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(Purchaser).

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Chief Engineer, Public Works Department.

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

Buildings and Roads.
Civil Works.

READ—the following letter from Lieutenant-Colonel E. COLLEN, Secretary to the Government of India, Military Department, to the Secretary to the Government of Madras, Public Works Department, dated Simla, 17th April 1888, No. 724 M.W.:—

I am directed to acknowledge the receipt of your letter No. 60 W., dated the 8th January 1888, and telegram, dated 10th January 1888, relating to the site for a new High Court at Madras.

2. The matter was referred to the Defence Committee as desired, and the Committee have decided to adhere to their previous recommendation that the erection of the building on the esplanade of Fort St. George should not be allowed.

3. This opinion, together with the various reasons which have led the Government of Madras to advocate the selection of the site in question, have been laid before the Governor-General in Council. His Excellency in Council recognises the validity of the objections from a defence point of view to the erection on this site of massive masonry buildings. But after consideration of the reasons given by the Government of Madras in favour of this site and the difficulties in the way of finding any other suitable position; having also read the opinions recorded by Sir F. Roberts, when Commander-in-Chief, Madras Army, and those of the present Commander-in-Chief, Madras, the Governor-General in Council has decided that the advantages to the defence of Fort St. George of keeping the present esplanade clear are outweighed by the other considerations which make it desirable to appropriate a portion of this esplanade as a site for the new High Court buildings.

4. I am to state, therefore, for the information of the Governor in Council, that no further objection will be raised to the erection of the buildings on the site proposed.

ORDER—dated 5th May 1888, No. 1324 W., Public Works.

Communicated to the Consulting Architect to Government, who will arrange for the plans and estimates for new High Court buildings on the esplanade site being submitted for sanction as soon as practicable.

2. The notice inviting tenders for the purchase of the present High Court buildings will be published in successive issues of the *Fort St. George Gazette* until 28th August 1888.

(True Extract.)

(Signed) J. O. HASTED, Colonel, R.E.,
Secretary to Govt., P.W.D.

To the Consulting Architect to Government.
" Superintending Engineer, V Circle.
" Judicial Department.
" Military Department.
" Local and Municipal Department.
" Superintendent, Gazette Press,
with draft notification.

Exd. F. R. Bantleman.

Spare Copies

BUILDINGS AND ROADS.
CIVIL WORKS.

Govt. of {1888} Madras.

PUBLIC WORKS.

Dated May, 5th.

Recd. *Encl.*

G.O., 5th May 1888, No. 1324 W.

MAY

High Court buildings, Madras

Directing the preparation of plans and estimates for the new —, and the publication of a notice inviting tenders for the sale of the old buildings.

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BJA 1482 89/19-5-88

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6. The property will be made over to the successful tenderer on the 1st July 1891, before which time it is anticipated that new buildings for the Courts will be available; but if, from any unforeseen cause, the Government are unable to vacate the premises by that date, rent thereafter at the rate of $7\frac{1}{2}$ per cent. per annum on the amount of the purchase-money will be paid to the purchaser until the buildings are vacated.

7. The purchase-money must be paid in two equal instalments on 1st April 1890 and 1st April 1891. In default, interest at 5 per cent. per annum must be paid until the 30th June 1891, after which the provisions of para. 13 will come into effect.

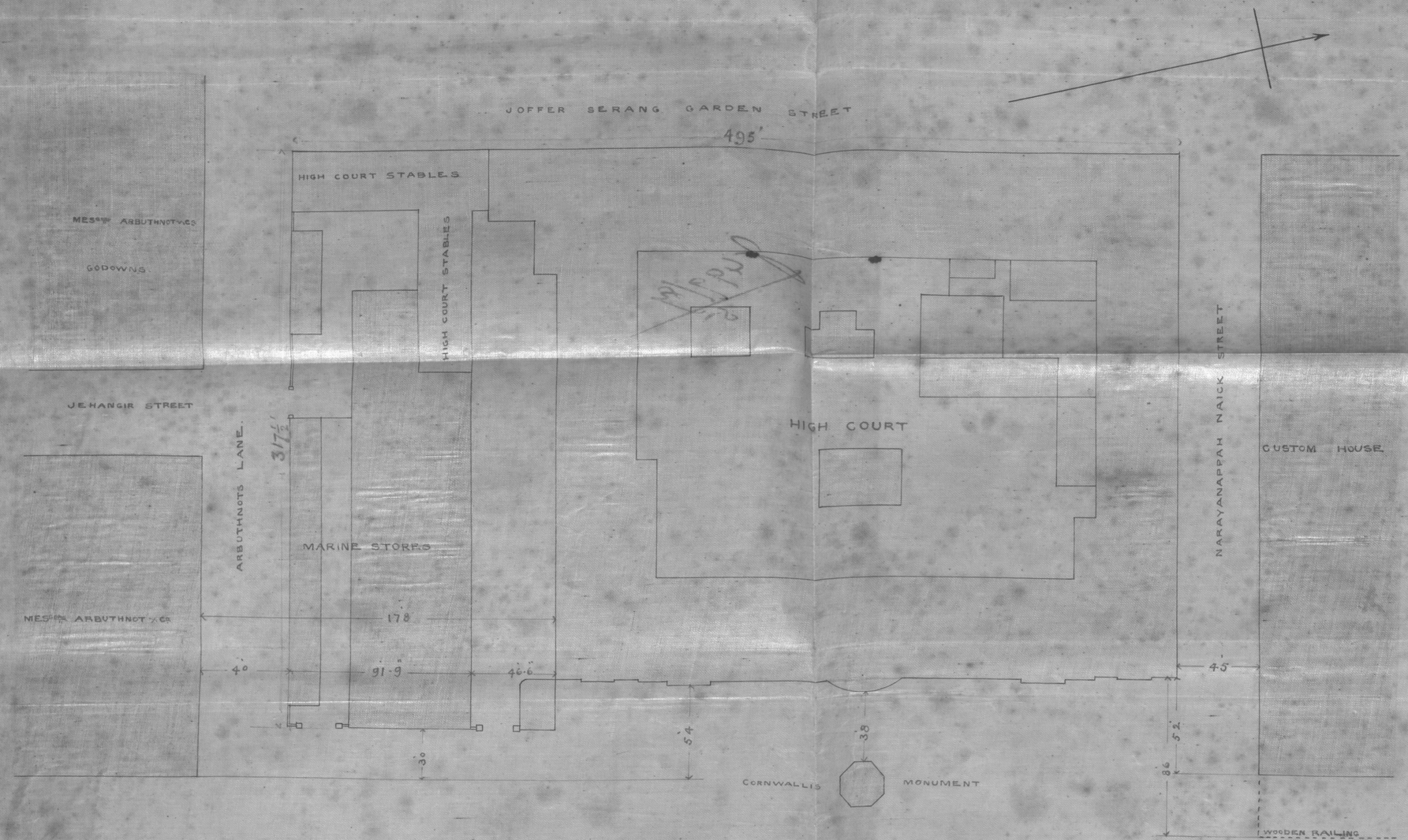
8. The successful tenderer must, within one month from date of acceptance of his tender, execute an agreement to complete the purchase on the terms herein mentioned and in the form subjoined. The deposits of unsuccessful tenderers will be at once returned.

9. The Government reserve to themselves the right of rejecting any or all of the tenders without assigning any reason for so doing.

10. The premises having been in possession of the East India Company and the Government for upwards of fifty years, the purchaser shall not require the production of or investigate, or make any objection or requisition in respect of the title to the premises or any of them, but shall accept an assurance of the same from the vendor, the Secretary of State for India in Council, to the purchaser, his executors, administrators and assigns.

11. The property is believed and shall be taken to be correctly described as to quantity and otherwise and is sold subject to municipal assessment, quit-rent and

SKETCH PLAN TO ACCOMPANY OFFG CONSULTING ARCHITECTS LETTER NO 1763 DATED 2ND MARCH 1886.



W. D. Chumley

Offg Consulting Architect
to Government
March 1886.

SKETCH PLAN TO ACCOMPANY ... CONSULTING ARCHITECTS LETTER ... DATED ... MARCH 1988.

other taxes, rights of way and other easements (if any); and if any error, mis-statement or omission in the particulars be discovered, the same shall not annul the sale, nor shall any compensation be allowed to the purchaser in respect thereof.

12. Upon payment of the whole of the purchase-money, a Secretary to the Government of Madras, on behalf of the Secretary of State for India in Council, will execute a proper assurance of the property to the purchaser, but such assurance shall be prepared, made and done by and at the expense of the purchaser, and such assurance shall be left not less than thirty days before the said first day of July 1891 at the office of the Solicitor to the Government of Madras for perusal and approval on behalf of the Secretary of State for India in Council.

13. The rents or possession will be received or retained and the out-goings discharged by the vendor up to the said first day of July 1891, and as from that day the out-goings shall be discharged and the rents or possession taken by the purchaser, subject nevertheless to the provisions of clause 6 hereof. If from any default on the part of the purchaser the purchase shall not be completed on the said first day of July 1891, the purchaser shall pay interest on the unpaid portion of his purchase money (if any) at the rate of $7\frac{1}{2}$ per cent. per annum from that day until the purchase shall be completed, and shall in no case be entitled to any compensation for the vendor's delay or otherwise.

14. If the purchaser shall insist on any objection or requisition as to title or abstract or evidence of title, particular conditions, conveyance, possession, receipt of rents or otherwise, which the vendor shall be unable or unwilling to remove or comply with, the vendor may by notice in writing to be given to the purchaser or his Solicitor at any time and notwithstanding any negotiation or litigation in respect of such objection or requisition, annul the sale and shall thereupon return to the purchaser his deposit, but without any interest, costs of investigating the title or other compensation or payment whatever, unless such objection or requisition shall be made subsequent to the payment of any part of the purchase-money, in which case the purchase-money, without any interest thereon, shall be returned to the purchaser.

15. If the purchaser shall fail to comply with the above conditions, his deposit shall thereupon be forfeited, and the vendor shall be at liberty to resell the property at such time, in such manner, and subject to such conditions as shall be thought fit by or on behalf of the vendor, and any deficiency in price which may happen, and all expenses attending the resale, shall immediately afterwards be paid by the defaulter to the vendor, and in case of non-payment shall be recoverable by the vendor as liquidated damages.

I

of

hereby acknowledge that on the sale, this day of 1888, of the property mentioned in the foregoing particulars, I was declared to be the purchaser thereof, subject to the foregoing conditions, at the price of Rs.

and that I have paid the sum of Rs. (1,000) one thousand by way of deposit and in part payment of the said purchase-money to the

Secretary and Treasurer, Bank of Madras, and hereby agree to pay the remainder of the said purchase-money and complete the said purchase according to the aforesaid conditions.

As witness my hand this day of

188 .

(Purchaser).

As agent for the vendor, I ratify this sale and acknowledge that the said deposit of Rs. (1,000) one thousand has been paid.

Chief Engineer, Public Works Department.

P. W. Dept.

Notice.

Sealed tenders are invited for the purchase of the buildings on the North Beach Madras, now occupied by the High Court & Small Cause Courts, the adjoining stables, and the Marine Stores, together with the open ground enclosed by ~~the east of~~ the buildings, the whole having a frontage ~~forming a rectangle~~ of 495 feet ~~frontage and 317½ feet in depth~~, and bounded as follows:—

North - Narayanappah Naick Street.

South Arbuthnot Lane.

East. ~~East wall of Marine stores and a line in continuation northwards parallel to~~ the North Beach Road, ~~and terminating at Narayanappah Naick Street.~~

West

west Joffer Servay Garden Street.

2 Ground plan and plan of the buildings can be seen on application at the office of the Consulting Architect to Govt. Chepak.

3 The Municipal tax on the buildings is at present assessed at Rupees 3878

4 Tenders, addressed to the Chief Engineer P. W. Dept. Chepak Madras, will be received up to 12 noon on the ~~1st December 1889~~ 16 January 1888, when they will be opened in the presence of those who may choose to attend.

5 Each tender must be accompanied by a deposit of Rupees 1000 in the shape of a receipt for the amount from the Secretary and Treasurer, Bank of Madras - Cash will not be received.

6 The ~~buildings~~ property will be made over to the ~~purchaser~~ successful tenderer on the 1st January 1891, before which time it is anticipated that new buildings for the Courts will be available; but if, from any unforseen cause, the Govt. are unable to vacate the ~~buildings~~ premises by that date, rent thereafter at the rate of 7½ per cent per annum on the amount of the purchase money will be paid to the purchaser until the buildings are vacated.

7 The purchase money must be paid in two equal instalments, on 1st April 1890 and 1st October 1890.

8 The successful ~~tenderer~~ bidder must, within one month from date of acceptance of his tender, execute an agreement to complete the purchase on the terms herein mentioned and ~~above described~~, in the form subjoined, failing which, the deposit will be forfeited. The deposits of unsuccessful ~~tenderers~~ bidders will be at once returned.

The

9. The Government reserve to themselves the right of rejecting any or all of the tenders without assigning any reason for so doing.

10. The premises having been in possession of the East India Company and the Government for upwards of fifty years the purchaser shall not require the production of or investigate or make any objection or requisition in respect of the title to the premises or any of them but shall accept an assurance of the same from the Vendor the Secretary of State for India in Council to the purchaser his executors administrators and assigns.

11. The property as believed and shall be taken to be correctly described as to quantity and otherwise and is sold subject to all municipal assessment Quit Rent and other taxes

High Court buildings

Notice for tenders

taxes, rights of way and other easements (if any) and if any error mis-statement or omission in the particulars be discovered the same shall not annul the sale nor shall any compensation be allowed to the purchaser in respect thereof.

12 Upon payment of the whole of the purchase money a Secretary to the Government of Madras on behalf of the Secretary of State for India in Council will execute a proper assurance of the property to the purchaser but such assurance shall be prepared made and done by and at the expense of the purchaser and such assurance shall be left not less than thirty days before the said 1st day of Jany 1891 at the office of the Solicitor to the Government of Madras for perusal

perusal and approval on behalf of the Secretary of State for India in Council.

13. The rents or possession will be received or retained and the outgoings discharged by the Vendor up to the said 1st day of Jany. 1891 and as from that day the outgoings shall be discharged and the rents or possession taken by the purchaser subject nevertheless to the provisions of clause 6 hereof. If from default on the part of the purchaser any cause whatsoever the purchase shall not be completed on the said 1st day of January 1891 the purchaser shall pay interest on the unpaid portion of his purchase money (if any) at the rate of 7½ per cent per annum from that day until the purchase shall be completed and shall in no case be entitled to any compensation for the Vendors delay

4

delay or otherwise.

14. If the purchaser shall insist on any objection or requisition as to title or abstract or evidence of title particulars conditions conveyance possession receipt of rents or otherwise which the Vendor shall be unable or unwilling to remove or comply with the Vendor may by notice in writing to be given to the purchasers or his Solicitor at any time and notwithstanding any negotiation or litigation in respect of such objection or requisition annul the sale and shall thereupon return to the purchaser his deposit but without any interest costs of investigating the title or other compensation or payment whatever unless such objection or requisition shall be made

subsequent

subsequent to the payment of any part of the purchase money in which case the purchase money without any interest thereon shall be returned to the purchaser -

15. If the purchaser shall fail to comply with the above conditions his deposit shall thereupon be forfeited and the Vendor shall be at liberty to resell the property at such time, in such manner and subject to such conditions as shall be thought fit by or on behalf of the Vendor and any deficiency in price which may happen and all expenses attending the resale shall immediately afterwards be paid by the defaulter to the Vendor and in case of non payment shall be recoverable by the Vendor as liquidated damages.

I of

hereby acknowledge

Vide Query against Clause 4. 2+1-87.

acknowledge that on the sale this ~~1st~~ 16th day of ~~December~~ January 188~~7~~8 of the property mentioned in the foregoing particulars I was declared to be the purchaser thereof subject to the foregoing conditions at the price of Rupees and that I have paid the sum of Rs. 1000 by way of deposit and in part payment of the said purchase money to the Secretary and Treasurer Bank of Madras and hereby agree to pay the remainder of the said purchase money and complete the said purchase according to the aforesaid conditions

As witness my hand this day of 188~~7~~8

(Purchaser)

As Agent for the Vendor I ratify this sale and acknowledge that the said deposit of Rs 1000 has been paid.

Chief Engineer Public Works Department Madras

B. № 2831 W dy 22-10-87
G.O. 2707 W " 13-10-87
№ 557 D " 12-9-87
" 284 D " 1-7-87
" 455 D - 20-8-87
" 2650 C - 9-8-87
" 372 D - 21-7-87
~~C.S 3674~~
Public 653 " 24-6-73
" 893 " 26-8-73
" 569 " 2-6-73
C.E. Nos. 380
" 345

No. 589

Madras 28th October 1887

From,

Ernest Barclay,

Government Solicitor,

Madras.

To,

The Secretary to Government

Public Works Department

Madras.

Sir,

1. I am in receipt of your letter of the 22nd instant No. - 2831 W

2. I return herewith the draft notice of the intended sale of the High Court premises and calling for tenders for the purchase of the same, received with your letter of 1st July last No. 284 D - and the plan which accompanied the draft notice. I have made several alterations and additions to the notice, including conditions which, I think, it would be advisable to impose on the purchaser.

3. At the foot of the notice you will find a form of agree--ment to be signed by the purchaser. This agreement should be pub--lished with the notice and conditions, and it would be ~~be~~ as well to have a copy of the notice with the conditions and agreement - ready so that the successful tenderer may at once sign the agree--ment when he is informed that his tender is accepted. The agree--ment to be signed by the purchaser will have to be stamped with 8 annas. This should be done before hand, but, the expense of stamping the document should be borne by the purchaser

I am, Sir,
Your Obedient Servant

notice of agreement ready
here for execution on
receipt of the orders
of Govt.

WCR
13.8.88

D.W.

Schools probably be in readiness
myself on the 1st Sept. & have
written both Mr Barlow if the
Committee can sit on 31st or 1st.

Seen
WCR
15.8.88.

WCR
15.8.88

Mrs Vendeni received

Seen
1/9/88.

To W

According to the advertisement now appearing in the Port St George Gazette, tenders for the purchase of the High Court buildings are to be opened at the Ch. Engrs Office at 12 noon on the 1st Sept.

I propose with your approval, to open such tenders as may be received in the presence of those who may choose to attend, and to at once send on the documents to you, for the orders of Govt.

The agreement at the end of the notice must be executed by the successful tenderer within one month from date of acceptance of his tender - I shall have ready by that

S.A.W.

C. No: 8699/87.

(23)

I have seen that the suggestions in para 3 of the Govt Solicitor's letter are attended to. The paper might be kept for reference with the file of the High Court papers, which will be over for disposal hereafter.

A.S.
7.V.88

Dc Please return this file when complete has been entered in the Covers.

Cs
19/5

Ldr Returned
WP
19/5/88

To L.O. until
1.8.88, & to be
then brought forward.
Cc
25.5.88

Copy of agreement with Govt. Solicitors letter submitted.

Para 8 of the notice says that the agreement must be executed within one month of acceptance of the tender, but the Govt solicitor advises everything be kept ready, so that the successful tenderer might sign at once.

I have only posted proof procuring the stamp because no tenders have come in - but if approved I shall have one ready before Saturday. The agreement I have had ready for some

Yes. (Granted subsequently) The Govt to be informed.

W.V.S. days.

29.9.44

Part I & II Entering

No 1324 W dy 5.5.88.

A

PWC No 8699

Draft notice of the proposed sale of the High Court premises - Madras

Ordered that the notice as amended, be published in six successive issues of the Fort St George Gazette, and that an advertisement calling attention to it be inserted in the leading newspapers in Madras.

WCM
2.11.87

Jou
3/11/87

Rg 31.10.87

31-+87 E.2

(+1 plan)

Council.

Is the day for completion 1 Jan 91 or 1 Jan 90? I was under the impression that two full years wd suffice to complete the building.

PPH
4 Nov

The gazette may as well get the advertisement into type so that it may appear on Tuesday if so determined at Council

No. 1482 dated 19th May 1888

B

Recorded with Uperme Dept. No 1324 W dy 5.5.88.

WCM
15.5.88

Jou 17/5/88

Govt. Solicitor
C.A. to Govt
S. Eo. V circle
Exr. P.W. Works
Judl: Dept.