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MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No. 1201	Press Mis.
204-DS	
Dated 17 4 18	

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*Proceedings of the Madras Government, Public Works Department,
17th April 1867.*

No. 404. Read the following Proceedings of the Madras Government in the
Judicial Department:—

Communicating letter from the Civil and Session
Judge of Madura, intimating that there is no
necessity for removing the Civil and Session
Court from the building in which it is held,
and stating that the Lying-in-Hospital Bungal-
low is altogether unsuited for such a Court. (Here enter 10th April 1867, No. 575.)

No 405. ORDER THEREON, 17th April 1867, No. 1,201.

CIVIL WORKS, No. 35.

Communicated to the Superintend-
ing Engineer of the 8th Division.

(True Extract.)

(Signed) CHARLES A. ORR, Colonel, R. E.,
Secretary to Government.

To the Superintending Engineer, 8th Division.

*Proceedings of the Madras Government, Public Department,
7th March 1867.*

Read the following papers :—

No. 28. From G. McWATTERS, Esq., Acting Head Assistant Collector in charge, Madura, to the Secretary to Government, Fort Saint George; dated Madura, 19th January 1867, No. 97.

With reference to the Proceedings of Government on Mr. Lvinge's report on the management of the funds belonging to the Lying-in-Hospital and Civil Dispensary at Madura for the official year 1864-65, I have the honor to state that the bungalow built from the above funds has cost Rupees 16,000, including the outlay on account of the subsequent improvements made to it, the rent of which has been raised from Rupees 90 to Rupees 105 per month. The bungalow, therefore, now returns an annual rent of Rupees 1260, being little less than eight per cent. There are very few bungalows at Madura available for Europeans; they are, consequently, always in great demand. I have, therefore, every reason to hope that this bungalow will hardly be vacant at any time. Making, however, an allowance for any such contingency, and also for repairs which will be required, if required at all, but to a slight extent yearly, as the bungalow has been well built with good materials,*

* Vide letter of the Assistant Executive Engineer, dated 1st December 1866, sent herewith.

I am confident that the Institutions will always have an annual net income from it of not less than six per cent. on the sum expended.

2. As regards the investment of 50,000 Rupees, observed by the Government in paragraph 3, I beg to inform that Rupees 40,000 were lent, at six per cent., to the Zemindar of the Shevagherry Estate, in the Tinnevely District, on the security of a portion of his valuable lands, for fifteen years. The Zemindar has executed a Bond on the necessary stamp paper, and continues to pay the interest thereon regularly according to its terms. Rupees 10,000 were lent to a wealthy merchant at Madura, at the above rate of interest, on the condition of the sum being repaid on demand, on a month's notice.

3. Since receiving Government Order, dated 29th November 1865, I have demanded the payment of all these loans. The Chetty has already paid the sum of 10,000 Rupees, together with the interest thereon, and the Zemindar has promised to discharge his debt within a very short space of time.

4. The 10,000 Rupees received from the Chetty will be invested in Government paper as soon as possible; and on the Zemindar's discharging his debt, which I am confident will be very soon, the same course will be taken with regard to the 40,000 Rupees.

From the Officer in charge of 1st Range, P. W. D., Madura, to the Collector of Madura; dated Madura, 1st December 1866, No. 206.

I regret circumstances beyond my control have prevented my submitting the revised estimate for the Lying-in-Hospital bungalow, which I have now the honor to forward.

Rupees 1000
ENCLOSURES 2
Revised Estimate 1
Original do. 1

2. Agreeably to the instructions of the Superintending Engineer, conveyed in Memorandum

*Proceedings of the Madras Government, Public Department,
7th March 1867.*

dum, No 912, dated 8th September, I inspected this building, and, in my opinion, to make it quite water-tight, it is necessary that the repairs now provided should be executed.

3. It is a substantial building; and, bearing in view the ruling rates of material and labor, I have no hesitation in stating that it could not be built for Rupees 15,000, the price it is now offered for sale. I would suggest its being purchased by Government for a Civil and Session Court, an office much needed, instead of the present dilapidated building in which it is now held. Very slight alterations would provide the requisite accommodation.

4. There has been some outcry against this building, but in an exaggerated form, for I am certain the parties could never have examined it. It is not, perhaps, known to them, that its construction was too zealously pushed on by day, and night too, to oblige a gentleman, and to win approbation; and as two storied buildings should not be run up too quickly, the result was a subsidence in places of the terraces and leakage. This is a frequent result even in *terraced* buildings, undertaken solely by professional officers, and, in the present case, it must be remembered that the Department Public Works also contributed its quota of constant supervision and inspection. I, therefore, consider it unfair to cast the blame of any failure on any single individual.

5. I beg to return the original estimate, which did not provide for all that was necessary, and the rates are too low.

No. 29. From G. McWATTERS, Esq., Acting Head Assistant Collector in charge, Madura, to the Secretary to Government, Fort Saint George; dated Madura, 19th January 1867, No. 107.

I have the honor to submit, herewith, a Statement showing the receipts and disbursements on account of the Lying-in-Hospital, and for feeding poor persons resorting to the Civil Dispensary, for the past official year.

2. It will be observed that the dieting and other charges in both the Institutions amount to Rupees 3049, exceeding those of the year preceding by Rupees 294. The Charities are improving, the usefulness of which is being appreciated by the people here.

3. In the Lying-in-Hospital, thirty-eight women were admitted and supported for about two months each; thus, the number of patients who have received diet and batta up to the end of April 1866 has been 1851.

4. In the Civil Dispensary the number of daily dicted patients has been 10,406.

5. Certain improvements having been made to the bungalow at Sendapetta, its rent was raised from 90 Rupees to Rupees 105; thus, the two Charities have at present a monthly income of Rupees 355, viz., Rupees 250 interest on the loans, and Rupees 105, the rent of the bungalow.

6. Agreeably to Government Order, dated 29th November 1865, it being considered advisable to invest the sums of this Institution in Government paper, payment of the sum of 50,000 Rupees lent on landed and personal security has been demanded. Of this, 10,000 Rupees have been received, and the remaining 40,000 Rupees are expected in a short time.

*Proceedings of the Madras Government, Public Department,
7th March 1867.*

STATEMENT of receipts and disbursements on account of the funds of the Lying-in-Hospital and Civil Dispensary, for the Official year ending on the 30th April 1866.

Items.	Amount.			Total.		
	RS.	A.	P.	RS.	A.	P.
Balance on the 30th April 1865...				50,217	5	10
<i>Receipts.</i>						
Interest on the sum of Rupees 50,000 lent at 6 per cent	2,250	0	0			
Rent of the Bungalow	1,136	2	0			
Sum borrowed from other Funds.	1,177	5	9	4,563	7	9
				54,780	13	7
<i>Disbursements.</i>						
For building certain out-houses in Lying-in-Hospital...	414	7	9			
For keeping Tatties and constructing a well in the bungalow at Sendapetta...	1,002	3	10			
For preparing a Punkah for do.	132	0	0			
For purchasing a water pump	150	0	0			
For printing notices.	17	11	0			
Pay of a Writer in the Huzoor for keeping the accounts connected with the Charities from May to September, at 3 Rupees per month...	15	0	0	1,731	6	7
<i>Expenditure in Lying-in-Hospital.</i>						
Dieting charges	237	6	0			
Establishment charges...	480	14	9			
Contingent charges for purchasing lamp and cocoanut oil, and other sundry articles...	66	7	4	784	12	1
<i>Expenditure in the Civil Dispensary.</i>						
Dieting charges	1,796	3	3			
Establishment...	468	7	8	2,264	10	11
Total disbursement...				4,780	13	7
Balance...				50,000	0	0

MADURA,
19th January 1867.

(Signed) G. McWATTERS,
Ag. Head Asst. Collector,
in Charge.

No. 30. From G. F. FISCHER, Esq., Madura, to the Chief Secretary to Government, Fort Saint George; dated Madura, 31st December 1866.

I am one of the earliest promoters of the establishment of the Lying-in-Hospital at Madura, and a subscriber to its funds, and have always taken a deep interest in its welfare.

2. Hearing that, on the 15th ultimo, at a Meeting of its Committee, certain resolutions were passed detrimental to the interests of the Institution, I, on the 17th idem, addressed the Secretary, asking for a copy of those proceedings, but compliance with my request has been evaded by him; he, on the 21st idem, informing

me that he had requested the instructions of the President as to furnishing me with the copy I applied for, and not since furnishing me with it.

3. The Government supply a Nurse to the Institution, and pay a moiety of her salary, viz., 25 Rupees per mensem, and are the natural guardians of this as of other Charities. I, therefore, beg the interference of Government to enforce the giving of some publicity to the proceedings of this Institution; for, although the internal management of its affairs may perhaps be safely left to a Committee, I conceive that there should be some check upon the appropriation of its foundation funds, and believe that these funds have been illegally and improperly invested, and that, therefore, prior to the departure of the President of the Committee from the district, who chiefly dealt with these funds, some arrangement more just and lawful, and more satisfactory to the subscribers, should be made to secure to the Institution the money subscribed to it, amounting to about 75,000 Rupees.

Referred to the Principal Inspector General, Medical Department, for report.

FORT SAINT GEORGE,
8th January 1867.

(Signed) J. GROSE,
Under Secretary to Government.

No. 60.

No. 31. MEMORANDUM.

The accompanying correspondence is forwarded to the Chief Secretary to Government, in reference to letter from Mr. Fischer, referred with the Under Secretary's endorsement, in the Public Department, of the 8th ultimo.

Letter from Acting Zillah Surgeon, Madura, No. 12, of 9th Feb 1867.
Letter from ditto to Supg. Engineer, Madura, No. 5, 22nd Jan. "
Letter from Supg. Engineer, Madura in reply No. 1914, 8th Feb. "
Letter from G. F. Fischer, Esq., to Zillah Surgeon, dated 17th Jan. "
Letter from Acting Zillah Surgeon, Madura, No. 14, of 12th Feb. "
Letter from Acting Collector to ditto, No. 118, dated 21st Jan. "
Tamil Mortgage Deed.

FORT SAINT GEORGE,
20th February 1867.

(Signed) J. SHAW,
Principal Insp. Genl., Medl. Dept.

From Surgeon J. M. JOSEPH, L. L. D., Acting Zillah Surgeon, Madura, to the Deputy Inspector General of Hospitals, Southern Division, Trichinopoly; dated Madura, 9th February 1867, No. 12.

I have the honor to acknowledge the receipt of your Memorandum, No. 79, dated the 14th instant, forwarding a letter from G. F. Fischer, Esquire, dated the 31st December 1866, to the Chief Secretary to Government, and referred by Government to the Principal Inspector General, Medical Department, as well as, Memorandum, 87, from the Secretary to the Principal Inspector General, Medical Department, dated the 9th instant, requesting me to report fully thereon.

2. I have now the honor to submit the following report for the information of Government.

3. The Civil Dispensary of Madura was established in the year 1842, and the Lying-in-Hospital was opened for the reception of patients in September 1863.

4. The proposal of the establishment of a Lying-in-Hospital originated from Mr. Colbrook in the year 1859, who was then the Zillah Surgeon, and Mr. T. Clarke, the Collector of Madura; the latter gentleman recommended the proposal to Government, and obtained its sanction to raise subscriptions for its establishment, and a sum of Rupees 2498 was collected.

5. In February 1860, Mr. Levinge joined the District as Collector, and took much trouble in prominently bringing to the notice of the Poligars and the Native inhabitants of the District

the benefits and advantages of the Civil Dispensary to the public, and the interest which Government took in it.

6. The subscriptions collected by him amounted to the very handsome sum of Rupees 67,442, which, when added to the amount already in hand, increased the funds to Rupees 73,569.

7. I believe Mr. Levinge originally intended the interest of the money thus raised to be chiefly applied for the support of the Civil Dispensary, and that only such portions of it as could be spared should be given to the Lying-in-Hospital.

8. Out of these funds, on the 29th January 1863, Mr. Levinge, before his recommendation to Government for the appointment of a Managing Committee, lent the sum of 40,000 Rupees for a period of 15 years, at the rate of 6 per cent. per annum interest, to the Zemindar of Shevagherry in the Tinnevely District, on the mortgage of certain portions of the Zemindary lands, the validity of which mortgage now appears to be very questionable. Although the money was lent for the long term of 15 years, yet the Mortgage Bond contains the following clause, "should I fail to pay the principal at the time stipulated, 1877, or should you hear, instead of my being anxious to clear the debts upon the Zemindary, I am contracting other debts, you are at liberty at any time during the period specified in this Bond to ask for repayment of the 40,000 Rupees principal, and I am to repay it within four months from the date of demand, and take back this Bond."

9. On the 23rd July 1863, another sum of 10,000 Rupees was lent to one Arnachellum Chetty, also at the rate of 6 per cent. per annum interest, but not upon any security whatsoever, and on the condition of its being repaid on a month's notice being given. This amount was recovered from the Chetty on the 3rd of January 1867.

10. On the 10th September 1863, the building of a bungalow, known as the bungalow of the Lying-in-Hospital, was commenced, on the ground allowed by Government in their Proceedings of the 10th November 1863, No. 2021, Revenue Department, under the direct superintendence of Venkatasawmy Naidoo, the Sheristadar of the Collector's office, which was completed on the 14th December 1864, at a cost of Rupees 13,645-4-7.

11. From the date of its completion up to this day, the sum of Rupees 1088-12-6 has been expended on repairs.

12. A further sum of Rupees 1299-9-7 has been laid out on what are called improvements. The improvements and repairs were also carried on under the immediate superintendence of Venkatasawmy Naidoo.

13. From the above statement, it will be seen the total cost of the bungalow is Rupees 15,963-10-8.

14. The improvements made were as follows:—

	RS.	A.	P.
"Preparing Punkahs.....	259	2	5
Preparing Tatties.....	593	14	4
Constructing a well.....	129	15	11
Preparing door frame with doors for the bungalow compound.	72	6	7
Preparing ladders, &c.....	24	2	4
Purchasing water pump.....	150	0	0
Total.....	1,229	9	7"

15. As there has been a great outcry raised against the manner in which this bungalow was built, the materials used in its construction, and the prices charged for those materials, I deemed it but fair to all parties to take the opinion of a professional Engineer about it, and accordingly addressed a letter on the subject (marked A) to Captain H. L. Prendergast, the Superintending Engineer of the District. His reply (marked B) is herewith submitted.

16. On the 19th December 1863, Mr. Levinge addressed a letter, No. 880, to the Chief Secretary to Government, in paragraph 7 of which letter he reported that out of the funds col-

lected he had lent on mortgage, on good security, the sum of Rupees 40,000, at 6 per cent interest; Rupees 10,000 to a Chetty at the same rate of interest; and that Rupees 10,000 was being laid out on the building of a bungalow in Madura, which he hoped would yield a rent giving 6 per cent. per annum.

17. In paragraph 9 of the same letter, he requested Government to permit the funds to be deposited in the Public Treasury, to be managed by the Collector of the District for the time being, the same being brought into the Public Accounts—a report of management of receipts and disbursements being made to Government periodically, and suggested the appointment of a permanent Committee of Management, giving the names of 38 gentlemen whom he wished the Government to appoint.

18. In paragraph 3 of the Order passed by Government on the above letter, 15th March 1864, No. 347, Public Department, the Government approved the course proposed by Mr. Levinge for the investment and management of the funds, and in paragraph 5 appointed the gentlemen nominated by Mr. Levinge to form a Committee for the management of the Civil Dispensary and Lying-in-Hospital.

19. On the 23rd October 1865, Mr. Levinge, in a letter, No. 1835, to the Chief Secretary to Government, submitted a Statement, in compliance with paragraph 4 of the Government Order, under date the 15th March 1864, No. 347, showing the receipts and disbursements on account of the Lying-in-Hospital and Civil Dispensary, and containing the financial transactions of the two Charities up to the end of the official year 1864-65, from the time of their institution.

20. In paragraph 6 of the above letter, Mr. Levinge again brought to the notice of Government the investment of the fifty thousand Rupees, viz., forty thousand to the Zemindar, and ten thousand to the Chetty, at the rate of 6 per cent., per annum, and in paragraph 7 intimated that the bungalow had been rented at the rate of 90 Rupees a month.

21. In paragraph 2 of the Orders of Government on this letter, passed on the 29th November 1865, No. 1227, Public Department, the Government doubted whether the building of a bungalow at a cost of Rupees 14,024 (now Rupees 15,963-10-8) was an economical investment of the funds, and remarked that the returns were not sufficient for house property, as repairs were to be provided for, and the house might not always be tenanted.

22. In paragraph 3, Mr. Levinge was requested to furnish the particulars of the mode in which the capital sum of Rupees 50,000 was invested, and was told that the proper mode of investing such funds was in Government Securities, and that this rule was not to be departed from without quite sufficient cause.

23. This information was not furnished to Government till the 19th January 1867, when Mr. McWatters, the Acting Head Assistant to the Collector in charge of the Office, addressed a letter, No. 97, to the Chief Secretary to Government on the subject. He informed the Government that the Chetty had paid the 10,000 Rupees, and that it would be invested in Government Securities as soon as possible; that the Zemindar had also been called upon to discharge his debt of 40,000 Rupees, and that he had promised to do so within a very short time, and on the receipt of which it would also be placed in Government Securities.

24. Such portions of the proceedings of the Committee of Management as were thought by the President of sufficient importance to be made public were, from time to time, published in the *District Gazette* of Madura.

25. I have very carefully gone through the whole of the proceedings of the Committee of Management of the Civil Dispensary and Lying-in-Hospital, from its first Meeting on the 12th December 1864 up to date, and I have much pleasure in stating that, on the whole, I think the income of the two Charities has been judiciously employed.

26. A letter from G. F. Fischer, Esq., marked C, in reply to one from me, requesting further information on the investment of the funds of the above Charities, is, as requested by that gentleman in the last paragraph of his letter, herewith forwarded to Government.

A.
From the Acting Zillah Surgeon of Madura, to Captain H. L. PRENDERGAST, R. E., Superintending Engineer, Madura; dated Madura, 22nd January 1867, No. 5.

Having been called upon to make a full report to Government on the investment of the funds of the Lying-in-Hospital and Civil Dispensary of Madura, I have the honor to request that you will do me the favor to give me, as early as practicable, your professional opinion respecting the Lying-in-Hospital Bungalow, built in the year 1863-64, and now in the occupation of Mr. Cotton, on the following points—

1st. Whether you consider the building to be a substantial one, and built with such materials as would have cost the sum of 16,000 Rupees.

2nd. Whether the roofs and other portions of the building are in a safe state, and will not require repairs for a considerable period.

B.
From Captain H. L. PRENDERGAST, R. E., Officiating Superintending Engineer, 8th Division, to the Zillah Surgeon, Madura; dated Kockarakolam, 8th February 1867, No. 1914.

In reply to your letter, No. 5, of the 22nd ultimo, I have the honor to inform you that I have had an accurate valuation estimate made of the house occupied by Mr. Cotton, which shows that the building, as it stands, would have cost 16,000 Rupees, if constructed by this Department.

2. The house is in a safe state, for the foundations are laid on hard soil, and the walls and terraces are not cracked. I am informed that the house was built somewhat hurriedly, and principally during the monsoon time, in two successive years; the wood for the roofs also was green, and unseasoned; and as the upper terrace roof did not throw off the rain water freely, the rooms leaked a good deal.

3. Since, repairs were carried out. There seems no reason to doubt that the house will not require more repairs for a considerable period.

C.
From G. F. FISCHER, Esq., Madura, to the Acting Zillah Surgeon, Madura; dated Madura, 17th January 1867.

I beg to acknowledge the receipt of your letter of the 16th instant, requesting me to give you any information in my power regarding the investment of the 75,000 Rupees Foundation Funds of the Lying-in-Hospital, and, in reply thereto, I beg to inform you that I referred chiefly to the expenditure of about 15,000 Rupees in the erection of a bungalow at Madura, and to the loan of 40,000 Rupees on a Bond from the Zemindar of Shevagherry, in the Tinnevely District, when, in my letter to the Chief Secretary to Government, on the 31st ultimo, I stated that I believed that the funds of the Institution had been illegally and improperly invested, and observed that there should be some check upon the appropriation of these funds, and requested that Government would interfere to enforce the giving of some publicity to the proceedings of the Committee.

2. As the money contributed to the Lying-in-Hospital was intended, I believe, to be a permanent source of income to the Institution, I cannot conceive how any Officer of Government acting on his sole responsibility could, under any circumstances, be justified in at all risking the capital, by appropriating it otherwise than by laying it out in the purchase of Government Securities, or in some of the usual and legal modes of investing Trust Funds, especially an Officer having for his guidance the instructions in reference to Endowment Funds "for public and beneficial purposes," contained in Regulation VII of 1817, and in Act XVII of 1843, Section 2, for the investment of similar Trust Funds, and in Regulation V of 1804, Section 16, Clause I, which, in reference to the

disposal of the Trust Funds of a minor ward, directs that any appropriation of surplus funds, even in the purchase of land or public Securities, first obtain the sanction of the Court of Wards.*

* Also C. O., Board of Revenue, 16th July and 8th August 1829, regarding Judicial Funds.

3. Regarding the 15,000 Rupees represented by the Lying-in-Hospital bungalow at Madura, I would observe that I believe that a very great part, if not the greater part, of this sum is altogether lost to the Charity. The accounts of receipts from the rent of the bungalow, after making some allowance for cost of repair and occasional reconstruction, already begun and costing almost

1000 Rupees, will show that the building has not yielded clear profit of 5 per cent. on the outlay, and I believe also that the building is so ill-constructed that its stability is very questionable, and that it cannot be relied on as a permanent source of income to the Charity, and I am confirmed in these opinions, if they ever needed confirmation, by the fact, although that the bungalow was lately advertised for sale at a sum below its cost to the Institution, though the ground, a very eligible site, was given gratis to the Institution, no tenders were received for its purchase.

4. I regret that, in writing to you respecting the loan of the 40,000 Rupees to the Zemindar of Shevagherry, I cannot do so with as much minuteness as I would wish, in consequence of the transaction having been one into which the Collector, Mr. Levinge, entered on his sole responsibility, without, I believe, the previous sanction of the subscribers, and without any Proceedings on record showing the original withdrawal of this very large sum from the funds. This point, however, you can easily ascertain by a reference to the records, but I am satisfied that, though it has been usual to acknowledge from the commencement, in the *District Gazette*, subscriptions from subscribers, and subsequently to publish the Proceedings of the Committee, even when they related to very trivial matters, no intimation of this important loan, either before or after it was made, was given to the subscribers, and I fear not even to Government until after the money had been so appropriated by Mr. Levinge.

5. I beg to direct your attention also to the fact that, even subsequent to the loan, it was not likely that any of the Members of the Committee would, as such, dispute the propriety of it, because out of the working Members of the Committee nominated by Mr. Levinge, and appointed by Government, Mr. Levinge, being Collector, Venkatasawmy Naick, being the Collector's Sheristadar, and Somasundra Moodelliar, being the Tahsildar of Tirumungalum, are all Revenue Officers, the two latter directly under the Collector; and of the two Members not in the Service, Audimoolum Pillay is a mere man of straw and entirely the creature of the Sheristadar, so that they alone could always constitute a majority, and the other non-official Member, Akamah Naick, being not a very strong minded man, the interests of the Institution were entirely in the hands of Mr. Levinge, who I am informed usually regarded the Zillah Surgeon and Native Surgeon, ex-officio Members, as necessary in the Committee merely to give a medical opinion occasionally when it was required to regulate the internal management of the Institution, without the power of questioning the acts of the Collector prior to their nomination.

6. Respecting Audimoolum Pillay, whom I referred to as the creature of Venkatasawmy Naick, the Secretary of the Lying-in-Hospital and Sheristadar of the Collector, I would further inform you that, at the time of this loan, he had a contract of this very Zemindary of Shevagherry, which contract I have sufficient reason to believe is held by him for the benefit of Venkatasawmy Naick, the Secretary of the Hospital, who, being a Sheristadar, could not enter into the transaction in his own name, so that the object of the appointment of Venkatasawmy Naick and Audimoolum Pillay in the Committee very soon after the loan of this 40,000 to the Zemindar of Shevagherry, especially when the relationship in which Audimoolum Pillay stands to the Zemindar on the one hand, and to Venkatasawmy Naick in the other, is taken into consideration, is very apparent, and the nomination money, but also, perhaps, to justify a suspicion of fraud in one or more of those who, after the loan, became Members of this Committee.

7. I have not had an opportunity of seeing either the original, or even a copy, of the Lease Bond, and not only was the fact of the original loan kept a long time a secret, but the terms of it have not yet become sufficiently public to enable me to ascertain them with any degree of accuracy; but as it, perhaps, is to be found among the records of the Institution, you can easily correct any error I may make in writing on this point, and I beg you will also take no notice whatever in your report of any observations arising out of such erroneous information as I may have received.

8. The loan, I believe, is on the security of a portion of the Zemindary, and, therefore, I would also direct your attention to the fact that the decisions of the High Court at Madras, noted marginally, clearly indicate that a Zemindar has only a life interest in his estate, and has not the power to prejudice the interest of any of

S. A. 114 of 1863, I Stokes p. 349.
R. A. 51 of 1868, I Stokes, p. 455.
R. A. 42 of 1863, II Stokes, p. 128.
R. A. 23 of 1865, III Stokes, p. 5.
R. A. 32 of 1865, III Stokes, p. 67.

his heirs or successors therein, either by alienation of any part thereof, or by an assignment or lien on the prospective income of the Zemindary beyond the term of his own life. Even the precaution of a collateral security, in the shape of an Insurance for the 40,000 Rupees on the life of the Zemindar, has not been taken, or any other collateral security whatever; on the contrary, special pains seems to have been taken in settling the terms of this loan to make the whole amount a certain loss to the Institution, by expressly providing that the money shall be repayable 10 years, some say 20 years, after the date of loan, by a man who has passed the prime of life, and who is, by no means, in sound health, and, what is far worse, who is, as I know perfectly well (his affairs having passed through my hands at one time) in a chronic state of hopeless insolvency.

9. I am further informed that the rate of interest allowed on this sum is only six per cent., a rate so very little above that obtainable in Government Securities, and so far below what may be realized by other comparatively safe investments, that I am at loss to conceive how such a transaction can ever be satisfactorily made to appear a *bona-fide* one, or what reason, ostensibly fair at least, can be assigned for hazarding to no purpose beneficial to the Institution the chief portion of its foundation funds.

10. I regret very much to have found it necessary so explicitly to lay before you assertions reflecting on the conduct of the President and some other Members of the Committee in reference to the two investments of 15,000 and 40,000 Rupees, respectively, especially the latter investment, but I have done so because, as a stranger to this town, you would perhaps not otherwise for some time to come have known all the particulars of these two transactions, and because, as a duty to a charitable Institution, I feel bound to impress upon your mind the necessity of a most careful examination of the manner in which the trust funds of the Charity have been applied since 1863, with a view, if possible, to the recovery of these two sums and similar ones, any mishap entailing the loss of such an amount as 55,000 Rupees being, not only fatal to the interests of the Institution, but also destructive of all confidence in those appointed by Government to manage such Charities, and calculated, moreover, to stifle in their very birth the benevolent intentions of those who are disposed to aid in the establishment and support of this and similarly beneficial public Institutions.

11. I need only add that I am willing to give you any further information that you may require in the course of the preparation of your report, and shall feel obliged by your submitting to Government this letter with your report.

No. 275.

MEMORANDUM.

Submitted to the Principal Inspector General, Medical Department, with reference to Memorandum, No. 87, of 9th ultimo, with enclosure herewith returned.

TRICHINOPOLY,

13th February 1867.

(Signed) J. A. REYNOLDS,

Dy. Insp. Genl.; S. D.

To the Secretary, Principal Inspector General, Medical Department, Fort Saint George.

From the Acting Zillah Surgeon, Madura, to the Deputy Inspector General of Hospitals, Southern Division, Trichinopoly; dated Madura, 12th February 1867, No. 14.

In forwarding my report, dated the 9th instant, on the investment of the funds of the Lying-in-Hospital and Civil Dispensary of Madura, I omitted to forward the Mortgage Deed of the Shevagherry Zemindar. I have now the honor to forward copy of that Deed, together with copy of a letter from the Acting Collector, No. 118, dated the 24th January 1867, from which it will be seen that the extent of the lands on which the sum of 40,000 Rupees was advanced is not inserted in the Deed.

From the Honorable D. ARBUTHNOTT, Acting Collector of Madura, to the Acting Zillah Surgeon, Madura; dated Madura, 24th January 1867, No. 118.

I have the honor to enclose copy of the Bond referred to in your letter, dated the 21st instant, No. 3, and to state that the extent of the lands hypothecated is 1006-5-1 1/2 Cottahs of land. This has been omitted, through an oversight, in the Bond.

*Proceedings of the Madras Government, Public Department,
7th March 1867.*

2. The sum of Rupees 10,000 was lent on the 23rd July 1863, and repaid on the 3rd January 1867.

(Countersigned) J. A. REYNOLDS,
Dy. Inspector General, S. D.

No. 32. ORDER THEREON, 7th March 1867, No. 238.

The Statement of receipts and disbursements of account on the Lying-in-Hospital and Civil Dispensary at Madura during the past official year, submitted with the second of the foregoing letters, shows that the sphere of usefulness of these charitable Institutions, which have been so liberally supported by the wealthy Native community, has been extended, and that they are more thoroughly appreciated by the classes for whose benefit the Charities are intended.

2. In the Lying-in-Hospital, 38 women were admitted and supported, and 1851 patients received batta and diet. In the Civil Dispensary 10,406 patients have been dictated.

3. It is stated in the letter of the Acting Head Assistant in charge that the Zemindar of Shevagherry has promised to repay the 40,000 Rupees lent to him, within a very short space of time. The Government desire to be informed more particularly as to the steps which have been taken to ensure a speedy repayment of this sum, it being now more than a year since they requested to be furnished with particulars of the mode in which the capital sum of 50,000 Rupees was invested, and expressed the opinion that Government Securities are the proper investment for moneyed capital. The sum of 10,000 Rupees, lent to a merchant, has, it appears, been realized, and is to be invested in accordance with the directions of Government. Mr. Arbuthnott will submit, with as little delay as possible, a full report in regard to the loan of the sum which still remains to be realized, and on the other points noticed in the letters addressed by Mr. Fischer to the Government and to Surgeon Joseph.

4. With regard to the bungalow, the Government, in November 1865, expressed a doubt whether this building had been an economical investment of the funds of the Charity, remarking that $7\frac{3}{4}$ per cent. was not a sufficient return for house property, when repairs have to be provided for, and when it is not certain whether the house would be always tenanted.

5. The building originally cost 14,024 Rupees, and in 1865 was let at an annual rent of Rupees 1080. With the repairs since executed, it has cost in all Rupees 16,000, the annual rent being now raised to Rupees 1260, or a little less than eight per cent. As there seems to be reasonable ground for supposing that the building will always be occupied, the Government are inclined, on re-consideration, to doubt the expediency of offering the building for sale.

6. The suggestion made by the Assistant Executive Engineer, that the bungalow should be purchased by Government for the purposes of a Civil and Session Court House, will be considered in the Judicial Department.

7. The Government request that the Annual Statement of receipts and expenditure may in future be submitted with less delay. There can be no reason

*Proceedings of the Madras Government, Public Department,
7th March 1867.*

why accounts which are closed in April 1866 should not be submitted until the following January.

(True Extract).

Chief Secretary.

To the Collector of Madura.

„ Principal Inspector General, Medical Department.
„ Judicial Department.

Ed. J. H. Burns.

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*Proceedings of the Madras Government, Judicial Department,
28th March 1867.*

No. 342. Read the following Proceedings of Government in the Public Department, dated 7th March 1867, No. 238.

Communicating a suggestion that Government should purchase the Lying-in-Hospital Bungalow at Madura for the purposes of a Civil and Session Court. (Vide Proceedings, Public Department, dated 7th March 1867, Nos. 28—32.)

No. 343. ORDER THEREON, 28th March 1867, No. 512.

The Governor in Council requests that the Civil and Session Judge of Madura will report whether there is any necessity for the removal of the Civil and Session Court from the building in which it is located, and if there is, whether the bungalow, referred to in paragraphs 4 to 6 of the foregoing Proceedings of Government, is adapted for use as a Court House.

(Signed) A. J. ARBUTHNOT,
Chief Secretary.

To the Civil and Session Judge of Madura.

Exd. F. R. Bantleman.

*Proceedings of the Madras Government, Judicial Department,
10th April 1867.*

No. 75. Read the following letter from the Civil and Session Judge of Madura, to the Chief Secretary to Government, Fort Saint George; dated Madura, 2nd April 1867, No. 110.

I have the honor to acknowledge your Memorandum, attached to the Government Order, dated 23th ultimo, No. 512, requesting me to report whether there is any necessity for the removal of the Civil and Session Court from the building in which it is located, and, if there is, whether the Bungalow referred to in paragraphs 4 to 6 of the Proceedings of the Madras Government, Public Department, dated 7th March 1867, No. 232, is adapted for use as a Court-house, and to inform you that there is no necessity whatever for removing the Civil and Session Court from the building in which it is held, probably the finest Court-house in Southern India, and my opinion that the Lying-in-Hospital Bungalow is altogether unsuited for such a Court, there not being a room in it fit, or capable of being made fit, for a Court.

No. 76.

ORDER THEREON, 10th April 1867, No. 575.
Communicated to the Public Works Department.
(True Extract).

G. J. Cantwell
Chief Secretary.

To the Public Works Department, with Proceedings No. 512.

Ed. J. H. Burns.

10th April 1867

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Book

1207

Commodore
J. B. S. S. S. S. S.
S. S. S. S. S. S.

Spent & 1/2
17th June 1867

10th June 1867

10th June 1867

10th June 1867

W. N. B. Dept
Govt of India for India
No 1370

Pr. of the Madras Govt
in the Judicial Dept

10th } April 1867
Recd 15th }
No 575

Encl. 21

enc. 1201-1710 of June 1867
Comm 9 letter from the
Civil & Session Judge of Madras
intimating that there is no
necessity for removing the
Civil & Session Court from the
building in which it is
held & stating that the dys-
ing in Hospital Bungalow is
altogether unsuited for such
Court - With an enclosure

No 404-405