120 (iii) of the Code.

P. T. THARYAN—7–1–05.

Separate forms for extensions and purchase are wanted. The Director of Public Instruction's office can't be trusted to make alterations.

2. "Will cause the buildings to be duly erected in accordance with the plans and estimates *submitted to* the Government of Madras."

Yes.

H. D. TAYLOR.

Perhaps it would be better to say "approved by." Not many plans and estimates submitted are accepted without alteration.

3. The Hon'ble Member (Mr. Forbes) asked the other day in connection with the Tellicherry file under what rules the Public Works Department revise plans and estimates. There is nothing in these deeds, in which a reference might be made to the approval of plans and estimates required in practice; the substitution of "approved by" for "submitted to" would constitute such a reference. Further there is nothing in the Grant-in-Aid Code. An addition might be made to Grant-in-Aid Code 118 before the new edition comes out in book form. See final proof below.

A. GALLETTI—10-1-05.

Yes.

J. T[HOMSON.]

In the second clause of 118 the words "and the plans and estimates approved" might be inserted between "promised" and "previously."

2. An additional clause is also necessary in order to make it clear that the grant promised is a *maximum* grant. The amount to be actually *paid* will depend not on the sanctioned *estimate* but on the actual cost to the manager of the institution of the work as finally completed. Private manager may frequently execute work at far less than the *estimated* rates approved in Public Works Department.

Please see the Hon'ble Mr. Forbes' remarks at page 5 of notes connected with G.O., No. 707, Educational, dated 30th November 1904.

Thus if a grant of Rs. 2,000 were promised to an institution for work estimated to cost Rs. 6,000, and the work was actually completed at a cost of Rs. 5,000, Rs. 1,666 and not Rs. 2,000 would alone be payable.

3. The following might be added to article 118 as clause 3, present clause 3 coming as clause 4:—

"The amount of grant to be actually disbursed shall be regulated by the actual cost of the work as finally completed. The grant promised with reference to the approved plans and estimates will be the maximum that will be paid, but the amount to be disbursed shall in no case exceed one-third of the actual cost of the work as finally executed. Before making payments, the Director of Public Instruction will require the managers to furnish vouchers or certificates showing the actual amount expended by them in completing the work."

If this proposal be accepted, the form of the deeds may require some slight amendment.

H. D. TAYLOR—12-1-05.

Accepted.

J. T[HOMSON]—20-1-05.

The Government Solicitor will now be asked if the deeds require further revision in the light of this order.

H. D. TAYLOR—21-1-05.

A draft is placed below for approval.

T. KANAKASUNDARAM—23-1-05.

P. T. THARYAN—23-1-05.

A. GALLETTI—24-1-05.

H. D. TAYLOR—25-1-05.

[Memorandum No. 42, Educational, dated 25th January 1905.]

From the Government Solicitor, No. 175, *dated 8th February* 1905.

The Government Solicitor states that the form of the deeds of acceptance will not but that the form of the mortgage deed will require amendment if the proposed alterations are made in the code, but before altering the form he wants to know whether it is intended to do away with the system of paying grants during the

progress of work as is provided for in rule 120 of the Code. If so, he says rule 120 would require amendment. Should the Director of Public Instruction be consulted as to whether the payment of grants during the progress of the work may be done away with.

T. KANAKASUNDARAM—10-2-05.

The Secretary has noted as follows on the current:—

"I certainly think that no payment should be made on account until the deeds are "completed."

P. T. THARYAN—10-2-05.

I was under the impression that payments are *not* made on account of building grants during the progress of the work. If so, "*proceeded with . . . . as the case may be*" in rule 120 might go out.* The form in appendix Y says "has been carried out" and not "has been or is being carried out, as the case may be." Should we ask the Director by telephone whether he does not always wait for a completion certificate before paying a building grant or whether he construes rule $\frac{119}{120}$ to mean that he may make payments on account before the work is completed?

* *P.S.*—I took these words to refer to portions of a building for which *Government* has sanctioned a *separate* grant. But perhaps the Director thinks the words give him power to make payments on account, and office say that the Director does, as a matter of fact, make payments on account. That being so it will be necessary to refer to the Director by formal memorandum?

H. D. TAYLOR.

Vide paragraph 1 of Director's letter on page 3 of G.O., No. 468, dated 1st August 1904.

P. T. THARYAN.

A. GALLETTI—11-2-05.

From another file received to-day, I think it clear that the Director of Public Instruction has, in the past, made payments "on account."

H. D. TAYLOR—14-2-05.

2. "Previously to the disbursement of the grant" (or before the grant is paid" which is simpler and therefore better English) should go in at the beginning of 120 clause (iii), and clause (iii) should come before clause (ii).

A. GALLETTI—11-2-05.

The alterations suggested above may be effected so as to make it clear that no grant is to be paid until the work has been duly executed and the deeds signed.

From recent correspondence it is clear that payment has in the past been made in some cases before completion of the work or execution of agreements.

H. D. TAYLOR—14-2-05.

Agreed.

J. T[HOMSON]—15-2-05.

Revise accordingly.

H. D. TAYLOR—16-2-05.

A draft is placed below for approval.

T. KANAKASUNDARAM—17-2-05.

P. T. THARYAN—17-2-05.

Respectfully submitted that the Director may hold that payments on account should continue, and may be able to give good reasons. Is not a reference to the Director the first step?

A. GALLETTI—17-2-05.

Yes, the Director of Public Instruction may be asked, but in no case should any payment even, on account, be made till the deeds have been executed, and a certificate

as to work actually done, obtained. It may complicate accounts to make payments on account and I fear that the permission if granted will be subordinated to financial and budget considerations to prevent lapses.

H. D. TAYLOR—19-2-05.

A draft is placed below for approval.

T. KANAKASUNDARAM—20-2-05.

P. T. THARYAN—20-2-05.

Issue.

A. GALLETTI—20-2-05.

[Memorandum No. 104, Educational, dated 20th February 1905.]

From the Director of Public Instruction, No. 1378, *dated 24th February* 1905.

The Director of Public Instruction states that he has no objection to doing away entirely with the system of making payments of building grants on account. May the draft memorandum placed below now issue?

T. KANAKASUNDARAM—27-2-05.

P. T. THARYAN—27-2-05.

A. GALLETTI—28-2-05.

Yes.

H. D. TAYLOR—1-3-05.

[Memorandum No. 123, Educational, dated 1st March 1905.]

From the Government Solicitor, No. 277, *dated 4th March* 1905.

The Government Solicitor states that, in view of the decision that no building grant will in future be paid until the work is completed, the forms of mortgage deed forming appendices AA and BB, are no longer required and submits two entirely new forms marked I and II corresponding to the existing forms DD and CC respectively and suggests that these two new forms should be adopted in lieu of the existing four forms.

This is wrongly put. I takes the place of AA and BB and DD and covers three cases reduced to two $\frac{\text{AA or DD}}{\text{BB}}$; *i.e.*, AA has been reduced to the DD form and so reduced is indistinguishable from DD, while BB has been reduced to the DD form but is distinguishable. II is CC reduced to the DD form.

A. GALLETTI.

Orders are solicited as to whether this proposal may be accepted.

2. The Government Solicitor further suggests that for the words "before the grant is paid, the manager shall execute a deed of agreement" in the new clause (ii) of rule 120, the following words shall be substituted, namely—

"Before the grant is paid the owner (or in cases in which the permission of the Director has been obtained, the manager) of the property shall execute a mortgage of the property or a deed of acceptance in respect of the grant as may be required."

Orders are solicited as to whether this suggestion also may be accepted?

T. KANAKASUNDARAM—9-3-05.

Please put up a draft for approval.

P. T. THARYAN—9-3-05.

A draft is submitted.

T.K.—10-3-05.

P. T. THARYAN—10-3-05.

Please revise draft as shown in pencil. It is better to re-notify the whole of rules 118 and 120. A notification in various clauses substituting words here and words there in rules can't be understood without a copy of the rules and a blue pencil. It is important to notify what the rules are rather than how they differ from their old selves.

A. GALLETTI—12-3-05.

A revised draft is submitted as directed.

T.K.—13-3-05.

P. T. THARYAN—13-3-05.

The old mortgage forms case —

AA. Grant for erection.

BB. Grant for enlargement, etc.

CC. Grant for purchased building.

DD. Grant for erected building.

DD was strictly speaking superfluous as the case did not come under the Code; but there was no harm in having it; Government could always give a grant for erected building, Code or no Code, if they wanted to.

Now grants are never to be paid till a building has been erected. So AA = DD. The new forms I (*a*) = AA = DD; I (*b*) = BB; II = CC.

A. GALLETTI—14-3-05.

Approved.

2. We still have no clause to provide that no grant should exceed a specified maximum Rs. 5,000 or Rs. 10,000 as the case may be as in other Provinces. This is, however, immaterial as Government have entire discretion as to the payment of any grant.

H. D. TAYLOR—16-3-05.

[G.O., No. 160, Educational, dated 16th March 1905.]

[E. / 1]
1,000–5-12-02.

31

Educational (1905) Department.

10

CURRENT No. 233

From

[*Name*] _____

[*Designation*] The Govt Solicitor

[*Station*] _____

No. 175 *Received* 9. 2. 1905.

Dated 8. 2. 1905.

Enclosures _____ *Registered* 10. 2. 1905.

SUBJECT.

Replying to the memorandum No 42 of 25.1.05, regarding the alterations in the form of deeds of acceptance & the Mortgage deeds in connection with building grants.

BACK PAPERS.

Memo 42/05 ✓

FURTHER PAPERS.

WR 10-2

dormit... inmates an... upward...

1,000-11-3-01.

Educational (1905) Department.

2

F

CURRENT No. 350

From

[Name] The Honorable Mr A.G. Bourne, Dse FRs,

[Designation] Director of Public Instruction

[Station] Camp: Vellore.

LEGAL & MUNICIPAL
27 FEB 1905
SECRETARIAT.

Ref. on C. No. 1378/05

Dated 24th February 1905.

Enclosures Dil

Received 27-2-1905.

Registered 190 .

SUBJECT.

Building grants: —

Stating that the Director has no objection to doing away entirely with the System of making payments of —— on account when the building is in Course of Construction.

BACK PAPERS.

Memo 10603 — ✓

FURTHER PAPERS.

6 3

6P

To

The Secretary to Government,

Educational Department.

Sir,

In reply to your Memorandum No. 104, dated 20th February 1905, I have the honour to state that I see no objection to doing away entirely with the system of making payments of building grants on account when the building is in course of construction.

I have the honour to be,

Sir,

Your most obedient Servant,

A. G. Bourne

Director of Public Instruction.

[E. 1]

1,000–5-12-02.

9 4

12

Educational (1905) Department.

CURRENT No. 410

From,

[Name] _____

[Designation] Government Solicitor

[Station] Madras.

No. 277

Dated 4 — 3 — 1905.

Enclosures _____

Received 9 — 3 — 1905.

Registered _____ 190 .

SUBJECT.

Acknowledging the receipt of this Govt. Memorandum No. 123 of the 1st instant & returning those appendices to the Grant-in-Aid Code, that were sent to him for correction.

BACK PAPERS.

Memo 123/05

FURTHER PAPERS.

[E. 12]

1,000—24-9-04.

EDUCATIONAL DEPARTME

READ AGAIN G.O., No. 590 , dated 22nd Sept- 1904

" " " " Abstract directing the publication in the Fort St George Gazette of the Grant-in-aid for 1905-1906. 190

READ ALSO:—

C. No. 233 , From the Govt. Solicitor , No 175 , dated 8— 2— 1905.

" " 350 " " " D.P.I. " " 1378 " " 24— 2— 1905

" " 410 " " " Govt - Solicitor " " 277 " " 4 - 3 - 1905

ORDER No. 160 , dated 16 — 3 — 1905

P.S.

The following notification will be published in the Fort St George Gazette —

Notification.

In the Grant-in-aid code for 1905-1906 published in Part I-B of the Fort St George Gazette dated 25th Oct. 1904, the following shall be substituted for Rules 118 & 120:—

(i)

118. OBJECT AND PROPORTION OF AID.—Grants not exceeding one-third of the total cost may be given towards the erection, or enlargement, or purchase of school buildings and hostels or boarding houses for students attached to educational institutions, and orphanages and homes for destitute European children *provided that no grants shall be given unless a space of at least 8 superficial feet and 80* [illegible] *per head is provided in every room used as a class room,* [illegible] *or other dwelling purpose other than sleeping and* [illegible] *e of at least 30 superficial feet and 400 cubic feet per* [illegible] *provided in* [illegible] *dormit* [illegible] *inmates an* [illegible]

G.O. no 590 S. 2-9-04.

to page 27

less than 10 up to at least 80 superficial feet and 90
feet in the case of a dormitory intended for a single
Except in the case of hostels or boarding houses attac
educational institutions or orphanages and homes *for d*
European children, grants shall not be given to provid
dences for teachers or pupils.

(ii) Grants shall not be given for a building regarding v
the sanctioning authority has not been consulted and for v
aid has not been promised previously to its erection, enla
ment, or purchase.

and the plans and estimates approved

(iii) The amount of grant to be actually disbursed shall be regulated by the actual cost of the work as finally completed. The grant promised with reference to the approved plans and estimates will be the maximum that will be paid; but the amount to be disbursed shall in no case exceed one-third of the actual cost of the work as finally executed. Before making payment the D.P.I. will require the managers to furnish vouchers or certificates showing the actual amount expended by them in completing the work.

(iv) Grants shall not generally be given for a building which has not been completed by the time fixed in the order sanctioning the grant.

120. PAYMENT OF GRANT.—(i) ~~Previously to the disbursement of~~ the grant, it shall be certified in the prescribed form (Appendix Y) by the Engineer or other responsible officer deputed to examine the building, that the work has been ~~proceeded with~~ completed, ~~as the case may be~~, in accordance with the approved plan and estimate, or that the building is worth the amount on which the grant is claimed. Such certificate shall be countersigned by the Director, or the President of the Local Board, after which the grant may be paid either in whole or by instalments.

Before is paid,

(ii) Before the grant is paid the

owner (or, in cases in which the permission of the Director has been obtained, the manager) of the property shall execute a mortgage of the property or a deed of acceptance in respect of the grant as may be required. Until further orders the forms of the various deeds shall be as shown in Appendices AA, BB, CC & DD.

(iii) The grant shall be drawn on a bill prepared in the prescribed form (Appendix T).

2. The following shall be substituted for Appendices AA, BB, CC, DD, EE and FF:—

(H-2. Appendices AA, BB, CC & DD attached)

T.K.
13.3.05

16.3.05

To the D.T.I. Delhi
30/3/5"

I 8

4

Appendix AA.

13 S.P.

THIS INDENTURE is made the day of

One thousand nine hundred and Between

(hereinafter called the Mortgagor) 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 Mortgagor is/are well and truly entitled to and possessed of the piece or parcel of land particularly described in the schedule hereunder written and has erected and built a school-house and other buildings thereon with the buildings thereon and has enlarged and improved such buildings at an actual cost of Rupees -

AND WHEREAS the Mortgagor has/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 and has/have submitted to the Government of Madras the Vouchers and certificate referred to in rules 118 and 120 of the said Grant in aid Code as to the cost and completion of

such buildings / alterations AND WHEREAS the Secretary of State hath consented and agreed to make the said grant in the manner provided in Chapter VIII of the said Grant-in-aid Code upon the Mortgagor entering into the covenants on his / 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 Mortgagor as he / they the Mortgagor doth / do hereby acknowledge he / they the Mortgagor doth / do hereby for himself / themselves his / their respective heirs executors administrators and legal representatives covenant with the Secretary of State his successors and assigns that he / they the Mortgagor or his / their heirs executors administrators or legal representatives will from time to time and at all times so long as - the said buildings shall be used for the purposes of the said school conduct and manage such school or cause such school to be conducted and managed by the person for the time being in charge of same 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 school AND will not prior to the lapse of

20 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 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 school 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 122 of the said Grant-in-aid Code AND will further in the event of such repayment not being made within -- one month 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 school 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 mortgagor his/their --
heirs executors administrators or legal representatives 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 purchas-
ing the said piece or parcel of land and buildings PROVIDED ALSO that
in the event of the mortgagor his/their heirs executors administrators
or legal representatives 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.
PROVIDED also that nothing herein contained shall be deemed to - -
prevent the use by the mortgagor his/their heirs executors administra-
tors or legal representatives or the person or persons for the time
being in charge of the said buildings out of the hours during which
the same should be used for the objects of such school for such - -
other reasonable and proper purposes other than educational as the
mortgagor his/their heirs executors administrators or legal representatives
or the person or persons for the time being in charge of the said --

8/12 8 17 S.P.

buildings may direct 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 mortgagor doth do and each of them 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 school and all the estate right title interest claim and demand of the Mortgagor Mortgagors and each of them 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

5.

9 13 21 18 S.P

thereof respectively UPON TRUST to permit the same hereditaments and premises to be used by the mortgagor his/their heirs executors administrators or legal representatives or his or their nominee or nominees -- as a school for AND with power in case there shall be a breach of any of the covenants hereinbefore contained and on -- the part of the mortgagor his/their heirs executors administrators or - legal representatives to be observed and performed or any breach by the person or persons for the time being in charge of the said - - school of the said Rules and Regulations of the Madras Educational - Department or if the mortgagor his/their heirs executors administrators or legal representatives 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 within the period hereinbefore mentioned or to sell the said premises to the Secretary of State as also herein- before 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

10 14 22 1951

said
or reimbursing to the 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 to pay the surplus if --

any to the mortgagor his heirs executors administrators legal --
their

representatives or assigns PROVIDED always and it is hereby agreed

and declared that at the expiration of the said period of twenty - -

years hereinbefore referred to the said Secretary of State or his --

successors or assigns as the case may be shall in the event of the

covenants hereinbefore contained on the part of the mortgagor his
their

heirs executors administrators or legal representatives having been

in the meantime duly performed and observed reconvey and reassign -

unto the mortgagor his heirs executors administrators or legal --
their

representatives or as he or they may direct all and singular the --

piece or parcel of land hereditaments chattels goods or other ---

premises hereby expressed to be hereby granted conveyed or assigned

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)

13 II 17

22 Sr.

Appendix B B.

23

THIS INDENTURE is made the day of

One thousand nine hundred and BETWEEN

-

(hereinafter called the Mortgagor) 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 -- Mortgagor has/have purchased at the price of Rs for the purposes of a School and is/are well and truly entitled to and --- possessed of the piece or parcel of land particularly described in the schedule hereunder written with the buildings thereon A N D - W H E R E A S the Mortgagor has/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 purchase money and have submitted to the Government of Madras the certificate referred to in Rule 120 of the said Grant-in-aid Code as to the value of the said buildings AND WHEREAS the

Secretary of State hath consented and agreed to make the said grant in the manner provided in chapter VIII of the said Grant-in-aid -- Code upon the Mortgagor entering into the covenants on his/their part and giving the security hereinafter contained NOW THIS INDENTURE - WITNESSETH that in pursuance of the said agreement and in consideration of the payment of the sum of Rs receipt whereof the Mortgagor doth/do hereby acknowledge he/they the Mortgagor doth/do hereby for himself/themselves his/their respective heirs executors administrators and legal representatives covenant with the Secretary of State his -- successors and assigns that he/they the Mortgagor or his/their heirs -- executors administrators or legal representatives will from time to time and at all times so long as the said buildings shall be used for the purposes of the said school conduct and manage such school or cause such school to be conducted and managed by the person for the time being in charge of same 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 school AND will not prior to the lapse of 20 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 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
school 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 122 of the said Grant-in-aid Code AND
will further in the event of such repayment not being made within
one month 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 school 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 th
said grant as may seem to them equitable PROVIDED ALWAYS that -

H 20

28 25 8 1

nothing in the last preceding clause contained shall release the - mortgagor his/their heirs executors administrators or legal representatives 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 & buildings PROVIDED ALSO that in the event of the mortgagor his/their heirs -- executors administrators or legal representatives 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 PROVIDED ALSO that nothing -- herein contained shall be deemed to prevent the use by the mortgagor his/their heirs executors administrators or legal representatives or - the person or persons for the time being in charge of the said -- buildings out of the hours during which the same should be used for the objects of such school for such other reasonable and proper purposes other than educational as the mortgagor his/their heirs -- executors administrators or legal representatives or the perso persons for the time being in charge of direct AND THIS INDENTURE FURTHER WITNESSETH that persuance of the said agreement and in consideration of grant-in-aid so paid as aforesaid the mortgagor doth/do and each of ant convey and assign unto the Secretary of State d assigns all that r parcel of l der writt

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 school and all the estate right title interest claim and demand of the Mortgagor / Mortgagors and each of them 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 TRUST to permit the same hereditaments - and premises to be used by the mortgagor his / their heirs executors -- administrators or legal representatives or his or their nominee or nominees as a school for AND with power in case there shall be a breach of any of the covenants hereinbefore contained - and on the part of the mortgagor his / their heirs executors administrators or legal representatives to be observed and performed or any

breach by the person or persons for the time being in charge of the said school of the said Rules and Regulations of the Madras --- Educational Department or if the mortgagor his/their heirs executors administrators or legal representatives 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 within the -- period hereinbefore mentioned 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 to pay the surplus if any to the mortgagor his/their heirs executors administrators legal representatives or assigns PROVIDED ALWAYS and it is hereby agreed and -- declared that at the expiration of the said period of twenty years hereinbefore referred to the said Secretary of State or his ---

successors or assigns as the case may be shall in the event of the covenants hereinbefore contained on the part of the mortgagor his/their heirs executors administrators or legal representatives having been in the meantime duly performed and observed reconvey and reassign unto the mortgagor his/their heirs executors administrators or legal - representatives or as he or they may direct all and singular the - piece or parcel of land hereditaments chattels goods or other -- premises hereby expressed to be hereby granted conveyed or assigned

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 ----------)

APPENDIX. ~~E.~~ CC.

Deed of Acceptance.

I

We whose names are entered in the margin and whose signature appear at the foot hereof hereby accept the special grant of rupees only sanctioned by Government through the Director of Public Instruction, Madras, for the $\frac{\text{School}}{\text{College}}$ at in the district of in the proceedings of the Director of Public Instruction, No. , dated the , and in consideration of such grant we hereby jointly and severally and on behalf of our successors in office and the owners for the time being of the premises $\frac{\text{now}}{\text{to be}}$ occupied by the said $\frac{\text{School}}{\text{College}}$ agree that if the $\frac{\text{School}}{\text{College}}$ is at any time hereafter abolished or the buildings thereof diverted to other than educational purposes approved by Government, Government shall be paid out of the sale-proceeds of such buildings or by the owner thereof for the time being as the case may be a sum representing such proportion of the then market value of such buildings as the grant above referred to bears to $\frac{\text{the present market value thereof}}{\text{the estimated market value thereof on completion of the buildings now proposed}}$, namely, Rs. . The decision as to what is the market value of such buildings at such future period shall rest with three arbitrators one to be appointed by the Director another by the said managers for the time being and the third by the two arbitrators so appointed. In the event of the managers failing within one month from the date of such abolition or diversion to appoint an arbitrator the decision of the Director as to such market value shall be final and binding on all parties. Government shall have a lien on all the premises of the $\frac{\text{School}}{\text{College}}$ for the amount to be paid as above provided and shall have power in the event of failure of payment within one month from the date of such amount being fixed to sell and transfer such premises and deduct such amount together with all costs of sale from the proceeds thereof. The above provision shall cease to have effect at the expiration of twenty years from the date hereof without prejudice however to any right that may have accrued to Government prior to the expiration of such period.

Committee of Management. } Members.

— Appendix ~~H~~ DD.

Deed of Acceptance.

II

We whose names are entered in the margin and whose signature appear at the foot hereof hereby accept the special grant of rupees only sanctioned by Government through the Director of Public Instruction, Madras, for the $\frac{\text{School}}{\text{College}}$ at in the district of in the proceedings of the Director of Public Instruction, No. , dated the , and in consideration of such grant we hereby jointly and severally and on behalf of our successors in office and the owners for the time being of the premises $\frac{\text{now}}{\text{to be}}$ occupied by the said $\frac{\text{School}}{\text{College}}$ agree that if the $\frac{\text{School}}{\text{College}}$ is at any time hereafter abolished or the buildings thereof diverted to other than educational purposes approved by Government, Government shall be paid out of the sale-proceeds of such buildings or by the owner thereof for the time being as the case may be a sum representing such proportion of the then market value of such buildings as the grant above referred to bears to $\frac{\text{the present market value thereof}}{\text{the estimated market value thereof on completion of the buildings now proposed}}$, namely, Rs. . The decision as to what is the market value of such buildings at such future period shall rest with three arbitrators one to be appointed by the Director another by the said managers for the time being and the third by the two arbitrators so appointed. In the event of the managers failing to appoint an arbitrator the decision of the Director as to such market value shall be final and binding on all parties. The above provision shall cease to have effect at the expiration of twenty years from the date hereof without prejudice however to any right that may have accrued to Government prior to the expiration of such period.

Committee of Management. } Members.

Pth
10/3/15

First copy sent to Press.

Returned for signature.

Despatched in print.

NUMBER OF COPIES REQUIRED. { Order complete. 40 / Letter only. / Order complete with Letter.

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

CURRENT No. A

ENCLOSURES TO C. No.

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

ORDER OF GOVERNMENT.

STATEMENT WITH DITTO.

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

N.B.—

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