M.R.O. 1—36,000—16-10-29.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 1714 Press ~~Mis.~~

436-37
Dated 18-6- No 1868.

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department,
18th June 1868

No. 436. Read the following Proceedings of the Madras Government in the Public Department:—

Passing orders on certain points relating to the funds of the Civil Dispensary and Lying-in-Hospital at Madura. } (Here enter 27th May 1868, No. 642.)

No. 437. ORDER THEREON, 18th June 1868, No. 1,714.

Miscellaneous. Communicated to the Revenue Board.

(True Extract.)

(Signed) W. HUDLESTON,
Secretary to Government.

To the Board of Revenue, with Proceedings Public Department, No. 642.

Exd. S. T. Augustin.

Proceedings of the Madras Government, Public Department,
27th May 186⁹.

No. 202. Read the following letter from the Collector of Madura, to the Chief Secretary to Government, Fort Saint George; dated Melur, 29th April 1868, No. 679.

I have the honor to acknowledge the receipt of the Government Order, dated the 12th February last, No. 168, observing that the full report called for in the Government Order, under date the 7th March 1867, on certain points noticed in the letter addressed by Mr. Fischer to Government and Surgeon Joseph, relating to the funds of the Civil Dispensary and Lying-in-Hospital at Madura, had not yet been submitted.

2. I have now the honor to lay before Government all the particulars that I have been able to learn on the subject: first, as regards the building of the Bungalow at Sendapett; and secondly, regarding the loan of money to the Sevagherry Zemindar.

To Board, 8th July 1863, No. 134.
From do. 5th August, No. 4872.
To do. 5th September 1863, No. 186.
From do. 14th October, No. 6598.
Do. 12th November, with the Government Order, dated 10th November 1863, No. 2021, Revenue Department.

3. With regard to the first point, I beg to draw the attention of the Government to the correspondence noted marginally.

4. It will be observed that the late Collector, Mr. Levinge, submitted to the Board his proposal to build the Bungalow with part of the Lying-in-Hospital money, under the impression that it would be a good investment of part of the said funds, and that the rent of the house would yield an interest on the sum so laid out of probably 6 or 7 per cent., and that the Board and Government allowed him to take the land expressly for building the bungalow.

5. The bungalow was accordingly built at a cost of Rupees 13,645, the subsequent repairs and improvements amounting in aggregate to Rupees 2318. Thus the total outlay on account of the bungalow amounts to Rupees 15,963. The bungalow yields a monthly rent of Rupees 105, being about 7 per cent. on the sum laid out, *vide* my letter, dated 21st March 1868, No. 458.

6. It will be seen from the letters of the Superintending Engineer, dated 8th February 1867, No. 1914, and of the Officer in charge of the 1st Range, under date the 1st December 1866, No. 306, embodied in the Proceedings* of the Government, dated the 7th March 1867, that the bungalow was well built and is in a safe state, that the Engineer has had an accurate valuation estimate made of the bungalow which he says would have cost 16,000 Rupees if constructed by his Department, and that the Department Public Works also contributed its quota of constant supervision and inspection.

* Public Department, No. 238.

7. As regards the second point, or the sum lent to the Sevagherry Zemindar, I beg to refer the Government to the correspondence noted in the margin, and also to the accompanying letter from Mr. Levinge, under date the 8th March last.

From Government, 7th March 1867, No. 238.
From do. 18th July, No. 816.
To do. 23rd October 1867.
To do. 20th November, No. 1848.
To do. 15th January 1868, No. 35.

8. It will be seen that the loan was made to the Zemindar by Mr. Levinge on his own responsibility alone; that neither the Sheristadar, Vencatasawmy Naick, not Audimoolom Pillay, had any thing to do with the loan, and that neither of

them asked Mr. Levinge to lend the money to the Zemindar; that Mr. Levinge has known the Zemindar and his resources well ever since 1843, and that no Committee had been formed when the loan was made.

9. I further beg to submit translation of the Arzi received from the Sevagherry Zemindar, dated 27th March 1868, No. 1, from which the Government will perceive that Audimoolom Pillay is said never to have held a contract of the Zemindary either for his own benefit, or for the benefit of Vencatasawmy Naick, but that he had been merely the Agent of the Zemindar from 1860 to 1866. There is, however, an expression in this Arzi which requires explanation. The Zemindar says he received the loan from the Collector through Audimoolom Pillay, whereas Mr. Levinge says he paid the money direct to the Zemindar himself. I have called for an explanation on this point, and will report the result.

10. The Collector of Tinnevelly, however, says in his letter, No. 988, dated 7th April, that there is a rumour to the effect "that Audimoolom Pillay had or has a sort of lease of the Sevagherry Zemindary." I do not clearly understand how it is possible for a man to hold a lease of a Zemindary without its being known to the Revenue authorities of the district in which the Zemindary is situated, nor what is meant by a "sort of lease." I examined Audimoolom Pillay myself on the subject, and he utterly denied ever having had any contract or any share in a contract of the Zemindary.

From V. H. LEVINGE, Esq., late Collector of Madura, to the Collector of Madura; dated Kodikanel, 8th March 1868.

I have the honor to acknowledge the receipt of your letter, dated the 28th February, and its enclosures herewith returned, and to state that the charges and insinuations made by Mr. Fischer in his letters to Government and Dr. Joseph are all false and malicious.

2. Further than being present, or a witness with others of the transaction, the Sheristadar, Vencatasawmy Naick, had nothing whatever to do with the loan of 40,000 Rupees of the Lying-in-Hospital and Civil Dispensary money to the Sevagherry Zemindar.

3. Neither Vencatasawmy Naick nor Audimoolom Pillay, nor any other person asked me to lend the money to the Sevagherry Zemindar.

4. I have known the Sevagherry Zemindar well ever since 1843; he has an estate worth at least 50 lakhs of Rupees or more, and was slightly in debt in 1863, when I lent him the money; he had previously told me he wanted money to pay off some debts which were pressing, and what put it into my mind to lend the money to the Zemindar was, that just before I made him the loan Captain Gompertz, in Palamcottah in 1862, told me either that the Palamcottah Langerkana Funds had been or were going to be lent to either a Chetty or a Zemindar at a good rate of interest, that conversation and no other suggested to me that a loan of part of the funds to the Sevagherry Zemindar on a mortgage, which I thought to be a good security, would be more beneficial to the Institutions than if invested in Company's paper.

5. I do not believe the loan was illegal. I know of no law by which all such funds should be only invested in Government Securities.

6. In lending the money to the Sevagherry Zemindar, I was aware of the value of his Zemindary and the amount of his debts. I was aware that wealthy Chetties and Soucars constantly made loans to Zemindars on mortgage of parts of their estates, and I believed at that time that the Civil Court compelled the payment of such debts; it was not till a certain number of Stokes' reports of cases decided in the Civil Courts made its appearance in Madura towards the end of 1866, that any suspicion arose in any one's mind that such a loan was not a safe investment; then, of course, this loan began to be talked of and talked about, till the talkers got into falsehood about it.

7. I lent the money to the Sevagherry Zemindar on the mortgage of his Rausingapery tank and its lands, a property worth nearly a lakh of Rupees, all mortgages on which I got him to clear off before lending him the money on it. Nothing was done secretly about the loan, nor was it kept dark for one moment; certainly at that time no Committee had been formed. I invested the money as quickly as I could, to get interest on it all the sooner. I had the Mortgage Bond drawn up by, I think, the Treasury Deputy Collector, Seshagiri Row. I drew the money out of the Collector's Treasury at Madura, and took it with me to Streevilliputhur in the Tinnevelly District, and sent for the Zemindar to come there to meet me and to receive the money, and I paid it to him in the presence of witnesses from the Madura District in Mr. Garstin's bungalow at Streevilliputhur in Mr. Garstin's presence and in the presence of some of that Taluq officials; instead of there having been any concealment, every thing was done to ensure publicity to prevent any chance of the loan or execution of the Bond being denied or contested.

8. Who could credit for one moment that such an act as that above detailed on the part of the Collector of the district, especially in such a gossiping and slandering place as Madura, with Mr. Fischer at the head, who always watched every thing any Collector did, could be kept quiet for an instant? Besides, as soon as I returned from Streevilliputhur, I told Mr. Fischer I had lent the money to the Zemindar, and his remark to me was "you have done well to lend the money to him on his Rausingapery tank, it is his private property, you know we proved that in Tinnevelly." Just before I joined that district as Sub-Collector, Mr. Fischer had been Agent for the Zemindar in a suit in one of the Courts of the district regarding the proprietary right in those lands, which suit had been given in the Zemindar's favor; three years after Mr. Fischer makes these charges regardless of truth, but that was a matter which did not trouble him; all he wanted to do was to throw dirt at me and Vencatasawmy Naick.

9. In creating an outcry about the loan to the Sevagherry Zemindar, and pressing for its speedy recovery, Mr. Fischer saw his opportunity of annoying the Zemindar; he knew that sudden call for payment, under the circumstances, would cause temporary inconvenience to the Zemindar, and thus he, Mr. Fischer, would be able partly to pay off the Zemindar for having refused to rent the Zemindary to Mr. Fischer when Mr. Fischer was a needy man.

10. Whether Audimoolom Pillay was renter of the Zemindary or not at the time the loan was made, is a circumstance I don't remember: he may have been, and may have been a witness to the bond, at this distance of time I cannot exactly remember, but this I do that he had nothing to do with originating the loan, and until now, on a perusal of Mr. Fischer's letter, I never before heard a hint that Audimoolom Pillay rented the Zemindary in any one else's interest than his own, and he was named one of the Committee, because he either subscribed or raised a good sum of money for the Dispensary.

11. He and the others named by Mr. Fischer in paragraph 5 of his letter were never appointed as the working Members of the Committee, besides them there are many other members, as the records will show, perfectly able to take care of the interests of the Society, and not one of them has ever come forward to protest against the investment of the funds as made by me, and they are all men selected on account of the large amounts subscribed or collected by them. No general working Sub-Committee ever was formed I am sure, but a Sub-Committee was formed for a time to effect repairs and purchase necessaries. Any other Members of the Committee, as appointed by Government, might have attended Meetings at their pleasure, and might have said what they liked, and I should have been only too glad to have seen them attend more often and more numerously, and always supported them in any interest they took in this outlay of their own money.

12. The reason why the Members of the Committee mentioned in paragraph 5 of Mr. Fischer's letter and myself are vilified and attacked is, because at the last Meeting of the Committee which I attended, I supported the Members against the Native Surgeon.

13. At that Meeting it appeared that in consequence of the dearness of provisions, the funds were insufficient to support both the Civil Dispensary and the Lying-in-Hospital; and one Member of the Committee brought to notice that common labouring women in the town, for some months before the time of their confinement was due, were in the habit of going to the Lying-in-Hospital,

writing their names down there and getting daily rations issued to them, while they were at the same time working out-side and receiving their daily cooly-hire for such work ; this the Members of the Committee, who had subscribed largely, considered an abuse and not the purpose for which they had given their money ; they were of opinion that robust women, earning their bread out-side, should not have the funds lavished on them, whilst they were insufficient for the support of indigent persons resorting to the Civil Dispensary ; but the Native Surgeon, who is only an Honorary Member, and who never subscribed an Anna, I believe, to the funds, considered this was a very proper way of spending other persons' money, and, being defeated, went off to Mr. Fischer, and got him to write to Government falsely, that resolutions detrimental to the interests of the Institution had been passed. Mr. Fischer was referred to the *District Gazette* to learn what those resolutions were which was the proper course.

14. Mr. Fischer also falsely calls himself a promoter of the Institution ; he had nothing to do with raising the funds ; if I had wished to insure a failure of the scheme, I should then have associated him with myself in the matter. He had no influence amongst the ryots and others who subscribed ; the ex-Zemindar of Shevagungah, the Rannee of Ramnad, and others I need not mention, who were the largest subscribers, would have drawn their purse strings together if Mr. Fischer had been allowed to take a part in the matter.

15. Mr. Fischer calls Audimoolom Pillay a man of straw and a creature of the Sheristadar's. My word perhaps may be considered as good as Mr. Fischer's. I was in Madura from part of 1841 to 1843, in 1851 and from 1860 to 1866, and certainly during my stay there in those years always found Audimoolom Pillay in a respectable position, and never observed that he was in any way connected with the Sheristadar. I have heard Audimoolom Pillay raised himself to his present comfortable position by his own efforts, and that he began like a poor man, and was always informed he had got on because he was a man whose word could be trusted, so that he is not a man of no character as Mr. Fischer would make out. Of course, such a man would have detractors, and, of course, when it suited Mr. Fischer's purpose he would adopt "their side, and readily vilify Audimoolom Pillay, because he was independant of, brought forward by, and a staunch adherent of the late Teeka Ram's, a respectable and wealthy Head Native in Madura, against whom Mr. Fischer instigated and conducted a false charge of exciting to rebellion in the Town of Madura. The proceedings of the late Court of Foujdari Adalut in the year 1857 or 1858 will show the terms in which the Court stigmatized that false charge.

16. I regret now that I lent the money to the Zemindar for one reason only though, and that is, because I thereby inadvertently gave Mr. Fischer a handle to maliciously make a false charge against Vencatasawmy Naick, who had nothing to do with the loan, and that I never had an opportunity of making Mr. Fischer admit that he had no grounds for his charge but malevolent gossip, and his own evil habit of always attributing bad motives to Public Officers with whom he might be at variance.

To

THE HONORABLE D. ARBUTHNOTT,
Collector of Madura.

The Arzi of VARAGOONA RAMAPANDIA CHINNATHOMBIYAR, Zemindar of Sevagherry.

I beg to acknowledge receipt on the 14th instant of your order of the 28th February last, directing me to report on the following points, viz. :—

(1.) Whether my Zemindary had been leased out to Audimoolom Pillay.

(2.) Whether the Sheristadar of your district has any interest in the above loan.

(3.) Whether the said Sheristadar had in any way assisted in my obtaining loan on interest from the Lying-in-Hospital Fund.

2. I now beg to submit that I did not rent out my Zemindary to Audimoolom Pillay and appointed him as my Agent in Fusly 1270, and discontinued him in Fusly 1276. The Sheristadar had no interest in the matter, nor did I derive any assistance from him in getting a loan from the Lying-in-Hospital money. I spoke to the Collector through Audimoolom Pillay, executed a Debt Bond, and got the loan which has been already repaid.

SEVAGHERRY,
27th March 1868.

(Signed) VARAGOONA RAMAPANDIA CHINNATHOMBIYAR,

(True Translation).

(Signed) D. ARBUTHNOTT,
Collector.

No. 203. ORDER THEREON, 27th May 1868, No. 642.

The Government, although they are of opinion that the funds of Charitable Institutions, such as the Lying-in-Hospital at Madura, should invariably be invested in public securities, are satisfied that in granting a loan of a portion of the Hospital Funds to the Sevagherry Zemindar, the late Collector of Madura, Mr. Levinge, believed himself to be promoting the interests of the Institution, and they are further of opinion that no blame whatever in connection with this transaction can be attached to Vencatasawmy Naick, the Collector's Sheristadar.

(True Extract).

Chief Secretary.

To the Collector of Madura.

Exd. F. R. Bantleman.

Rec'd 1868 Deputy
Judge Court for Jersie
No 2068.

Proceedings Public
Depts.

Dated 27th May
Received 6th June } 1868

No 642.

Re

Passing orders on
certain points relating
to the powers of the
Civil Dispensary
Flying on Hospitals
at Madras
No 1714-18 June

With Order

Mc 436-437