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copy*

Scott II-27-58,004-4-11-48.

E. & P.H. (1947) Department.

SERIES.

G.O. NO. Ms. ~~2595 P.H.~~ 169/Ldn

Dated 26th July 1947.

15

[Despatch Abstract.]

Archaeology - Ancient ^{Monuments} ~~Movements~~ - Schwartz Church, Tanjore -
~~Enthouse~~ - Claim ~~to~~ the Archaeology Department - Papers Recorded.
~~Subhouse~~

Back Papers.

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

Further Papers.

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

Archaeological Survey of India,
Southern Circle, Madras 9.
Dated 7th November 1946.

To

The Deputy Secretary to Government,
Education and Public Health Department,
Fort St. George, Madras.

Sir,

Archaeology - Ancient Monuments - Schwartz Church -
Tanjore - Protection of.

68054

I have the honour to invite the kind attention of the Government to their G.O.s 1290 Pub. dated 16-10-1914, 195 Pub. dated 9-2-1915, and MS. 331 dated 13-6-1932, declaring protected under the Ancient Monuments Preservation Act the Schwartz (Christ) Church in the north-eastern portion of the Sivaganga Fort at Tanjore.

Schwartz Church within the Sivaganga Little Fort is a protected monument (Monument No. 350 of the List of Monuments, published by the Government of Madras, 1945); so also Sivaganga Little Fort, within which the church and the Brihadisvara temple are located (Monument No. 349).

G.O. No. 195 dated 9-2-1915 in its annexed schedule gives the extent of the church as 90' x 50' whereas its real plinth area is 102' x 60' and the boundaries delimiting the protected area specified in the schedule are those surrounding the compound wall. The subsequent G.O. No.

MS. 331 Fin. dated 13-6-1932 clears the above discrepancy by giving the same boundaries and correcting the extent as 19,122 sq. ft., thus declaring the church proper, the open space all round it and the tiled shed in one corner and the compound wall as the area under protection.

The same data and boundaries are specified in the agreement between the Collector of the Tanjore District and the S.P.G. Mission authorities in charge of the church where they hold only one service in a year.

Since our taking over, from April 1946, the maintenance and repairs of the monuments in this circle from the hands of the Public Works Department, my Department has appointed a Conservation Assistant with staff at Tanjore to look after the church and other monuments at Tanjore.

The Mission authorities who appear to have been sub-letting the outhouse or shed in the protected area till now, raised an objection when our subordinate wanted the premises to be vacated as it was required not only for our watch and ward, but also to store our building and scaffolding materials and other tools and plant. This question did not arise till now, since the P.W.D. as our agents were in charge of

3 and 2a maintenance and repairs of all monuments. The matter was referred to the Collector, Tanjore District, who could not decide. A copy of his letter to me on the subject is enclosed. I am therefore obliged to approach Government for their decision in the matter. I may be allowed to point out that this will be a test case as the decision of the Government in this case will affect some other protected monuments in almost similar circumstances or where encroachments have been noticed. I am not worrying Government at this stage with such cases as I am now trying negotiation and oral persuasion in the hope of amicable settlement. To me it is clear that the notification contemplates the protection of the entire area bounded by the compound walls and not merely the plinth area alone of the church building, which, if it were so, would render its repair and maintenance impossible.

A specified area is required around every monument, under Sec. 2 of the Ancient Monuments Preservation Act, which defines an ancient monument as including (a) the site of an ancient monument, (b) such portion of land adjoining the site of an ancient monument as may be required for fencing or covering in or otherwise preserving such monument, and (c) the means of access to and convenient inspection of an ancient monument. The outhouse under discussion is necessary for the purposes of protection of the church and other monuments in the Sivaganga Fort, Tanjore, as envisaged in the above section. I would therefore request the Government kindly to consider this question and communicate early to me their decision.

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3
Copy of letter No. PC.15859/46.B.4., dated 25-10-46 from the Collector of Tanjore, to the Superintendent, Archaeological Survey of India, Southern Circle, Fort St. George.

Sub: Archaeology - Ancient monuments - Schwartz church - Tanjore - Information required.

Ref:- Your letter No. TJ.7/1663, dated 22-7-46 and D.O letter dated 5-10-46.

8/5-6 The original G.Os 1240 Public dated 16-10-1914 and 195 Public dated 9-2-15 refer only to the plinth area of the church though the extent noted in the schedule to G.O.No. MS.332 dated 13-6-32 prepared later includes the entire church and its compound with the outhouse. The matter will have to be referred to the Government. Please therefore let me know at a very early date whether the compound wall and the outhouse are of any archaeological importance.

2. As regards the occupation of the outhouse by the conservation Assistant and his staff it cannot be done as the legal point is doubtful in view of the discrepancy referred to above.

/ True copy /

V.D. Nairwami
7.11.46
for Superintendent.

J.V. Ramachandran
Superintendent 7.11.46
22

D/

4

10/11/46

10/11/46
19/11

Endt. No. 6805A-1-C2. Edu. B., 15-11-46. F.O.P.H. (C2).

Archaeology - Ancient Monuments
Schwartz Church, Tanjore - Protection of.

d. 7.

Ref: from the Supt., Archaeological
Survey of India, Southern Circle,
No. T.G. 7/2302, dated, 7-11-46.

10/11/46

Referred to the collector of
Tanjore for remarks.

To

The collector of
Tanjore (with d. 7.
in reg. to be ret'd. int. reply)

15/11/46.

10/11/46

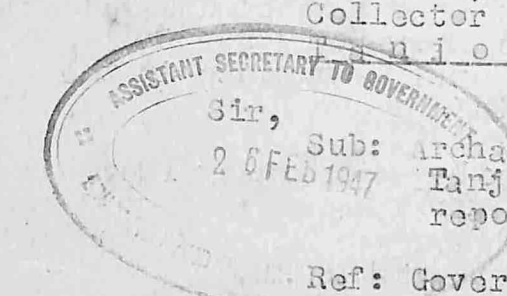
6 97/15/1 Memo. No. 68054-2 C₂ Edn., 2, 15-11-46. E. J. R. H. (C₂)
 Archaeology - Ancient Monuments
 Schwartz Church, Tanjore - Protection of. 15/11
 Ref: Govt. Endt. No. 68054-1 C₂ Edn., 2, 15-11-46. P. 1 ante
 The Collector of Tanjore is requested to say when his reply to the reference mentioned above may be expected.
 7/1/47
 7/1/47
 To The Collector of Tanjore.
 6/11

D. Dis. No. 15859/46 B.

Collector's Office,
 Tanjore, 25-2-47.

From J. R. Batt, Esquire, I. C. S.,
 Collector of Tanjore,
 Tanjore.

To The Secretary to Government,
 Education and Public Health
 Department, Madras.



Sir,
 Sub: Archaeology - Ancient Monuments - Schwartz Church -
 Tanjore - outhouse to the Church - protection of -
 report submitted.

Ref: Government Endorsement No. 68054-102 Edn. dated 15.11.46.

15920

Schwartz church in the Sivaganga Little Fort in Tanjore is a 'protected' monument within the meaning of the Ancient Monuments Preservation Act (VII of 1904). The draft notification under Section 3 (i) of the Ancient Monuments Preservation Act was published in G.O. No. 1290 Public dated 16-10-44 1914 and the final notification under section 3 (3) was published in G.O. No. 195 Public dated 9-2-15. In both these notifications the extent of the protected monument, viz., Schwartz Church was noted as 90' x 50'. On verification now it is seen that this notified extent refers to the plinth area of the inside floor of the church. Subsequent to the final notification, there are no records in this office to show whether any further proceedings in the matter were taken up, till the year 1930, when the Superintendent Archaeological Department requested the supply of copies of all agreements entered upon under section 5 of the Act in respect of privately owned monuments protected under the Act. It was then found out that no agreement was entered upon in respect of the monument under reference viz., Schwartz church. The agreement was effected and registered as a dual document one on 2-4-32 and the other on 23-8-32 as per G.O. 331 Ms. dated 13-6-32 after a protracted correspondence. In the Schedule to the agreement, however an extent of 19122 sq. feet was noted as the extent covered by the Schwartz church whereas the notified extent under section 3(3) was only 90' x 50' or 4500 sq. feet.

2. Relying on the Schedule to the agreement, the conservation Assistant of the Archeological Department wanted to locate his office in the outhouse to the Church. Rev. G. H. Lamb, the Superintending Missionary of the Church, objected to it on the plea that the Church alone ^{same} was under the perview of the protected monument and that the outhouse belonged to the Mission.

: 2 :

3. In his letter No. TJ-7/2302 dated 7.11.46, the Superintendent Archaeological Department contends that the outhouse in question comes under the definition of a 'protected monument' under section 2(i) of the Act and that the outhouse is necessary for the purpose of protection of the church and other monuments in the Sivaganga Fort as envisaged in the section.

4. The contentions of the Superintending Missionary (Rev. G.H. Lamb) are that the Church building ^{also} was handed over to the Archaeological Department, that the outhouse and compound continue to be in the unquestioned enjoyment of the mission.

5. The Executive Engineer, Cauvery Division, Tanjore who was maintaining the church till April 1946, as a part of the Archaeological Department states that the outhouse was not hitherto maintained by the Public Works Department.

6. As the outhouse was only built about 30 years ago it has no archaeological importance or interest. It does not come within (a), (b) or (c) of the definition of the specified area in section 2(i) of the Act. The Superintendent Archaeological Department is trying to stretch the definition so that he can have the out house for the convenience of his department, accommodation being short in the town. The Mission is clearly in the right.

7. The connected records as detailed below are enclosed.

V. Seetharama Sarvai
for Collector.

sn.25.2.

Enc:

1. Letter No. TJ-7/2302 dated 7.11.46 from the Superintendent, Archaeological Department.
2. Letter No. nil dated 4.11.46 from Rev. G.H. Lamb, Superintending Missionary, of the S.P.G. Mission, Tanjore.
3. Copy of letter No. 77 C. dated 10-2-47 from the Executive Engineer, Cauvery Division, Tanjore.

Copy of No. 77 C. dated 10-2-47 from the Executive Engineer, Cauvery Division, Tanjore to the Collector of Tanjore.

Sub: Ancient Monuments - Tanjore Schwartz Church.

Ref: Your No. 15359/46 B.4 dated 23-12-46 and B.O. dated 6.2-47.

The Schwartz Church with its compound wall was maintained by the P.W.D. from the funds sanctioned by the Archaeological Department from time to time for carrying out works approved by the Department. There are no old records available in this office, to show to whom the outhouse belongs. This building is not also mentioned in the latest list of protected monuments printed in 1945. While the building was transferred to the Archaeological Department for custody and maintenance in 4/46, the Conservancy Assistant took over charge of the church only as per transfer documents. Details of buildings that were originally taken over by P.W.D. for maintenance, are not also available from the records in this office. The outhouse was not under the maintenance of P.W.D. nor any repair works were carried out to the same.

2. As regards para 2 of your letter under reply, I have to state that the trees within the compound walls, were not in P.W.D. accounts and no correspondence relating to objection raised by the Missionary authorities in 1924 regarding the same is available in this office. The Sub Divisional Officer, Tanjore reports on local enquiries that the trees were in the enjoyment of the S.P.G. Missionary.

True copy.

sn.25.2.

V. Seetharama Sarvai
for Collector.

11
S. P. G. Mission,
Tanjore,

4th November 1946.

From

The Revd. G.H. Lamb, M.A.,
Superintending Missionary, S.P.G. Mission,
Tanjore.

To

The Collector of Tanjore,
Tanjore.

Sir,

Ref. Schwartz Church, Tanjore.



With reference to your letter No.Rc.15859-46 dated the 25th October 1946 I have the honour to give below the reasons why I claim that the house standing within the compound of the Fort Church, Tanjore is not part of the Government protected monument:-

1. In the G.O.1290 Pub. dated the 16th October 1914 and confirmed in G.O.No.195 dated the 9th February 1915 by which the Fort Church, Tanjore, was declared a protected monument, it is clearly stated that the Church built by the Revd. C.F. Schwartz is the monument in question, its length and breadth being actually given. Nothing that has transpired since then has indicated that the Government looked upon the protected monument in question as either more or less than the said Church.
2. The Agreement entered into between the Government and the Society for the Propagation of the Gospel dated the 31st March 1932 was in no way intended by either of the two contracting parties to modify the original declaration of the Government but merely to regularise it in the normal manner, as is evidenced by the letter of the Collector of Tanjore No.Rc. 584/31/B9 dated the 13th December 1931.
3. All the clauses in this Agreement which refer to the said monument deal with the Church and nothing else.
4. It was necessary in the Schedule to describe particularly the location of the monument, and this could be done only by stating the boundaries of the compound in which it stood. The area of that compound was added as a matter of routine, as is always done when boundaries are mentioned, and with no intention to imply that the whole compound was part of the protected monument. It is clearly stated under the first heading of the Schedule that the monument is "Christ Church, Tanjore Commonly known as the Schwartz Church, Tanjore, or the Fort Church, Tanjore".

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13

1. The rights of the Mission to the house and trees standing in the compound have remained unquestioned and are to day the same as they have always been. The Mission has received the rent of the house as well as having effected its repairs and paid its Municipal ^{Property} Taxes up to the present time. The Mission has also enjoyed the usufruct of the trees and has received the proceeds of trees which have been cut down or have fallen.

3. The Government have from time to time effected repairs to the compound walls and gates, as these constitute a protection to the monument in question, viz. the Church; but it remains true that it is the Church and the Church only that is the protected monument.

I have the honour to be,
Sir,
Your most obedient Servant,

G. H. Lamb.

Superintending Missionary,
S.P.G. Mission, Tanjore.

152
a
Section 2(1) of the Ancient Monuments Preservation Act.

1817
Bt-7
2. In this Act, unless there is anything repugnant in the subject or ~~Definitions~~, context. -

(1) "ancient monument" means any structure erection or monument, or any tumulus or place of interment, or any cave, rock-sculpture, inscription or monolith, which is of historical, archaeological or artistic interest, or any remains thereof, and includes--

- (a) the site of an ancient monument;
- (b) such portion of land adjoining the site of an ancient monument as may be required for fencing or covering in or other-wise preserving such monument; and
- (c) the means of access to and convenient inspection of an ancient monument.

Proposal of the Superintendent Archaeological Survey of India, Eastern Circle

Add to 2(1)(b) of the Act proper at the end:-

" any building or erection in the area 'protected' by the Act which may be found necessary for the watch and ward of the monument, storage of antiquities from the site of the monument or other such purposes connected with the preservation of the monument".

Read - 1290 Pub. d. 6-10-1914
 " 195 " 9-2-1915
 " 331 Fin 13-6-1932
 No 68054C2/46 - from the South Archaeological Survey of India, letter 10 T.J. 7/2322 d. 7.7.46.
 No 15970C2/42 - from the Collr of Tanjore, letter 10 D.D. 15859/46 B.D. 25.2.47

Cr. Off. Dept

Subject

Archaeology - Ancient Monuments - Schwartz Church, Tanjore
 - Sub-house to the Church - claim to this by the Archaeological Dept

12/2 Memo No 68054C2/46-4 Ed. M. 14-7-47

Legal note
 on 15-8-47

The Collector of Tanjore is informed that a consideration of the preliminary notification and the final notification and the agreement with the owner, viz. the S. P. G. Mission in respect of the Schwartz Church Tanjore in conjunction with Sec 2 of the Ancient Monuments Preservation Act, 1904, leave no room for doubt as to what was declared to be a protected monument. Though in the two former, the extent is shown as 90' x 50' which apparently represents the area actually occupied by the church building, the boundaries in the notifications and the agreement clearly take in the adjoining land also. It is a well established rule of construction that if there is discrepancy between boundaries and measurements in the description of a property, the former will prevail. On this principle, the protected monument in this case must be held to be the property lying within the four boundaries. Any ambiguity in regard to this matter is set at rest by the agreement in which there is no discrepancy between boundaries and measurements and they take in the church building and the adjoining land. The claim of the Mission is therefore wrong in saying that the area of the "protected monument" was nothing else than that of the church building. The claim of the Archaeological Dept is therefore ^{Valid} ~~valid~~ except in respect of the out-house ^{only} to the compound and in so far as the 'area to be protected' and the 'right to protect' are concerned.

218

2 In respect of the out-house in the compound of the Schwartz church to which a claim is laid by the Archaeological Dept, ^{planning} attention is invited to clause (13) of the Agreement. Since no express provision in respect of the out-house has been made in the Agreement, even though it has been there even prior to the date of the Agreement, and since it is in the occupation and unquestioned enjoyment of the Mission, the claim for the out-house by the Archaeological Dept is obviously untenable and to that extent the Archaeological Dept is in the wrong and the Mission is in the right. ^{the} It is certainly not essential for exercising the acts of 'preservation of the monument'

3 Under clause (14) of the Agreement, any disputes arising out of the Agreement, shall be referred to the Collr of Tanjore ^{116 (6)} and his decision shall be final. The above two para are merely advice to the collr as to the decisions to be arrived at by him in the matters under dispute. The Supt. Archaeological Survey of India, Southern Circle, will be referred to him for a decision in the matter.

8/7/42
10.7.42 S
11/14/42 20
Depd
18/7
the collector
of Tanjore

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Exn. Dept 19
C2

411-34
No. 68054 Cr/46 - From the Supt. Archaeological Survey of India, Southern Circle, Madras, letter No. T.J. 7/2302 d. 7.11.46

Subject

Archaeology - Ancient Monuments - Schwartz church, Tanjore - Out-house to the church - claim to the by the Archaeological Dept

DP
12/7
Memo No. 68054 Cr/46-5 Edn d. 14-7-47

The Supt. Archaeological Survey of India, Southern Circle, Madras, is referred to the collector of Tanjore for

Dr. (G. V.) a decision in the matter as he is the deciding authority with ^{under} ~~ref to clause (14) of the Agreement~~ ^{he is the final authority to decide} in respect of any dispute

To the Supt. Archaeological Survey of India, Southern Circle, Madras
8/7/47
Copy to the collector Tanjore
10.7.47 S
11/14/47

Presumably to regularize the claim in this case and similar claims in

respect of other protected monuments, the Superintendent, Archaeological Survey of India has proposed an amendment to Section 2(1) of the Act in another connection in his letter No. 60(26)2373 dated 15-11-46, which it is proposed to forward to the Government of India - vide p 15 c.f.

3. The Collector of Tanjore ^{to whom the matter was referred to} ~~who was referred to in the matter~~ after corresponding with the S.P.G. Mission authorities and the Executive Engineer, Cauvery Division, Tanjore, reports as follows:-

(1) the church building alone was handed over to the Archaeological Department, the outhouse and compound continuing in the unquestioned enjoyment of the Mission (The Rev. G.H. Lamb Superintendent of Missionary, S.P.G. Mission, Tanjore, reported to the Collector that the Mission had received the rent of the house up to date having effected its repairs and paid its municipal property taxes up to the present time and that it has also enjoyed the usufruct of the trees and received the proceeds of trees which have been cut down or have fallen. This is also borne out by the E.E. ^{Vide p 9 c.f.)}

(2) the out-house was ~~not~~ hitherto maintained by the P.W.D. (The Schwartz church and its compound wall including gates were maintained by the P.W.D. from the funds sanctioned by the Archaeological Department from time to time for carrying out works approved by that Department. The church only was transferred to the conservancy Asst. of the Archaeological Department in April 1946 as per transfer documents).

(3) the out house was built only about 30 years ago and it has no archaeological importance or interest.

(4) the outhouse cannot be brought within the definition of section 2(1) (a), (b) and (c) of the Act and that the Superintendent, Archaeological Survey of India is trying to stretch the definition so that he can have the outhouse for the convenience of his department, accommodation being short in the town.

(5) the mission is clearly in the right.

The matter is examined below.

4. Two issues are involved in the present case, viz.,:-

(1) a claim that the notification in X contemplates the protection

of the entire area bounded by the compound walls and not merely the plinth area alone of the church, which, if it were so would render its repair and

~~maintenance~~ maintenance impossible. G.O. No. 331 Fin. dated 13-6-32 is

stated to clear the above discrepancy by giving the same boundaries and correcting the extent as 19122 sq.ft., thus declaring the church proper,

the open space all round it and the tiled shed in one corner and the compound

(2) a claim for the outhouse in the compound now in the possession of the S.P.G. Mission, Tanjore.

Item (1) above:- In the notification issued under section 3(1) of the Ancient Monuments Preservation Act, 1904 (Act VII of 1904) the place described in the annexed schedule to the notification was declared to be a protected monument within the meaning of the Act. In the schedule, Schwartz's (Christ) church was described by boundaries. In the column mentioned 'Extent' it is noted that the church is 90' long and 50' broad. The Collector of Tanjore reports that this 4500 sq.ft. covers only the plinth area of the inside floor of the church. In the preamble to the Agreement entered into between the Mission and the Collector of Tanjore on 31-3-1932, reference is made to the protected monument notified in the G.O. at 'X' and described in the schedule to the Agreement. In the schedule to the Agreement the place is again described by boundaries which are similar to those in the notification at page 3 'X'. In addition, the Survey no is given and the extent is noted as 19122 sq.ft.,. The specific mention of the church in the column "Extent" in the notification at page 3 'X' and its absence in the column "Extent" in the schedule to the Agreement and the considerable disparity between the respective figures noted in these columns viz., 4500 sq.ft., and 19122 sq.ft., the boundaries remaining the same are significant factors. They lead to the conclusion that the protected monument was the area for which the boundaries are shown and that the "extent" mentioned on page 3 of 'X' referred only to the church building proper that the rest of the area within the boundaries should be taken as coming under Section 2 (1)(b) and 2(1)(c) of the Act and that it was apparently on a recognition of this that the extent was altered in the Agreement of 1932. The Mission is therefore wrong in saying that the ^{area of the} protected monument was nothing else than ^{for 2} the church building. Nor is their contention, that the area of the compound was added as a matter of routine as is always done when boundaries are mentioned, and with no intention to imply that the whole compound was part of the protected monument, tenable as it is purely an afterthought in the light of the declared and accepted facts in the schedule to the Agreement by the contracting parties. There is also no conflict between the Notification and the Agreement as the latter only makes clear what was inherent in the Notification and

are mentioned in respect of the protected monument in the notification and in the Agreement. The claim of the Archaeological Department is therefore valid except in respect of the outhouse in the compound which is examined separately.

Item (2) above:- The object of the Agreement under Section 5 of the Act is for the preservation of a protected monument and is entered into in respect of a protected monument the ownership of which vests in a private person, in this case the S.P.G. Mission. According to Section 5(2) (c) of the Act the Agreement of 1932 may provide for the restriction of the Owner's right to destroy, remove, alter, or deface the monument or to build on or near the site of the monument. These matters have been provided for in clauses (4) and (5) of the Agreement. But the outhouse in the compound which is now under dispute has been there even prior to the date of the Agreement, viz, 1932 (as it was built 30 years ago) and no mention has been made about it in the Agreement. Clause (13) of the Agreement runs as follows:-

"That except as hereinafter expressly provided each of the parties hereto shall in relation to the said monument have all the rights and be subject to all the duties and liabilities conferred or imposed by the said Act."

Since no express provision in respect of the outhouse in the compound has been made in the Agreement and since it is in the occupation and unquestioned enjoyment of the Mission, the claim for the outhouse by the Archaeological Department is obviously untenable and to that extent the Archaeological Department seems to be in the wrong and the Mission is in the right.

5. Under clause (14) of the Agreement, any dispute arising out of the Agreement, shall be referred to the Collector of Tanjore District and his decision shall be final. This provision in the Agreement has been made with reference to Section 5(2) (h) of the Act. The matter was brought to Govt., by the Superintendent, Archaeological Survey of India, Southern Circle, in view of the letter of the Collector of Tanjore to him on page 3 c.f. Though the matter has been referred to Government they have no powers to pass orders on the matter under dispute. They can only advise the Collector as to the decisions to be arrived at by him in the matter under dispute. The Collector of Tanjore who is the final authority in the matter is of opinion that the

outhouse belongs to the Mission and that the Mission is clearly in the right. vide para 6 of his letter on p 3 c.f. He may be informed that his conclusion is correct but that the reasons for the conclusion should be as stated under item (2) in para 4 above. The Superintendent Archaeological Survey of India, Southern Circle, may be referred to the Collector of Tanjore for a decision

of the protected monument as decided in para 4 above so that he may inform the Mission and the Archaeological Department accordingly. 6. Public Works Department may see the case for remarks if any.

E & P H U O M
68054621463Edm
21.5.47



P.W.D. No. 2311.6/47-1
829.5.47.



The ~~under~~ rules of S. & P. H. above may be perused. This Dept. has no remarks to offer. The file may be passed on to Legal.

Legal Department

Under section 2 of the Ancient Monuments Preservation Act, 1904, "ancient monument" means not merely the structure, erection or monument itself but also the adjoining land required for fencing or covering in, or otherwise preserving such monument, and for the means of access to and convenient inspection of the monument. A consideration of the preliminary notification and the final notification and the agreement with the owner leave no room for doubt as to what was declared a protected monument. Though in the former the extent is shown as 90' x 50' which

apparently represents the area actually occupied by the church building, the boundaries clearly take in the adjoining land also. It is a well established rule of construction that if there is discrepancy between boundaries and measurements in the description of a property, the former will prevail. On this principle the protected monument must be held to be the property lying within the four boundaries. Any ambiguity in regard to this matter is set at rest by the agreement in which there is no discrepancy between boundaries and measurements and they take in the church building and the adjoining land.

2 Though this is the position as regards the identity of the protected monument, E. & P.H. may consider whether in view of clause (2) of the agreement, the claim of the Archaeological Department to possession of the shed is sustainable, unless the Government take a lease of the shed under section 4 (1).

1000
24/6/47 E & P.H.

Co. Dept Legal no no 5992/47-1
24.6.47.



RP
26/6

Legal Dept agree with the view of this Dept at A' on p 4 ante. No action is necessary in respect of para 2 of the legal note above in view of B' on p 4 ante.

2. As ordered by Secy on p 4 ante, A & B' therein may be indicated to the Collr of Tanjore. The Supt, Archaeological Survey of India, may be referred to the Collr of Tanjore for a decision on the matter. Two drafts are submitted.

by
S 14/7/47
1074

792/267.
p 12 of
p 12 of

Issued as Memo no 68054 C2/H6-H Edu Dated 14.7.47
Issued as Memo no 68054 C2/H6-S Edu Dated 14.7.47

The papers may now be

G.O. 1691
M.S. 2595 Edu D 26.7.47
Records

Alshank

Archaeology - Ancient
Monuments - Schwartz
Church. Tanjore - Cent house
to the church - claim to be
by the Arch. Dept. Papers
records

Re
23.7.47
CWA
23.7.47

PM
25/7/47

