Archives I—10,006—16-8 77.

(1) Number of pages 48

(2) Date of repair 31. 10. 86 ✓

(3) Initials of the Referencer

TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

PUBLIC WORKS DEPARTMENT

G.O. No. ~~B.P. No.~~ 1037 W Press. ~~Mis.~~

Dated 2. 4. 1879 ~~197~~.

Not to be folded or roughly handled

1037
1

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

2nd April 1879, No. 1,037 W.

General.

Establishment.

Read the following papers :—

No. 54. From Major S. C. CLARKE, R.E., Acting Superintending Engineer, Third Circle, to the Chief Engineer, Public Works Department, dated St. Thomas' Mount, 26th February 1879, No. 1,002.

I HAVE the honor to inform you that the officer in charge of the Presidency Division reports that the owner of the premises now occupied by the Presidency Divisional Office has consented to sign the agreement enclosed for your approval and for the final orders of the Government, but he brings to notice that the said building does not afford sufficient accommodation for the Superintending Engineer's office as well as his own, as contemplated by the Government in G.O., No. 4,167 W, dated 28th of October 1878, and that he is of opinion that if the Divisional and Superintending Engineers' offices were both accommodated within the new Chepauk buildings, which plan appears to him feasible, a very considerable saving of clerical labor and time would be thereby gained. I quite concur in Mr. Plummer's opinion, but since the Government have decided, as far as I know, on occupying the premises at Egmore I would not venture to press the question of the advisability of Mr. Plummer's suggestions being considered before the bond is signed by both parties.

2. Mr. Plummer is desirous of knowing whether he is at liberty to remove his family into the upper story of the Divisional Office, and whether the mere foregoing of the Presidency house-rent will be considered as a sufficient sum for him to pay for the accommodation. Not knowing to what use the Government wish the upper story to be put to I am compelled to lay the matter before you for orders.

No. 54-A. From Major H. W. WOOD, R.E., Acting Superintending Engineer, Third Circle, to the Chief Engineer, Public Works Department, dated Chepauk, 25th March 1879, No. 1,698.

WITH reference to your No. 832, dated 5th March, I have the honor to state as follows.

2. I sent for the owner of the house now occupied by the office of the Executive Engineer, Presidency, and after several interviews with him I received the letter forwarded with this communication.

3. The man in question, V. Mahomed Musthan Sahib, although, doubtless, disappointed in losing a five years' lease and so good a tenant as the Government, did not express himself unreasonably in his conversation with me. He has no intention of entering into litigation on the subject, though, of course, he makes in his letter as large a demand as he possibly can for compensation.

4. I think he may be considered as being fairly entitled to the following items :—

		RS.
Six months' rent, at Rupees 250 a month	... ...	1,500
Expenditure on latrine and materials for coach-house, and materials and labor for screens in the lower story of the main building.	(a)	200
	Total ...	1,700
Deduct rent for six months, at Rupees 200	... ...	1,200
Balance as compensation	... ...	500

5. The item (a) Rupees 200 is a mere estimate of mine, but I do not think it is far wrong. Besides the money for these additions and alterations the proprietor of the house informed me that he had spent much more money in thoroughly repairing his property than he would have done had he not had the full belief that the Executive Engineer's office was going to occupy the premises for a term of years.

6. The actual compensation asked is Rupees 1,150, or about Rupees 650 more than I have estimated as a strictly just sum for this purpose. I have no technical grounds for adding to the amount of my estimate, though I think the Government might increase it somewhat in consideration of the circumstances set forth in the proprietor's letter.

7. As regards the future location of the office of the Executive Engineer, Presidency, I think it is most necessary that this should be in the new Chepauk buildings. I have had the advantage of Colonel Farewell's instructions on the subject of providing accommodation both for the Executive Engineer, Presidency, and for the Executive Engineer, Buckingham Canal, and there would seem to be no difficulty in the matter.

8. I will at an early date submit the estimate of the trifling cost for providing for these movements with the estimate for the stable, coach-house, and latrine accommodation, which must be constructed for the new Public Works offices at Chepauk.

9. The accommodation for the two Executive Engineers named will be ready for occupation by 1st May next, and I have advised both officers of the proposed movement.

✓ No. 55. ORDER THEREON, 2nd April 1879, No. 1,037 W.

IN Proceedings, dated the 28th October 1878, No. 4,167 W, Government sanctioned the renting of the late Mr. Jones' house for five years, at Rupees 200 per mensem, on the understanding that the lower story was to provide accommodation for the Superintending Engineer's office, together with the Divisional and Sub-divisional offices, the upper story being allotted as a residence for the Presidency Executive Engineer, whose house-rent (Rupees 100 per mensem) was not to be drawn.

2. It was before long ascertained that the lower story was not capable of providing room for more than the Executive Engineer's office and in Proceedings, dated the 20th January 1879, No. 242 W, a sum of Rupees 2,460 was sanctioned for completing part of the south wing of the new buildings at Chepauk for the use of the Superintending Engineer's office.

3. On the 26th February the Superintending Engineer forwarded the agreement with the house owner, which had been drawn up by the Government Solicitor. He at the same time pointed out that great convenience would be gained by accommodating the Executive Engineer's office, as well as the Superintending Engineer, in the Chepauk buildings.

4. Inquiry has proved that this suggestion is feasible; and it is, without doubt, desirable upon every ground.

5. Arrangements have been made by which the Executive Engineer of the Presidency Division, as well as the Executive Engineer of the Buckingham Canal Division, will be provided by the 1st May with suitable office accommodation in the Chepauk buildings.

1037/2

6. Under these circumstances the Governor in Council resolves to direct that the house in Egmore be given up from the 30th April 1879; and he empowers the Superintending Engineer to offer to the owner, in addition to the six months' rent, at Rupees 200, a sum of Rupees 800 in full acquittance of all claims against Government in connection with the transaction.

7. This will form a total payment of Rupees 2,000, being equivalent to ten months' rent, from 1st November 1878, by the end of which period it may be fairly expected that a new tenant will be secured.

(True Extract.)

Major, R.E.,
Ag. Under Secy. to Govt., P.W.D.

To the Superintending Engineer, Third Circle.
„ Examiner of Public Works Accounts.

Exd. C. Howarth.
Spare Copies

GENERAL.
ESTABLISHMENT.

Govt. of {1879} Madras.

PUBLIC WORKS.

To

The SUPERINTENDING ENGINEER,
THIRD CIRCLE,
&c., &c., &c.

Dated April 2nd.

Issued

Recd.

Reod.

G. O., 2nd April 1879, No. 1,037 W.

APRIL.

Nos. 54-55.

Late Mr. Jones' house at Egmore to be given up from the 30th April 1878, and the Superintending Engineer instructed to enter into a settlement with the owner in full acquittance of all claims against Government.

No. 1002

~~Chingleput~~ 3rd Circle Superintending Engineer's Office.
Saint Thomas' Mount, 26th Feb 1879

1037/3

From

THE SUPERINTENDING ENGINEER,
~~Chingleput.~~ 3rd Circle.

To

The Chief Engineer,
Public Works Department.

Sir,

Enc 1.

I have the honor to inform you that the Officer in charge of the Presidency Division reports that the owner of the Premises now occupied by the Presidency Divisional Office has consented to sign the agreement enclosed for your approval, and for the final orders of the Government, but he brings to notice that the said Building does not afford sufficient accommodation for the Superintending Engineer's Office, as well as his own, as contemplated by the Government, in G.O. No 4167 W dated 28th of October 1878 and that he is of opinion that if the Divisional and Superintending Engineer's offices were both accommodated within the new Secretariat Buildings. which plan appears to him feasible. a very considerable saving of clerical labor and time would be thereby gained. I quite concur in Mr Plummer's opinion but since the Government have decided, as far as I know, on occupying the premises, at Egmore! I would not venture to press the question of the advisability of Mr Plummer's suggestions being considered before the Bond is signed by both parties.

Mr Plummer is desirous of knowing whether he is at liberty to remove his family into the Upper Story of the Divisional Office and whether the mere foregoing of the Presidency House Rent will be considered as a sufficient sum for him to pay for the accommodation. Not knowing to what use, the Government wish the Upper Story 2

to be put to, I am compelled to lay the matter before you for orders.

1037/4

I have the honor to be
Sir
Your most obedient servant
H Mant Major R.E.
Ag Supg Engineer 3d Circle.

From the Supt. Engr.
3rd C

No. 1002.

dated 26th
Recd } Feb 4/79.

Enc 1.
Office of the Presidy.
Divn — Forwarding
for orders an agree-
ment from Masthan
Sahib regarding —
& suggesting the removal
of the — to the Chepauk

No. 1698

~~CHINGLEPUT~~ SUPERINTENDING ENGINEER'S OFFICE,
Chepauk
~~SAINT THOMAS' MOUNT~~, 25th March 1879

From

THE SUPERINTENDING ENGINEER,

~~CHINGLEPUT.~~ 3rd Circle

1037
5

To

The Chief Engineer
Public Works Department.

Sir,

Enc 1

With reference to your No. 832 dated 5th March, I have the honor to state as follows.

2. I sent for the owner of the house now occupied by the office of the Executive Engineer Presidency and after several interviews with him, I received the letter forwarded with this communication.

3. The man in question V. Mahomed Musthan Sahib, although doubtless disappointed in losing a five year lease and so good a tenant as the Government did not express himself unreasonably in his conversation with me. He has no intention of entering into litigation on the subject, though of course he makes in his letter as

compensation.

4. I think he may be considered as being fairly entitled to the following items.

	Rs
6 Months, rent at Rs 250 a month.	1,500
Expenditure on latrine and Materials for Coach house, and Materials and labor for screens in the lower story of the main building	(a) 200
	1,700
Deduct rent for 6 months at Rs 200 ..	1,200
Balance as compensation ..	500

5. The item (a) Rs 200 is a mere estimate of mine, but I do not think it is far wrong. Besides the money for these additions and alterations, the proprietor of the house informed me, that he had spent much more money in thoroughly repairing his property than he would have done, had he not had the full belief that the Executive Engineer's Office was going to occupy the premises for a term of years.

6. The actual compensation asked is Rs 1150 or about Rs 650 more than I have estimated as a strictly just sum for this purpose. I have no technical grounds for adding to the amount of my estimate, though I think the

Government

Government

consideration of the circumstances set forth in the Proprietor's letter.

7. As regards the future location of the office of the Executive Engineer Presidency I think it is most necessary that this should be in the new Chepauk buildings. I have had the advantage of Colonel Farewell's instructions on the subject of providing accommodation both for the Executive Engineer Presidency and for the Executive Engineer Buckingham Canal and there would seem to be no difficulty in the matter.

8. I will at an early date submit the estimate of the trifling cost for providing for these movements with the estimate for the stable, coach-house and latrine accommodation, which must be constructed for the new P.W. Office at Chepauk.

9. The accommodation for the two Executive Engineers named will be ready for occupation by 1st May next and I have advised both officers of the proposed movement.

I have the honor to be
Sir
Your most obedient servant
Major R.E.
Ag Supg Engineer 3rd Circle.

formerly known as Major General Hall's and now or

From the Supdg Engr 3d C

No 1698,

G.O. 28-10-78 No 4167 W - Orig
" 20-1-79 " 242 W.
C-E 5-3-79 " 832.

dated 25th } March/79
Recd }

Enc 1

Bungalow — Forwards for order certain corres-pondence regarding the — occupied by the Office of the Supdg Engr Presidy Divn —

54 at

Cir 29/7

No 1037 W P.W. Deptt

1037/7

Proceedings of the Madras Govt.

Under date the 2nd April/79

Read the following:-

From,

The Supdg Engineer Third Circle } (No. Eng 1002 d/ 26th Feby:/79.)
do - do - (" " 1698 " 25th March ")

In Proceedings dated the 28th October 1878, No 4167 W, Govern-ment sanctioned the renting of the late Mr. Jones' house, for five years, at Rs 200 per mensem; on the understanding that the lower story was to provide accommodation for the Supdg Engineer's Office, together with

A.P. 2/4

the

Divisional and Divisional offices; the upper story being allotted as a residence for the Presidency Executive Engineer whose house rent (Rs 100 per mensem) was not to be drawn.

2. It was before long ascertained that the lower story was not capable of providing room for more than the Executive Engineer's Office; and in Pro: dated the 20th January 1879 No. 242 W a sum of Rs 2,460 was sanctioned for completing part of the south wing of the new buildings at Chepauk for the use of the Supg: Engineer's Office.

3. On the 26th February the Supg: Engineer forwarded the agreement with the house owner, which had been drawn up by the Govt. Solicitor. He at the same time pointed out that great convenience would be gained by accommodating the Executive Engineer's Office, as well as the Supg: Engineer, in the Chepauk buildings.

4. Inquiry has proved that this suggestion is feasible; and it is without doubt desirable upon every ground.

5. Arrangements have been made by which the Executive Engineer of the Presidency Division as well as the Executive Engineer of the Buckingham Canal division, will be provided by the 1st May with suitable office accommodation in the Chepauk buildings.

6. Under these circumstances, the Governor

in

in Council resolves to direct that the house in Egmore be given up from the 30th April, 1879; and he empowers the Supg: Engineer to offer to the owner, in addition to the six months rent, at Rs 200, a sum of Rs 800, in full acquittance of all claims against Govt. in connection with the transaction.

7. This will form total payment of Rs 2,000; being equivalent to ten months rent from 1st November 7

by the end of which period it may be fairly expected that a new tenant will be secured.

Md. Draft 2.4.79 [illegible]

PUBLIC WORKS DEPARTMENT.

1037/10

Letter from the Supg. Engineer, Third Circle, No. 1002, dated 26th February 1879.
do - do - No. 1698, dated 25th March 1879.

FOR ORDERS.

In Proceedings dated the 28th October 1878, No. 4167 W., Government sanctioned the renting of the late Mr. Jones' house, for five years, at Rs 200 per mensem; on the understanding that the lower storey was to provide accommodation for the Supg. Engineer's Office, together with the

I think the suggestion of Rs. 800. in addn. of the 8 months rent may be made. & that if acceptance be an- be the end of the bargain

Garden formerly known as Major General Hall's and now or the Divisional and Sub Divisional Offices; the upper story being allotted as a residence for the Presidency Executive Engineer; whose house rent (Rs 100 per mensem) was not to be drawn.

2. It was before long ascertained that the lower story was not capable of providing room for more than the Executive Engineer's Office; and in Pro: dated the 20th January 1879. No 242 I, a sum of Rs 2460 was sanctioned for completing part

of

of the Southern wing of the new buildings at Chepauk for the use of the Supg: Engineer's Office.

3. On the 26th February the Supg: Engineer forwarded the agreement with the house owner, which had been drawn up by the Government Solicitor. He at the same time pointed out that great convenience would be gained by accommodating the Executive Engineer's office, as well as the Supg: Engineer in the Chepauk buildings.

4. Inquiry has proved that this suggestion

is feasible; and it is without doubt desirable upon every ground.

5. Arrangements have been made by which the Executive Engineer of the Presidency Division, as well as the Executive Engineer of the Buckingham Canal Division, will be provided by the 1st May with suitable office accommodation in the Colepank buildings.

6. It is therefore recommended that the house in Egmore should be given

up

FOR ORDERS.

up from the 30th April. The Supg. Engineer points out that the owner will without doubt be entitled to certain compensation; and suggests that the rent for the six months tenancy be calculated at Rs 250 per month, instead of Rs 200; and that a sum of Rs 200 be allowed, to cover incidental expenses undertaken by the owner.

7. This sum is considerably below the owner's estimate, and is probably somewhat small. It is

suggested that, in addition to the six months rent at Rs 200, the Supt Engineer be empowered to offer to the owner a sum of Rs 800, in full acquittance of all claims against Government in connection with the transaction. This would form a total payment of Rs 2000; being equivalent to ten months rent from 1st November 1878; by the end of which period it may be fairly expected that a

a new tenant will be secured.

8. As regards the upper story, it may be mentioned that, by private agreement between Colonel Lord, the late Chief Engineer, and Major Ross Thompson, the Executive Engineer, the premises were occupied by the former Officer, and that since his departure, on 18th February, they have remained vacant; Major Ross Thompson having previously left

Garden formerly known as Major General Hall's and now or left Madras, and his successor not having been appointed.

28/3. V. Muttewont

Col. R.E.
Ag: Secy: to Government
P.W.D.

March 1879.

Pres^d

G.O. No 1037 W-2-4-79

Pt. A1. Cir 28/3

680078

This Indenture made the day of

1037/15

Madras 22nd M—— ,, ,,

Major Wood
Superintending Engineer
Madras.

1037/14

Respected

With every mark of utmost deference I beg leave to bring these few lines to your benign Consideration humbly trusting that I will be held excused for intruding upon your valuable time and that my appeal will, through your instrumentality, be crowned with success.

You are aware that I am the landlord of the premises now occupied by your office, and that I have done every thing in the premises requisite for the Comfort of the Department.

I beg to inform you that as your Department arranged with me to occupy the premises for a period of 5 years & a lease was accordingly agreed to be drawn & having been drafted out vide your Office Memo. No. 6269 d/18th Febry 1879 — It was on this Consideration that I agreed to let the premises on so moderate a rent of Rupees 200 - - per mensem.

Since the premises has been occupied by your Department private Demands arose offering handsome rent, which I had to forfeit —

But

left Madras, and his
[illegible] not having

[illegible] now being infor[illegible] that your Department will vacate the Premises by next month, I beg to lay before you the expenses which I had undergone for the sake of Government, in repairing thoroughly, building extra laterine, supplying screens, collecting material to build Coach-sheds for the use of your clerks — all these have cost me Rs 3500 — for which I had only received 5 months rent of 200 per mensem amounting to Rs 1000 & for next month 200 more in all it will be Rs 1200. And if your Office were to vacate the premises by the end of next month it will be a matter of impossibility to procure tenants owing to the exodus to the hills & consequently the building must be vacant till November.

Having said this much I leave the entire matter to your serious consideration and trust you will in the plenitude of your goodness and justice recommend my sad case to Government to compensate me for half of the loss at least (Rs 3500 minus Rent Rs 1200) loss Rs 2300. for which act of justice I shall feel extremely thankful.

[illegible] MC

I beg to Remain
Respected Sir
Your Most Obedient Servant
V. Mahomed Musthan Saib

En in B No. 547 2-4-79

[illegible] Cir 28/3

GEC073

1037
13

This Indenture made the day of 187 Between Vellore Mahomed Musthan Saib a merchant residing at No. 108 in Angapah Naick Street in the Black Town of Madras (hereinafter called the Lessor) of the one part and The Right Honorable the Secretary of State for India in Council (hereinafter called the Lessee) of the other part Whereas the Lessor is the Owner of the premises hereinafter particularly mentioned and described And Whereas it has been agreed by and between the parties hereto that the Lessor should grant a Lease to the Lessee of the said premises for a term of 5 years from the day of 1878 renewable as hereinafter mentioned at the monthly rent hereby reserved and subject to the covenants conditions and agreements hereinafter contained Now this Indenture witnesseth that in pursuance of the said Agreement and in consideration of the monthly rent hereby reserved and the covenants conditions and agreements hereinafter contained and on the part of the Lessee his successors and assigns to be respectively paid observed and performed he the Lessor hath granted demised and leased and by these presents doth grant demise and lease unto the Lessee his successors and assigns all that piece or parcel of ground situate and known as No. 1 in the Commander in Chief's Road in the Village of Egmore within the local limits of Madras and in the Registration District of Madras bounded on the North by the Pantheon Road on the South by a Garden formerly known as Major General Hall's and now or lately belonging to [illegible] Major Cunningham [illegible] Commander in Chiefs Road and on the East partly by the last mentioned Garden and partly by a Garden now or lately belonging to or occupied by one Soobbaroya Moodelly and measuring 3 Cawnies 8 Grounds and 2013 square feet or thereabouts particularly mentioned and described in a Collector's Certificate dated the 6th day of November 1861 and numbered 2 in favor of Thomas Sydney Smith Esqre and which said premises were formerly in the occupation of John Jones Esqre and are now unoccupied Together with the messuage tenement and dwelling house and all other erections and buildings now standing and being on the said piece or parcel of ground and together with the rights easements and appurtenances thereto belonging or usually held and enjoyed therewith To have and to hold the said premises unto the Lessee his successors and assigns for the full term of 5 years from the day of 1878 at and under the monthly rent of 200 Rupees payable to the Lessor his Executors Administrators representatives or assigns on the 1st day of each and every month without any deduction or abatement whatsoever and free from all charges and impositions whatsoever other than Quit Rent and assessment imposed or to be imposed upon or in respect of the said demised premises or any part thereof by any law for the time being in force and which the Lessee may at any time be called upon to pay And the Lessee doth hereby for himself his successors and assigns covenant with the Lessor his executors Administrators representatives and assigns in manner following that is to say, that he the Lessee his successors or assigns will pay or cause to be paid to the Lessor his exec[illegible] administrators represen

the said monthly rent or sum of 200 Rupees clear of all deductions save as aforesaid on the days and times and in the manner and form on ~~[illegible]~~ and in which the same is hereinbefore reserved and made payable and also that he the Lessee his successors or assigns shall and will during the said term hereby granted bear pay and discharge all impositions whatsoever other than Quit Rent and Assessment as are or shall be charged or in any wise imposed upon or in respect of the said premises hereby demised or intended so to be or any part thereof by authority of any law for the time being in force and also that he the Lessee his successors or assigns shall and will at the end of the said term peaceably and quietly yield up possession of the said premises and every part thereof unto the Lessor his executors administrators representatives or assigns And also that it shall be lawful for the Lessor his Executors Administrators representatives or assigns and for any person or persons deputed by him or them twice or oftener in every year at seasonable times in the day time during the said term to enter the said demised premises or any part thereof to view the state and condition thereof and of all defects and wants of reparation thereof And further that he the Lessee his successors or assigns shall not nor will exercise or carry on or permit or suffer to be exercised or carried on by any person whomsoever upon any part of the premises hereby demised any offensive trade whatsoever nor do or cause or wittingly or willingly suffer to be done any act or thing on the said demised premises or any part thereof which may be or grow to the annoyance damage or disturbance of the

Lessor his executors administrators representatives or

Provided always that if it shall happen that the said monthly rent of 200 Rupees shall be unpaid in the whole or in part for the space of 21 days next after the said days of payment on which the same ought to be paid as aforesaid the same being first lawfully demanded upon or at any time after the expiration of the said 21 days and not paid when demanded or if default shall be made in the observance or performance of all or any of the covenants clauses or agreements herein contained and on the part of the Lessee his successors or assigns to be performed then and thenceforth and in any of the said cases it shall be lawful for the Lessor his executors administrators representatives and assigns enter into and upon the said demised premises or any part thereof in the name of the whole to re-enter and the same to have again re-possess and re-enjoy as in his and their first and former estate And the Lessor doth hereby for himself his executors Administrators and representatives covenant promise and agree to and with the Lessee his successors and assigns that he the Lessee his successors or assigns paying the said monthly rent of 200 Rupees hereby reserved at the days and in manner hereinbefore appointed for payment thereof and observing and performing all the covenants clauses and agreements in these presents contained and on his and their part and behalf to be paid and performed shall peaceably and quietly have hold and enjoy the said hereby demised premises and every part thereof with the appurtenances during the said term of 5 years hereby granted without interruption eviction or denial from or by him the Lessor his executors administra[illegible] -sentatives or assigns or from or by any person or persons lawfully claiming by from or under him or them respectively And further that he the Lessor his executors administrators representatives and assigns shall and will during the said term maintain the same in good repair ~~as often as occasion shall require~~ at his and their own cost charge and expense well and sufficiently repair and preserve the said messuage or tenement and dwelling house and all other erections and buildings of every sort and description standing and being on the said piece or parcel of ground or any part or parts thereof and shall and will keep the said premises and the appurtenances thereunto belonging in good and tenantable repair and condition And further that if default shall at any time be made in the performance of the covenant lastly hereinbefore contained and so often as the same shall happen it shall be lawful for the Lessee his successors or assigns to well and sufficiently repair the said messuage or tenement and dwelling house and all other the erections and buildings aforesaid at the cost charge and expense of the Lessor his executors administrators representatives and assigns and to deduct and retain to himself and themselves the costs and expenses of all such repairs from and out of the said monthly rent of 200 Rupees as the same shall from time to time become due and payable any thing hereinbefore contained to the contrary notwithstanding And further that it shall be lawful for the Lessee his successors or assigns at any time during the said term without any further consent on the part of the Lessor his executors administrators representatives or assigns to underlet all or any part of the said demised premises for and during any par[illegible] of the said term to such person or p such rent and upon such terms and conditions as to the Lessee his successors or assigns shall seem meet. And also that if the Lessee (his) successors or assigns shall be desirous of taking a renewed lease of the said 20 demised premises for a further term of 5 years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of the said term give to the lessor his executors administrators representatives or assigns or leave at his last known place of abode or business in Madras 6 calendar months previous notice in writing and shall pay the said rent hereby reserved and observe and perform the several covenants and agreements herein contained and on the part of the lessee his successors or assigns to be observed and performed up to the expiration of the said term hereby granted be the Lessor his executors administrators representatives or assigns will upon the request and at the expense of the Lessee his successors or assigns forthwith execute and deliver to the Lessee his successors or assigns a renewed lease of the said premises for the further term of 5 years at the same ~~year~~monthly rent and under and subject to the same covenants provisoes and agreements as are herein contained including this present covenant. In witness whereof the Lessor and Colonel Edward Archibald Foord, Royal Engineers, Secretary to the Government of Madras in the Public Works Department by order and direction of His Grace the Governor in Council of Fort Saint George acting for and on behalf of the Lessee have hereunto set their respective hands and seals the day and year first above wri

Signed Sealed and delivered by
id Vellore Mahomed Musthan
in the presence of ________

1037
21

ned Sealed and delivered by the
dward Archibald Foord in the
nce of ________

1

Dated 187 .

Vellore Mahomed Musthan Saib

to

The Right Honorable the Secretary of State for India in Council

Draft

Lease for 5 years of the premises No 7 Commander in Chief's Road, Egmore.

Approved with the exception of pencil corrections noted within —
V. Mahomed Musthan Saib
21 Feby 79

Barclay
Government Solicitor

L. i. e. N – 54

Co 2588

Govt. of (1879) Madras.

PUBLIC WORKS.

To

Dated

Issued

Recd.

Encl.

G. O., 2 April 1879, No. 1037 W

Nos. 54–55

Late Mr Jones's house at Egmore to be given up from the 30th April 1878, and the S. Engr instructed to enter into a settlement with the owner in full acquittance of all claims against Govt.

Recd Despd 2-4-79

S. E. Mad. Circle
& Examiner
P.W.A.

Despd 23-4-79

4