(1896) Department.

G.O., No. 3439. W

DATED 2nd Dec. 1896

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[Despatch Abstract.]

E. A. French Sub Engineer: Directing
that he be dismissed the Service with effect
from the date of receipt of this order.

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BACK PAPERS.

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

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GENERAL.
ESTABLISHMENT.

Government {1896} of Madras.

PUBLIC WORKS.

Recd.
Regd. } 1896.
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G.O., No. 3439 W., 2nd December 1896.

DECEMBER.

Mr. E. A. French, Sub-Engineer

Directing that — be dismissed the service with effect from the date of receipt of this order.

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

General.
Establishment.

READ—the following papers:—

From the Superintending Engineer, I Circle, dated 28th January 1896, No. 729 V.Z.
" " " I " " 2nd April 1896, " 13 "
" " " I " " 19th April 1896, " 50 "
Endorsement in the Judicial Department, dated 10th April 1896, No. 797, on Proceedings of the Board of Revenue, Mis. No. 1267, dated 16th March 1896.
Endorsement in the Judicial Department, dated 19th May 1896, No. 1041, on Proceedings of the Board of Revenue, Mis. No. 2019, dated 1st May 1896.
Endorsement in the Judicial Department, dated 17th June 1896, No. 1226, on letter from the Agent to the Governor, Vizagapatam, dated 4th June 1896, No. 513.
Telegram from the Superintending Engineer, I Circle, dated 23rd June 1896, No. 20.
Endorsement in the Judicial Department, dated 30th June 1896, No. 1289, on letter from the Agent to the Governor, Vizagapatam, dated 4th June 1896, No. 604.
From the Superintending Engineer, I Circle, dated 9th August 1896, No. 341 V.Z.
" Accountant-General, Madras, dated 10th September 1896, No. 2824.

ORDER—No. 3439 W., dated 2nd December 1896.

The papers recorded above relate to certain charges brought against Mr. E. A. French, Sub-Engineer, Public Works Department, and lately Estate Engineer, Jeypore, by Mr. Willock, Agent to the Governor, Vizagapatam, and Mr. DeMorgan, Officiating Superintending Engineer, I Circle.

2. The tabular statement attached to these Proceedings contains an abstract of the charges, and of Mr. French's explanations, with the remarks thereon recorded in the Secretariat.

3. The charges are numerous, but two of them are so serious compared with the others, that it is only necessary to consider them.

4. The first of these serious charges is that Mr. French, on three different occasions, gave advances of Rs. 3,000 at a time to Mr. Fletcher, a contractor, for 300 garces of lime, only 61½ garces of which were received. From the papers it is evident that Mr. French made a second and third advance of Rs. 3,000, before lime to the value of the first advance of Rs. 3,000 had been received; further, that he signed a certificate that payment was made on materials actually received. His explanation on the subject is exceedingly unsatisfactory and cannot be accepted.

5. The second serious charge is that Mr. French made a present to the contractor of limestone belonging to the Potinghi-Koraput road, to enable him to manufacture the 300 garces of lime for which he had received an advance of Rs. 9,000. Mr. French states in his defence that the contractor paid for the limestone supplied to him, but a reference to the Accountant-General, Madras, shows that it is doubtful whether any receipts for the payments are forthcoming. The Government considers that this charge has not been completely substantiated.

6. The first charge has, however, been completely proved against Mr. French, and this alone shows his unfitness to remain in the public service.

7. His Excellency the Governor in Council therefore directs that Mr. E. A. French be dismissed the service with effect from the date of receipt of this order, a copy of which should be furnished to Mr. French by the Superintending Engineer.

8. The date of Mr. French's relief should be reported in due course.

(True Extract.)

Colonel, R.E.,
Secretary to Government.

To the Superintending Engineer, I Circle.
" Examiner, Public Works Accounts.
" Judicial Department.

Exd. T. K. Narayana Aiyangar.

Charges against Mr. E. A. French, Sub-Engineer, Public Works Department.

Charges by Mr. Willock, Agent to the Governor, Vizagapatam district.	The Sub-Engineer's explanations.	Remarks.
These charges appear in the Agent's letter No. 249, dated 28th February 1896, and are as follow :— (1) That Mr. French made the following advances to Mr. Fletcher, a contractor, on the dates noted against each :— On February 2nd, 1894 ... ... Rs. 3,000 On March 14th " ... ... 3,000 On September 7th " ... ... 3,000 Total ... 9,000 on account of 300 garces of lime which did not exist, but to the existence of which the Sub Engineer not merely certified, but stated, on the bill-form provided for the purpose, that he had actually measured it. This charge is substantiated by copies of bills, in which it is stated that the Sub-Engineer measured the work on the following dates, paying Rs. 3,000 each time :— February 1st, 1894. March 14th " August 24th " These are Mr. Willock's words "Rs. 9,000 was paid by Mr. French to the contractor—the Mr. Fletcher referred to above—on three different occasions, in February, March and April [apparently a slip, for the bill shows the month to have been August, and he should have said "measured," not "paid." Payment was made by cheque 36 G. of 7th September 1894. However, this detail does not affect the case in the least] 1894, of which Rs. 6,000 was debited to the palace and Rs. 3,000 to the Porigumma Road. The sums were paid on work bills in which Mr. French certified that the 'Preceding claim is correct	Mr. French's defence will be found in his letter No. 601, dated 21th July 1896. As regards charge (1) he states that when in charge of Koraput Sub-division from about 1890 to 1892, he, at first, kept a gumastah at Salur for the purpose of buying lime and carting it up to the work site. The cartage as well as the value of the lime had, in those days, to be paid in full at Salur, but the lime was checked by the maistry on the work, and had to tally with the amount purchased. This method, he states, had to be adopted, as no contractor would undertake the supply, all, who had done so, having suffered loss. But as he considered the system of working the lime supply through a poorly paid gumastah unsatisfactory, the responsibility being too great, he gradually got the ghât contractor to take it up on the same lines, the lime being supplied direct to the maistries on the different works. As he found this arrangement to act well, and without loss to Government till December 1892, he adopted the same system of advances while in charge of the Agency works and "did not introduce any new method 'to play into Mr. Fletcher's hands' [here he quotes from Mr. Willock's letter under reference, paragraph 3] or defraud the estate." He goes on to say that his actions might have been brought to notice by the Estate Manager, [on a memorandum from whom, Mr. Willock supports his charges], if he had disapproved of them; but that there was no particular reason for taking exception to the system which he tates to be prevalent among Agency officials. He quotes the Estate Manager himself, Mr Taylor, as having given him authority to make advances up to 75 per cent. of the value of stone supplied for the palace, though not a single	Advances to contractors are not generally recognized by Government. In fact they are absolutely prohibited as a rule; and they should, under paragraph 33, chapter VIII, volume I of the Public Works Code, only be granted with the express sanction of the local Government, and after taking necessary precautions against loss. In the present case the circumstances may have been exceptional: but even if they were so, the sanction of the Government to make advances should have been obtained under Code rule, quoted above. The Sub-Engineer, however, does not state that he made any attempt to get such sanction, and, whether he tried or not to do so, it is quite clear that no sanction was given. It is also quite certain that permission to make a series of such large advances without receiving goods of corresponding value would, on no account, have been given. Government might possibly — though it is by no means sure — have granted an initial advance of Rs. 3,000: but they certainly would not have sanctioned a second one until materials corresponding to the value of the first had been delivered in full. Mr. French, however, actually made a third advance before receiving full value for the first, with the result that only 61⅓, instead of 300 garces, were received for payment of Rs. 9,000 made in three equal instalments. It is no excuse to say that this method of paying for goods was customary in the Agency Tracts. Those who adopted it must have done so at their own risk, and the death of a contractor, for instance, might have resulted in dead loss to Government. But this is not the worst aspect of the case. A reference to the bills will show that they do not purport to be on account of advances at all, but on account of

Charges by Mr. Willock, Agent to the Governor, Vizagapatam district.	The Sub-Engineer's explanations.	Remarks.
that the necessary measurement has been made by me, and that the work has been satisfactorily performed.' Copies of the work bills are enclosed. These certificates were absolutely false. Mr. Fletcher delivered, in all, 61½ garces, and a good deal of this after he was paid. The value of the balance is still due to the estate by the contractor."	stone had been delivered; and Mr. French considers it unfair on him to be singled out, and handed up to Government for doing as others had done before. He states that, when he (Mr. French) left the estate, the contractor owed Rs. 5,000 which might have been recovered from him by the Manager, for the contractor had Rs. 2,100 worth of live-stock, and was willing to mortgage his house, with Rs. 3,000 and Insurance Policy of Rs. 3,000 to the estate. "Mr. Taylor's conditions were too severe, and impossible to comply with" he says, and so he was allowed to go and take his property with him. The Sub-Engineer admits having signed the certificate, but states that he did so because there was no other form prescribed for such a transaction; and that the contractor, far from disputing the delivery of the lime, actually gave the Estate Manager a statement, in writing, to the effect that the money received was "only an advance to enable him to procure materials and labour for manufacture."	materials actually received and measured by the Sub-Engineer on three separate dates which he quotes. As scarcely one-fifth of the lime, certified to as having been measured, ever existed, it is clear that Mr. French defrauded the estate by making three distinct false statements. His defence on this point may be seen on page 16 of his explanation and a précis of the same in the adjacent column of this sheet. By signing the form, which he did sign on three occasions, he must have known that he was deceiving the controlling officer in regard to the nature of the payments made: and he violated rules 1, 2 and 3 of the "notes" on the bill form. He made no note, on either of the bills, which might lead any one to infer that these payments could possibly be advances: but, on the contrary, he distinctly stated that they were for materials received and measured by him.
(2) Mr. Willock accuses the Sub-Engineer of gross neglect in regard to the following works, between February 1894, when Mr. Willock visited Jeypore before going on furlough, and November 1895 when he next saw them:—	The Sub-Engineer's explanation is to the following effect:—	
(*a*) *The Police Station-house.*—Progress worse than *nil*, for the walls were almost ready to receive the roof in February 1894. In November 1895 Mr Willock found them completed but left exposed to two monsoons, and deteriorated in consequence. The bricks were poor, as noticed by Mr. Willock on his first inspection, but, in his opinion, the work was good enough to stand.	(*a*) The work was built during his absence on leave. The bricks were not as good as they might have been, as the Estate Manager restricted the contractor to a site unsuitable for bricks. The roof could not be put on because the timber, promised by Mr. Willock from the saw mills, was not supplied. After waiting in vain for 15 months he was suddenly told to get the wood himself, an order which entailed a journey of 36 miles out of Jeypore to get the timber in logs, and then carting it into Jeypore to be cut up by country sawyers. Hence the delay: but the roof has since been put on and the building is sound.	(*a*) Without further remarks from Mr. Willock it is scarcely possible to give a decision on this matter. It is, however, of minor importance, and may, perhaps, be allowed to drop.
(*b*) *The Police Hospital.*—In February 1894 the site had been selected and some stone collected. In November 1895, "walls completed. Part fell down, and had to be rebuilt. Woodwork of verandah roof put up. Teak wood trusses at site. Doors and windows procured, but made of wretched country wood instead of sâl as provided in the estimate. Country wood reepers were put on the verandah roof, but were so bad that they had to be removed."	(*b*) The Sub-Engineer states that he should not be held responsible for the materials, as the lime was purchased by the Agency officer in charge of the work, during the Sub-Engineer's absence on leave. In May 1895 he handed the work, ready to be roofed, to the Estate Engineer, and returned to the Public Works Department. Therefore he cannot be held responsible for the progress from May to November 1895. The rate provided for doors and windows was far too low for sâl wood, being only 9 annas per square foot, 8 annas being the Public Works Department rate for *country wood*. He therefore made them of the best material procurable for the money. The reepers were to have been supplied by Mr. Willock from the saw mills, and might have been so supplied, for he hears that they began to work in January 1894. But Mr. Willock, he alleges, after keeping him waiting 15 months threw him over, and he had to get the best materials he could, or the works would have been at a standstill.	(*b*) The remarks against (*a*) may, perhaps, be repeated here. But if the rate, provided for doors and windows, was too low to allow for sâl wood, it is considered that Mr. French might have submitted a revised estimate, instead of using inferior material.
(*c*) *Deputy Tahsildar's Office*— *February* 1894.—"Estimate for alterations prepared." *November* 1895.—"The building in ruins." The woodwork of the roof was put up last May, but no tiles were put on it. The wood was obtained in a hurry from the mills at the last moment. The roof partly fell, and the remainder was dismantled. A new office must now be built.	(*c*) The Sub-Engineer's defence regarding the roof is the same as in the case of the works mentioned above, namely, that after being kept waiting, for 15 months, for wood from the saw mills, he was told to get it as best he could. Having to send carts out 36 miles to get wood in the log, bring it in, and cut it into scantlings, with only unskilled sawyers to do the work, caused endless difficulties: and as there were more important buildings to be attended to, he could not supply sufficient timber for this one too. And in the first week in May he had to go down to Vizianagram to take charge of that sub-division, a necessity which hindered the progress of work which should have been done before the monsoon. However the work would have stood if proper masonry walls had been built; but as Mr. Willock insisted on retaining the old brick-chip and mud walls, no other result could be expected.	(*c*) A decision as to how much, if at all, Mr. French is to blame cannot be arrived at without further remarks from Mr. Willock. If the Agent was responsible for the non-delivery of the mills-sawn wood, stated by Mr. French to have been promised and if the Agent insisted on the retention of old brick-chip in mud walls against the professional advice of the Sub-Engineer, the latter cannot, in fairness, be held responsible.

Charges by Mr. Willock, Agent to the Governor, Vizagapatam district.	The Sub-Engineer's explanations.	Remarks.
(*d*) *Improving the mud walls of the old Fort to adapt it as a site for the new palace*— *February* 1894.—Earthwork just begun. *November* 1895.—Only Rs. 133–8–2 spent out of a grant of Rs. 1,950. Mr. French had orders to apply to the Estate Manager for coolies, but did not do so. The latter put on 200 coolies, but they left in a few days.	(*d*) Mr. French denies that he did not apply for coolies. He said that he required 200 coolies *daily*, but that the number supplied by Mr. Taylor, over a series of days, aggregated only to that amount. As his charge extended from Jeypore to Vizagapatam, he could not possibly pay daily coolies himself, and as he had under him no subordinate superior to a gumasta—whom Mr. Taylor suggested as a suitable paymaster—he wished to do the work on contract, but was not given the necessary facilities for doing so.	(*d*) It is considered that this explanation cannot be accepted, unless the Sub-Engineer can show that he represented these circumstances to the Estate Manager, at the time, in writing.
(*e*) *Road past Mr. Marsh's bungalow*— *February* 1894.—"Estimate under preparation." *November* 1895.—"Rs. 861–5–3 spent out of Rs. 2,093. Rs. 249 of this was for wood from the saw mills for bridges which of course gave Mr. French no trouble."	(*e*) This estimate was sanctioned in June 1894, and the Sub-Engineer gave over charge of it in May 1895 having completed three culverts as well as the earthwork. He states, moreover, that he had collected three-fourths of the road material, but had not paid for it, as it had not been spread.	(*e*) The responsibility, in this case, does not seem to have been brought home to Mr French. It is not known what his successor was doing from May to November 1895.
(*f*) *Jeypore-Borigumma Road*— *February* 1894.—Estimate under revision. *November* 1895.—Expenditure during Mr. French's time as follows:—	(*f*) The Sub-Engineer says that this was only a patch-work estimate, for which no levels were necessary as the work to be done consisted of raising existing flats, and that Mr. Willock's instructions to him were to raise the flats or such portions as got muddy during the rains. First he was told to estimate for a length of 45 miles; then having done this, he was told that 14 miles would suffice. After that he was directed to estimate for the work mile by mile which he had not done in the first instance because "there are miles in which there was no road material," so, to simplify matters, he allowed an average rate. Then there was a difference of opinion between the Agent and the Manager in regard to the material to be used: consequently he had to prepare statements showing whether metal or laterite would be the cheaper. Again Mr. Willock, he states, compelled him to design the works with dry stone foundations. Mr. Taylor, protested against this, and got it altered by Mr. Wolfe-Murray,	(*f*) Mr. French should have submitted level sections if only to show that the portions of ground to be raised actually were flats. The sections, moreover, would show what parts were already metalled and what parts were not. In this way the accuracy of the estimate could have been checked by the sanctioning authority. Neither can it have been desirable to allow an average rate, for a contractor will, if he can, do the easiest parts first and, perhaps, shirk the difficult parts altogether. But it is possible that the delay may not have been his own fault entirely; to get to the bottom of this, further enquiry would be necessary. And, as regards execution, if the earthwork was in clods and lumps he was right not to pay for it. But the culverts should not have been constructed, except under close supervision. He says he did not pay for these works owing to the inferiority of the lime. But had he not previously paid for the lime? Mr. Willock states, *vide* page 3 of this note, that Rs. 3,000, of the Rs. 9,000

	RS.	A.	P.
Lime	* 3,000	0	0
Iron bolts	778	12	7
Sâl wood	153	0	0
Other items	236	2	9
Total ...	4,167	15	4

* [Part of the Rs. 9,000 referred to under charge (1)].

Rs. 236–2–9 (the last item) represents the value of actual work done by Mr. French, or rather that the actual work done was valued at that figure, though in point of fact earthwork to the value of Rs. 2,325 was done, though Mr. French measured up only Rs. 207 worth. Four culverts were built of which one fell in

owing to the bad lime used. Mr. Willock attributes the unsatisfactory expenditure largely to delay entailed by carelessness, on the part of Mr. French, in preparing the estimate. He says, "it having been most carelessly prepared, and orders regarding details systematically neglected. No levels were taken by Mr. French, and no sections prepared."

(*g*) *Palace*—

February 1894.—"Immediate collection of materials ordered."

November 1895.—"Foundations and basement put in, expenditure to end of April, Rs. 38,156–1–1. The chief items of this are—

	RS.	A.	P.
Laying foundations ...	17,181	2	5
Doors and windows ...	6,388	0	0
Material at site	13,543	0	0

The latter item was partly fictitious."

(*h*) *Manager's stables*—

February 1894.—"Not commenced."

November 1895.—"Walls completed and condemned by Mr. French himself."

(3) Mr. Willock also charges the Sub-Engineer with making the contractor a present of limestone, alleged by Mr. Willock to be worthless, which had been lying for long unused on the Potinghi-Koraput road, the object of this present being to enable the contractor to manufacture the lime for which he had already been paid to Rs. 9,000. Mr. Willock writes: "The history of part of the limestone, which Mr. Fletcher did supply, is as follows: –

"It was originally carted up from the plains for the bridges on the Potinghi-Koraput road by the Public

Mr. Willock's successor. He did not pay for the earthwork which Mr. Willock's says was done, because the work was bad, being in lumps. He did not measure or pay for the culverts either because the lime used was doubtful.

(*g*) The Sub-Engineer states that the foundations and basement had been completed by him by May 1895, and inferentially attributes the stoppage from May to November 1895 to his successor.

He has already detailed the circumstances which compelled him to obtain the lime—the fictitious material referred to—as he did.

(*h*) The Sub-Engineer states that his charge extending, as it did, from Papahandi to Vizagapatam, 144 miles, he could not always be at work at Jeypore and consequently could not be held to blame for bad work done in his absence. He was to have had two overseers on Rs. 80 each, but from December 1892 to October 1894 he had only a sub-overseer on Rs. 40, and that a person who had been converted from a clerk. He again alludes to Mr. Willock's failure to supply him with wood from the saw mills as promised.

(3) The Sub-Engineer denies that the limestone was worthless. He states that it was good, and quotes one 15 feet bridge as having been wholly built with this lime, as well as a 15 feet arch bridge, a large under-tunnel, and all minor culverts on the Koraput-Dumurpat road, saying that all these works are in perfect order, besides a 15 feet and a 20 feet girder bridge which were partially built with the same lime. He says that the real reason why the limestone was not all used up before, was because there was no one to help him to burn it, and, in support of

advanced for lime in 1894, was debited to this very road. On the whole this explanation does not seem satisfactory.

(*g*) It is considered that Mr. French cannot be held responsible for the unsatisfactory progress, as the work stood still after he handed it over to a successor. The lime question has already been dealt with above.

(*h*) Mr. Willock has not made it clear that the Sub-Engineer was provided with adequate supervision for the superintendence of Agency works during the latter's tours elsewhere. And if it is a fact that the sub-overseer was inefficient and that the bad work occurred during Mr. French's absence from the Agency, he might be excused on this count. As regards the wood, Mr. Willock gives a different version which will be dealt with further on.

(3) Evidence of important works having been built, without disastrous consequences, with this lime does not, necessarily, prove that it was good. It depends on how much sand was mixed with it. Good lime will take fully two parts of sand to one of its own bulk; but Mr. Willock states that this lime might be mixed with an equal bulk of sand without producing good mortar. However, this is a point on which an opinion cannot be given without a report from a competent judge, and as the question of quality of the lime is a minor matter, compared with the more serious charge

Charges by Mr. Willock, Agent to the Governor, Vizagapatam district.	The Sub-Engineer's explanations.	Remarks.
Works Department, but, being too bad to burn, it was transferred to road metal in the accounts. Being too soft for metal, it lay unused until about a year ago when Mr. French allowed Mr. Fletcher to cart it on to be used on the palace works. Not only did he accept the worthless stuff, but be allowed Mr. Fletcher to remove it free of charge, thus making him a present of the initial cost of what was probably paid for as good lime, and cart-hire for considerably more than half the total distance which lime had to be carted, *i.e.*, from near Sálúru, in the plains, 70 miles away. The lime made from the stones is being used for the smaller works, but it is so bad that it has to be mixed with its own bulk of sand, and even then produces very unsatisfactory mortar."	this statement, he quotes correspondence. He states that Mr. Fletcher did not get the limestones free of cost, but that he paid for all he took. He attributes the inferiority of the lime, not to the stones which he states were good, but "to the way in which Mr. Fletcher abused the manufacture of it."	of having made the contractor a present of the materials, it may perhaps, be allowed to drop. The Agent accuses the Sub-Engineer of presenting the contractor with the initial cost and cart-hire of the limestone. The latter denies that he did do so, but states that the contractor "paid for what he took at rate fixed by the Superintending Engineer." A reference has recently been made to the Accountant-General on this point, and he states that no credit can be traced in the accounts on account of the transaction. It is not clear how much of the limestone was removed, or whether the 61½ garces, admitted to have been received, were manufactured *entirely* from these materials. There is, however, no doubt that Mr. French urged the contractor to cart away sufficient stone for the manufacture of 300 garces—*vide* extract of his letter quoted by the Agent on page 10 of his report—and, as apparently, the contractor did not pay for what he did remove, the intention may have been to make him a present of the full amount. Nothing is said in Mr. French's letter about paying for the materials. He may have mentioned the matter in another letter: but he does not say so, and the Accountant-General reports that no trace of any payment can be found. The Sub-Engineer, therefore, has not cleared himself from the allegations made against him in this matter. As regards the letter to Mr. Fletcher, the extract quoted by the Agent may be suggestive, but as it proves nothing, it seems scarcely worth while to seriously consider it.
In connection with this matter, moreover, Mr. Willock brings to notice that in December 1894 Mr. French wrote a letter to Mr. Fletcher which contained the following paragraph: "As soon as your carts are available, you had better get them to cart in *all* the limestone you will want to burn, *i.e.*, 300 garces. You must at least have the materials to show to my successor. Please try and square them up soon. I will show you W. M.'s (Wolfe-Murray's) proceedings when I come to Jeypore. Keep all this to yourself. Don't tell even your wife." Mr. Willock considers the last few words very suggestive. A copy of the letter is in the file and Mr. Willock states that it was handed over by the contractor in consequence of a quarrel which he had with the Sub-Engineer.	Mr. French states that the words: "Don't tell even your wife," refer to his failure to get his promotion of which he felt ashamed, inferentially denying that they, in any way, referred to the limestone.	
(4) The next charge is in connection with the wood supply, alluded to above. It would appear that the estimates for the works under construction all provided for the use of sâl wood or teak. But Mr. Willock states that, disregarding this, Mr. French purchased jungle wood in Salúrú, 70 miles away, instead of getting the wood from the saw-mills, only 22 miles distant. Mr. Willock quotes instances of serious loss incurred by this arrangement which he condemns as having been unnecessary, for the saw-mills were in good working order, "and could have supplied him with any quantity of the best possible timber sawn to any size he required." The reason for this extraordinary proceeding, Mr. Willock says, was due to the Sub-Engineer having fallen foul of the saw-mills, and as it was apparent that he would make use of any hitch as an excuse for failure to get on with the works, Mr. Willock did, at the Sub-Engineer's suggestion, authorise him to make his own arrangements to procure the timber from elsewhere. Mr. Willock states that a great deal of the timber obtained in this way has vanished from the accounts, nobody knowing what has become of it, and that the Estate Manager estimates the loss in this manner at Rs. 953–5–2.	(4) The Sub-Engineer reiterates the defence, the purport of which has already been given above. He maintains that Mr. Willock had assured him that the mills would supply all necessary timber, and, that after resting on this assurance for 15 months, he asked for and obtained Mr. Willock's permission to make his own arrangements about getting the wood. Mr. Willock, he says, was aware that the mills were in good working order, but he preferred ordering him at his own request, when ignorant of the working state of the mills, and weary from waiting 15 months, to make his own arrangements, full knowing that that would entail a delay of years, and that even if there had been a hitch in the working of the mills, stopping work for two months, such would be a trifle compared with the alternative of getting his own timber and crudely cutting it up by hand.	(4) In page 8 of his letter the Sub-Engineer says: "Mr. Willock, when I took charge of the Estate Engineership, faithfully promised to give me *all* the wood I would require, cut up by the saw-mills to scantlings, and after making me wait 15 months, suddenly orders me to get my own wood." But in page 19, he writes: "Finding that it seemed hopeless to get wood from the mills, and seeing all work delayed for want of it, I did asked Mr. Willock to try and make my own arrangements to get wood for the several buildings under my charge." Thus, in one place, he states that he was suddenly ordered, while in another he corroborates Mr. Willock's statement to the effect that he deliberately asked for the order. Before taking such action as this, involving, as it did, what he admits to having been an extremely unsatisfactory business, he might have gone to the mills himself and verified their efficiency from personal inspection. It would seem that Mr. French's explanation in regard to the wood is absolutely worthless.
(5) Mr. Willock further charges the Sub-Engineer with paying Rs. 383–12–0 for tiles for the hospital and Manager's stables, though only a few had been delivered for the first work, the remainder being in the kilns: these were paid for not only without delivery, but also without examination as to their quantity.	The Sub-Engineer says that "every cubic inch" * of timber was accounted for, and that the Agent and the Manager are both mistaken in regard to there being any confusion in the accounts. (5) This allegation is virtually admitted, but Mr. French states that these tiles were purchased after inspection and approximate calculation of the number in the kiln. The numbers paid for were as follow:— Pan tiles for hospital ... 70,000 Pan tiles for stables ... 56,000 Total ... 126,000 all of which, save 4,150—a fair percentage allowance for breakages—were delivered and used on the works. Thus there was no loss.	* This is a matter on which an opinion cannot be given without seeing the accounts. (5) The mode of this payment, though irregular, entails a very minor charge compared with the others, and if there was no loss on account of the tiles, it seems scarcely worth noticing.

CHARGES AGAINST MR. E. A. FRENCH, SUB-ENGINEER, PUBLIC WORKS DEPARTMENT—*cont.*

Charges by Mr. Willock, Agent to the Governor, Vizagapatam district.	The Sub-Engineer's explanations.	Remarks.
(6) Mr. Willock's final charge is that the Sub-Engineer debited the Jeypore Palace with Rs. 301–6–0 on account of cut-stone which he transferred from the Potinghi-Koraput road for the bridges on which the stone had originally been carted, probably 60 miles, from the plains. As this stone was not used after all, the Sub-Engineer charged the whole initial cost, including original cartage, to the palace, *plus* an additional cartage for a further 23 miles. He did this, Mr. Willock supposes, "to help himself out of the difficulty which his exceeding the grant for completing the road put him into." And Mr. Willock goes on to say that there was no part of the palace for which this stone was suitable; and that Mr. French's explanation is almost worse than the offence, for it is "that he only transferred the stone temporarily to the Jeypore Palace, and intended to re-transfer it later on to the proposed Kolab bridge, involving still another seven miles of cartage."	(6) Mr. French states that he alone was not responsible for the excess on the road estimate, most of which was incurred by others dead and gone; and that Rs. 301–6–0 could not materially reduce it, being but a drop in the ocean of excesses that have occurred. Therefore to attribute such a motive as that for transferring the material would be absurd. The stones, he states, would have suited the Kolab bridge work admirably, and they were just the sort wanted for the palace, being suitable for the grand staircase, and also as girder-bed stones equal to the requisite pressure of 8 tons each. "As Engineer in charge" Mr. French says, "I was the best judge as to what stones should be used, and I accordingly arranged."	(6) The transfer of materials from one work to another is a matter which is usually left to the discretion of the Executive Engineer, and as such interchange is usually between Government works, the cost is generally borne by the work which can best afford it. When, however, the change is from a Government work to a semi-private work, the Engineer's judgment should be more carefully exercised, and in this case the palace should not have been charged with more than what it would have cost to obtain the same stone direct from the quarries, presuming such stone really to have been necessary. On this point, however, there is a difference of opinion between the Agent and the Sub-Engineer. If considered important to ascertain who is right, a reference might be made to the Superintending Engineer of the Circle. But if the stone is at the palace it is, perhaps, desirable to use it if it has not been used already, and all that seems necessary is to debit that work with a fair price and let the road bear the difference. This charge may be classed as a minor one.

CHARGES AGAINST MR. E. A. FRENCH, SUB-ENGINEER, PUBLIC WORKS DEPARTMENT—*cont.*

Charges by Mr. DeMorgan, Officiating Superintending Engineer, I Circle.	The Sub-Engineer's explanation.	Remarks.
These charges are:— (1) That the Sub-Engineer used inferior mortar on the Koraput sub-jail, the Executive Engineer having condemned it "as bad throughout." (2) That he advanced Rs. 1,200 for lime of inferior quality (Rs. 10 per garce and Rs. 20 cartage from Sálur to Koraput). (3) That the lime used for the Manager's stables is reported by the Executive Engineer as being the worst he had ever seen, being possessed of none of the properties of lime. This was paid for by the Deputy Tahsildar less 10 per cent.; "but Mr. French paid for it in full in January 1894." (4) That the purchase of Sálur limestone was unnecessary, for good nodular limestone is procurable at Jeypore, and lime is manufactured there at Rs. 10 per garce. A large sum in cartage might thus have been saved: but the Superintending Engineer considers that it was not to Mr. French's interest to obtain lime locally.	(1) He says that the mortar was good, and that Mr. Handcock, the Executive Engineer referred to, did not examine it throughout and should therefore not have condemned it as being bad throughout, for he did not see the building till it was finished. Mr. French cites, as a proof, that the mortar was not bad, the fact that there are flat arches, built with the mortar, 9 feet clear span, although the roof has been on a gear, which have not cracked. (2) This lime—for which Rs. 1,200 is stated to have been advanced—was for the Jeypore Post office, and not for any work at Koraput, and had nothing to do with the mortar condemned by Mr. Handcock. This lime was, the Sub-Engineer states, inspected by Mr. Garrett, Superintending Engineer, and Mr. Handcock in February 1896, and no exception taken to it. (3) The Sub-Engineer admits that the lime—or rather mortar—used for the Manager's stables was bad: but that he did not pay for it. He says that it was paid for in full by the Deputy Tahsildar, viz., Rs. 720 for 30 garces. He states that, owing to the neglect of the overseer, there was too much sand put in the lime. (4) He denies that good limestone is procurable in Jeypore, whatever Mr Handcock may say in its favour, and quotes the opinion of several officers as being adverse to its use, and he condemns it *in toto* "as being little better than mud," and argues that the Superintending Engineer knows nothing about the lime, and yet attributes dishonest motives to him.	It is not clear whether the advance of Rs. 1,200 for lime referred to in (2) is part of either of the three advances of Rs. 3,000 dealt with in the preceding pages. If it *does* form part of one of those advances, the Sub-Engineer does not deny the inferiority of the lime purchased with it when defending himself in regard to that matter, as may be seen by referring to page 13 of these notes. If it does *not* form part of one of those advances, Mr. French was guilty of an additional irregularity in advancing Rs. 1,200 in addition to the other items amounting to Rs. 9,000. In either case he has nothing to say in his favour, with regard to the advance, beyond what is already shown in these notes. An opinion can hardly been given in regard to (1), (3) and (4) without further inquiry, which scarcely seems worth while considering the unimportance of these charges when compared with the other very serious ones.

Colonel, R.E.,
Secretary to Government.

No 3439 dated 20 December 1896

Copy of Mr S. A. French Sub Engr —

A/ Annexure

Dept.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Read the following

From the S.E. I Circle, No 729 V.Z. dt 23 June 1896

-do- -do- " 1346 dt 21 April 1896

-do- -do- -do- 50 V.Z. dt 19 -do-

Endt in the Irrig Dept No 797 dt 10.4.96 on Proc. of the Bd of Rev. No 1267 misc dt 16.3.96.

-do- -do- No 1041 dt 19.5.96, on do - do. No 2019 misc dt 1.5.96

-do- -do- No 1226 dt 17.6.96, on ~~-----~~ letter from the Agent to the Governor Vizagapatam No 573 dt 4.6.96.

Telegram from the S.E. I Circle No 20 dt 23.6.96

Endt in the Irrig Dept No 1257 dt 30.6.96, on letter from the Agent to the Governor Vizagapatam No 604 dt 4.6.96.

From the S.E. I Circle No 341 V.Z. dt 9.8.96.

" " Accountant Genl Madras No 2524 dt 10.9.96

Print Calendar Statement No 2

Print 500 & send proof

The papers recorded above relate to certain charges brought against Mr S. A. French, Sub Engr, P.W. Dept, and latterly Executive Engineer Jeypore, by Mr Wallace, Agent to the Govr Vizagapatam, and Mr Dickinson, Officiating Supdg Engr I Circle.

2. The Tabular Statement

I remark that it does not appear to be intended to take any notice of the conduct of the Revenue authorities for the head line subsequently given by Mr French to Mr Fletcher and for the outstone exchanges

A.S.H 22.11.96

Dy 24/11/96

Dy 27/11/96

Secy

S.O. I.

[P. W. 40. 50 — 3-9-96.]

attached to these Proceedings contains an abstract of the charges, & of Mrs French's explanation, with the remarks thereon recorded in the Secretariat.

3. The charges are numerous, but two of them are so serious compared with the others, that it is only necessary to consider them.

4. The first of these serious charges is that Mrs French, on three different occasions, gave advances of Rs. 3000 at a time, to Mr Fletcher, a contractor, for 300 garces of lime, only 61½ garces of which were received. From the papers it is evident that Mrs French made a second and third advance of Rs 3000 before lime to the value of the first advance of Rs 3000 had been received; further that he signed a certificate that payment was made on materials actually received. His explanation on the subject is exceedingly unsatisfactory and cannot be accepted.

5. The second serious charge is that Mrs French made a present to the Contractor of limestone belonging to the Poliyaghi ~~ghat~~ Koroput road to enable him to manufacture the 300 garces of lime for which he had received an advance of Rs 9000. Mrs French states in his defence that the contractor paid for the lime stone supplied to him, but a reference to the accounts, ~~found under~~ shows that it is doubtful whether any receipts for the payments are forthcoming. The Govt. Considers that this charge has not been completely substantiated.

6. The first charge

has however been completely proved against Mr French, and this alone shows his unfitness to remain in the public service.

7. A.G. the Govt in Council therefore directs that Mr E.A. French be dismissed the service with effect from the date of receipt of this order, a copy of which should be furnished to Mr French by the Superintendent.

8. The date of his relief should be reported in due course.

A.E.H.
22.11.96

18/11/96

S.G. I Circ
Encl Rec
Govt Dispt

S.A.W.
Ci

Circ 18/11 R 30/11

P. W. Department.

Copy of Mr E.A. French,
Sub Engineer

Read the following:—

Note for His Excellency the Governor

34396

FOR ORDERS.

Mr E.A. French should be dismissed the Service.

A.S.H
13.11.96

With reference to the information called for by His Excellency in his Note dated 7-11-96, it is submitted that Mr E. A. French is Sub Engineer 3rd Grade on Rs 200 per mensem. This grade he held throughout the period of his employment in Jasper Agency: but his pay there was Rs 460, viz Rs 376-10-8 to be contributed by the British Government, the latter sum is leviable under Art 823, 6 ii C.S.R to 16⅔ per cent of his pay it was paid for him by the Estate.

In regard to the for his dismissal

43—500-22-1-96.

ruled in P.W. Code para 51, Chapter IV, Vol I that a person may be dismissed by the authority by which he may have been appointed, and no authority inferior thereto. Upper Subordinates are appointed by the Chief Engineer P.W.D. But under para 46 of the same chapter serious cases of misconduct, or neglect of duty on the part of Civil Upper Subordinates of the permanent establishment above the grade of Overseer must be reported to the Local Government." Mr. French being above the grade of Overseer, the final decision in regard to case apparently lies with the Government.

Comm

11/11/96
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C.H.B.B.
11-11-96.

ance 18/

Charges against Mr. French Sub Engineer

Charge No. 1 is proved against Mr. E.A. French.

Charge No. 2 is not, I think, conclusively substantiated because Mr. French's statement that the contractor paid for the time, is not disproved by the Secretary's letter in the linked file. That statement is ambiguous.

I consider that Mr. French deserves dismissal, but before preparing orders, I shd. be informed of Mr. French's status in the Department, and of his emolu-ments. The authority for dismissal in such cases should be quoted. These particulars should always be distinctly stated, in such cases, in the Note for Orders.

A.E.H
7.11.96

P.W.D.

Note for His Excellency the Hon.

The papers forwarded herewith refer to certain charges brought against Mr. E.A. French, Sub Engineer, by Mr. Wilbeck, Asst. Agent, and Mr. de Morgan Offg Supty Engineer.

2. The circumstances are fully explained in the note and tabular statement prepared by the Under Secretary P.W.D. who has gone very thoroughly into the matter. There are numerous charges, but two of them are of serious, compared with the others that it will be only necessary to consider them, as if proved they will be quite sufficient to justify

that they have been fully proved. I am of opinion that Mr French should be dismissed, and it is a question whether he should not be prosecuted for fraud for signing a certificate of payment for materials received that had not been used and never were received.

23/9/96

W

CHARGES AGAINST MR E.A. FRENCH

Public Works' Dept.

Note for His Excellency the Governor.

Certain charges of a very serious nature preferred against Mr E.A. French Sub Inspector in connection with his work in Jeypore Agency will be found dealt with in Tabular Statement No 2 — Flagged B — which specifies the charges, side by side with Mr French's explanation and the Under Secretary's remarks The same charges have been dealt with less fully in Tabular Statement No 1 — flagged F — and the accompanying office note, dated 23rd May 1896 flagged G — but as the explanation given in the second column of that Statement, was not in every case first hand, but was, to a great extent, a statement made by his accusers as

to the nature of Mr French's defence, or else an explanation from to Mr Miller, Mr Willock's locum tenens, concerning the same charges, some of which were comparatively unimportant. It was decided on this account, and for reasons shown in Office note of 28th May 1896 - flagged G - to call for a full explanation from the Sub Engineer, in regard to the irregularities alleged against him by Mr Willock, Government Agent, and Mr Dr Morgan, Officiating Superintending Engineer, 1st circle. This explanation has been received, being given in Mr French's letter No 681 dated 24th July 1896 - flagged C. As mentioned above, the substance of it is

with 432 P 15/6/96

tabulated in Tabular Statement No 2 - flagged B - against the following charges preferred by Mr Willock:-

(1) Paying on three separate occasions, Rs 9000 in all, and Rs 3000 each time, for 900 yards of line, only 6½ yards of which were ultimately delivered.

(2) Irregularities connected with the execution of certain Agency works. These are divided into sub-heads (a) to (k) in Tabular Statement No 2.

(3) Making the contractor a present of limestone belonging to the Patiyali-Kosgir Road to enable him to manufacture the 300 yards alluded to in charge (1).

(4) Using bad timber for the buildings, although

may have been exceptional;

good timber was at the time, procurable from the Saw-mills.

(5) Paying Rs. 383-12 for tiles for the Hospital before they were delivered, or examined as to their quality.

(6) Transferring, from the Potiphi-Korapat Road, to the Jeypur Palace a certain quantity of cut-stone, and debiting the latter with Rs. 301-6-0, on that account, which included cartage for 23 miles in addition to the initial cartage of some 60 miles.

Mr. Le Mayan's charges which are particularised on pages 20 & 22 of Tabular Statement No. 2, are dealt with there, and as they refer to the use of bad materials, and the purchase of Rs. 1200 of

CHARGES AGAINST MR. CA[illegible]

time, which may be part of the Rs. 9000 advanced, noted above, it seems scarcely necessary to consider item separately.

In regard to Mr. Wilcock's allegations, a reference to Tabular Statement No. 2 — flagged B — will show that further information is needed before all the charges embodied in (2) can be brought home. The Sub-Engineer's explanation as regards (4) is for reasons given in pages 15, 16 and 17 of Tabular Statement No. 2 regarded as worthless.

Charge No. 5 may it is thought, for reasons given in page 17, be eliminated: and charge 6 may, perhaps, be similarly treated — vide pages 18 and 19 of the same

may have been exceptional.

statement. This reduces the matter to charges 1, 3 and 4. Charge No 1, which is by far the most serious one of the lot, may it is considered, - for reasons stated in pages 1 to 4 of Tabular statement No 2 - flagged B - be accepted as fully established. Charge 3, which is closely connected with charge 1 is also proved, unless the Accountant General's Office is very much at fault. Vide pages 12, 13 and 14 of Tabular Statement No 2. Charge No 4 also, as noted above, also seems to go against Mr French, but, though serious in itself, it is as a theft to a murder when compared with No 1,

Papers flagged S — Vide linked file

orders passed concerning which will probably cover the other offences. In dealing with this charge His Excellency's attention is particularly invited to the Jeypur Estate Manager's letter No 1501, dated 24th October 1895, - flagged I - forwarded by the Board of Revenue with their No 2019 dated 1st May 1896 - document flagged J - and to this office note dated 23rd May 1896 - document flagged K.

C.H.B.B.
18/9/96.

may have been exceptional.

CHARGES AGAINST Mr E.A. FRENCH, SUB-ENGINEER P.W.D.

Charges by Mr Willock Agent to the Governor Vizagapatam ~~District~~	The Sub Engineer's Explanations	Remarks ~~by the Joint Under Secretary P.W.D.~~
Proc. 23 #	# 23 #	# 23
These charges appear in the Agent's letter No 249, dated 28th Feb 1896, and are as follow:- ~~vide document flagged D.~~	Mr French's defence will be found in his letter No 601 dated 24th July 1896. (~~flagged~~ C)	Advances to Contractors are not generally recognized by Government. In fact they are absolutely prohibited as a rule; and they should, under para 33, Chapter VIII, Vol I, of the P.W. Code, only be granted with the express sanction of the Local Government, and after taking necessary precautions against loss. In the present case the circumstances may have been exceptional:
(1) That Mr French made the following advances to Mr Fletcher, a contractor, on the dates noted against each:-	As regards charge (1), he states that when in charge of Kovaput Subdivision from about 1890 to 1892, he, at first, kept a gumasta at Salur for the purpose of buying lime and carting it up to the work site. The cartage as well as the value of the lime had; in	
On Feb 2nd 1894 ... Rs 3000		
" March 14th 1894 .... " 3000		
" September 7th 1894 .... " 3000		
Total - ... Rs 9000 -		
on account of 300 garces of lime which did not		

exist, but to the existence of which the Sub Engineer did not merely certified, but stated, on the bill-form provided for the purpose, that he had actually measured it. This charge is substantiated by copies of bills (~~Appendix A~~), in which it is stated that the Sub Engineer measured the work on the following dates, paying Rs 3000 each time:—

February 1st 1894
March 14th 1894
August 24th 1894.

These are Mr Willock's three days, to be paid in full at Salem, but the line was checked by the Inspector on the work, and had to tally with the amount purchased. This method, he states, had to be adopted, as no Contractor would undertake the Supply, all who had done so, having suffered loss. But as he considered the system of working the line Supply through a poorly paid Peon was unsatisfactory, the responsibility being too great, he gradually got the Chief Contractor to take it up on the same lines, the line being supplied direct to the Inspectories on the different

but even if they would, the Sanction of the Government to make advances should have been obtained under the rule quoted above. The Sub-Engineer, however, does not state that he made any attempt to get such Sanction, and, whether he tried or not to do so, it is quite clear that no Sanction was given. It is also quite certain that permission to make a series of such large advances without receiving goods of corresponding value would on no account have been given. Government might possibly — though

words "Rs 9000 was paid by Mr French to the Contractor - the Mr Fletcher referred to above - on three different occasions, in Feb., March and April [apparently a slip, for the bill shows the month to have been August, and he should have said "warned" not "paid" Payment was made by cheque 366 of 7th September 1894. However this detail does not affect the case in the least CROSS] 1894, of which Rs 3000 was debited to the Palace and Rs 3000 to the Boriyamma Road. The sums were paid on work bills in which Mr French certified that the 'Preceding

works. As he found this arrangement to act well, and without loss to Government till December 1892, he adopted the same System of advances while in charge of the Agency works, and "did not introduce any new method 'to play into Mr Fletcher's hands' [here he quotes from Mr Willock's letter under reference, para 3 CROSS] or defraud the Estate."

He goes on to say that his actions might have been brought to notice by the Estate Manager, [or a memo from whom, Mr Willock supports his charges CROSS], if he had disapproved of them; but that there was no particular reason for taking exception to the system which he states to be prevalent among Agency Officials. He

it is by no means sure - have granted an initial advance of Rs 3000: but they certainly should not have sanctioned a second one until materials corresponding to the value of the first had been delivered in full. Mr French, however, actually made a third advance before receiving full value for the first, with the result that only 6½, instead of 300 garves, were received for Rs 9000 made in three equal instalments. payment of

It is no answer to say that this method of paying for goods was customary in the Agency Roads. Those who adopted it must have done so at their own risk, and the deeds of a Contractor, for instance, might have resulted in dead loss to Government.

But this is not the worst aspect of the case. A reference to the bills will show that they do not

4

claim is correct, that the
necessary measurement has
been made by me, and that
the work has been satisfactorily
performed'. Copies of the
work bills are enclosed. These
certificates were absolutely
false. Mr Fletcher delivered,
in all, 61½ pieces, and a
good deal of this after
he was paid. The value
of the balance is still
due to the estate by the
Contractor".

quotes his estate Manager himself, Mr
Taylor, as having given him authority
to make advances up to 75 per
cent of the value of stone supplied
for the Palace, though not a single
stone had been delivered; and
Mr French considers it unfair on him
to be singled out, and handed up
to Government for doing as others
had done before. He states that,
when he (Mr French) left the Estate, the
Contractor owed Rs 5000 which receipt
have been received from him by the
Manager, for the Contractor had
Rs 2100 worth of live-stock, and was
willing to mortgage his house, worth
Rs 3000 and Insurance Policy of
Rs 3000 to the Estate. "Mr Taylors
conditions were too severe, and impossible
to comply with", he says, "and so he was allowed
to go and take his property with him."
The Sub Inquirer admits having signed the
certificate, but states that he did so because
there was no other form prescribed for
such a transaction; and that the Contractor,
far from disputing the delivery of the lime,
actually gave the Estate Manager a
statement in writing, "to the effect that
money received was only an advance to enable
him to procure materials & labour for manufacture"

purport to be on account of advances
at all, but on account of materials
actually received and measured by
the Sub Engineer on three separate
dates which he quotes. As regards ½
of the lime certified to as having been
measured, does existed, it is clear
that Mr French depended the Estate by
making three distinct false statements.
His defence on this point may be seen
on page 16 of his explanation (Flagged C)
and a precis of the same in the
adjacent column of this sheet. By
signing the forms, which he did sign on
three occasions, he must have known
that he was deceiving the Controlling
Officer in regard to the nature of the
payments made: and he violated
rules 1, 2 and 3 of the "notes" on the
bill form (Flagged A). He made no
note, or either of the bills, which might lead
any one to infer that these payments were
possibly be advances; but on the contrary, he
distinctly stated that they were for materials
received and measured by him.

(2). Mr Willock accuses the Sub Engineer of gross neglect in regard to the following works, between Feb.y 1894, when Mr Willock visited Jeypore before going on furlough, and November 1895 when he next saw them:-

(a) The Police Station House.

Progress worse than nil, for the walls were almost ready to receive the roof in Feb.y 1894. In November 1895 Mr Willock found them completed but left exposed to two seasons, and deteriorated in consequence. The bricks were poor, as noticed by Mr Willock on his first inspection, but, in his opinion, the work was good enough to stand.

The Sub Engineer's explanation is to the following effect:-

(a). The work was left during his absence on leave. The bricks were not as good as they might have been, as the Estate Manager restricted the Contractor to a site unsuitable for bricks. The roof could not be put on because the timber, promised by Mr Willock from the saw mills, was not supplied. After waiting in vain for 15 months he was suddenly told to get the wood himself, an order which entailed a journey of 36 miles out of Jeypore to get the timber in logs, and then carting it into Jeypore to be cut up by country sawyers. Hence the delay; but the roof has since been put on and the building is sound.

(a) Without further remarks from Mr Willock it is scarcely possible to give a decision on this matter. It is, however, of minor importance, and may, perhaps, be allowed to drop.

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(4) The Police Hospital.

In Feb^{y} 1894 the site had been selected and some stone collected.
In November 1895. "Walls completed. Part fell down, and had to be rebuilt. Woodwork of verandah roof put up. Teak wood trusses at site. Doors and windows procured, but made of wretched country wood instead of Sâl as provided in the Estimate. Country wood rafters were put in the verandah roof, but were so bad that they had to be removed."

(5). The Sub Engineer states that he should not be held responsible for the materials, as the same was purchased by the Army Officer in charge of the work, during the Sub Engineer's absence on leave. In May 1895 he handed the work, ready to be moved, to the Executive Engineer, & returned to P.W.D. Therefore he can not be held responsible for the progress from May to November 1895.
The rate provided for doors and windows was far too low for Sâl wood being only 9 annas per Square foot, 8 annas being the P.W.D rate for country wood. He therefore made them of the best material procurable for the money.
The rafters were to have been supplied by Mr Wilcock from the Saw mills, and might have been so supplied, for he says that they began to work in January 1894. But Mr Wilcock he alleges, after keeping him waiting 15 months times without, and he had to get the best materials he could, as the works would

(6). The remarks against (a) may, perhaps, be repeated here. But if the rate, provided for doors and windows, was too low to allow for Sâl wood, it is considered that Mr French might have submitted a revised estimate, instead of using inferior material.

(c) Deputy Tahsildar's Office.

Feb^y 1894. "Estimate for alliaturies prepared"

November 1895. "The building is ruins. The wood-work of the roof was put up last May, but no tiles were put on it. The wood was obtained in a hurry from the mills at the last moment. The roof partly fell, and the remainder was dismantled. A new office must now be built.

(c) The Sub Inspector's defence regarding the roof is the same as in the case of the works mentioned above, namely that after being kept waiting for 18 months for wood from the saw mills, he was told to get it as best he could. Having to send carts out 36 miles to get wood in the log, bring it in, and cut it into scantlings, with only unskilled sawyers to do the work, caused endless difficulties: and as there were important buildings to be attended to, he could not supply sufficient timber for this one too. And in the first week in May he had to go down to Vizianagaram to take charge of that Subdivision, a necessity which hindered the progress of work which should have been done before the monsoon. However the work would have stood if proper masonry walls had been built; but as Mr Willock insisted on retaining the old brick-chip and mud walls, no other result could be expected.

(c). A decision as to how much, if at all, Mr French is to blame can not be arrived at without further remarks from Mr Willock. If the Agent was responsible for the non-delivery of the mills-sawn wood, ~~so~~ stated by Mr French to have been promised and if the Agent insisted on the retention of old brick-chip in mud walls against the professional advice of the Sub Inspector, the latter can not in fairness, be held responsible.

8

(d) Improving the mud walls of the old Fort to adapt it as a site for the new Palace.

Feb 4th 1894 Earthwork just begun
Nov 2 1895 - Adg Rs 135-8-2 Absent
out of a party of Rs 1950. Mr French
had orders to apply to the Estate
Manager for coolies, but did
not do so. The latter put on
200 coolies, but they left in a
few days.

(d) Mr French denies that he did not apply for coolies. He said that he required 200 coolies daily, but that the number supplied by Mr Taylor, over a series of days, aggregated abt to that amount. As his charge extended from Jeypore to Vizagapatam, he could not possibly pay daily coolies himself, and as he had under him no Subordinate Superior to a jemadar — whom Mr Taylor suggested as a suitable payment! — he wished to do the work on Contract, but was not given the necessary facilities for doing so.

(d) It is considered that this explanation can not be accepted, unless the Subengineer can show that he represented these circumstances to the Estate Manager, at the time, in writing.

(c) Road past Mr Marsh's Bungalow—

Feb 1894. "Estimate under preparation."

Nov 1895. "Rs 861-5-3 Spent out of Rs 2093. Rs 249 of this was for wood from the Saw Mills for bridges which of course gave Mr French no trouble."

(c)

This Estimate was sanctioned in June 1894, and the Sub Engineer gave over charge of it in May 1895 having completed three culverts as well as the earthwork. He states, however, that he had collected $\frac{3}{4}$ths of the road material, but had not paid for it, as it had not been spread.

(c)

The responsibility, in this case, does not seem to have been brought home to Mr French. It is not known what his successor was doing from May to November 1895.

(f) Jeypore - Boiguma Road.

Feb 1894. Estimate under revision.

Nov 1895. Expenditure during Mr French's time as follows:-

Iron bolts	Rs 3000	Spent of the Rs 9000
Sll wood	" 778.27	Appears to under
other items	" 153	charge (1)
Total Rs	" 236.2.5	
	1167-15-4	

(f). The Sub Engineer says that this was only a patch-work estimate, for which no levels were necessary as the work to be done consisted of raising existing flats, and that Mr Willock's instructions to him were to raise the flats or such portions as

(f) Mr French should have submitted level sections, if any, to show that the portions of ground to be raised actually were flats. The sections, moreover, would show what parts were already metalled, and what parts were not. In this way the accuracy of the estimate and

Rs 236-2-9 (the last item) represents the value of actual work done by Mr French, or rather that the actual work done was valued at that figure, though in point of fact earthwork to the value of Rs 2325 was done though Mr French measured up only Rs 209 worth. Four culverts were built which we feel in owing to the bad line used. Mr Willock attributes the unsatisfactory expenditure largely to the delay entailed by carelessness, on the part of Mr French, in preparing the estimate. He says, "it having been most carelessly prepared, and orders regarding details systematically neglected. No levels were taken by Mr French, and no sections prepared".

got muddy during the rains. First he was told to estimate for a length of 45 miles: then having done this, he was told that 14 miles would suffice. After that he was directed to estimate for the work mile by mile which he had not done in the first instance because "there are miles in which there was no good metal material", so, to simplify matters, he allowed an average rate. Then there was a difference of opinion between the Agent & the Manager in regard to the material to be used: Consequently he had to prepare statements shewing whether metal or laterite would be the cheaper. Again Mr Willock he states, compelled him to design the work with dry-stone foundation. Mr Taylor protested against this, and got it altered by Mr Wolfe Murray, Mr Willock's successor. He did not pay for the earthwork which Willock's says was done, because the work was bad, being in lumps. He did not measure or pay for the culverts either because the line used was doubtful.

have been checked by the Sanctioning authority. Neither can it have been desirable to allow an average rate, for a contractor will, if he can, do the easier parts first and perhaps, shirk the difficult parts altogether. But it is possible that the delay may not have been his own fault entirely: to clear to the bottom of this, further enquiry would be necessary. And, as regards execution, if the earth work was in clods and lumps he was right not to pay for it. But the culverts should not have been constructed, except under close supervision. He says he did not pay for these works owing to the inferiority of the line. But had he not previously paid for the line? Mr Willock states, vide page 3 of this note, that Rs 3000, of the Rs 9000 advanced for line in 1894, was debited to this very road. On the whole this explanation does not seem satisfactory.

II (2) **Palace.**

Feb^{y} 1894 "Immediate collection of materials ordered."

November 1895. "Foundations & basement put in. Expenditure to end of April Rs 38156-1-1. The chief items of this are Laying foundations Rs 17181-2-5
Doors and windows - " 6388-0-0
Material at site - " 13543-0-0
The latter item was partly fictitious".

(4). **Manager's Stables.**

Feb^{y} 1894. "Not commenced."
Nov^{r} 1895. "Walls completed and condemned by Mr French himself."

(3) The Sub Engineer states that the foundations and basement had been completed by him by May 1895, and inferentially attributes the stoppage from May to November 1895 to his successor.
He has already detailed the circumstances which compelled him to obtain the lime - the fictitious material referred to - as he did.

(4). The Sub Engineer states that his charge extending, as it did, from Papakondi to Vizagapatam, 144 miles, he could not always be at work at Jeypore and consequently could not be held to blame for bad work done in his absence. He was to have had

(2)
It is considered that Mr French can not be held responsible for the unsatisfactory progress, as the work stood when he handed it over to a successor. The lime question above has already been dealt with in pages 1 to 4 of this note.

Mr Willock has not made it clear that the Sub Engineer was provided with adequate supervision for the superintendence of Agency works during the latter's tours elsewhere. And if it is a fact that

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(3). Mr Willock also charges the Subengineer with making the Contractor a present of limestone, alleged by Mr Willock to be worthless, which had been lying for long unused on the Potuplui-Kovapat Road, the object of this present being to enable the contractor to manufacture the lime for which he had already been paid Rs 9000. Mr Willock writes "The history of part of the limestone, which Mr Fletcher did

two Overseers on Rs 80 each, but from December 92 to Dec 94 he had only a Subovereer on Rs 60, and that a person who had been converted from a clerk. He again alludes to Mr Willock's failure to supply him with wood from the saw-mills as promised.

(3) The Subengineer denies that the limestone was worthless. He states that it was good, and quotes the 15 ft ~~at the 20 ft girder~~ bridge as having been wholly built with this lime, as well as a 15 feet arch bridge, a large underground and all minor culverts on the Kovapat - Dummupal Road, saying that all these works are in perfect order, besides a 15 feet, and a 20 feet girder

the Subovereer was inefficient, and that the bad work occurred during Mr French's absence from the Agency he might be censured on this account. As regards the wood, Mr Willock gives a different version which will be dealt with further on.

(3) Evidence of important works having been built, without disastrous consequences, with this lime does not, necessarily, prove that it was good. It depends on how much sand was mixed with it. Good lime will take fully two parts of sand to one of its own bulk: but Mr Willock states that this

supply is as follows:-
It was originally carted up from the plains for the bridges on the Potinpi-Kirapet Road by the Dept. of Public Works, but being too bad to burn, it was transferred to road metal in the accounts. Being too soft for metal, it lay unused until about a year ago when Mr French allowed Mr Fletcher to cart it on to be used on the palace works. Not only did he accept the worthless stuff, but he allowed Mr Fletcher to remove it free of charge, thus making him a present of the initial cost of what was probably paid for as good lime, and cart-hire for considerably more than half the total distance which lime had to be carted - viz. from near Salut, in the plains, 70 miles away. The lime made from the stones

bridge which were partially built with the same lime. He says that the real reason why the limestone was not all used up before was because there was no one to help him to burn it, and in support of this statement he quotes correspondence. He states that Mr Fletcher did not cost the limestones [illegible] cost, but that he paid for all he took. He attributes the inferiority of the lime, not to the stones which he states were good but "to the way in which Mr Fletcher abused the manufacture of it."

lime might be mixed with an equal bulk of sand without producing good mortar. However, this is a point on which an opinion cannot be given without a report from a competent judge, and as the question of quality of the lime is a minor matter, compared with the more serious charge of having made the contractor a present of the materials, it may perhaps be allowed to drop.

The Agent Collector accuses the Sub-Engineer of presenting the Contractor with the initial cost and cart-hire of the limestone. The latter denies that he did so: but states that the contractor "paid

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is being used for the smaller works but it is so bad that it has to be mixed with its own bulk of sand, and even then produces a very unsatisfactory mortar."

In connection with this matter, moreover, Mr Willock brings to notice that in December 1894 Mr Trench wrote a letter to Mr Fletcher which contained the following para. "As soon as your carts are available, you had better get them to cart in all the limestone you will want to burn i.e 300 garces. You must at least have the materials to shew to my successor. Please try and square them up soon. I will shew you W. M's (Wolfe Murray's) proceedings when I come to Jeypore. Keep all this to yourself. Don't tell

Mr Trench states that the words, "Don't tell even your wife", refer to his failure to get his promotion of which he felt ashamed, inferentially denying that they in any way referred to the limestone.

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for what he took, at rate fixed by the Superintending Engineer." A reference has recently been made to the Accountant General on this point - vide linked letter and he states that no credit can be traced in the accounts or account of the transaction. It is not clear how much of the limestone was removed, or whether the 6½ garces, admitted to have been received, were subsequently entirely from these materials. There is however no doubt that Mr Trench urged the Contractor to cast away sufficient stone for the manufacture of 300 garces - vide extract of his letter quoted by the Agent on page 10 of his report - and as apparently the Contractor did not pay for what he did remove, the intention may have been to make him a present of the full amount. Nothing is said in Mr Trench's letter (flagged E) about paying for the materials. He may have mentioned the matter in another letter but he does not say so, and the Accountant General reports that no trace of any payment can be found. The Sub Engineer, therefore, has not cleared himself from the allegations made against him in this matter.

As regards the letter to Mr Fletcher, the extract given by the Agent may be suggestive, but as it proves nothing, it

own your wife" Mr Willock considers the last few words very suggestive. A copy of the letter is in the file flagged E, and Mr Willock states that it was handed over by the Contractor in consequence of a quarrel which he had with the Sub Engineer.

(4) The next charge is in connection with the wood supply, alluded to above. It would appear that the estimates for the works under construction all provided for the use of Sal wood or teak. But Mr Willock states that, regarding this, Mr Kench purchased jungle

(4) The Sub Engineer reiterates the defence, the purport of which has already been given on page 5 of these notes. He maintains that Mr Willock had assured him that the mills would supply all necessary timber and that after resting on this assurance for 15 months,

seems scarcely worth while to seriously consider it.

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Flagged C

(4) In page 8 of his letter, the Sub Engineer says. "Mr Willock, when I took charge of the Estate Engineership, faithfully promised to give me all the wood I would require, cut up by the Saw-mills to scantlings, and after making me wait 15 months, suddenly orders me to get my own wood." But in

wood in Salar, 70 miles away, instead of getting the wood from the saw-mills, only 22 miles distant. Mr Willock quotes instances of serious loss incurred by this arrangement which he condemns as having been unnecessary for the saw mills were in good working order "and could have supplied him with any quantity of the best possible timber sawn to any size he required". The reason for this extraordinary proceeding Mr Willock says, was due to the Sub Engineer having fallen foul of the saw-mills, and as it was apparent that he would make use of any hitch as an excuse for failure to get on with the works Mr Willock did, at the Sub Engineers suggestion, authorise him to make his own arrangements to

be asked for, and obtained Mr Willock's permission to make his own arrangements about getting the wood. Mr Willock, he says, was aware that the mills were in good working order, but he preferred leaving him at his own request, even ignorant of the working state of the mills, & being prepared waiting 15 months, to make his own arrangements, full knowing that that would entail a delay of years, and that even if there had been a hitch in the working of the mills, stopping work for two months, such would be a trifle compared with

page 19, he writes "Finding that it seemed hopeless to get wood from the mills, and seeing all work delayed for want of it, I did ask Mr Willock to try and make my own arrangements to get wood for the several buildings under my charge". Thus in one place he states that he was suddenly asked, while in another he corroborates Mr Willock's statement to the effect that he deliberately asked for the order. Before taking such action as this, involving, as it did, what he admits to having been an extremely unsatisfactory business, he ought have gone to the mills himself and verified their efficiency from personal inspection. He would seem

procure the timber from elsewhere.
Mr Willock states that a great deal of the timber obtained in this way has vanished from the accounts, nobody knowing what has become of it, and that the Estate Manager estimates the loss in this manner at Rs 903-5-2.

(5). Mr Willock further charges the Sub Engineer with payment Rs 383-12 for tiles for the Hospital and Managers Stables though only a few had been delivered for the first work, the remainder being in the Kilns: these were stated to have been paid for, although not delivered but also without enumeration as to their quantity

the alternative of getting his own timber and crudely cutting it up by hand.
The Sub Engineer says that "every cubic inch" of timber was accounted for, and that the Agent and the Manager are both mistaken in regard to there being any confusion in the accounts.

This allegation is virtually admitted, but Mr French states that these tiles were purchased after inspection and approximate calculation of the number in the kiln. The numbers paid for were as follow:-

Pan tiles for Hospital	70,000
Pan tiles for Stables	56,000.
Total	126,000 all

perfect, save 4150 - a fair percentage allowance for breakages - were delivered and used on the works. Thus there was no loss.

that Mr French's explanation in regard to the wood is absolutely worthless.

* This is a matter on which an opinion can not be given without seeing the accounts.

The mode of this payment, though irregular, entails a very minor charge compared with the others, and if there was no loss on account of the tiles, it seems scarcely worth noticing.

(6) Mr Willock's final charge is that the Sub Engineer debited the Jeypore Palace with Rs. 301-6-0 on account of cartage which he transferred from the Polinpai-Koraput Road for the bridges on which the stone had originally been carted, probably 60 miles, across the plains. As this stone was not used after all, the Sub Engineer charged the whole initial cost, including original cartage, to the Palace, plus an additional cartage for a further 23 miles. He did this, Mr Willock supposes, "to help himself out of the difficulty which his exceeding the grant for completing the road put him into". And Mr Willock goes on to say that this was no part

(6) Mr French states that he also was not responsible for the excess on the road estimate, most of which was incurred by others dead and gone: and that Rs. 301-6-0 could not materially reduce it, being but a drop in the ocean of excesses that have occurred. Therefore to attribute such a motive as that for transferring the material would be absurd. The stone, he states, would have suited the Kotah Bridge work admirably, and they were just the sort wanted for the Palace, being suitable for the grand staircase, and also as pier-bed-stones equal to the requisite

(6) The transfer of materials from one work to another is a matter which is usually left to the discretion of the Executive Engineer, and as such interchange is usually between Government works, the cost is generally borne by the work which can best afford it. When however the change is from a Government work to a semi-private work, the Engineer's judgment should be more carefully exercised, and in this case the Palace should not have been charged with more than what it would have cost to obtain the same stone direct from the quarries, presuming such stone really

19

4 5

of the Palace for which this stone was suitable; and that Mr French's explanation ~~in his letter dated 10-1-~~ is almost worse than the offence, for it is "that he only transferred the stone temporarily to the Jeypore Palace, and intended to retransfer it later on to the proposed Kolab Bridge, involving still another 9 miles of cartage".

* pages 1 and 2 in the pencil Document stapled t

pressure of 8 tons each. "As Engineer in charge", Mr French says, "I was the best judge as to what stones should be used, and accordingly arranged".

-2-

to have been necessary. On this point, however, there is a difference of opinion between the Agent and the Sub Engineer. If considered important to ascertain who is right, a reference might be made to the Superintending Engineer of the circle. But if the stone is at the Palace it is, perhaps, desirable to use it if it has not been used already, and all that seems necessary is to debit that work with a fair price and let the road bear the difference. This charge may be classed as a minor one.

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Charges by Mr De Morgan, Offg Superintending Engineer, 1st circle.

(Document Flagged H)

These charges are:-

(1) That the Sub-Engineer used inferior mortar at the Korapat Sub-Jail, the Executive Engineer having condemned it "as bad throughout."

(2) That he advanced Rs 1200 for lime of inferior quality (Rs 10 per parse and Rs 20 cartage from Sebur to Korapat).

(3) That the lime used for the Manager's Stables is reported by the Executive Engineer as being the worst he had ever seen, being possessed of none of the properties of lime. This was paid for by the Deputy Collector less 10%: "but Mr Hands paid for it in full in January 1894."

The Sub Engineer's explanation

(1). He says that the mortar was good, and that Mr Hancock, the Executive Engineer referred to, did not examine it thoroughly and must have condemned it as being bad throughout, for he did not see the building till it was finished. Mr Hands adds, as a proof that the mortar was not bad, the fact that there are flat arches, built with the mortar, 9 feet clear span, although the proof has been open, and which have not cracked.

(2) This lime - for which Rs 1200 is stated to have been advanced - was for the Jeypore Portuguese and not for any work at Korapat, and had nothing to do with the mortar condemned by Mr Hancock. (continued on page 22)

Remark

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It is not clear whether the advance of Rs 1200 for lime referred to in (2) is part of either of the three advances of Rs 3000 dealt with in the preceding pages. If it does form part of one of these advances, the Sub Engineer does not deny the inferiority of the lime procured by him, but defends himself in regard to that matter, as may be seen by referring to page 13 of these notes. If it does not form part of one of these advances Mr Hands was guilty of an additional

(continued on page 22)

(4) That the purchase of Salem limestone was unnecessary, for good nodular limestone is procurable at Jeypore, and lime is manufactured there at Rs 10 per parce. A large sum in carriage might thus have been saved: but the Superintending Engineer considers that it was not to Mr French's interest to obtain lime locally.

Pt. 22

lime was, the Sub Inquirer states, inspected by Mr Garrett, Superintending Inquirer, and Mr Handcock in Feby 1896, and no exception taken to it.

(3) The Sub Inquirer admits that the lime — or rather mortar — used for the Manager's Stables was bad, but that he did not pay for it. He says that it was paid for in full by the Deputy Tahsildar. Obj:- Rs 720 for 30 gaires. He states that, owing to the neglect of the Overseer, there was too much sand put in the lime.

(4) He denies that good limestone is procurable in Jeypore, whatever Mr Handcock may say in its favour, and casts the opinion of several officers as being adverse to

irregularity in advancing Rs 1200 in addition to the other items amounting to Rs 9000. In either case he has nothing to say in his favour, with regard to the advance, beyond what is already shewn in pages 1 to 4 of these notes.

An opinion can hardly be given in regard to (1), (3) and (4) without further inquiry, which scarcely seems worth while considering the comparative unimportance of these charges when compared with the other very serious

ones.

22-23

(4. continued) its use, and he condemns it "in toto" as being little better than mud": and argues that the Superintending Engineer knows nothing about the line, and yet attributes dishonest motives to him

C.R.S.
17-7-96.

Account Department.

Fort St. George

Accountant-General's O

10th September 18

No. 2824

From F. C. Harrison Esquire,

Offg. ACCOUNTANT-GENERAL to the

GOVERNMENT OF MADRA

To

The Secretary to Government

Public Works Departm

Sir,

In reply to your Under Secretary's let
No. 1187 D. dated the 31st August 1896, I hav
the honour to state that no documents a
received in this office in support of cred
in the Treasury Account and that no credit
can be traced in the accounts on account
of the transaction referred to in the let
during the period specified therein.

I have the honour to be
Sir,
Your most obedt Servt.

H Manisa
Offg Accountant Genera

WR

(189) DEPARTMENT.

om

THE ACCOUNTANT-GENERAL,

MADRAS,

THE

No.

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ceived

No

SUBJECT.

1-5-96.

EXECUTIVE ENGINEER
79 DEC. 95
P.W.D.
VIZAGAPATAM DIVISION

No. 1560 Vizianagaram 8.12.95
15.12.95 Camp Salur 13.12.

From The Sub Divisional Officer
Vizianagaram

To The Executive Engineer
Vizagapatam Div.

Sir,

With reference to your No. 2717 of 10th instant, I beg to afford the following explanation.

The "confusion in accounts" alluded to in the report was due to the failure of the saw mills to supply the wood as promised. At first nothing could be got from the mills as it could not be got to work. On this late in the season, I was ordered to make my own arrangements for all the wood required for buildings under my charge. This was quite a new kind of work to me, and one which no officer

subordinate ever attempted to do here
the D.P.W. All woodwork was cut
& pent up after being fitted on dummy
illars at Vinag by the Executive Engr.
against this, I was made to go
into an unknown country to me,
ist to buy wood in the rough and
ew have this cut up to scantling
at a spot 28 miles away from
my nearest work. I had my work
doubled and only my 2d clerk
converted into a Sub Overseer to
help me. I was too heavily hand-
capped to work satisfactorily.
The agent promised much aid
from Estate servants, but upto
the time I left the Estate I cer-
tainly got no aid from anyone.
The confusion complained of
is mainly in the item of wood
work and as the records I require
to put this in a clear light are
not complete, I hope to show that
I have truthfully, that there

is not much confusion as is complained
of, but that a little patient looking
into would satisfactorily dispell.
was no fault of mine that this was
not cleared up before I left, for I
was not allowed to go over the whole
of my charge, to clear up all matters,
but was hurried through in 6 days
which properly speaking, should have
been done in six weeks.

Potanghi Konput road

The excess on work No 1 of Rs
514-14-9 was due to the excessive lead
and lift of the Karandi Bridge ap-
proach. The original Estimate
allowed an average rate of Rs 6
per 1000 cft. of earth work. But when
this work was begun (Completing
Potanghi Konput road I mean) 6 Rs
was paid for all embankment and
hence when it came to paying for high
banks at proportionately high rate,
an excess occured. It was not I who
paid the 6 Rs rate at beginning. I

since only in 1890 and the work was
begun in 1884 I think.

Work No 2 was and is delayed for
want of wood work; as before stated
I was made to get the wood work
myself, and it was never intended
that I should; but be supplied by
the mills.

Work No 5 was also delayed
from want of teak wood venetian
shutters. This I never arranged for
before and gave it to a contractor
to do. He however failed after a
long trial. I had then to buy an
other contractor and after much
difficulty got them. I must
here state that under the D. P. W.
such things were made up by the
Executive Engineer at Vizagapatam
and sent me only to fix up. The
unspent balances on works 2 & 5
remained for want of wood work
alone and not for any other descrip-
-tion

-tion of work.

Work No 7 was given out on contract
and approved by the Agent. The Contr
however did not get on well and so, I
took the work away from him and
finished it departmentally.

Regarding work No 3. Since the
agent took it up he firmly resolved
to cut down the allotment allowed in
the D. P. W. by a half. This being so,
the agent on his first visit, after
taking over the road, admitted that
if it were not for the large reserve
stock of metal kept up by the D. P. W.
the road would have fallen into much
disrepair. I was even ordered that
a larger grant should not be ap-
-plied for, but that the road should
be kept in such repair as it could
be under the reduced grant, and
if any miles were found to fall
into much disrepair, then it could
be remade under a fresh construc-
-tion

tion Estimates. The object of this was of course to shew that the agency could maintain this road for a far lesser sum than the D. P. W. owing however to the very heavy traffic passing over the road the scheme would never succeed, for only constant repair could keep the road in good order, and hence whenever the agent came up, fresh sums were allotted by him, to keep the road in good order, as the reduced grants had allowed some miles to get into disrepair. If all these additional grants were originally sanctioned at beginning of the official year, then the road would never have fallen into dis-repair, but would always have been kept in order. If you will look into the many reports regarding the D. P. W. in the Ghats, you will see, that the Agent always makes it out a very Expensive De-

alone and not [illegible]

-tion

Extract of the proceedings of the Madras Govt.—

Department, and in order in this one case too, to shew it so, the original grants were cut down, with the result, that the road naturally fell into disrepair here and there. In this one instance I beg to remark that on the Agent (Mr. Wolfe-Murray) informing me of the first four miles wanting repairs much, I at once went down to inspect them. With the exception of two furlongs in the 3d mile, there was not much to complain about the rest. These furlongs were in a heavy gradient, and the very heavy traffic had grooved them down much, but certainly there were no deep ruts in them such as to cause, in the least, accidents to carts, and the best proof is, that with the hundreds of carts passing up and down, not even one broke down in these four miles; thus showing that neither these two furlongs, much less the whole four miles, were not in a

[illegible]

conditions supposed to be by the Agent.
I can personally speak of the state of
the road as, I drove over it in my
dog cart several times before repaired.

Regarding the Sub Magistrate's
Cutcherry at Jeypore my explanation
is the same. The Agent originally
promised to supply me with machine
cut salwood. The manager of
the Jeypore Estate however could not
supply me with wood, and as in
absence of the wood work it would
have been madness to dismantle
the cutcherry, I could do nothing
to it, and hence the grant had to be
otherwise utilized. I went over to
the Estate on the distinct under-
standing that all wood work
would be supplies to me, but this
was not done, as the Manager
could not get the saw mills to work
at first, and hence the failure of
all Government and Estate Works
here

here. If the Agent did not reduce
the rate for salwood wrought & perhaps
simply to prove the expensiveness
of the D.P.W. in one more instant at
least, and with the intention of sup-
plying it cheaper from the mills,
which at first proved a failure, I
might have asked the Executive Engr
Vizagapatam for a good Contractor
from Vizagapatam, and have gone
on with all works here as usual.
But with the rates reduced below
the D.P.W. ones, and the mills not
working, my work was bound
to be a failure.

Regarding Mr. Taylor's remarks
I beg to explain in detail. He
complains that "the material registers
were left in considerable con-
fusion". As already explained by
me, if I were permitted to give over
charge in a proper manner, there
would not have been any of this
much

much complained of confusion. I gave notice in August 1894 that I would not remain in the Estate, on my then pay and allowances, timely steps should have been taken to relieve me by 10th December 1894, and an Engineer sent in proper time to go round all Estate works carefully, and take over charge in detail. Instead of this I was hurriedly ordered to hand over charge and revert to the D. P. W.; giving over in six days, a charge that should have taken at least six weeks. Even now this confusion can be cleared up, if I get some more information, which I have written for, from the Estate Enquiries.

Mr. Taylor admits that as promised the walls of Hospital and stables at Jeypore were built. I could not roof them as I could not get the wood work ready. The words was alone and not [illegible] tion

was bought when the saw mills would not work, and when I was ordered to make my own arrangements for wood At the time Mr. Taylor writes, I was getting the wood sawn up at Jeypore.

The Palace work I began about end of November 1894 and completed up to top of basement by end of April 1895. According to Mr. Taylor's indent the rates may be high, but according to data furnished the rates are normal. At the time I left the Estate, the contract with Mana Singh was not ratified, and Mr. Taylor had the option then, both as Estate Enquiries and Manager, to cancel the contract and do the work at cheaper rates. Mr. Taylor however did not do so, why I cannot say, and he does not explain.

Mr. Taylor says very little was done to the 2/3 mile of road from Mr. Marshis Bungalow. When I left, the earth

earth work was completed, all the tunnels built and the wood work for them put up, as well as some stacks of laterite for putting on road collected. Under these circumstances I don't think his statement is well founded.

Regarding the Jeypore Borgumma Road, all that has been done up to date, was done under the arrangements I made. I had not an opportunity to measure the work, but nevertheless Mr. Taylor cannot take the credit of having done the work himself, because he measured it. If I did not order and arrange for this work, nothing would have been done. Since I gave over charge i.e. over seven months, Mr. Taylor has had nothing done to this road, I am told. As Mr. Taylor must know, when I was ordered to send up this Estimate, not as it is now cut down,

down, but as originally ordered, that is from Jeypore to Nowrangapur, 28 miles, and from Borigumma to Kotpad, 19 miles, and when these were sent to him, he must have known that no levels could have been taken for it, as Agency Estimates don't require them. Mr. Taylor had these Estimates in his hand often, as well as the Agent, but I was never asked for any sections, as the whole thing was wanted, as the usual agency Estimates, i.e. roughly. I could have supplied the levels, if it would have been of any help to Mr. Taylor, for the more asking, but he never so much as hinted that he wanted them, except now. He made many objections to the Estimates, which were from time to time remedied, but never a word as to levels, or else they would have been supplied too.

The Agent Mr. Wolfe Murray remarks

remarks further on that he "saw the new Police Station standing with cracked walls" and that he ordered "one wall to be pulled down and rebuilt". With reference to this, I beg to state that only one wall had cracked and not all. The Agent ordered the crack to be taken down to the bottom, and rebuilt, and this was done with bond stones 1½ ft apart. That is only about 4 ft in length of wall was pulled down and rebuilt. This building was constructed during my absence on 5 months leave, & it was not then observed that this part of the wall was built on an old well. I am not responsible for any thing done during my absence. The wall is good now.

In conclusion I beg to state that my not doing so well here as Estate Engineer, as I did as Sub Division Officer, as Enclosed Extract from

from records will prove, is owing to any being called upon to do work here in the agency tracts, which it is really difficult to do, and to which I was not used to, and which I was promised would be done for me, viz: the supply of salwood work. In the end, on one hand, the Manager Jeypore Estate could not supply the wood, as the mills would not work, and on the other, the D.P.W. rates were cut down, so that I could not get a Contractor from Vizagapatam, to supply me with the required wood. I got no aid whatever from anyone up here, as I was led to expect I would, by the Agent, and I had single handed to cope with what here may be safely said, to be insurmountable difficulties. All I can say is, I tried my best and did not succeed so much as I was required, although

although under the conditions, it could not have been expected of me.

I beg to remain
Sir
Your Most Obed.t Serv.t

Edmunthwaite

Sub Divisional Officer
Vizianagram

15/12

SUPERINTENDING ENGINEER
7 JAN 93
FIRST CIRCLE

Extract of the proceedings of the Madras Government.

P.W. Department.

× × ×

Leaving Vizagapatam on 6th January, I proceeded via Salur and ascended the Ghaut to Sunki on the 9th idem. The ghaut I found almost blocked by the enormous number of carts passing up and down in search of, or laden with grain. Notwithstanding this the surface of the road was in excellent condition. The Sunki and Rallagedda bridges have been completed since my last visit and traffic much facilitated thereby, especially by the former. At Pottangi I found the new Deputy Tahildar's office, with the Public Works Department had taken more than three years to build, almost completed. I regret to say that the Special Assistant Agent reports now that it none leaks so badly that he refused to take it over from that department. The road between Pottangi and Koraput I found in excellent order, except at the big Kerandi bridge, which with its approaches, was only being commenced. This is a most important work and involves a diversion of the course of the Kerandi River one of the chief tributaries of the Kolab. I hope it will be a success but the River is a nasty one to deal with, the bed

Soil of its bottom false, and its liability to severe floods very great. The bridge is expected to be completed in November; at Koraput I found that much progress had been made with the various Government buildings under construction by Mr. Jeneck, the Sub. Engineer in charge, who certainly has a talent for getting work done in the Agency. The Police Hospital and lines and the Superintendent's office were complete or nearly so. Good progress has been made with the Deputy Tahsildar's office and a fair start had been made with that of the Special Assistant Agent.

Yours &c.

W. A. Willock.
Agent to the Governor.

(True extract)

E. Thurston
Sub. Divisional Officer
Vizianagram Sub Div.

EXECUTIVE DEPARTMENT
RECEIVED
29 DEC. 95
FIRST CIRCLE

7- JAN 96
FIRST CIRCLE

Rw E.3
1100/96

Extract from G. O. No 1217/D, L. W. D. dated
2nd May 1891.

× × ×

Mr French Sub. Engineer, took charge of the Sub. Division on Mr Loam's getting ill in July last, and the improvement in the progress of work during the last six months has been most marked. He at once succeeded in getting carpenters and in finishing off the roofs of the Koraput buildings that had been at a standstill for months. He retained all the labour which Mr Loam and Mr Harris had and procured more. He cleared off numerous arrears of office work and managed to submit his accounts more regularly than they ever had been in Mr Loam's time.

He is energetic without being fussy or annoying his subordinates, and has a quiet, steady systematic way of carrying out all he does. Promptness in making payments is one of the secrets of his success.

I was so satisfied with the result of his work that, on Mr Loam's recovery in october last, I continued to keep Mr French in charge, putting Mr Loam on to special duty (he is now completing the estimate

estimates for Central Province road). I should mention that for much of this time Mr French was quite unaided, having no Overseer or Sub. Overseer under him.

× × ×

3. Mr Traill's report on Mr French's work is very creditable to the latter officer.

× × ×

/True Extract/

E Schmettau
Sub Dv. Officer
Vizianagram

Ower 2
1114/95

alone and not yo- -tion

Extract from G. O. No 4 Judicial dated 27th April 1892.

× × ×

Para 4 × ×

There is an excellent man at hand in Mr E. French Sub. Engineer of the Public Works Department, who has been in charge of the Government works above the ghats for the last two years and to whom all the progress which has been made in that time is due. × × ×

/True Extract/

E Schmettau
Sub Dv. Officer
Vizianagram

SUPERINTENDING ENGINEER
7-JAN.95
FIRST CIRCLE

19 DEC 95

EXECUTIVE ENGINEER
REGD. NO. 2990
29 DEC. 95
P.W.D.
VIZAGAPATAM DIVISION.

SUPERINTENDING ENGINEER
No. 2870
7- JAN. 96
FIRST CIRCLE.

No. 7296 V.Z.

FROM

A H Bamett Esquire
~~SUPERINTENDING~~ ENGINEER in Ch
Eqcutive

FIRST CIRCLE.

Enclosure 1. TO

THE CHIEF ENGINEER

P.W. Department
~~FOR IRRIGATION.~~

Camp. Pemple
~~DOWLAISHWARAM,~~ 28. 1. 1896.

SIR,

I have the honour to submit in original Mr. French's explanation called for in your No. 2928 16.11.95

2. It will be seen that the failure of the Estate Manager to supply wood is given by Mr. French as the principal reason for the short outlays and the Correspondence ending with my No. 115 V.Z. 16.5.95 will show that Mr. French is Correct in stating that he had to hand over charge hurriedly, so that he had no time to explain to his successor matters of Accounts which were doubtless somewhat involved

× No. 251 D. 27.5.95

3. I believe there are several other cases pending against Mr. French, but his replies to the remarks made by the Acting Agent to the Governor Vizagapatam District in his Administration Report for 1894-95 are I think fairly Satisfactory.

4. There can be no doubt that Mr. French

Rs 2870 of 6/1/96

Forwarded to the Superintending Engineer I st circle with reference to his endorsement No. 595 V Z of 23.11.95 on G. O. No. 2928 of 16.11.95.

Manderson
Executive Engineer 22
Vizagapatam Dt.
21/12

Rs 2.1
11/4/96

alone an

P. W. CURRENT No. 1114
S. T. T. 500 - 31-7-04

FROM A. H. Garrett Esq.
SUPERINTENDING ENGINEER
FIRST CIRCLE.

TO
THE CHIEF ENGINEER
Pro. Department
~~FOR IRRIGATION.~~

DATED 28th January 1896.
DESPATCHED 31st
RECEIVED

NO. 729 V.Z.

ENCLOSURES 1

SUBJECT.

Mr. French Sub Engineer submits explanation of—— for the short outlay while he was Estate Engineer, with remarks

No: 3807E dt 31/12/95 taken out for Cno. 2/15 to Goa sent to H.E. the Governor

Mr. French was not the man to be selected for the post of Estate Engineer, and it was too much to expect a man in his position to have proved a success under responsibilities far heavier than he had been accustomed to, and with a freedom from control which made it necessary for him to touch far more than was desirable to his own judgment.

Encls 4
Recd: 4.2.96

I have the honour to be
Sir,
Your Most Obedt Servt

Exve Engineer in Ch. Pro. Circle

EB. 3/1

O.L.S.76.

Copy of letter No: 224 of 3.3.96 from the Sub Engineer Pro. to the Exve Engineer Vizagapatam Division, Waltair

——"——

With reference to your No: 2853/26.12.95 (herewith returned) I beg to state that the work has since been completed. The reason why it could not be completed before was, that when the materials and labour were ready, the rooms could not be vacated for carrying on the work, when the rooms could be vacated, our carpenters had gone off to other Agency works. Hence the delay.

True Copy

W. Morgan

Exve Engineer in Ch. Pro. Circle

EB 6/4

2.4.96.

OLS.2
3537/56

Copy of letter No 96 dated 18.7.95 from the Civil Apothecary Police Hospital Kesapet to the Superintendent of Police Egypore District

---

With reference to letter No: 1033B of the 29th Ultimo from the Executive Engr Vizagapatam, I have the honour to inform you that the report of the Sub Divisional officer Vizianagram, that the work on Police Hospital Kesapet was delayed on my account is entirely a false one. About the middle of April last, I vacated two rooms, but after fixing up the shutters to one room and partly to the second, the D.P.W. servants never made their appearance though the room was left open for days together. Since then I have not been asked either by the Sub D.I. officer or by his Maistry who is in charge of the works here to vacate any room.

This morning I saw the maistry on

on the subject and he tells me that the work was delayed for want of screws. How in spite of this, I could be blamed, I do not understand and I request you will be kindly pleased to bring these facts to the notice of the Executive Engineer.

'True Copy'

W Duncan

Exe Engineer in Ch. Nils

2.4.96.

Ex Engr

O&S.1
3537/96

No: 134.2.

From

W. C. De Morgan Esqr.
Exe Engineer in Ch. Nils

To

The Chief Engineer
P.W. Department
Camp, Dn Laisheneram Dy 2.4.96

Sir,

With reference to Para 1 of your memorandum No: 3807/C, dated 3.12.95 I have the honour to submit herewith Copy of a letter No. 224 dated 3.3.96 from W. French, Sub Engineer, Cautioning his explanation as to why the Venetian shutters for the Police Hospital at Korapad could could not have been put in before end of March 1895. The Exe Engineer Vizagapatam Division Considers W. French's explanation as most unsatisfactory and I quite agree with him.

W. French says in his explanation

A. W. G. F. No. 4—500—3147-01 3537

FROM W.C. DeMorgan Esq.
SUPERINTENDING ENGINEER
FIRST CIRCLE,

TO THE Chief Engineer & S. D.
Madras.

DATED 2nd
DESPATCHED 7- April 1896
RECEIVED

No. 13 V.Z.

ENCLOSURES, 2

SUBJECT,

Police Hospital at Koraput—
Submits copy of Explanation from
Mr. French, Sub Engineer, on the
slow progress of the —

explanation that the Pomas could not be vacated for carrying on the wak, but on this point I submit copy of a letter No. 96 dy 18.7.95 from the Civil Apothecary Police Hospital at Koraput.

2. The Exec Engineer reports that the wak is now Com-pleted.

Encls 2
Answ: 10.4.96

I have the honour to be
Sir,
Your Most obedt Sv

W DeMorgan

Exec Engineer in Ch & Cnl

E.E. 6/4

0.L.S.-76

0.L.S.-76

No: 5 V.Z. Camp Dhulaisahi
Dt:

W. Fewck's explanation

Regarding the work of the Hospital and Stables at Jeypore, I beg to State that I condemned the wak and recommend-ed the Agent to fine Mr. Fletcher 25% on his wak. During my absence on 5 months' leave, Mr. Fletcher was paid for 30 gaaz of lime on the Hospital. I am not responsible for this.

(True Copy of the Extract)

W DeMorgan

Exec Engineer in Ch & Cnl

20.4.96.

would never have received his advance of Rs 9000 for lime in the manner that he did.

4. I believe that the Superstructure of the Hospital was built only in November and December 1894 and owing to the advance payments made by Mr French for bricks and tiles (including value delivered at site) it was quite impossible to carry out Mr. French's suggestions as to a reduction of 25 % on the work, for which he had himself paid in full upto verandah level.

Yours Obey

W DeMorgan

Exec Engrs Ch. P. Circle

20.4.96.

Encls. 2

P.W. 5002. Camp Dulaiswa

Dated 19 4/96

From,

W. C. De Morgan Esq

Exec Engineer in ch

To

The Chief Engineer

P.W. Departmen

Madras

Sir,

I have the honour t

report as follows on the w

in which Mr French ha

carried out the works u

his charge in the Apeej

Sub Division, Vizagapata

2. In his Inspection

notes for October 1895, Th

Exec Engineer, Vizagapat

Condemns the mortar

used on the Koraput Se

-Jail, as bad throughou

3. As already reported

FROM W.C
SUPE

TO
TI

DATED
DESPATCHE
RECEIVED

Police
Submits
Mr. Fren
slow prog

this office No: 829 dated
3.6 Mr. French advanced
1200 for 30 garees of lime
wch is 40 per garee + 20 Carriage
of from Salur to Koraput.)
he did only was this proceeding
irregular and open to Suspi-
cion, but Mr. French appears
to have taken no pains to
secure a good article for
his money.

The lime used for the
Manager's stables and
Hospital at Jeypur is re-
ported by the Exe Engineer
over the wall he had
seen seen, being possessed
none of the properties
lime.

Mr. French was called
upon to report how he came
accept such stuff. His
explanation has now been
furnished

No

spended after great
delay and a copy of it
is attached. Mr. French
explanation does not a
my opinion clear him of
responsibility. The Agen
to Govenor Vizagapatam
on a reference from th
Exec Engineer repeat th
the Deputy Inhoulda
withheld 10% of the v
of the lime; but Mr. Fre
paid up in full in Ja
1894.

6 The Exe Engineer then
asked the Manager of
Jeypur Estate whether
French paid the fun
Bill of Mr. H.T. Fletch
on his own authority
with the Manager's pe
-mission. A Coby of
Mana

I

FROM

TO

DAT
DES
REC

magent's letter is attached to
& this needs no Comment.
Mr. French has, I consider,
cid himself open to the
ausest suspicion. His
tion in advancing such
large sum in full payment
lime non-existent, at
time, the advance was
de, was highly irregular
nothing more. There are
wever several qualities
lime manufactured at
ur, and when it turns
that the best quality
been paid for, and
many cases stuff possessing
of the properties of lime
er been used, only one
clusion can be drawn.
It appears moreover
t good nodular
limestone

Limestone is procurable
round Jeypur and
lime is manufactured
at Rs 10 per garee, of good
quality. No attempt how-
-ever appears to have been
made to expand the
supply of this nodular
Kunkar; as it probably
was not to Mr. French's
interest to do so. The Opee
Inquirer properly stopped
the supply of lime from
Salur, and as its increased
demand the supply of
the local material will
probably increase.

9. I forward this rep
for such action as you
may deem fit. Mr. French
has now been transfered
to the third Circle, and

I

FROM

TO

DAT
DES
REC

I have the honour to suggest
that the officer, under whose
he is placed, is placed
in possession of his previous
history. Personally, I
know nothing of him,
but I conclude that
he should be subjected,
to the closest supervision,
and his responsibility
minimised. He has been
left too much to his
own devices and too
much confidence has
been reposed in him, and
herein lies his only pos-
sibility of excuse.

I have the honour to be,
Sir,
Your most obedt Servt
W Demorgan
20
Dpty Engineer in Ch.

From W. C. De Morgan Esqr.
Ex. Engr. In charge I Circle

To

The Chief Engineer, P.W.D.
Madras.

Dated 19th
Despd. 23rd } April 1896.

No. 50 V.Z.

Enclosures. 2

Subject

Mr. French's carrying out works in the Agency Sub Division —Reporting on the System of — with remarks.

P. W. CURRENT No: 37

No. 1407 cs/ 12-3-96 √1
3807 cs/ 3-12-95 √2
29 28 ws/ 16-11-95 √3
2539 ws/ 15-10-95 √5
1504 ws/ 20-6-95 √6
3519 s/ 11-6-95 √9 2
2519 s/ 27-5-95 √8
698 s/ 26-4-95 √9 27.4.96
539 s/ 24-4-95 √10
279 s/ 20-4-95 √11
59 s/ 17-4-95 √12
40 s/ 17-4-95 √13
7811 ws/ 28-3-95 √14
1256 cs/ 25-3-95 √15
699 ws/ 22-3-95 √16
977 cs/ 7-3-95 √17
390 cs/ 1-2-95 √18
2009 ws/ 25-1-95 √19
4074 cs/ 14-12-94 √20
3855 s/ 18-6-94 √25
3124 ws/ 4-12-93 √26
1251 cs/ 16-3-93 √31
3997 cs/ 27-11-93 √27
1117 ws/ 22-4-93 √30
190 ws/ 27-1-93 √32
1918 ws/ 2-7-92 √34
1565 ws/ 23-5-92 √35.36
341 ws/ 6-2-91 √37
3207 cs/ 30-10-95 √4
78 ws/ 28-3-95 √14
2696 ws/ 22-10-94 √21
2608 ws/ 17-10-94 √22
2366 ws/ 4-10-94 √23
3000 ws/ 20-9-94 √24
1269 ws/ 10-5-93 √29
2987 ws/ 28-10-92 √33
2737 ws/ 3-9-95 √38

O.L.S. 96

Cus 3916 &c

4378
15-6-96

DW

The papers relate to charges against Mr E. A. French, Sub Engr 3rd Grade, & later Extra Asst Engr Jeypore.

The papers are very voluminous, & those endorsements to tabulate the charges with Mr French's explanations; but the papers require reading through for a clear understanding of the matter.

In memo: No 3807C of 3.12.95, the Govt Dept was asked to obtain Mr Willock's remarks on Mr French's explanation as regards excess expenditure on the Potnuru-Koroput

written Ry Rd

Estate

I. F. P. W. FORM No. 17.

CONTRACT CERTIFICATE September 1894.

Contractor's Bill No.

No. of the certificate.

Overseer's Bill No.

Cash Book No. 11.

Work Voucher No.

Schedule No.

DISTRICT— Vizagapatam.

CIRCLE— Jeypore.

NAME OF WORK— Constg Palace at Jeypore.

NAME OF CONTRACTOR Mr H. T. Fletcher.

AUTHORITY FOR WORK:— Agent.

NUMBER AND DATE OF LAST CERTIFICATE GRANTED FOR THE WORK No.

DATE OF TERMINATION ON CONTRACT

AMOUNT OF SECURITY DEPOSITED (IF ANY)

WHERE LODGED.

NOTES.

1 Payments will be made only up to 9/10ths of the total value of work done, the balance being retained as security unless other security has been furnished by the contractor.

In the case of works the estimated cost of which does not exceed Rs. 50, payments may be made to contractors in full, on the Overseer's measurements (Rule No. 93) subject to subsequent check-measurement of the work by the proper check-measuring authority.

2. A deduction of 10 per cent. should be made from the bill, pending final measurement of work done.

3. Payments made in Cash for sums exceeding Rs. 100 should be attested by two witnesses and for smaller sums, by one witness.

4. Payments made by cheque or to recognized firms on institutions need not be attested.

5. When the payee signs in vernacular the amount acknowledged, should also be noted in vernacular as well as in English.

6 In the case of other than well known firms all the parties must sign, if there be more than one Contractor, or the one payee must produce a power of attorney from the firms.

7. The words "As a final payment in settlement of all demands." must be added when the Contractor is finally paid up.

8. The words in the heading written "Prepared at the Contractor's request" should be scored out when the Contractor prepares his own bill.

Check-measuring officer's certificate should invariably be furnished in support of final payment.

Any deviations from contract rates should be reported in a separate memorandum.

FROM

TO

DAT
DES
REC

Prepared at the Contractor's request.

Unit.	Quantity executed up to date as per measurement list.	Quantity executed since last certificate	Items.	Rate.	Amount. Up to date.	Amount. Since last certificate.	Remarks.
				Rs. A. P.	Rs. A. P.	Rs. A. P.	
c. yds	332	332	Concrete metal supplied	1 8 .	498 . .	498 . .	
Garee	100	100	Burnt Lime.	30 . .	3000 . .	3000 . .	
			Total value of work done to date..		3498 . .		
			Deduct value of work shown on last certificate				
			Other Deductions(*)				
			Net value of work done since last certificate		3498 . .	3498 . .	

*Give particulars of the fines or other deductions made.

(Sd) H. J. Fletcher.
Contractor.

(Sd) E. A. French
Sub Divisional Officer.

Certified that the preceding claim is correct, that the necessary measurements have been made by me and that the work has been satisfactorily performed.

(Sd) E. A. French.
In-charge of work.

D 1.12

46

Name of work. Constructing a Palace at Jeypore.
Name of Contractor.
Piece worker or Supplier } Mr. H. J. Fletcher.
No and page of measurement book. No 2 page 89.
By whom measured weighed or counted. By Estate Engineer
Particulars of Bill. Concrete metal and lime
Date of measurement. 24-8-94.
No and date of Voucher. No 11 of Sept. 94.

Description of work.	No.	Dimensions in feet L.	B.	D.	Contents	Rate	Remarks
Supplying concrete metal							
parahs.	332	3	3	3.	8964.		
or yds.	332				@ Rs 1/2 per yd.	498-0-0	
For Supplying chunnam							
garees.							
	100				@ Rs 30 per garee	3000-0-0	
						3498-0-0	

(Sd) H. J. Fletcher.
Piece workers.

(Sd) Edmund A. French.
Estate Engineer.

(True Copy)

for Agent to the Governor.

JUDICIAL DEPARTMENT.

In a letter from the Agent to the Governor Vizagapatam to the Chief Secretary to Government No. 249
dated 28th February 1896

Enclosure No. 5

List of Papers

Sent with B.P. 1267 Mis dt 16-3-96

Agent's letter dated 27-6-95
—"— 14-9-95 & 7 Enclosures.
—"— 26-2-96 & 5 Enclosures.
—"— 9-3-96 No 486.

These were the only papers
recd & no more
L.H.
26-3-96

P. W.
No. 17.

1894.

MEMORANDUM OF PAYMENTS MADE.

	Rs.	A.	P.
Total value of work done less deductions for fines, &c.... ...			
Amount of previous payments from last certificate No. / of ...			
February 96 forwarded with the accounts for February 1896.			
By cash ... ...Rs.			
Payments now made. By Cheque No. 46	6000		
" Stoke supplied			
balance due			

Received Rupees Three thousand only

In Cash and by cheque
" Value of stock supplied

Rupees 3000-0-0 Witnesses

Check-Measuring Officer's Certificate.

Certified that the ... of work done.

Payments made in Cash for sums exceeding Rs. 100 should be attested by two witnesses and for smaller sums, by one witness.

4. Payments made by cheque or to recognized firms on institutions need not be attested.

5. When the payee signs in vernacular the amount acknowledged, should also be noted in vernacular as well as in English.

6 In the case of other than well known firms, all the parties must sign, if there be more than one Contractor, or the one payee must produce a power of Attorney from the firms.

7. The words "As a final payment in settlement of all demands." must be added when the Contractor is finally paid up.

8. The words in the heading written "Prepared at the Contractor's request" should be scored out when the Contractor prepares his own bill.

9. Check-measuring officer's certificate should invariably be furnished in support of final payment.

10 Any deviations from contract rates should be reported in a separate memorandum.

Agent's letter dated 24-2-94

...Y DEPARTMENT.

...gn-
...49

Encls 3, 4, 5 and 6
of C. no 1271 in
a file.

Estate

~~L. F.~~ P. W.
FORM No. 17.

CONTRACT CERTIFICATE March 1894.

Contractor's Bill No. 2

No. of the certificate. 2

Overseer's Bill No. —

Cash Book No. 13

Work Voucher No. —

Schedule No. —

DISTRICT— Vizagapatam.

CIRCLE— Jeypore.

NAME OF WORK— Constg. Palace at Jeypore

NAME OF CONTRACTOR Mr H. F. Fletcher.

AUTHORITY FOR WORK:— Agent.

NUMBER AND DATE OF LAST CERTIFICATE GRANTED FOR THE WORK No. 47 February 94.

DATE OF TERMINATION ON CONTRACT

AMOUNT OF SECURITY DEPOSITED (IF ANY)

WHERE LODGED.

NOTES.

1 Payments will be made only up to 9/10ths of the total value of work done, the balance being retained as security unless other security has been furnished by the contractor.

In the case of works the estimated cost of which does not exceed Rs. 50, payments may be made to contractors in full, on the Overseer's measurements (Rule No. 93) subject to subsequent check-measurement of the work by the proper check-measuring authority.

2. A deduction of 10 per cent. should be made from the bill, pending final measurement of work done.

3. Payments made in Cash for sums exceeding Rs. 100 should be attested by two witnesses and for smaller sums, by one witness.

4. Payments made by cheque or to recognized firms on institutions need not be attested.

5. When the payee signs in vernacular the amount acknowledged, should also be noted in vernacular as well as in English.

6 In the case of other than well known firms, all the parties must sign, if there be more than one Contractor, or the one payee must produce a power of Attorney from the firms.

7. The words "As a final payment in settlement of all demands." must be added when the Contractor is finally paid up.

8. The words in the heading written "Prepared at the Contractor's request" should be scored out when the Contractor prepares his own bill.

9. Check-measuring officer's certificate should invariably be furnished in support of final payment.

10 Any deviations from contract rates should be reported in a separate memorandum.

CHECK-MEASURING OFFICER'S CERTIFICATE.

Certified that the work has been duly ~~check~~-measured.

by me on 14-3-94.

(Sd) E. J. S.

Estate.
Local Fund Engineer.
or other check-measuring officer.

Accountant.

MEMORANDUM OF PAYMENTS MADE.

	Rs.	A.	P.	Rs.	A.	P.
Total value of work done less deductions for fines, &c.... ...	6000					
Amount of previous payments from last certificate No. 1 of February 94 forwarded with the accounts for February 1894.	5400					
Payments now made. By cash ... ...Rs.	3000					
" Cheque No. 449 of 14. 3. 94	3000					
" Stoke supplied ...."						
balance due						
				6000		

Received Rupees three thousand only as per detail below on account of this work, namely:—

In Cash and by cheque Rupees 3000

" Value of stock supplied ... ...

Total as above 3000 0 0

Rupees 3000 0 0 (Sd) H. F. Fletcher. Contractor.

Witnesses

Prepared at the Contractor's request.

Unit.	Quantity executed up to date as per measurement list.	Quantity executed since last certificate	Items.	Rate. Rs.	A.	P.	Amount. Up to date. Rs.	A.	P.	Since last certificate. Rs.	A.	P.	Remarks.
Garces	200	100	Supplying lime	30	.	.	6000	.	.	3000			
			Total value of work done to date				6000	.	.				
			Deduct value of work shown on last certificate				3000	.					
			Other Deductions(*)										
			Net value of work done since last certificate				3000	.	.	3000	.	.	

*Give particulars of the fines or other deductions made.

(sd) H. J. Fletcher.
Contractor.

(sd) E. A. French.
~~Sub Divisional Officer.~~
Estate Engineer

Certified that the preceding claim is correct, that the necessary measurements have been made by me and that the work has been satisfactorily performed.

(sd) E. A. French.
In-charge of work.

Name of work. Constructing a Palace at Jeypore.

Name of Contractor
Piece worker or supplier } Mr. H. J. Fletcher.

No. and page of measurement book. No. 2 page 1

By whom measured, weighed or counted. By Estate Engineer.

Particulars of Bill. Supplying Lime.

Date of measurement. 14-3-94.

No. and date of Voucher. No. 13 of March 94.

Description of work.	No.	Dimensions in feet L	B.	D.	Contents	Rate	Remarks
Supplying Limes	garces.				100.	@ Rs 30 per garce	3000.

(sd) H. J. Fletcher.
Piece worker.

(sd) Edmund A. French.
Estate Engineer.

True copy

Malcolm & Co Solicitors
&c.

JUDICIAL DEPARTMENT.

In a letter from the Agent to the Governor Vizagapatam to the Chief Secretary to Government No. 249 dated 28th February 1896.

Enclosure No. 2

Ors. 19
353/96

L. F. P. W.
Form No. 17.

CONTRACT CERTIFICATE Feby 1894

Contractor's Bill No. 1

No. of the certificate. 1

Overseer's Bill No.

Cash Book No. 4

Work Voucher No.

Schedule No.

District— Vizagapatam.

Circle— Jeypore

Name of Work— Constg. a Palace at Jeypore

Name of Contractor Mr. H. J. Fletcher

Authority for Work:— Agent.

Number and date of last Certificate granted for the work No.

Date of termination on contract

Amount of Security deposited (if any)

Where lodged.

NOTES.

1 Payments will be made only up to 9/10ths of the total value of work done, the balance being retained as security unless other security has been furnished by the contractor.

In the case of works the estimated cost of which does not exceed Rs. 50, payments may be made to contractors in full, on the Overseer's measurements (Rule No. 93) subject to subsequent check-measurement of the work by the proper check-measuring authority.

2. A deduction of 10 per cent. should be made from the bill, pending final measurement of work done.

3. Payments made in Cash for sums exceeding Rs. 100 should be attested by two witnesses and for smaller sums, by one witness.

4. Payments made by cheque or to recognized firms on institutions need not be attested.

5. When the payee signs in vernacular the amount acknowledged, should also be noted in vernacular as well as in English.

6 In the case of other than well known firms, all the parties must sign, if there be more than one Contractor, or the one payee must produce a power of Attorney from the firms.

7. The words "As a final payment in settlement of all demands." must be added when the Contractor is finally paid up.

8. The words in the heading written "Prepared at the Contractor's request" should be scored out when the Contractor prepares his own bill.

9. Check-measuring officer's certificate should invariably be furnished in support of final payment.

10 Any deviations from contract rates should be reported in a separate memorandum.

Check-measuring Officer's Certificate.

Certified that the work has been duly ~~check~~-measured.
by me on 1-2-94.

(Sd.) H. J. Fletcher
Asst. Engineer.
Sub-Div.
Divl. Engineer.
or other check-measuring officer.

Accountant.

Contractor.

Memorandum of Payments made.

	Rs.	A.	P.
Total value of work done less deductions for fines, &c.... ...	300	.	.
Amount of previous payments from last certificate No. 1-9 of forwarded with the accounts for ...			
By cash ... ...Rs.			
Payments now made. By Cheque No. 1st of 1-2-94	300		
" Stoke supplied ...."			
balance due	300		

Received Rupees Three Hundred only.

(Sd.) H. J. Fletcher Contractor.

In Cash and by cheque Rupees 300
" Value of stock supplied ... ...
Total as above 300

Rupees 300-0-0 Witnesses
(Sd.) H. J. Fletcher

Prepared at the Contractor's request.

Unit.	Quantity executed up to date as per measurement list.	Quantity executed since last certificate	Items.	Rate.	Amount. Up to date.	Amount. Since last certificate.	Rs?
			Materials.	Rs. A. P.	Rs. A. P.	Rs. A. P.	
Garces.	100	100	Supplying Borabanda Lime	30 . .	3000 . .	3000 . .	
			Total value of work done to date..		3000 . .		
			Deduct value of work shown on last certificate		. .		
			Other Deductions(*)		- . .		
			Net value of work done since last certificate		3000 . .	3000 . .	

*Give particulars of the fines or other deductions made.

(sd) H. J. French.
Contractor.

(sd) E. A. French
Estate Engineer
Sub-Divisional Officer.

Certified that the preceding claim is correct, that the necessary measurements have been made by me and that the work has been satisfactorily performed.

(sd) E. A. French.
In-charge of work.

Name of work. Constructing a palace at Jeypore.

Name of Contractor. }
Price worker or Supplier. } Mr. H. J. Fletcher.

No. and page of measurement book. No. 1 page 64.

By whom measured weighed or counted By Estate Engineer

Particulars of Bill. Lime.

Date of measurement. 1-2-94.

No. and date of Voucher. No. 4 of 2-2-94.

Description of work.	No.	Dimensions in feet. L.	B.	D.	Contents	Rate	Remarks
Supplying Borabanda Lime garces	100.				100	@ Rs 30 (-) per garce.	
(sd) H. J. Fletcher Price worker 2-2-94.					(sd) Edmund A. French Estate Engineer.		

(True Copy)

for Agent to the Governor

JUDICIAL DEPARTMENT.

In a letter from the Agent to the Governor Vizagapatam to the Chief Secretary to Government No. 249 dated 28 February 1896.

Enclosure No. 7

Rec. 18
359/96

Pattangi
1.12.94.

My Dear Fletcher,

I trust this will find self and all at home quite well as I am glad to say this leaves us.

I spoke to Apparao about your things and he told me to write and ask you to send him Rs:50 i.e. Rs:25 for handy hire and 23 odd for the balance of things made. I could not write to you at once as I have been down with fever these last few days. I just got your letter about the Overseer and have put it by in my secret compartment so that no one can get a look at it.

I am very sorry to tell you that although you are a great friend of mine you have been the means of my losing my promotion to Rs:600 and Rs 6 a day batta. Mr Willcock wrote to say he was quite willing to give me this increase if

if the buildings at Jeypore and Koraput were in rapid progress. On this Mr Wolfe-Murray says that as this is not the case he cannot give me the increase and as I wont stay on my present salary he has made arrangements to relieve me as soon as possible after the 10th December 1894. So I have only a very short time to stay but I hope in this time at least you will finish up all the masonry works I have given you.

As soon as your carts are available you had better get them to cart in all the limestone you will want to burn i.e. 300 parcos. You must at least have the materials to show my successor. Please try and square this up soon. I shall show you W-M's proceedings when I come to Jeypore. Keep all this to yourself. Don't tell even your wife.

I shall be at Koraput on the 5th and Jeypore on the 7th.

W. M. has already fined the overseer Rs: 2½ on my report. I hear he does not work well. but cannot prove it. If I can I will get rid of him.

Shall now close with kind regards and best wishes to one and all and remain

Yours Sincerely

(Sd) Edmund French.

| True Copy |

for Agent to the Govr.
D.B.

P.S

JUDICIAL DEPARTMENT.

In a letter from the Agent to the Governor Vizagapatam to the Chief Secretary to Government No. 249 dated 28th February 1896

Enclosure No. 2.

A.E.7
3552/96

Memo by the Estate Manager

(1) Lime

Mr French, as Estate Engineer advanced Rs 9000/ in three separate sums of Rs 3000/ each, for lime (Salur) to be supplied by Mr Fletcher. of this - Rs 6000/ was debited to the Jeypore Palace and Rs 3000/ to the Bariguma road. These advances were made on the following dates.

2.2.1894 Rs 3000/
14.3.1894 Rs 3000/
7.9.1894. Rs 3000/

This money was advanced on work bills in which it was certified by Mr French that the materials had been delivered at Site and measured by him. No security was taken, nor was any contract drawn up, or acknowledgment taken from Mr Fletcher that the lime was due from him. The matter does not appear to have been reported to the Agent till

Mr

Mr French's letter No 66 dated 22nd April 1895, written just when Mr French was about to hand over charge.

This advance was made without security to a man of whom Mr French in subsequently writing to the Agent says "when the proper time arrives I shall be prepared to give you some insight into his character and antecedents"

It is to be noted that a similar advance for Salur lime was made by Mr French to one Gutala Krishnayya, who had at the time of Mr French's handing over charge delivered nearly 284 garcas, the balance having been since recovered. No security however seems to have been taken from this man either. The lime brought by this man was to be brought from the Borabanda quarry at Salur and a peon was entertained at Salur to see that no other lime was brought.

In the meantime Mr Fletcher though he had not actually delivered any of the lime except a small amount used in three culverts on the Bobbili road (one of which collapsed at the first burst of the monsoon) had brought in a certain amount of Stone 221·86 cubic yards and burnt some lime. This stone Mr French permitted Mr Fletcher to remove without payment from the Pottangi-Koraput road, where it was stacked as metal. The question of payment for this has been since dealt with in the Public Works Department. Assuming the stone in question to have been of good quality (and the lime burnt from it has been found unfit for the Palace work) Mr Fletcher was unduly favoured in receiving the same rate viz Rs 30/ per garce for lime, as the other contractor who had to bring the

the lime all the way from Salez. Mr French evidently knew this, as in a private letter to Mr Fletcher sent produced by the latter he writes with reference to this stone "say nothing about this to any one, not even to your wife".

That the lime had not been delivered was admitted by Mr Fletcher in a written Statement before me, while Mr French admitted it both in his letter to the Agent quoted above and in his notes left when handing over charge to Mr Atkinson.

In the absence of any written agreement with Mr Fletcher it was impossible to adopt Mr French's suggestion that Mr Fletcher's cattle and carts should be seized and on counsels' opinion being taken Mr Fletcher was served with a notice directing him to deliver the lime in full by the end of October 1895; failing which he would be sued for the balance. Other payments

payments due to Mr Fletcher were kept in abeyance as a set off against this advance. At the close of October Mr Fletcher had delivered (including lime used on works) G 61.20, 15½ of lime of very bad quality, a balance of Rs 7149-3-7 being due. The actual cost of work done by Mr Fletcher was Rs 2313-6-10 (including cost of No: 3 culvert since collapsed ~~Rs~~ 195-9-10) while against this recoveries to the extent of Rs 1050-a-2 on account of materials separately paid for and either not supplied or used on the above works, have to be made.

The amount therefore due from Mr Fletcher is as follows:

~~Rs~~ 7149-3-9	(7? above)
+ ~~Rs~~ 1050-a-2	
8199-3-11	
— 2313-6-10	
5,885-13-1	

even assuming that the 3rd culvert is to be duly paid for. So far

written

far as can be seen to the outward eye
Mr Fletcher is a pauper and a Suit against
him would only result in useless legal
expenditure.

2. Keepers

Mr French, without reporting
the fact for Sanction, purchased in
Salur a large number of jungle wood
keepers of very bad quality and Substituted
the Same for Salwood keepers provided
in the Estimate on account of the
following works.

1. Koraput Sub jail
2. Manager's Stables
3. Jeypore Hospital

In addition to the Substitution
of jungle wood for Sal and the bad
quality of keepers Supplied, the quantities
charged to each work were not uni-
formly or properly calculated, as
Shewn in the annexed Statement,
while there is a deficiency of 8099
feet in Stock so far as the Estate +
works

works (2 and 3) are concerned. I am not
concerned with work No. 1 and am
not aware whether the balance, that
Should be in Stock according to the
accounts, does or does not exist.

Work	Keepers purchased			Cost of wood	Cost of Sawing	Carriage Keepers	Rs	Loading	Out turn		Correct balance	Actual balance	Deficit
	etc	Z	Rft	Rs					Square	Rft			
Koraput Sub Jail	6400	9'	57600	300	166	6400	80	11 " "	98·84	19,768	37832		
Hospital at Jeypore	1600	9'	14400	75	109	1750	29	2 11 "	12·02	2,404	26396	18,297	8,099
Manager's Stables	1600	9'	14400	75	109	1200	26	2 11 "	"	"			

It will be noted that cost of Sawing
has been overcharged to works No. 2
and 3 the proper proportion being
~~Rs~~ 256 : 64 : 64 and not ~~Rs~~ 166 : 109 : 109
So that the Estate has suffered
at the benefit of Government works,
~~Rs~~ 90 being due to the Estate from
Note A bit is a foot length. The Koraput Sub jail while 6000 bits
of keepers were bought alike for the
Hospital and Stables, yet Cartage
is charged on 1750 bits for the Hospital
1200 bits for the Stables, while 2506 bits
have entirely disappeared. 12·02 Square
feet upon the Hospital were of such bad
quality that the keepers have had to be
removed, while on a measurement of
Stock there was found to be a deficiency
of-

far of 8099 R. feet.

Mr- As these reapers are unfit of use
him and not of the description estimated
exp for, Mr French was asked in my
2. = letter C/1354 dated 6th December 1895
to the Executive Engineer to pay up to
the Estate the Sum of Rs 440-6-1
the, being the amounts debited to the
Sar- Estate on account of these reapers,
reap and to recover the balance in stock
the by 31st December failing which the
in same would be disposed of by
fo auction at his risk and loss.

The details of Rs 440-6-1 are as follows

Cost of work for reapers	Rs 150-	-
Sawing	" 218-	-
Carting	" 55-	-
Soaking	5-	6-
Putting up 10·02 Square yards	6-	1
Removing — do —	6-	-
	Rs 440-	6- 1

3. Timber

A large amount of timber was bought in the rough log by Mr French from

from the Nowrangapur Forests for various works in Koraput and Jeypore. The timber was purchased in two lots - the first consisting of 200 logs felled by the Estate, roughly squared and stacked at the road side on which royalty was paid at 5 annas per cubic foot, and the second of rough logs, felled and dragged to the road side by the Estate Engineer's department, on which royalty at 4 annas per cubic foot was due. The following are Mr French's own measurements for the timber in question.

April 1892.	200 logs. Cubic feet 2341·4 at 5 annas	Rs 731·10·8
February 1895	24 logs. cubic feet 1159·92 at 4 annas	= 289·15·8

Prompt payment of royalty for the first item was made by Mr French and debited to the various works as follows:

Sub jail Koraput	937⅓	cubic feet	Rs 292·14·8
Cutchery Jeypore	468	" "	" 146·4·-
Hospital Jeypore	468	" "	" 146·4·-
Manager's Stables	468	" "	" 146·4·4
Total	Cubic feet 2341·4		Rs 731·10·8

80

So far this is allright, but the royalty having been apportioned on this timber to the various works the timber for each work should have been kept Separate, and Separate accounts of charges for Sawing and carting maintained for each lot. Instead of this, the timber appears to have been lumped together and the charge thereon debited indiscriminately to the various works. Sawing charges are paid by the running foot, without any tally being kept of the cubic contents of the wood so sawn up, and every thing was left by Mr French in the utmost confusion. Though he had the Strictest orders from the Executive Engineer to clear the matter up at once the matter seems to be as far from Settlement as ever and in order to prevent further delay in the works for which this timber was intended, fresh wood has been now obtained from the Estate Saw Mills. It seems now impossible to clear the matter up - in fact, in handing over charge to his Successor, Mr French recorded the following remark "It is impossible to Separate the wood for each work, and it therefore must Stand till all the works are Completed and the Sub heads amicably adjusted".

Royalty on the Second lot of timber was not paid to the Estate by Mr French before handing over charge though he was Several times asked to do So. The probability is that the accounts were in Such confusion that he did not know to what heads to adjust this item. It has certainly not been found possible to do So Since with the exception of a Small adjustment of ~~Rs~~ 9.11.2 on 38.8 Cubic feet (rough) used on the Overseer's Shed. There is therefore Still a balance due to the Estate on Forest Revenue accounts of ~~Rs~~ 28-4-6 in respect of this timber.

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So far this is allright but the remaining detailed Statement of the debits to each work and head as charged by Mr French is attached. It is only necessary separately to refer to one or two of these to show how inextricably confused the accounts are. Thus a large expenditure has been incurred on the royalty, Carriage and Sawing of timber for the Manager's Stables, yet there is not a log of any sort at Site out of this timber. The verandah rafters of the Hospital alone were put up and no other timber at all. The Sub-Magistrate's cutchery (for which timber was subsequently brought from the Saw Mills) on Mr French's indent shows royalty paid on 468 cubic feet carriage on 241.11 cubic feet and Sawing charges on 1885.86 C. feet (Cubic Contents not Stated) The Koraput Sub jail shows royalty paid on 937 1/3 cubic feet, Carriage on 1755.41 cubic feet, Sawing on 6883.72 running

running feet (Contents not shown) and wood work put up 1216.8 cubic feet. On the Police Station carriage is charged on 266 cubic feet and no royalty at all is paid.

The result of this confusion, which was solely due to the carelessness in which Mr French mixed up the timber required for the various works, is that works being greatly delayed, it has been found necessary to order a fresh supply of timber from the Estate Saw-Mills, and in my letter No. C/1364 dated 5th December 1894 addressed to you, I asked that Mr French should be held responsible for all expenditure incurred on Estate works, so far as the timber is concerned, and be allowed to remove or dispose of the timber as he thinks fit. The rate of Rs 1-8-0 per cubic foot to be allowed for the timber actually used for the Hospital Verandah.

The amount thus due to the Estate from

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A detailed Statement of the debits to
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from the Saw Mills) on Mr French's
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C. fat (Cubic Contents not Stated)
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The amount thus due to the Estate from

So far this is alright but the royalty
A detailed statement of the above
from Mr French is Rs 953-5-2 calculated
as follows:

Stables

	Rs. a. p.
Royalty. Cubic-feet 468. Rs 146. 4. -	
Sawing. cubic feet 3445.82. Rs 86. 9. 5	
Carting. Cubic feet 120.56 Rs 55. 2. 7	
	288. - -

Hospital

Royalty. Cubic feet 468 Rs 146. 4. -	
Sawing. Cubic feet 6374.03 Rs 166. 15. -	
Carting. Cubic feet 628.25 Rs 217. 2. 8	
Carting logs . . . . . Rs 4. 4. -	
Dragging logs . . . . . Rs 4. - -	
	538. 7. 8
Deduct value of 102.6 cubic-feet put up at Rs 1. 8. -	153. 9. -
	385. - - 8
Royalty still unpaid on second lot of logs	280. 4. 6
Rs	953. 5. 2

It will of course rest with the Government officers concerned to see that the timber charges are correctly adjusted with reference to the Koraput Sub jail, Jeypore Police Station, and Sub Magistrate's cutcherry.

4. Doors and windows for Jeypore Hospital

The estimate provides for the use of sal wood doors and windows as follows

7 sal wood doors frames at Rs 18 each Rs 126-0-0
10 do windows at. 10 each Rs 100-0-0

Two additional doors were ordered by the Surgeon-General, raising the Schedule by Rs 36.

Instead of sal wood doors, country wood doors and windows were purchased from the Mission work-shops at Salur. The cost of the doors was Rs 329. 8. - and of windows Rs 246. 2. - in addition to carriage Rs 33, making a total of Rs 608. 10. - as against an Estimate of Rs 226. The original Estimate may have been low and is sufficient, but neither the substitution of country wood for sal, nor the excess expenditure appears to have been reported to the Agent for Sanction, though in his letter No. 35 dated 4th April 1894 the fact that the doors were being made at Salur was reported. In his note in handing over charge to his successor Mr French says "The rates

So far this is allright but the royalty

A detailed statement from Mr French is Rs 953-5-2 calculated as follows:

Stables

	Rs. a. p.
Royalty. Cubic feet 468. Rs 146. 4. -	
Sawing. cubic feet 3445.82. Rs 86. 9. 5	
Carting. Cubic feet 120.56 Rs 55. 2. 7	
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Hospital

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Sawing. Cubic feet 6374.03 Rs 166. 15. -	
Carting. Cubic feet 628.35 Rs 217-2. 8	
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Dragging logs . . . . . Rs 4. - . -	
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Royalty still unpaid on second lot of logs	280. 4. 6
Rs	953-5-2

It will of course rest with the Government officers concerned to see that the timber charges are correctly adjusted with reference to the Koraput Sub jail, Jeypore Police Station, and Sub Magistrate's cutcherry.

4

4. Doors and windows for Jeypore Hospital

The estimate provides for the use of Sal wood doors and windows as follows.

7 Salwood doors-frames at Rs 18 each Rs 126-0-0

10 do windows at. 10 each Rs 100. 0. 0

Two additional doors were ordered by the Surgeon-General, raising the Schedule by Rs 36.

Instead of Sal wood doors, country wood doors and windows were purchased from the Mission work-shops at Salur. The cost of the doors was Rs 329. 8. - and of windows Rs 246. 2. - in addition to Carriage Rs 33, making a total of Rs 608-10, as against an Estimate of Rs 226. The original Estimate may have been low and is sufficient, but neither the substitution of country wood for Sal, nor the excess expenditure appears to have been reported to the Agent for Sanction, though in his letter No. 35 dated 4th April 1894 the fact that the doors were being made at Salur was reported. In his note in handing over charge to his successor Mr French says "The rates

So far this is allright but the royalty

A detailed statement of the royalty

from Mr Trench is Rs 953-5-2 calculated

as follows:

Stables

	Rs. a. p.
Royalty. Cubic-feet 468. Rs 146. 4. -	
Sawing. cubic feet 3445.82. Rs 86. 9. 5	
Carting. Cubic feet 120.56 Rs 55. 2. 7	
	288. - -

Hospital

Royalty. Cubic feet 468 Rs 146. 4. -	
Sawing. Cubic feet 6374.03 Rs 166. 15. -	
Carting. Cubic feet 628.25 Rs 217-2. 8	
Carting logs . . . . . Rs 4. 4. -	
Dragging logs . . . . . Rs 4. - -	
	538. 9. 8
Deduct value of 102.6 cubic-feet put up at Rs 1. 8. -	153. 9. -
	385. - - 8
Royalty still unpaid on second lot of logs	280. 4. 6
Rs	953-5. 2

It will of course rest with the Government officers concerned to see that the timber charges are correctly adjusted with reference to The Koraput Sub jail, Jeypore Police Station, and Sub Magistrate's cutchery.

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rates for doors and windows are very low so these could not be made up at that rate."

5. Tiles

The following tiles have been paid for in full, including delivery at Site.

For Hospital 56500 Pan tiles Rs 141-4-0
22,000 Flat tiles Rs 55-0-0

of these a few only were delivered at Site not counted the balance are still in the Contractor's Kiln, with the exception of a few since carted away by the Estate Engineer.

For the Manager's Stables payment was made, including delivery, for 75000 tiles (Rs 187-8-0). These again are not at Site of work, but said to lie in the Kiln.

6 Cut stone

The following stone has been shewn by book transfer as purchased for the Jeypore Palace.

163.55 cubic feet. Rs 301.6.0

This stone is not at Site of the Palace but is said to lie at the Harandi bridge. The stone in question is not of

of a size suited to the Palace work and the cost of carriage is prohibitive. The Executive Engineer has been requested, and has promised, to arrange for a re-transfer of this stone to the Pottanghi-Koraput road. Mr French has, I am informed, since explained to the Executive Engineer, that he transferred this stone to the Palace as a temporary measure, with the intention of subsequently re-transferring the same to the Kolab bridge, a project which is still in the air and unsanctioned while stone can be locally obtained at a cheaper rate.

7 Palace Stables

Nothing was done here beyond putting in the foundations and basement and obtaining delivery of roofing timber from the Saw mills. The work was given to contractor Mona Singh, who was permitted to use Jeypore instead of Salur lime, the rates for the work having been

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22,000 Mathtiles Rs 55-0-0

Of these a few only were delivered at site not counted the balance are still in the Contractor's Kiln, with the exception of a few since carted away by the Estate Engineer.

For the Manager's Stables payment was made, including delivery, for 7500 tiles (Rs 187-8-0). These again are not at site of work, but said to lie in the Kiln.

6 Cut Stone

The following stone has been shewn by book transfer as purchased for the Jeypore Palace.

163.55 cubic feet. Rs 301.6.0

This stone is not at site of the Palace but is said to lie at the Kharandi bridge. The stone in question is not of a size suited to the Palace work and the cost of carriage is prohibitive. The Executive Engineer has been requested, and has promised, to arrange for a re-transfer of this stone to the Dattanghi-Koraput road. Mr French has, I am informed, since explained to the Executive Engineer, that he transferred this stone to the Palace as a temporary measure, with the intention of subsequently re-transferring the same to the Kolab bridge, a project which is still in the air and unsanctioned while stone can be locally obtained at a cheaper rate.

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So Lr. 5.

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This Stone is not at Site of the Palace but is said to lie at the Kharandi bridge. The Stone in question is not of

4

of a Size Suited to the Palace work and the cost of Carriage is prohibitive. The Executive Engineer has been requested, and has promised, to arrange for a re-transfer of this Stone to the Dattanghi-Kharapat road. Mr French has, I am informed, since explained to the Executive Engineer, that he transferred this Stone to the Palace as a temporary measure, with the intention of Subsequently re-transferring the Same to the Kolab bridge, a project which is Still in the air and unsanctioned while Stone can be locally obtained at a cheaper rate.

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been passed on the understanding that Salur lime was to be used. The work was paid for by Mr French at the rates allowed for Salur lime, a recovery of Rs 140/- has been ordered from the Contractor.

8. Manager's Stables

Tar 24 maunds, value Rs 42-6-0 was shewn as transferred to this work from the Pottangki Koraput road and as being at site. It was stated to be at Koraput together with the asphalte for the Hospital. There was however no tar at all in stock and it appears to have been used on the Koraput Subjail. The Executive Engineer has been asked to arrange for the refund of this Sum to the Estate through the Agency civil accounts.

The country wood door supplied for the coach house is a disgraceful specimen of work.

9. Jeypore Palace

For lime See Separate memo.

The following additional materials were shown as at site.

Cut stone 163·55 cubic feet Rs 301-6-0

Sand. A large quantity of sand was collected and stored at Rs 5/ per garee, a quite unnecessary price. Mr French did not consult me in the matter as directed in your Proceedings No. 258/I/agy of 1894 dated 9th February 1894 para 14. All the rates for the Palace were passed on an unnecessary liberal scale. The excess payment for Sand does not however now affect the Estate as it is taken over by the Contractor at cost price. Had the work been carried out by departmental agency a great loss would have occured.

10. Improving Fort walls

Mr French took no steps whatever to carry out the orders conveyed in para 9 of your Proceedings 258/agency dated 9th February 1894 and when I enquired into

So Lr. T. ... Ire

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been passed on the understanding that into the cause he stated that he understood that the work was to be carried out by myself. When I pointed out that I was merely to assist with labour Mr French asked for some men. I obtained 200 men from Girligumma Side, Spoke to the men myself, arranged for their food and provided them proper treatment and daily pay. Had these conditions been adhered to they would have certainly remained for ten days. As it was instead of being employed on the Fort walls, half of them were sent off to the jungle to bring in materials for Mr French's bungalow and the others not receiving daily payment absconded. Mr French Subsequently sent me the money due to the absconding parties but as he had kept no muster roll shewing the residence of each it was impossible to distribute the money through the Koraput Ameen. Subsequent to this

Nothing

nothing was done by Mr French, who was nearly always absent from Jeypore and seems to have made no endeavour to utilize the local labour available in Jeypore.

11. Koraput Boundary

It was only after frequent reminders that this plan was completed by the Overseer. Mr French himself I believe merely took two bearings close to his own bungalow. I finally met the Overseer and went round the boundary rectifying it where it was in error.

12 Wire rope bridge

Mr French kept putting forward excuses for not attending to this work, on the ground that there was no Estimate, no plan or Section of Site — these being clearly matters to which he himself should have attended. Finally the bridge was put up by Messrs Hopkins and Atkinson in less than a month af[ter]

been based on the understanding that
Mr French handed over charge.

13. Mr Marsh's road

This work was given on contract to
Mr Fletcher and progress was disgrace-
fully slow. Three culverts were built
and some earthwork done – but only
a small quantity of laterite was
collected and none laid when
Mr French handed over charge.

14. Borigumma road

In preparing the Estimate in
the first instance Mr French allowed
for a single average rate for the
entire road, a principle strongly
condemned both by yourself and
Mr Leybrow in reference to Mr Loam's
Estimate. The estimate was carelessly
drawn up. nor any levels or sections
to appear to have been taken. A Surface
plan was subsequently prepared when
specially called for by the Agent. The
lead for laterite was taken from
Korupe necessarily distant points and
not

not a single trial pit seems to have been
dug to ascertain the existence of laterite
beneath the surface. The contractors
were allowed to dig out earth wherever
and to whatever depth they pleased,
without reference to the convenience
of ryots and possibility of future
cultivation. The limits within which
the earth was to be dug should have
been marked out in wet land and
a uniform depth specified. No written
instructions were given to the contrac-
-ors. Lateriting was allowed in the
Estimate even at places where metalling
was cheaper and close at hand.

As to the work done by Mr French.
a small amount of earthwork was
measured up within half a mile of
his own bungalow and the rest at that
spot and at the Borigumma end
was subsequently measured up by
Mr Atkinson and myself. Four
culverts were constructed by Mr Fletcher
on the first section. These were condemned by

by Mr French, but whether from personal inspection or the report of his Overseer I cannot say. The work was not good. The third culvert collapsed at the burst of the monsoon due in part to bad channam and in part to in- sufficient depth of foundations in black soil. The fourth culvert is an absurd piece of work: it is built up in the middle of a slope to a height of 8 feet, thereby necessitating an enhancement of from 8 to 10 feet the whole way along the Umeri flat: a small culvert raised two feet would have amply sufficed at that point. The present erection is a pure waste of money.

Godapadra and Rajamunda Calingula

In my letter No. 122 dated 21st February 1893, Mr French was asked to prepare Estimate for two small irrigation Calingulas within three miles of Jeypore. In spite of frequent reminders

Nothing

4

Nothing has been done in the matter Mr French blames his Overseer for the neglect.

[Signed] W. D. Taylor
6.1.1896
Manager

[True Copy]

For Agent to the Governor
DD

he has sufferred any hardship.
Mr. Wolfe-Murray has recorded
in his letter printed in G.O. dated
25th January 1895 No 200 W that he
would not recommend Mr. French
for any increase of pay.
2. I submit that as a Government
servant Mr. French was bound
to serve where Government chose
to post him as long as Government
chose to keep him there and on
the terms Government chose to
give him and he cannot claim
any increase as a right.

I have the honor to be,
Sir,
Your most obedient Servt

for Acting Agent to the Governor

Dy C-15
3542/96

Copied
C.H.C.
MM

3,000
27-11-95.

REVENUE BOARD OFFICE
MADRAS

Proceedings of the Board of Revenue

(Land Revenue),

Dated 10th July 1895,

No. 3420 Mis. ~~Routine.~~

READ letter from the Agent to the Governor, Vizaga-
-patam, No. 2215-J dated 27th June 1895.

Resolution:-

Mr. French should be referred to the
Government of India letter of the 20th June 1892
fixing his pay at Rs 460 per mensem, Ex. con-
-tribution, and informed that the Board sees
no reason to recommend any increase of
pay to him.

/True extract/
/Signed/ R. C. C. Catt
A/: Secretary.

To The Agent to the Governor
in Vizagapatam with one
Encls: returned. 3

/True Copy/
Allen
A/: Secretary.

Mr. Fletcher for work done by him for

1895.

Board of Revenue

(Land Revenue),

MADRAS.

~~To~~

Encl. Copy of Board's

Proceedings, dated 10 July 1895,

No. 3420 ~~Mis. Routine.~~ Mis.

Subject.

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No. 2914/5

VIZAGAPATAM GOVERNOR'S AGENT'S OFFICE,
DATED 14 September 1895.

FROM

L. C. Miller, Esquire
Acting Agent to the Governor,
Vizagapatam District.

To

L. M. Wynch, Esquire
Secretary to the Commissioners of Land Revenue,
Madras.

SIR,

I have the honor to report the following matter for the Board's orders.

2 In April last Mr. E. French, whilst Estate Engineer at Jeypore reported that Mr. Fletcher, a contractor at Jeypore had contracted to supply 300 garces of lime for the Jeypore palace work receiving an advance of Rs 9,000 and had failed to supply even a single garce notwithstanding that he had 200 garces ready with him. Mr. French suggested that if his successor approved of the lime it could be taken at full cost, i.e. Rs 6,000 and that out of a sum of Rs 2,000 due to Mr. Fletcher for work done by him for

the Estate Rs 1,500 could be recovered after deducting 25 per cent for bad work, the remainder Rs 1,500 being recovered from his carts and cattle.

3. Mr. French was called upon by Mr. Wolfe-Murray to state what agreement he had entered into with the contractor for the safety of the advance and was informed that if he advanced it without a formal contract he would be held responsible for the money inasmuch as he had acted without the Agent's sanction; and Mr. Taylor, the Manager of the Estate was asked to settle the matter.

4. He made a full enquiry and reported that the advance was made on three different occasions as noted on the margin and paid on work bills in which it was certified that the material had been delivered and measured and that no separate written agreement, or acknowledgment of the advance was taken. Mr. Fletcher, however,

(1) 2nd instalment 10th Dec 1924 Rs 500
(2) 11th " " 12th " " 500
(3) 5th " Settlement 1st " " 500
Rs 1500

admitted that none of the lime was delivered and that he was responsible for the 300 garces. He stated that he had 200 garces ready for delivery and lime stone for another 30 or 40 garces. Mr. Taylor instructed the Estate Engineer to examine the lime and if he found it of sufficiently good quality to arrange for its early delivery and measurement at the palace site and warned Mr. Fletcher to complete the balance due: In reporting the matter Mr. Taylor pointed out that in the absence of any contract Mr. French's proposal to attach Mr. Fletcher's carts and cattle was impracticable.

5. Mr. Fletcher's statement (copy enclosed) brought to light a private arrangement between Mr. French and himself with regard to this lime. There was a large amount of raw lime stone stacked at various places along the Potinghi-Road which had been imported departmentally by the D. P. W. many years back. As the D. P. W. could not burn this stone

except at great expense they transferred it in their books to the head of metal for which 12 annas per cyd was the rate allowed. The stone however was stored in large lumps at inconvenient places and it was found impossible to break it and place it at site at the rate allowed. Mr. French under these circumstances agreed to hand over this stone to Mr. Fletcher for the palace lime supply on his undertaking to supply metal to a similar quantity at places to be pointed out.

6. Mr. Fletcher was by this arrangement to receive the sanctioned rate for lime, which allowed for its carriage from Ittikavalasa, a place 63 miles from Jeypore and more distant than the site of the D. P. W. supply and so was to gain the difference in cost of cartage. Such an arrangement should clearly have received the sanction of the Agent but was never brought before him at all; that it was intentionally and not accidentally kept private is clear from a private letter

(copy enclosed) written by Mr. French to Mr. Fletcher in which he desires that the latter will keep it entirely to himself and not tell even his wife. His reason for keeping the matter dark is explained by him to have been to prevent the other lime contractor from complaining as he fairly might have done that Mr. Fletcher was unduly favoured.

7. It is moreover manifest that such an arrangement should have been evidenced and secured by a written and carefully drawn agreement: as it is Mr. French and Mr. Fletcher are already at issue as to the terms, the latter alleging that he was required to replace the limestone by broken stone only after he had removed all the limestone and the former denying this.

8 The Executive Engineer has however now refused to allow Mr. Fletcher to remove the remaining limestone, so the agreement whatever it was has come to an end.

9. I enclose Mr. French's explanation of

the matter obtained through the Executive Engineer. The Superintending Engineer Mr. Wybrow appears to have sanctioned a part of the arrangement above explained i.e. he permitted the transfer of the limestone to road metal but the arrangement with Mr. Fletcher was not authorized by any one.

10. The effect of the agreement besides giving the contractor an unnecessarily high rate for lime is to substitute the P.W. limestone for the Salur lime provided in the estimate, a substitution which I do not think Mr. French had authority to make without the Agent's approval. Mr. French in fact arrogated to himself all the powers of a Superintending Engineer, whereas his actual position was rather that of an Assistant Engineer.

11. The result was far from satisfactory for the limestone has been tested by one of the Engineers of the East Coast Railway who has pronounced it by no means favorable opinion upon it. No more of it will be accepted but as Mr. Taylor has pointed out we cannot refuse to take the amount (some 60 garces) which has already been delivered as it was carted under the very eyes and with the approval of Mr. French, the responsible Engineer and prepared from stone selected by him. He is the person who must be called to account if the lime proves useless.

12. For the information of the Board I enclose a copy of the professional opinion given by Mr. Carew Smyth, the East Coast Railway Engineer to whom the lime was sent, which shows that it is of inferior quality. The present Estate Engineer will be asked whether he is using it and if so with what results. If he can find no use for it Mr. French should be made to pay for it.

13. But not only was there no written or approved agreement in respect of the delivery of the lime, there is no agreement in respect even of the large advance of Rs. 9,000 made by Mr. French to Mr. Fletcher. Mr. French explains

that he found the system of advances
in vogue in Jeypore when he arrived
and merely continued it, but on this
point Mr. Taylor writes

"I understand that such advances
are absolutely prohibited in the Public
Works Department. It is true that I
have been in the habit of giving petty
advances to contractors for lime and
brick for Estate and Agency works
from time to time but by so doing
I get the materials at a cheaper rate.
Such advances are however very petty
rarely exceeding Rs 100 and are nearly
always secured by documents. I
should never for a moment dream
of giving an advance of Rs 9000 even
to a man of the most unblemished
character and of undoubted financial
stability without a written record
of the transaction and security."

In this case not only was there no such
security but the only record of the transaction
is found in the work bills signed by

Mr. French and which represent the
advance as payment for work done
(vide para 4 above). But for Mr. Fletcher's
admission of non-delivery the transaction
would appear, judging from records
alone, to be complete.

14. This was pointed out by Mr. Fletcher
to Mr. French in a registered letter dated
25th March last, of which I enclose a
copy. The letter was refused by Mr. French
and returned to Mr. Fletcher, who handed
it over unopened to Mr. Taylor. It was
opened by Mr. Morris, my predecessor
in office when the papers came up to
him. It is not of great importance as Mr.
Fletcher has made the same admission
in his statement to Mr. Taylor.

15. Owing to these irregularities we find
ourselves in a somewhat difficult position
Mr. Fletcher has no capital and nothing
but a few carts and bullocks which are
of course deteriorating in value. He
has an outstanding advance to a large

that he found th[illegible]
amount with but little to set against
it. He has, it is true, done some other
work for which he demands payment
and which is detailed in the marginal
note against para 6 of Mr. Taylor's
letter of 11th July No 1235. but Mr. Taylor
doubts whether any of the work except
the earthwork is such as to entitle Mr.
Fletcher to payment for it at all. As
to this the present Engineer's opinion
will be taken.

16. In order however to give Mr. Fletcher
every chance of fulfilling his contract
Mr. Taylor suggested (paras 12 and 13
of his letter No 1235) that payment should
be made to Mr. Fletcher to the extent
of earthwork done on the Borigumma
road (Rs 923) or say to the amount of
Rs 1000 of the amount due by the Estate
for works done by him, on condition
of his executing a document hypothe-
cating to the Estate his cattle and carts
as security for the advance made to
him on account of lime and I
accepted the suggestion. But Mr. Taylor
now reports that Mr. Fletcher is not
willing to execute the hypothecation
bond referred to on the ground that
the period of three months allowed
for the due fulfilment of his contract
for the delivery of the lime in question
is insufficient. He also asks that
payment should be made in full
for works done by him upto date
and claims compensation for the delay
made in payment. He cannot be paid
as more is due from him to the Estate
than the value of the work done by him.
The grant of a further period would
leave the matter practically unsettled
at the close of management.

17. In accordance with my verbal
instructions Mr. Taylor consulted Mr.
P. Narayanaswami Chetti, the Estate
Counsel in regard to the matter. They

agree in thinking that at
owing to the absence of any written
agreement or contract at the time
when the first advance was made
due notice must be given and a reasonable
period allowed for determining the
contract and that the period allowed
for by Mr. Taylor is amply sufficient
if Mr. Fletcher's statement is taken
into consideration. Mr. Chetti is also
of opinion that, considering the
circumstances of the case, the Estate
is perfectly justified in withholding
payment due to Mr. Fletcher on
account of other works, unless proper
security is given for the due fulfilment
of the contract for lime.

18. Mr. Taylor has accordingly
issued notice to Mr. Fletcher directing
him to complete delivery of the lime
by the end of October next, failing
which no further lime will be accepted
and he will be sued for the balance

due and stating that no payment
will be made on account of other
works unless proper security is offered

19. I have accepted Mr. Taylor's proposal
referred to in the preceding para
in anticipation of the Board's sanction
and request that my action may
be approved. Should the Estate fail to
recover its dues from Mr. Fletcher I think
Government might fairly be asked to
hold Mr. French responsible for the loss
caused by his irregular action.

20. There is another matter against Mr.
French still pending disposal in connection
with Sal wood logs purchased by him
from the Estate for various works in
his charge. A copy of Mr. Taylor's letter giving
full details of the matter is enclosed for
the Board's information. The accounts
relating to this wood work are in such
utter confusion that I was obliged to
ask the Executive Engineer to take

Mr. French with him to Jeypore when he goes there in view to their being settled on the spot. Mr. Handcock has agreed to do so on Mr. Taylor's return from leave. Mr. French will have to be held responsible for all the timber which cannot be traced.

I have the honor to be,
Sir,
Your most obedient Servt,
Lulu Miller
Ag Agent to the Governor.

9.

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Ass. C.
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Mr. Fletcher states – An advance of Rs 9000 was made to me on three different occasions for 300 garees of Salur lime at Rs 30 per garee to be delivered at palace site. These advances were made in separate instalments of Rs 3000 each in February, March and September 1894. No lime as yet has been delivered. I have I think in all burnt lime of about 200 garees and stone for another 30 or 40 garees. This has not been actually measured. Some lime in addition was used with Mr. French's permission for 4 bridges on the Borigumma road. This would amount to about 10 garees only. In addition to this I gave 1½ garee to Mr. French for his bungalow. It has not been paid for. Mr. French said that he would charge it in the palace lime as there was only Rs 2000 sanctioned for the Bungalow which was insufficient. I am bringing this lime up with my own carts. The last trip was in March. I have some more stone left at Potinghi. I was directed

orally by Mr. French to deliver the lime as required for the palace work after the other contractor had completed his supply. When these advances were given I entered into no written agreement. I merely signed ordinary work bill for materials supplied as certified to by the Engineer. I did not ask for advances. They were offered. In February Mr. French told me that he expected the palace estimate to be sanctioned and that he had instructions to start collecting materials. He gave Rs 3000 in February. In that month I carted limestone from the Potinghi-Koraput Road to Jeypore. This limestone had been collected by the D. P. W., but as they could not burn it cheaply, they ordered it to be treated as metal. As it was in large lumps and required rebreaking and conveying to site Mr. French asked me to take this over and supply him with metal instead. This was again a verbal agreement - there were no written instructions. In March I got another advance of Rs 3000 and continued carting the lime. I got another advance last September. I have continued to cart the lime till last March. On 1st December 1894 Mr. French wrote and asked me to cart up all the limestone required so as to have it ready to show his successor. I continued to cart till March 1895, wherever my carts were available. My carts brought 540 cft in March. As my other works have not been measured and paid for I have no money to continue burning the lime. I have had bad fortune both in burning lime and with my cattle. Mr. French himself told me to stop burning during the rains as there was no hurry and it was clear loss. It is true that I purchased the greater

number of my cattle and carts. There was no agreement verbal or written that until the advance was cleared off the Estate should have any lien upon them. Mr. French has been to my lime kiln and sheds every day when in Jeypore; he has never objected to the quality. He used to say that some of the lime was 'hydraulic' lime from Jarapalem and was good for bridges. The white lime stone came from Borabonda near Salur. I was intending to collect lime at Itikonadasa and Father Pernand took me to show where he obtained and burnt his lime but Mr. French told me that there was no necessity to collect any fresh lime as that on the Potinghi-Koraput road was sufficient to burn 300 garces. I have not supplied any metal for the Potinghi-Koraput Road in the place of this lime. Mr. French said that when I had completely removed the limestone he would take me and show me where the metal was to be broken.

Mr. French in April wrote to the Agent that I had about 150 garces of lime and though I had about 20 carts. I would not cart it, and to give me notice to cart the whole by the close of the month. Nothing was there said about the advance. The Agent replied that there was no need to give notice and that he could make other arrangements.

I then addressed Mr. French officially by registered letter, which he refused. I produced unopened letter returned from the Post office. The lime ready can be delivered in the rains, when my carts have no other work to do. I can deliver a portion at once if ordered. I am prepared to cart the rest from Potinghi if Mr. French allows the stone to be taken. I am prepared to break the metal too, if the sites are pointed out on the Potinghi-Koraput Road and reasonable time allowed, but I must be allowed to take all the limestone

as verbally agreed on. I accept Mr Tyrrell's measurements (viz) 7000 cft of lime as stated by him. I have brought about 4,880 cubic feet.

Sd/ A. F. Fletcher

(True Copy)

Sd/ H. D. Taylor

Manager

(True Copy)

Lennie Sullen

Acting Agent to the Governor

c.j.

REVENUE DEPARTMENT.

In a letter from the Collector and Agent to the Governor, Vizagapatam, to the Secretary to the Commissioners of Land Revenue, Madras, No. 2914/5.
dated 14-9-1895

ENCLOSURE No. /

Mr. Fletchers statement

12/286/1445/95

Potinghi 1st December 1894

My Dear Fletcher,

I trust this will find self and all at home quite well, as I am glad to say this leaves us.

I spoke to Apparow about your things and he told me to write and ask you to send him Rs 50 i.e. 25 Rs for bandy hire and 23 odd for the balance of things made. I could not write to you at once as I have been down with fever these last few days.

I just got your letter about the overseer and have put it by in my secret compartment, so that no one can get a look at it.

I am very sorry to tell you, that although you are a great friend of mine you have been the means of my losing my promotion to Rs 600 and 6 Rs. a day batta. Mr. Willcock wrote to say he was quite willing to give me this increase if the buildings at Jeypore and Thoraput were in rapid progress. On this Mr. Wolfe-Murray says that as this is not the case, he cannot give me the increase and as I won't stay on my present salary

he has made arrangements to relieve me as soon as possible after the 10th December 1894. So I have only a very short time to stay but I hope in this time at least you will finish up all the masonry works I have given you.

As soon as your carts are available you had better get them to cart in all the limestone you will want to burn i.e. 300 garces. You must at least have the materials to show my successor. Please try and square this up soon. I shall show you Wolfe Murray's proceedings when I come to Jeypore. Keep all this to yourself don't tell even your wife.

I shall be at Koraput on the 5th and Jeypore on the 7th.

Wolfe Murray has already fined the overseer Rs 2½ on my report. I hear he does not work well but cannot prove it. If I can I will get rid of him.

Shall now close with kind regards and best wishes to one and all and remain

Yours sincerely
Yd/ Edmund Y French
(Jeune Colty)

9. Actg Agent to the Governor

REVENUE DEPARTMENT.

In a letter from the Collector and Agent to the Governor, Vizagapatam, to the Secretary to the Commissioners of Land Revenue, Madras, No. 4414/5 dated 14-9- 1895.

ENCLOSURE No. II

Copy of Mr. French's private letter to Mr. Fletcher d/1-12-94

Rev. II
352/96

d/ 14-5/95

Vizianagaram Sub Div. Office
18th June 1895

No 374

From

The Sub Divisional Officer
Vizianagaram

To

The Executive Engineer
Vizagapatam Div.

Sir,

With reference to your No 880 R of 15th May 1895, I beg to explain, that Mr. Wyberow, the Superintending Engineer, on his last inspection of the Korapud Sub Division wanted to know why the limestone collected for lime manufacture was not at least used as broken stone for concrete of bridges, so that a fraction of their value at least may be recovered. As all the concrete work of the bridges except Kharandi, was completed at that time, and it would have cost more than 12 annas per cyd to remove this limestone from Potinghi to Kharandi, and as 12 annas was the value of a cyd of metal I suggested that it be brought under road metal and used up when required from time to time. The Superintending Engineer

accordingly sanctioned this. The rate of metal here is 12 annas per cubic yard. In the meanwhile the Estate took over all Government works in December 1892. The limestone was not used as metal as it was not suitable even for that purpose, being too soft and smooth. It lay untouched till February 1894 or even later. I could not get rid of it in any way. At this time Mr. Willock ordered collection of lime for the Palace and Mr. Fletcher was given a portion of the work. Mr. Fletcher was the only one who intended burning lime at Jeypore, the other contractor carting his lime from Parlakimedie. This was a good opportunity for getting rid of this stock of limestone and as the Superintending Engineer's sanction was obtained to try and get some sort of value for it, even as road metal, I offered the stone to Mr. Fletcher on condition he gave broken metal instead. The condition that he should supply this metal only after taking the whole of the limestone is false. I have at least thrice urged him to replace

the limestone by metal at Kharandi when the Road is metred, but he has not done so. The reason why I asked Mr. Fletcher not to tell everyone that I had allowed him to take the limestone was that I did not want the other contractor to know this; or else counting this as a distinct advantage to Mr. Fletcher he might have clamoured for higher rates.

Mr. Fletcher is aware of this but because I have been pointing out his bad work, he apparently desires to give it a different color.

Since I have been upthere from January 1890, I have collected lime in the same manner as the manager points out, and as even he himself and the Agency officers do, or else no work will go on here. I have adopted no new method but what was in vague here when I came by all Departments. Lime can only be got from November to May and every preparation must be made for the supplies to go up beforehand, so that no break may occur in it, or the work will not finish before the

monsoons set in.

At Jeypore a registered letter was brought to me by the postman. Of late Mr. Fletcher had taken to writing impertinent and untruthful aspersions and as he took the unusual mode of registering this letter to me when I lived about hundred yards from his bungalow, I felt sure it was some impertinent correspondence from him which he wanted to ensure my receiving by registration, and so refused it. Besides up to now I was under the impression that this registered letter was a private one, as I simply looked at the writing when inspecting work in the town of Jeypore and refused it.

Although not in the order the Manager has adopted, still I have taken up every point that you wished answered.

The reason why the value of limestone was not at once deducted from Mr. Fletcher is that he was urgently in need of funds and I did not want to cripple him by taking away any money from him just then. There would have been no difficulty in adjusting the matter later as he was doing many other works for which payments were due.

If metal or gravel heaps lie long on a road they will certainly show diminished measurements in heaps but not when picked up and carted, as has been done by Mr. Fletcher. They will certainly show a vast increase in quality. The decrease is due to Mr. Fletcher's carts breaking down and throwing the stone away here and there, for which he is responsible.

If this work was completed during my tenure of office of Estate Engineership I could under the written authority of the Superintending Engineer have permitted the substitution of metal for limestone. Now however it has passed out of my power to accept this arrangement.

It rests with you, as you now have the written authority of the Superintending Engineer, whether you will ratify this

this arrangement or not. If you think the arrangement made by me when I had the power to do so, is null and void now that I can no longer ratify the arrangement myself; and that it is not advantageous to the D. P. W., then I think you certainly have the power to insist on a fair rate to be paid for the limestone or have the limestone replaced by Mr. Fletcher.

I should certainly not advise to allow Mr. Fletcher to remove any more limestone especially as this is all now at Potinghi where we shall shortly have to put up two large buildings for the Police and so will be able to get a better price for our limestone, than its exchange for metal which is 12 annas per cubic yard.

The enclosures are herewith returned

I have &c.

Sd/ E. A. French

Chief Officer

(True Copy)

Acting Agent to the Governor

containing Gurki and sand and one with sand only, the result is better than I anticipated but the mortar will take some months to set fairly and I should say that Gurki mixed with the lime and sand in equal quantities would make the best mortar.

The specimens of mortar taken from the culverts on the Borigumma road seem to me extremely bad. The best lime in my experience is obtained from a kunkur which on fracture shews a clean slaty surface.

I think that if no better kunkur can be obtained in the Jeypore Estate within reasonable distance of the site of the proposed work the outside faces of the building should be pointed with the imported cement or mortar made from imported kunkur of the best quality.

I think a good strong lime could be artificially obtained from the kunkur by reburning the lime after mixing it in a mill with good brick clay in the proportion of 5½ parts lime by measure to 1 part clay. The mixture to be thoroughly dried in balls before reburning. As firewood should be cheap in the Jeypore Estate I would recommend some experiments being carried out on a small scale before starting work.

I have &c

Sd/ Maurice Smyth. Lieut R.E.

Offg Exec Engr No 2 Sn

(True Copy)

Acting Agent to the Governor

Sd.

REVENUE DEPARTMENT.

In a letter from the Collector and Agent to the Governor, Vizagapatam, to the Secretary to the Commissioners of Land Revenue, Madras, No. 2914/5
dated 14-9- 1895.

ENCLOSURE No. IV

Copy of the professional opinion given by Railway Engineer

Owe 9
355 2/96

4
for 1445/95

Jeypore, 25th March 1895.

To

E. A. French, Esquire,
Estate Engineer,
Jeypore Estate.

Sir,

With reference to your foot No 63 dated 22 April 1895, to the Agent to the Governor's proceedings No 1330 dated 18th April 1895, declining to accept lime from me, and requesting to pay the amount back, I have the honor to state that the lime was duly measured and certified as received, under the circumstances, legally I am not responsible for the same, but as a gentleman, on my honor I cannot declare that it was delivered as certified by you, as long as it was not delivered by me. I shall deliver the lime as per verbal agreement i.e, as required for the Palace work, after the other contractor has finished his

I have &c

Sd/ H. T. Fletcher

(True Copy)

Acting Agent to the Governor

REVENUE DEPARTMENT.

In a letter from the Collector and Agent to the Governor, Vizagapatam, to the Secretary to the Commissioners of Land Revenue, Madras, No. 2914/5
dated 14-9- 1895.

ENCLOSURE No. IV

Copy of the professional opinion given by Railway Engineer

Owe 6
3552/96

4
fr 1445/95

Jeypore, 25th March 1895.

To

E. A. French, Esquire,
Estate Engineer,
Jeypore Estate.

Sir,

With reference to your post No 63 dated 22 April 1895, to the Agent to the Governor's proceedings No. 1330 dated 18th April 1895, declining to accept lime from me, and requesting to pay the amount back, I have the honor to state that the lime was duly measured and certified as received, under the circumstances, legally I am not responsible for the same, but as a gentleman, on my honor I cannot declare that it was delivered as certified by you, as long as it was not delivered by me. I shall deliver the lime as per verbal agreement i.e, as required for the Palace work, after the other contractor has finished his

I have &c

Sd/ H. T. Fleetwood

(True Copy)

Sd/ Illegible

Acting Agent to the Governor

Mr. Fletcher's own maintenance, much less for the support of his carts and cattle for more than a few days.

3. I accordingly asked Mr. Fletcher to let me have a letter to you in writing stating exactly what he required. His letter is herewith enclosed. It is not much to the point and makes no specific request except for settlement of his claims and entirely ignores the fact that he is largely indebted to the Estate.

4. With regard to the works, I have already reported that earthwork executed should be paid for in full. In regard to the culverts and buildings they have been condemned both by Mr. French and Mr. Atkinson; the final orders to be passed in the matter will depend on the opinion expressed by the Executive Engineer, East Coast Railway as to the proportion of lime and sand in the mortar, specimens of which were forwarded to him for opinion

5. Of the culverts the third has already collapsed, but this may be due to faulty design and bad foundations or both, if the mortar used is held to be good in quality. Again certain work in my stables has to be rectified and materials have to be delivered for the Hospital. I consider that these two works might be paid for at a reduction of 25 per cent on the work executed, the balance to be paid on the necessary alterations being made and the materials delivered, it being meanwhile understood that the materials in the kilns are the property of the Estate.

6. A list of works executed and unpaid for has been already forwarded. Assuming that all works are paid for at full rates the marginally noted sums are due to Mr. Fletcher but (with the exception of earth work) I cannot undertake the responsibility for full payment pending receipt of a professional opinion as to the materials used.

Work	Estimate for and to be executed from the commencement	Work executed	Remarks
	Rs. a. p.	Rs. a. p.	
Stables	131 14 8	107 8 0	25 %
Hospital	200 0 0	239 0 0	25 %
Bridge over Canal		923 5 11	
Culvert I		147 15 5	
" II		104 2 3	
" III		135 9 10	
" IV		182 1 3	
do			
do			

7. Mr. Fletcher estimates the value of his cattle and carts at Rs 2500 at least, but though they may have originally cost that sum, I am very much inclined to doubt whether they are now worth half of that sum. At the same time I believe that Mr. Fletcher

means honestly and if given sufficient capital with which to carry on current work would in the end make good estate claim against him. In the absence of collateral security however I cannot undertake the responsibility for this - and to make full payment for all works would be to abandon the substance for the shadow.

8. Mr. Fletcher has now only seven carts at work and the lime is being delivered very slowly at the rate of about 2 garees a day. At this rate it will take a long time to make up the 300 garees due. 40 garees have been delivered up to date. He cannot pay additional cartmen as he has no funds.

9. With regard to the other matters, more or less immaterial, touched on by Mr. Fletcher, in his letter, One complaint is that owing to non settlement of his claims he has lost 25% per mensem on Rs 2000, the estimated cost of work done. Mr. Fletcher cannot expect to both have his cake and eat it and altogether ignores the fact that he has for more than a year had an estate advance of Rs 9000.

10. If Mr. Fletcher's statements are however to be believed, there is no doubt that he will be ruined unless sufficient payment is made to allow him to go on with the work, and, as previously pointed out Mr. French will have to be called upon to make good the deficit.

11. The same result would be arrived at by filing a suit against Mr. Fletcher for the recovery of advance, as at present I do not believe that he is worth the amount

12. I would suggest, while I cannot accept any responsibility, that payment be made to Mr. Fletcher to the extent of earth work done on the Borigumma road (Rs 923) or say to the amount of Rs 1000 on condition of his executing the document already specified. In the absence of good collateral security or surety I cannot recommend that more should be paid though regular payments could be made for work subsequently executed, until the advance is reduced to within the limit of the amount secured by the bond.

13. Should Mr. Fletcher decline to accede to these terms the only course will be to sue him

for the amount. I should be very sorry to have to do this as it would necessarily pain him, and I believe that he means honestly by the Estate.

14. I request orders by wire, so that I can if possible settle the matter before leaving here. I request that the telegram may state definitely whether payments may be made for work done, and to what amount upon the security of the cattle and carts; and what course should be adopted, if the terms offered are not accepted.

I have &c.

Sd/ H. D. Taylor

Manager.

(True Copy)

Lucie Miller

~~Sd~~ Ag Agent to the Governor

Sd.

646

REVENUE DEPARTMENT.

In a letter from the Collector and Agent to the Governor, Vizagapatam, to the Secretary to the Commissioners of Land Revenue, Madras, No. 2914/5 dated 14-9- 1895.

ENCLOSURE No. VI

Copy of letter No 1235 dated 11th July 1895 from the Manager Jeypore Estate.

Dw. C. 7
355/96

6
Pl: 1445/95

No. 1044

Encl:

Jeypore Estate Manager's Office
Jeypore dated 19th June 1895

From

H. D. Taylor, Esqr, I. C. S.
Manager, Jeypore Estate

To

The Agent to the Governor,
Vizagapatam.

Sir,

I have the honor to report that the late Estate Engineer, Mr. French purchased rough Sâl logs from the Estate at Nowrangapur on two occasions for various works in his charge.

2. In April 1894, 200 logs containing 2341.4 cft were removed, and royalty on this amount Viz. Rs 731-10-8 was paid to the Estate at a rate of 5 annas per cft, the logs having been felled and roughly squared by the Estate before sale.

3. Subsequently Mr. French applied for an additional 40 logs. Of these, 24 logs containing 1159.92 cft were felled and removed according to the statement furnished by Mr. French. Royalty on this amount has not as yet been paid to the Estate, though Mr. French

was several times on Estate Engineer asked to adjust the matter. This amount Rs 389-15-8 is still due to the Jeypore Estate under Forest Revenue.

4. I now find from the extremely confused accounts in the Estate Engineer's office in regard to this timber that it is very difficult to say to what head the item of royalty charged should be debited. Mr. French in handing over charge to Mr. Atkinson left a note to the effect that the exact proportion of timber charges to be debited to each head would have subsequently to be settled by amicable arrangement.

5. The royalty on the first cheque for Rs 731-10-8 was divided between the Jeypore cutcherry, the Hospital and Koraput Sub-Jail, but beyond this distinction there has been nothing done to keep the timber on account of each work separate and to keep separate accounts of sawing and carting charges on account of each work, nor is there any statement as to where the timber is stored. A small portion has been subsequently used for the doors and windows on the overseer's shed at Jeypore.

6. The timber has been partly sawn at Nowrangapur, partly at Jeypore and some of it remains in rough logs. At Nowrangapur a Gymnasta was employed by Mr. French to supervise the sawing on a salary of Rs 10 which was paid for a month and a few days and which was debited to the Koraput Sub Jail: a suit is now pending against the Estate Engineer for an additional 4 months salary owing to Mr. French having refused to pay the same on the ground that work was not satisfactorily performed. Should the plaintiff obtain a decree it is doubtful to what head of work the amount and cost of the suit should be debited.

7. I enclose a statement taken from my accounts showing as far as possible the actual charges debited to each work

up to date. A large expenditure has been
incurred on sawing and carriage and
royalty from timber required for the
stables in my compound, yet there is
not a log of any sort at site. The figures
for the Sub magistrate's cutcherry show
royalty paid on 468 Cft, carriage on
241.11 Cft and sawing charges on 1085.86
running feet. The Koraput Sub Jail shows
royalty paid on 937 1/3 Cft, carriage on
1755.41 Cft and putting up wood work
on 1216.80 Cft. The Hospital work shows
carriage on 628.25 Cft and royalty on
468 Cft respectively beyond the Verandah
rafters which have been put up there
is practically no timber at site. On the
Police Station carriage is charged on
266 Cft and no royalty at all is paid.

8. As it is impossible for me to clear
up the confused state of accounts into
which Mr. French has allowed the wood
work to drift I request that if the
Executive Engineer is not likely to visit
Jeypore soon, that Mr. French may
be directed to come to Jeypore and stay
here until the matter has been satisfac-
-torily settled and the wood work
relating to each work duly separated.

I have &c

Sd/- H. D. Taylor

Manager.

(True Copy)

Acting Agent to the Governor.

cg

No 3575/96
Dec 3-6

Statement showing the actual charges of timber debited to

Name of work	Sawing timber		Carting loss		Royalty		Felling trees		Pulling up wood work		Cutting loss		Dragging loss		Remarks
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
	Cft	Rs. a. p.	c.ft	Rs. a. p.	Cft	Rs. a. p.		Rs. a. p.		Rs. a. p.		Rs. a. p.		Rs. a. p.	
Repairs to Submagistrate's cutchery at Joypore	1085.56	28 8 5	241.11	103 15 2	468	146 4 0									
Constructing stables & well in the compound of Manager's bungalow at Joypore.	3445.82	86 9 5	120.56	55 2 7	468	146 4 0									
Improving and extending the existing Gule Sail at Nowapuk	6083.72	173 3 1	1755.41	564 12 4	937 1/3	292 14 8	No 6	5 " "	Cft 1216.80	590 11 0					
Constructing Hospital at Joypore	6374.03	166 15 -	628.25	217 2 8	468	146 4 0	"	" "	102.60	38 7 7	No 10	4 4 "	No 16	4 " "	
Constructing 1st class Police station at Joypore	2126.52	58 12 4	266	2 12 4											

(True Copy)

Lucie Smith

29. Acting Agent to the Governor.

Agent to the
ecretary to the Com-
, Madras, No. 2914/5
1895.

m
dated

ENCLOSURE No. VII

Mr. Taylor's letter
1044
19-6-95

Pol-5
3552/96

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Jl: 1445/95

3,000
27-11-95.

REVENUE BOARD OFFICE
MADRAS.

Proceedings of the Board of Revenue

(Land Revenue),

Dated 2nd October 1895.

No. 4906 Mis.
~~Routine.~~

READ letter from the Agent to the Governor, Vizagapatam, No. 2914/5, dated 14 September 1895.

Resolution :-

The Agent's action is approved and the opinion expressed in para 19 of the above letter is concurred in.

/True extract/
/Signed/ L. M. Wynch
Secretary.

To
The Agent, Vizagapatam.

/True copy/
Reeves
A: Secretary.

Lecture

1895

Board of Revenue

(Land Revenue),

MADRAS.

~~To~~

The Agent

True copy of Board's

Proceedings, dated 22 October 1896,

No. 4906 ~~Routine.~~ Mis

Subject.

R.S.4
305/96

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Mol
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1271

[illegible] 11-7-95. 100]

No 249

VIZAGAPATAM GOVERNOR'S AGENT'S OFFICE.

Dated 28th February 1896.

From

BOARD'S GEN. REG. No 988 OF 1896
LAND REVENUE.

W. A. Willock Esq^r,

~~Ag~~ Agent to the Governor,

Vizagapatam District.

To

The Honorable Mr. J. F. Price

Chief Secretary to Government,

Department,

Madras.

Thro' the Secretary to the Commissioners of Land Revenue, Madras.

Sir,

I have the honor to lay the following complaint against Mr. C.A. French, Sub Engineer D. P. W. whose services were lent to the Jeypore Estate under Government order No 845 dated 15th July 1892.

Ref in B.P. 5252 23.8.92

2. Work under the D. P. W on the Potinghi-Koraput road and the Civil buildings at Koraput made but little progress until Mr. French took charge about two years previously. He at once showed great aptitude for making use of the labor available and meeting the difficulties unavoidable in dealing with works in

the Agency. The road and buildings proceeded rapidly under his supervision and when the question of finding an Estate Engineer arose his success pointed him out as a promising officer for the post. He joined his appointment on the 9th December 1892. I placed him in the position of a Local Fund Engineer, myself taking the place of the President District Board, while the Manager of the Estate and the Special Assistant Agent occupied those of Presidents of Taluq Boards. Had his work been solely Estate I would probably have placed him directly under Mr. Taylor's orders but with the long line of road to the plains forming an important part of his charge I did not think that this would be expedient. Mr. French discharged his duties well at first but was inclined to be troublesome in his relations with Mr. Taylor and the Agency officers and I was obliged to reprimand him seriously on two or three occasions for a tendency to squabble and argue about trifles and forget his position and point out that that was not the way to get on with his work. When I visited the Agency in the cold weather of 1893-94 I was not at all satisfied with the way things had been going on recently. Mr. French had however taken three months privilege leave from July 1893 and while in Madras was under treatment for a long time at the General Hospital for a huge and very dangerous carbuncle. This had necessitated his getting an extension of two months leave and he was still suffering from the effects of his illness at the date of my visit. I made considerable allowance in consequence for the confusion and short-comings which I observed. I noticed however that he and a contractor — a Mr. Fletcher — were continually together and did not at all like the close friendship which seemed to exist between them. I consulted Mr. Taylor as to the advisability of directing that no contract should be given to Mr. Fletcher in consequence of their very

obvious intimacy but we eventually decided that so extreme a step was not necessary at the time. I regret now that I did not do so.

3. During my absence on furlough Mr. French seems to have completely abandoned all idea of doing his duty. He made practically no progress with his works, got many of his accounts into confusion which can be only explained by the grossest carelessness and indifference in consequence. He played into Mr. Fletcher's hands to such an extent that a very large sum is now due to the Estate for materials which were never delivered though paid for by Mr. French as if they had been. It would be a waste of time to go into all his misdoings in detail so I will only select a few prominent instances. As to the general progress made in the works under his charge during my absence the following memo which shows the position of affairs when I visited Seypore before going on furlough and when I was there last November for each work of importance as well as I can remember will give a good idea of his inefficiency and neglect.

Condition of work in February 1894.	Condition of work in November 1895.
Police Station House.	
Walls almost ready to receive the roof. The bricks were poor and I cut down the rates in consequence but the work was quite good enough to stand	Walls completed but left exposed to two monsoons. They have deteriorated and cracked considerably in consequence. Some of the wood work of the roof was put up and taken down again. A few logs were lying in the compound.
Hospital.	
Site selected and some stone collected.	Walls completed. Part fell down and had to be rebuilt. Wood work of Verandah roof put up. Teak wood trusses at site. Doors and windows procured but made of wretched country wood instead of Sâl as provided in the Estimate. Country wood reepers were put on the verandah roof but were so bad that they had to be removed.
Deputy Tahsildar's office	
Estimate for alterations prepared.	The building in ruins. The wood work of the roof was put up last May but no tiles were put on it. The wood was

obtained in a hurry from the Mills at the last moment. The roof partly fell and the remainder was dismantled. A new office must now be built.

Improving the mud walls of the old Fort to adapt it as a site for the new palace.

Earthwork just begun.

Practically no work done by Mr French. He had orders to apply to Mr Taylor for labor but never did so. Mr Taylor put on a couple of hundred coolies but they left the work in a few days. Only Rs 133-8-2 spent during Mr French's time out of a grant of Rupees 1950.

Road past Mr Marsh's bungalow

Estimate under revision

Rupees 861-5-3 spent out of Rs 2093. Rs 249 of this was for wood from the Saw Mills for bridges which of course gave Mr French no trouble.

Joypore - Borigumma road.

Estimate under revision. The estimate had to be repeatedly sent back

for revision it having been most carelessly prepared and orders regarding details systematically neglected. No levels were taken by Mr French and no sections prepared. 4 culverts were built of which one fell in owing to the bad lime used. Rs 2325 worth of earthwork done, of which Mr French measured up only Rs 207 worth. The expenditure during Mr French's time was as follows.

Lime	Rs 3000--
Iron bolts	778-12-7
Yal wood	153-0
Other items	236-2-9
	4167-15-4

The expenditure on lime will be dealt with further on. It will be observed that the actual work done was valued at only Rs 236-2-9 or less.

Palace

Immediate collection of materials ordered

Foundations and basement put in. Expenditure to end of April Rs 38,156-1-1. The chief items of this are.

Laying foundations Rs 17,181-2-5
Doors and windows 6,348-4-4
Material at site 13,543-4-4

The latter item was partly fictitious as will be seen further on.

Manager's Stables.

Not commenced.

Walls completed and condemned by Mr. French himself

The above particulars will give Government some idea of the work which Mr. French did for the Estate during two years and five months after my visit in January 1894. He had the Sub Jail at Thorapuk on hand also and did but little better with it but I unfortunately do not remember its progress up to my visit in 1894 and cannot give details in consequence.

The way in which the walls of the Police station have been left uncovered through two monsoons, the Deputy Tahsildar's Office reduced to ruins and the Hospital partly so

are instances of criminal carelessness and want of provision in the execution of work inexcusable in a man who knows the Beypore climate during the rainy season. The enclosed memo of Mr. Taylor deals with a few of the most marked instances of mismanagement and misconduct selected by him for submission to Government in detail.

4. The first item refers to lime supplied to the palace work and the Borigumma road. Rs 9000 was paid by Mr. French to the Contractor - the Mr. Fletcher, referred to above - on three different occasions in February, March and April 1894, of which Rs 6000 was debited to the Palace and Rs 3000 to the Borigumma road. The sums were paid on work bills in which Mr. French certified that the "Preceding claim is correct, that the necessary measurement has been made by me and that the work has been satisfactorily performed". Copies of the work bills are enclosed. These

+ (August ?)
CR 803
23/5/54.

certificates were absolutely false. Mr. Fletcher delivered in all only 61/2 garces and a good deal of this long after he was paid. The value of the balance is still due to the Estate by the contractor.

In December 1894, Mr. French wrote a letter to him which he (Mr. Fletcher) has handed over in consequence of a quarrel with Mr. French which contains this para. "As soon as your carts are available you had better get them to cart in all the limestone you will want to burn i,e, 300 garces. You must at least have the materials to show my successor. Please try and square them up soon. I will show you W.M's (Wolfe-Murray's) proceedings when I came to Joypore. Keep all this to yourself. Don't tell even your wife."

The last few words are very suggestive.

The history of part of the limestone which Mr. Fletcher did supply is as follows.

It was originally carted up from the plains for the bridges on the Potinghi-Koraput Road by the Department of Public works but being too bad to burn it was transferred to road metal in the accounts. Being too soft for metal it long unused until about a year ago when Mr. French allowed Mr. Fletcher to cart it on to be used on the palace works. Not only did he accept the worthless stuff but he allowed Mr. Fletcher to remove it free of charge thus making him a present of the initial cost of what was probably paid for as good lime and cart hire for considerably more than half the total distance which lime had to be carted (i,e, from near Salur in the plains 70 miles away) The lime made from the stones is being used for the smaller works but it is so bad that it has to be mixed with its own bulk of sand and even then produces very unsatisfactory mortar.

5. The estimates for the works under construction all provided for the use of sal wood or teak. Disregarding this Mr. French purchased in Salur, 70 miles away

large quantity of jungle wood reepers
for the roofs which he could have had
cut up at the Saw Mills 22 miles off.
The wood was very bad quality and they
were very badly cut. They were subsequently
rejected and the Estate has lost Rs 440
thereby according to Mr Taylor's calculations.
The reason of this extraordinary case of
bringing inferior coals to Newcastle
seems to have been that Mr French
had fallen foul of the Saw Mills owing to
the disposition to squabble which I referred
to above and would not apply for what
he wanted from it. He had however
my permission to get any sal logs
he required in direct from the Forest
and make his own arrangements
for cutting them up in an order
which I passed shortly before going
on leave when I saw that Mr French
was obviously going to make use of
any hitch in the working of the Mills
(if any such occurred) as an excuse
for failure to get on with works and
was specially ordered to keep himself
informed of the progress of work at
the Mills and make the arrangements
referred to above (suggested by himself)
if he could not rely on getting what
he wanted from them. As a matter of fact
the Mills have been working excellently
and could have supplied him with
any quantity of the best possible timber
sawn to any sizes he required.

6. Mr Taylor next deals with Mr
French's action with regard to a quantity
of timber which he brought in to
Seypore under the order just referred
to. It is unnecessary for me to repeat
the details he gives here. The confusion into
which Mr French got the accounts connected
with this transaction appears hopeless and
no one knows what has become of the timber.
There is practically nothing at site except
a few small logs near the Police Station.
Mr Taylor estimates the loss on this transaction

at Rs 953–5–2.

7. For the Jeypore hospital Rs 226 was provided for Sâl wood doors and windows Mr. French has spent Rs 608–10–0 on absolutely worthless ones made of common country wood at Salur. They are not fit to put up.

8. Rs 383–12–0 were paid by Mr. French for tiles for the hospital and Manager's Stables. This included delivery at site A few were delivered for the first work but were not counted. The remainder are said to be still in the kilns. They have been paid for not only without delivery but without any examination of their quantity.

9. The Jeypore palace is debited with Rs 301–6–0 on account of cutstone. Several years ago the Department of Public works carted up some cutstone from the plains for bridge work on the Potinghi – Koraput road – a distance of probably 60 miles or thereabouts and did not use it after all. The cost of this stone was of course something terrible. It has been kept in the works as materials on hand on the Pottanghi – Koraput road for several years. Mr. French, in order probably to help himself out of the difficulty which his exceeding the grant for completing the road put him into, transferred this stone to the Jeypore palace which involved the Estate paying for the extravagant blunder of the Department of Public Works and the cost of cartage for a further 23 miles. In addition to this there was no part of the palace for which the stone was suitable. Mr. French's explanation is almost worse than his offence. He states that he only transferred the stone temporarily to the Jeypore palace and intended to retransfer it later on to the proposed Kolab bridge – involving still another 7 miles of cartage. If it has been Mr. French's custom to shift bad

bargains from one work to another at pleasure in this way, regardless of even the locality in which the articles actually are it is no wonder his accounts are in hopeless confusion. I do not know whether such transfers are permitted in the D. P. W. but I can hardly believe that they are and if not Mr. French's conduct in cooking his accounts in this way seems to call for most serious notice.

10. Mr. Taylor's memo deals with some other instances of misconduct and neglect of duty but I think I have already laid enough before Government to show it that Mr. French merits most severe punishment and I trust that steps may be taken to mete it out to him. The most serious charge against him is that regarding the advances for lime which he supported by deliberately fraudulent certificates. His letter to Mr. Fletcher - a copy of which I enclose - puts a most suspicious look on the transaction. The attempt to let him have the old limestone on the Koraput road for nothing seems to have been a deliberate plot to defraud both Government and the Estate. His purchasing of country wood articles when sal had been provided in the estimates is but little better and his manipulation of the cutstone entries show him to be devoid of all principle in keeping his accounts.

11. Including the pay which he has drawn for doing rather worse than nothing I think that the Estate has lost something like Rs 12000 or Rs 15000 by Mr. French's employment during the period in question. He is still in charge of the Government works in the Agency and his presence is bad example to others. I think that the facts which I have just laid before Government are sufficient to call for his suspension but should this not be the case, I trust that they will be held to require his immediate removal - a step which will probably

be followed by other revelations regarding his conduct of Government works.

I have the honor to be,
Sir,
Your most obedient Servt
Attorwed Rao
Hon Agent to the Governor

646. 9.

Rec'd 3 35 2/96

1896
Jno C
4
1271

(2,000—27-11-95.)

[V. C. P.—1-11-94.—300.]

Rc. C. / Dis. No. 486

Governors Agents
VIZAGAPATAM COLLECTOR'S OFFICE,
Dated 9th March 1896.

From W. A. Wilcock
F. D'A. O. Wolfe-Murray Esqre
Ag. Collector, Agent to the Governor
Vizagapatam District.

To

The Honorable Mr: J. H. Price C. S. I.
Chief Secretary to Government,
Judicial Department,
Madras.

Sir, Through The Secretary to the Commissioner of Land Revenue, Madras.

In reply to your Endorsement No. 2748 dated 16th November 1895 regarding additional salary due to Mr French I have the honor to State that I think that under the circumstances the claim should be allowed. I cannot understand why Mr French was retained by the Estate a day beyond the date on which his term of engagement terminated, considering the state the works under his charge were in at the time.

2. I beg however to call attention to the fact that Mr French is responsible for large sums of Estate money paid on false work-bills. especially an item of Rs 9000 paid for lime

Ref

DEPARTMENT.

BOARD'S GEN. REG. No 1227 OF 1896

LAND REVENUE.

FROM Agent to the Governor

THE ~~COLLECTOR OF~~ VIZAGAPATAM.

BOARD OF REVENUE 13 MAR. 96 MADRAS

TO

THE CHIEF SECRETARY TO GOVERNMENT,

Judicial DEPARTMENT,

MADRAS.

Through the Secretary to the Commissioner of Land Revenue Madras.

Dated } March 1896.
Received }

1896 Prol 6 1271

Re.C. / Dis. No.

ENCLOSURES.

Subject.

Reporting that the claim of Mr French to increase of pay should be allowed but that it may be withheld until the question of his liabilities to the Estate for certain materials be settled.

forwd with Mem

13 Mar

as if it was at Site, only a fraction of which has been delivered (vide my letter No. C 249 dated 28th February 1896 to the Government forwarded through the Board of Revenue. I beg to Suggest that the amount now claimed be withheld until the question of Mr French's liabilities to the Estate for materials delivered and materials grossly inferior to the specification be settled. The Estate has claim against him amounting to over Rs 10000 (as well as I can remember the records not being with me in camp) for which I think he should be held personally responsible.

I have the honor to be
Sir
Your most obedient Servant

For Agent to the Governor
CB

(2,000—27-11-95.)

REVENUE BOARD OFFICE MADRAS

Proceedings of the Board of Revenue

(Land Revenue),

Dated 16 March 1896,

No. 1267. Mis:

READ again Board's Progs: No. 4906 Mis: dated 2 Octr: 1895.

(2) Letter from W. A. Willock Esq: Agent to the Gover. Vizagapatam, to the Chief Secretary to Govt: of Land Revenue, Madras. C. No. 249 dated 28.2.1896. Madras. thro' the Secretary to the Commissioners

(3) also letter from the same officer, Re.C. No. 486 dated 9th March 1896.

Resolution. The papers read above, detailing the irregularities of Mr: E. A. French, while he acted as Estate Engineer, Tyypore will be Submitted for the orders of Government. In the absence of his explanation, the Board is unable to express any opinion on the matter.

2. The Agent has not sent the further information promised in paras 11, 12 and 15 of his letter of the 14th Sept. last. No. 2914. J.

3. A copy of Board's Progs: No. 3420 Mis: dated 10th July 1895, bearing on the question

of

increased pay to Mr: French is herewith submitted for the information of Government with reference to para 1 of the Agent's letter of the 9th instant read above.

The circumstances under which Mr: French was not relieved immediately on the Expiry of the period of his original Engagement are detailed in the Agents letter recorded in Govt. No. 762 Judl., dated 11th april 1895

× Jr 27 D 20.4.95
Put up with corr.
1114/3537 Audit S.A.W 10/4

True Extract

Ag. Secretary.

To

The Chief Secretary to Govt: Judl: Deptt: with copies of Board's Procs: 3420 of 10. 7. 1895 & No 4906 of 2. 10. 95 with Enclos as per list

Agent to the Governor in Vizagapatam.

1271

1896. Jud

Board of Revenue

(Land Revenue),

MADRAS.

To

The Chief Secretary to Govt:
Judl: Depth:

Rec 17/3
Repd 18/3
Encls 6 (4 in file)

Proceedings, dated 16th March 1896
No. 1267 Mis. / ~~Routine.~~ Enclosures.

Subject.

submitting for the orders of Govt: papers relating to the irregularities of Mr: E. A. French of the P. W. Depth: while he acted as Estate Engineer, Jeypore

WS 4/4

Cno 5138/95 Kb)
4640/95 "
217 & 25.10.95 Sc.
1739 & 19.8.95
Cno 2321/95 Lodgd 10.5.95
Gp 495 & 28.2.95 R
494 " " R
493 " " "
468 & 20.4.95 R
762 & 14.4.95 Mis
261 & 7.2.95 "
2150 & 4.4.94 Sc.
19320 22.9.93 Sc.
845 & 15.7.92 R
1084 & 9.6.92 "
804 & 27.4.92 Mis.

Encls 19
Recd: 11.4.96

Endorsement No 797 dd 10/4/96

Transferred to the Public Works Department.

W Francis.
a/ Under Secretary.

10.2.5.96

To The Public Works Dept. with enclosures

Recd

3592

4370
15.6.96

Tabular Statement No. 1

C.No. 6614/1895 Disposed of by G.O. No. 2539 W dt 15-10-95	Mr. L.C. Miller Agent to the Governor, Vizia- gapatam.	Failure to complete the Police Hospital at Koraput by 31st March 1896.	Enclosure to Curr by memo No. 3807 the Police Hospit end of March 18 fixing of Vene- Complete in eve	rent No. 9058 Disposed of C dt 3-12-95. was incomplete at the 95 only in respect of tain Shutters. It was other respects.	In memo. 3807/C dt 3-12-95, Mr. French was asked to explain why the Venetian Shutters could not have been put in before the end of March & whether the work had since been completed. In Enclos. 6 S.E.'s letter No. 1313. dt 2-4-96, he replied that the work had since been completed, also that when labour & materials were ready, the rooms could not be vacated, & when the rooms could be vacated the Carpenters had gone off to other agency works. As regards this, the Civil Apothecary reported that Mr. French's statement was false, that he vacated the rooms in April, & that after fixing Shutters in one room & partly in the second, the P.W. Servants did not again make their appearance, although the rooms were left open for days together, also that the Mistry informed him (the apothecary) that the delay was on account of want of Screws. It must be pointed out here however that Mr. French was asked why the work could not be completed before the end of March, while the apothecary says he vacated the rooms in the middle of April. This does not falsify Mr. French's statement. Mr. Miller in sending on the explanation, could not regard it as satisfactory. In memo. No. 3807 C dt 3-12-95, the Judl. Department was asked to obtain Mr. Willock's remarks on Mr. French's ~~statement~~ explanation. These have not yet been received.
C.No. 8872 of 95 Disposed of by G.O. No. 2928 W dt 16-11-95	— do —	Same work as above- mentioned at para 7 of Judl. G.O. 2176 as item 5 in state- ment Progress on work very unsatisfactory	In Current No. states that the work was due Venetian Shutter Contractor wh filed another co wood work wor at Vizagapatam sent to him th spent balance Count of wood	1114 of 96, Mr. French slow progress on the to the want of teak wood He gave the work to a failed. He had then to -tractor. Under the P.W.D. & have been made up by the Ex. Engineer & fitted up only. The un- outturn work was on ac- work only.	
C.No. 6614 of 95 Disposed of by G.O. No. 2539 W dt 15-10-95	— do —	Mr. French exceeded the grant for the work 'Completing Pottin ghi-Koraput Road' by Rs 514-14-9 but never made any report of the fact to the Agent.	Enclos. 6 Curre memo. No. 3807/C Mr. French State exceeded because under 4 feet wid road is in embo and not protected Mr. Willock ordere Caution against Agent for a copy French replied, written orders, a no objection in ma the rest of it was received instruc	No. 9058 Disposed of by 3-12-95. that the allotment was the road at one point was instead of 18 feet. The ement here is very high, by parapet walls; hence the extra width as a pre- ecedents. Asked by the Mr. Willock's order, Mr. that he received no that he could have had in the road 24 feet when 6 feet, unless he had ins to do so.	
C.No. 8872 of 95 Disposed of by G.O. 2928 W dt 16-11-95 page 7 of G.O.	— do —	The excess of Rs 514-14-9 on Pottin ghi-Koraput road is again men tioned, but the Agent states that the excess occurred on the Comple tion	Enclos. 6 C No. 111 Mr. French repor the excess ex- Kerandi brid	at the excess was due to sine lead & lift of the pproach. The original estimate	The excess here is the same as that brought to notice in the previous item, but the explanation is different.

		tion of the Kerandi bridge.	estimate allowed an average of earthwork, but embankments & for high banks at rate, an excess who paid the Rs 6 took over the work began in 1884.	rate of Rs 6 per 1000 C. ft. this rate was paid for all when it came to paying a proportionately high occurred. It was not the rate at the beginning. He in 1890, while it was	
C. No. 8872 of 95 Disposed of by G.O. No. 2928 W dy 11-11-95 page 7, para 3 of G.O.	Mr. L.C. Miller Agent to the Governor Vizagapatam	The confusion in which he left his accounts gave his Successor an immense amount of trouble.	C. No. 1114 – The con- failure of the est wood as promised Mr. French was ord arrangements for work required for charge. This was for him, & wood work at great difficulty He got no aid from was too heavily satisfactorily so great as comp be dispelled by into. He was n whole of his Ch matters, but w 6 days.	fusion was due to the ate sawmills to supply, and late in the season ered to make his own the supply of all wood buildings under his a new kind of work with had to be set up, from Vizagapatam. the Estate Servants had handicapped to do work The confusion was not lamed of, and would little patient looking allowed to go over the ge and to clear up hurried through in	The S.E. I Circle, (Mr. Garrett) remarks that Mr. French's statement that he had to hand over charge hurriedly in 6 days is correct, and that his explanation is fairly satisfactory. He at the same time remarks that Mr. French was not the man to be selected for this post of Estate Engineer, and that it was too much to expect a man in his position, to prove success under responsibilities far heavier than had been accustomed to &c.
C. No. 8872 Disposed of by G.O. No. 2928 W dy 11-11-95. page 8 of G.O.	— do —	Although a total sum of Rs 18,500 had been allotted for the maintenance of the Hikivalasa-Korapat Road (Pottuji hi Ghat) in 1894-95, Mr Wolfe-Murray found the first four miles in a very dangerous condition and had to allot Rs 1200 ~~each~~ more.	Current No. 1114 – upkeep of the ro the Agent to one to show how muc agency could The Agent said if it had not be Stock of metal the road would be in repair. In ed by the agent larger grants Such repair as the reduced gr any part of the	The allotment for the ad interest down by half of the P.W. grant move cheaply the work, & the P.W. Dept ently admitted that for the large reserve kept up by the P.W.D., have been in greater French was order not to apply for a to keep the road in was possible with ant, & that when road fell into much	In Current No. 2299 disposed of by No. 1407C dy 12-3-96, the S.E. I Circle mentions that the Ghat road is in very fair order and compares favourably with any of the District Roads.

Cur. No. 3592 that Mr. French is stated to have purposely made difficulties about obtaining wood from the Saw mills, and that the wood he obtained from Salur was of very inferior quality. Mr. Willocks states that the Saw mills had been working very excellently, and could have supplied Mr. French with any quantity of the best possible timber, sawn to any size he required.

			disrepair, th a fresh construc tion the agent w ent up; he would give additional gran ts for repairs and if all these grants had been sanctioned at once at the beginning of the year the road would al ways have been in order. When in formed that Mr. Wolfe Murray had found the first four miles in a bad st ate, he went down at once & inspect the place - with the exception of 2 furlongs with the 3rd miles, there w as not much to com plain of. Rese 2 furlongs here ac a heavy fra dient. No accidents occured to car ts. Mr. French was able to drive ov the length in his dog-cart.	Should he be made from show grant. When- ever	
C No. 8872 Disposed of by no. 2928 W dt 16-11-95 pages 7 & 87 G.O.	Mr. L. C. Miller Agent & Govern nor, Vizagapatam	Unsatisfactory progress on Sight Class Police Sta tion Jeypore.	Current No. 1114 Work Delayed fo - As before sta to get the wood	heant of Woodwork ted, he was made work himself.	
— do —	— do —	— do — on taluk office and Sub jail at Jeypore.	— Same explanation - Wood work could not be obtained from the estate saw mills, and he had to arrange everything by himself.		
— do —	— do —	— do — on Reserve Police Lines, Koraput	Work was given with the approv Contractor did he had to finish tally.	wout on contract al of the Agent. The not get on well, and the work departmen	In current No. 2299 the S.E. I Circle Com ments unfavorably on several of these works as carried out by Mr. French.
— do —	Mr. Taylor Estate, Manager	Remarks on unsatisfac tory progress on works generally and on Carelessness in the prepara tion of Estimate for Jey pore - Borigumma Road.	Adverts again to wood work, expla made on works lor, and with Borigumma R	difficulty in procuring nis in detail progress mentioned by Mr. Jay regard to Jeypore - oad, States that all	

In current No. 3592, Mr. Willock states that the difficulty as regards obtaining wood now from the saw mills was all of Mr. French's creation, and that the mills were working excellently.

		no sections or levels having been prepared.	all that was done upto date, was done since the arrangements made by him six months after Charge, Mr. Taylor to the Road. Mr. Taylor never asked for sections or levels, and Agency estimates do not require them, as they are prepared roughly	done upto date, on the arrangements off (Mr. French) Seven Mr. French handed over he had nothing done
C. No. 3592	Mr. W.A. Willock Agent to the Governor	In this paper voluminous reports are enclosed from Mr. H.D. Taylor, Estate manager, Mr. L.C. Miller, Ag. Agent Governor, and Mr. W.A. Willock Agent to the Governor, relative to unsatisfactory progress of Estate works under Mr. French, the most serious Charges against him being:- (1) That advances of Rs 3,000, each (or Rs 9,000 in all) were made by Mr. French to Mr. Fletcher, the Contractor, for the supply of lime. Mr. French granting a receipt each time that the lime had been supplied when as a matter of fact the lime had not been supplied.	This letter has not yet been referred to Mr. French for explanation, but there is a letter from him in the file from Mr. French dated 18th June 1895, in which he gives explanation on some of the points.	
		(2) A quantity of lime stone which had been stored on the Pottinghi-Kovaput Road for road metal was handed over by Mr. French to Mr. Fletcher for burning into lime on the understanding that Mr. Fletcher was to provide other road metal. The lime made from	(1) In Mr. Willock's letter of 14-9-95, it is stated that Mr. French was asked for explanation on this point, and that he replied to the effect that he found the System of advances in vogue on Jeypore when he arrived, and that he merely continued it. Mr. H.D. Taylor denies that any such large advances are given, that the largest advance made by him of was Rs 100, and that these were nearly always secured by documents.	
		(2) Mr. French thought that the arrangement with Mr. Fletcher was the best method of getting rid of the lime-stone which was too soft for road metal.		(2) Copy of a private letter from Mr. French to Mr. Fletcher is put up by the agent, in which the former tells Mr. Fletcher to keep the arrangement private and not to tell even his wife. Mr. French explains that he did not want other Contractors to get wind of the arrangement. Mr. Willock looks upon this letter with much suspicion.

		from this was worthless.			
		(3) Mr. French wasted large sums of money in purchasing inferior timber in Salem when he could have obtained excellent Wood work from the Saw mills.	(3) In Cur. No 1114, Mr French stated that he could get no wood from the Saw mills, and that he was left to arrange for the Supply of timber himself, a work he was un accustomed to.		
		(4) A quantity of cut stone which had been carted from the plains for bridge work on the Pottingi – Kovapatnam Road, was transferred by Mr French to the Jeypore palace at a great cost to the state.	(4) Mr. Willock's explanation is inapt as he transfers the Kolab bridge ders the explanation than the offence, for cartage for would be im-	Says that Mr French's that he intended er the cut stone b ge. Mr Willock Consi nation almost worse as a further charge 7 miles to the bridge volved.	Mr. Willock Considers that including the pay which Mr French had drawn, for doing rather worse than nothing, the estate has lost something like Rs 12,000 or Rs. 15,000 by Mr French's employment, and he thinks Mr French merits severe punishment, and immediate removal from Vizagapatam (he has recently been transferred to III Circle).
C. No. 3916	Mr. De Morgan in Charge I Circle.	Mr. French advanced Rs 1200 for 30 garces of lime for estate works. The proceeding was not only irregular and open to suspicion, but Mr. French took no trouble to secure a good article for the money, the lime being of very bad quality. *	Mr French Con which the line mended that tractor be fined Mr. Fletcher was of lime during and he (Mr. ponsible.	demned the works on was used, and recom Mr. Fletcher the Con 25% on his work paid for 30 garces his absence on leave. French) is not res-	Mr. De Morgan does not consider that Mr. French's letter clears him of responsibility. The Dy. Tahsildar withheld 10% of the value of the lime but Mr. French paid up in full in January 1894. Mr. De Morgan is of opinion that Mr. French should be subjected to the closest supervision in his new Circle. In Mr. Garrett's inspection notes of 2nd March 1896, (Current No. 2299) it is stated that the Contractor had supplied nearly all the lime he was paid for. It is not clear whether this advance of Rs 1200 forms part of the Rs 3,000 mentioned elsewhere, but apparently it is.

* Apparently not, for Mr. De Morgan reports that it was paid for in full in January 1894 whereas the first payment for the other lime was made on Feb 2nd 1894.

Cr

Mr Francis case

Tabular statement of charges & explanations

Tabular
Statement No 1.

1144

4370
15.6.96

Dear

This paper is a reply to Ex. Leg. 2928 W of 16.11.95

In para 13 of this report on the administration of the Vizagapatam Agency for 1894-95, Mr Miller, the Agent, made very unfavourable remarks on the progress of works under Mr Francis, when the latter was doing duty as Estate engineer -

In para 6 of Govt. No 2176 Judicial of 25.10.95 Govt. noted Mr Miller's remarks with great dissatisfaction, & kept it for consideration in the P. W. D. whether further notice should be taken of Mr Francis's inefficient administration.

Mr S. S. I since now submits Mr Francis's explanation

charges against Mr Sub-Engineer are detailed in the accompanying abstract. Those brought by Mr Miller have been referred to the Sub Engineer for explanation has been received, but not finally disposed of as Mr Willocks' remarks, which the Judicial Department were asked to obtain in memo No 3801 C dated 3rd December 1895, have not been received - This part of the charges, however, relates to a very senior matter viz: that of superseding a grant on the Pottingi-Karakpal Road by R. 574-14-9, and assuming blame in this matter to be forwarded up to the District Office would not merit more than a

Censure [illegible] Mr [illegible]
rious [illegible] [illegible] [illegible]

dates:-
Feb^y 10^th 1894
March 14^th 1894
August 24^th 1894 and
paying Rs 3000 for
each occasion of
measurement. Quoting
from Mr Willock's letter
under reference para 4
"Rs 9000 was paid by Mr
French to the contractor -
the Mr Fletcher referred
to above - on three different
occasions, in Feb^y, March
and* April 1894, of which
Rs 6000 was debited to
the Palace and Rs 3000 to
the Borijumma Road.
The sums were paid on
work bills in which Mr
French certified that
the "Preceding claim is
correct, that the necessary
measurement has
been made by me

* This should apparently be August when, according to copy of bill, measurement was made - or rather stated to have been made. Payment was not made till the following month, entered as being made by cheque 366 of 7th Sept 1894.
C.H.S.B.

and that the work has been satisfactorily performed. Copies of the work bills are enclosed. These certificates were absolutely false. Mr Fletcher delivered in all only 61½ garces, and a good deal of this long after he was paid. The value of the balance is still due to the state by the contractor."

In connection with this business Mr Willock also accuses the Sub-Engineer of handing over to the contractor certain condemned timbers belonging to the road for the manufacture of the said line for which he had been paid, and Mr Willock

States :- "Work only dis
be except the worthless
stuff but he allowed Mr
Fletcher to remove it
free of charge, [illegible]
thus making him a
present of the initial
cost of that was
probably paid for as
good lime, and cart-hire
for considerably more
than half the total
distance their lime had
to be carted - i.e from
near Salem in the plains,
70 miles away. The lime
made from the stones is
being used for the
smaller works, but it
is so bad that it has
to be mixed with its
own bulk of sand, and
even then produces

4

very unsatisfactory mortar.

Then come charges in
connection with wasting
money on inferior timber
in Salem, and also
transferring cut-stone from
one work to another at
great cost to the State.

Mr De Morgan accuses
the Sub Engineer of advancing
Rs 1200 for 30 pieces of
lime for State works,
stating that the proceeding
was not only irregular
and open to suspicion, but
that the lime was bad.

It seems necessary
to send Mr Sub Engineer
French for explanation
copies of the following documents

(1). Mr Wilcocks' letter
of 2 pp Feb[y] 1896

1886.

It would appear that
Mr French told the Collector
that he might replace
the limestone by wood metal.
This would of course be
inferior in book-value to
the limestone, but it is
not clear that this
part of the compact was
carried out.

(2). The work-bills

(3). Mr De Morgan's letter 2.50 V.2 dated 19th April 1896.

Mr French claims balance of pay & Rs 600 for part of the time spent on State works: but it is submitted that this claim should not be considered unless he can clear himself of all blame in connection with the charges made against him, and the heavy loss which Government has sustained through his alleged misconduct.

C. & B.

23/5/96

P. W. Department

Memorandum

No. 4379 dated 15 June 1896

Copies of the following documents are forwarded to Mr French for early explanation.

1. Mr Willock's letter of 28th February 1896
2. The work-bills
3. Mr deMorgan's letter No. 50 V-2 of 19th April 1896.

10/6/96

C&BD
10.6.96.

To Mr French,
thro' the Supdg Engineer
Circle

88/10/15-6

Note Ba

D

15th June

No 1501 Jeypore Estate Manager's Office
24th October 1895

From

H. D. Taylor, Esqr. I.C.S.
Manager Jeypore Estate

To

The Agent to the governor
Vizagapatam

Sir,

With reference to your proceedings Ref No 4293 of 95 dated 14th instant, I have the honor to forward herewith a statement showing the amount due to the Estate from Mr. Fletcher out of the Rs 9 000 advanced to him for lime, after selling off the value of lime delivered and the amount due on other works executed by him.

2. The lime delivered up to date is of very bad quality and unfit for use on the palace work but the Estate cannot decline to allow full value for the same as it was burnt from stone specifically pointed out for the purpose by the then Estate Engineer. It will be used on other works.

3. Payment must, I think, be made for the abutments of the third culvert on the Boriguma road which have entirely collapsed as though the work executed by Mr. Fletcher was undoubtedly bad, the design was also faulty, and it is doubtful whether even good work would have withstood the push of water. If you think fit however payment for this work can be withheld or a reduction thereon made, as both Messrs. French and Atkinson condemned the work and the sample of mortar sent to the Executive Engineer E. C. Railway was also condemned by that officer

4. The actual cost of rebuilding the portion of the Hospital which collapsed during the rains (Rs 391-13-2) has been deducted from the amount due on that work. Vide your proceedings No. Re. C. 3555 dated 3rd September 1895.

5. Mr. Fletcher was paid in full for tiles for both the Hospital and Stables to be delivered at site. These tiles are still to a large extent in the kilns and the estimated cost of their carriage (Rs 19-3-0) has been also deducted.

6. The plastering of the Managers' Stables has not been allowed for the work was very rough, the mortar of bad quality and the plastering has all come off during the rains and Mr. Fletcher himself has admitted that this was only roughly done and not completed in order to protect the brick work from damage by rain. I think that it was also done to conceal defects in the brick work itself.

7. I request that the statement may be sent with your instructions to Mr. Chetty, to whom the material papers were sent in August last under your verbal instructions (as reported in my letter No. C 658 dated 5th August)

for the purpose of drafting the plaint

8. A large number of tools as per list attached which were given out to Mr. Fletcher from time to time on account of works, are still due from him. These tools are government tools and not the property of the Estate though handed over by Mr. French to Mr. Atkinson. The value of these tools is not known. I have previously requested orders about retransferring these tools to Government and do not know whether the Estate or Public Works Department should take steps for their recovery. If the Estate, their value, as debited in the books of the Public Works Department is also due from Mr. Fletcher.

9. The total claim against Mr. Fletcher works out as follows:

Amount advanced for 300 parcels of lime at Rs 30	9000—0—	
Deduct value of £ 61-20-15½ of lime delivered	1850—12—5	
Balance due £ 238-9-4½		7149—3—7
Deduct value of work done as per account	2313—6—10	
		4835—12—9
Add deductions on account of payments for materials on bad work as per account	1050—0—2	
		5885—12—11
Add cost of tools lent and not returned		Unknown

10. As the amount of the claim exceeds Rs 5000 it will have to be filed in the Court of the Agent to the Governor, Vizagapatam but may be transferred to the Special Assistant Agent as some local inspection and enquiry may be necessary.

11. I request that the plaint may be drawn up at a very early date and filed in the Court of the Agent to the Governor by Counsel direct on behalf of the Jeypore Estate

I have &c

Sd/ H. D. Taylor

(True Copy)

P. L. Arruda Da Cruz

For Ag Agent to the governor

646.

REVENUE DEPARTMENT.

In a letter from the Collector and Agent to the Governor, Vizagapatam, to the Secretary to the Court of Wards, No. 780, dated 22-4-1896.

ENCLOSURE No. 1

Mr. Taylor's letter No. 1501

189 C
Jud. Dept.
Enclos. No. 2
To
G. No. 2129

1
Jud: 2089/96

No. 780

VIZAGAPATAM GOVERNOR'S AGENT'S OFFICE,
DATED 22nd April 1896.

FROM

L. C. Miller, Esqr
Ag Agent to the Governor,
Vizagapatam District.

To

R. C. C. Carr, Esquire
Secretary to the Commissioners of Land Revenue,
Madras.

SIR,

With reference to para 2 of Board's proceedings dated 16th March 1896 No. 1267 Mis; I have the honor to state that the information referred to in paras 11, 12 and 15 of my letter dated 14th September 1895 No. 2914 I was duly detained by me from Mr. Taylor, a copy of whose letter is herewith submitted for the Board's information. As I did not promise to send the information to the Board and as I did not understand the Board to require its submission, the information was not submitted before the receipt of the Board's proceedings under reply.

I have the honor to be
Sir
your most obt Servt
L. C. Miller
Ag Agent to the Govern

x Disposed of by B.P. 4406 2/10/95 now with Govt 24-4-96.

189 a
Revl. Dept.
Enclos. No. 1
To 2019/96

(2,000—27-11-95.)

REVENUE BOARD OFFICE
MADRAS.

Proceedings of the Board of Revenue

(Land Revenue),

Dated 1st May 1896,

No. 2019 mis:

READ letter from L. C. Miller Esqre, Agt: to the Governor in Vizagapatam, No. 780, dated 22nd April 1896, to the Secretary to the Commissioner of Land Revenue, Madras.

Resolution:-

The Agent's letter and its enclosure will be submitted to Government in confirmation of Board's Proceedings No. 1267 mis: dated 16th March 1896.

/ True extract /

A. Oswamikannu
4.5.
for A/: Secretary.

To
The Chief Secretary to Govt:,
Revl. Dept. with 2 enclosures.

W. 1271
transpt
P. R. D.

Rec'd

1896

Board of Revenue
(Land Revenue)
Madras.

Judicial

To
The Chief Secretary to Govt.,
Judicial Dept.

Dated 1st May 1896

Recd 6-5-96 6 MAY 1896

Regd 7/5/96 No. 2019. Encl: 2.

Submitting to Government in continuation of B.P. 1267 16.3.96 letter from the Agent to the Governor in Vizagapatam regarding the Conduct of Mr. E.A. French of the P.W.D. while employed in the Jeypore Estate.

MR 30/4/5

Encl: 797 Jud. 4-4-96.
Rc CN° 7119
C.H° called for

Encl 2
Rec: 4/5/96 Reg: 7-5-96

Endorsement No. 1041.

Transferred to the Public Works Dept. in continuation of Govt. no. 797 Judl, 07 10 April 96.

W Francis
a/ Under Secretary.

MR 14/5/96.

Cotacamund
19 May 1896

Previous papers with A.G.W.

To
The Public Works Dept.

Cover

Letter from the Sub-Divisional Officer, Vizianagaram, to the Executive Engineer, Vizagapatam, No. 213 dated 23rd May 1895

With reference to your endorsement No. 454 A. of 16th May 1895 on the Governor's Agent's No. F.D. 472/Agency of 9th May 1895, I beg to state that the work No. 3-improvimg the Police Hospital at Koraput was incomplete at end of March 1895 only in respect of the fixing of the venetian shutters provided for. It was completed in every other respect. The allotment on work No. 4 completing Pottanghi-Koraput road has been exceeded owing to the roadway having been made 24' instead of 18' broad as in the original estimate. The road is in embankment here and very high; it is not protected by parapet walls and hence Mr. Willock ordered this as an extra precaution against accidents. This work was completed during the last official year.

Letter from the Sub-Divisional Officer, Vizianagaram, to the Executive Engineer, Vizagapatam Division, No. 977 dated 9th September 1895:-

With reference to your No. 1891 R. of 7th September 1895 I beg to state that I received no written orders on this subject. I could have no object in making a road 24' when I made the rest of it 18' unless I had received instructions to do so. The road here was in high embankment from 25' to 18' and the widening was to give more way for bandies to pass without accident. If Mr. Willock had remained he would certainly have explained the matter to Government.

No. 578 V.Z.d/

No 3807 C

Government of Madras.
PUBLIC WORKS DEPARTMENT.

MEMORANDUM.

Dated Madras, 3rd December 1895.

Letter from the Agent to the Governor, Vizagapatam District, No. 1066 dated 27th September 1895:-

With reference to paras 9 and 10 of my letter No. 640 d/ 12th June disposed of in G.O. No. 1739 dated 19th August 1895, I have the honour to submit herewith the explanation of Mr. French (in two letters Nos. 213 and 977 dated 23rd May and 9th September 1895 respectively) for not completing the improvements to the Police hospital at Koraput and for exceeding the grant for the completion of the ~~Pottangi~~ Pottangi-Koraput road.

2. As regards the 1st work, the fixing of venetian shutters remained incomplete up to the end of March last though Mr. French repeatedly promised to do it.

3. In June 1894 Mr. French reported that Rs. 8700 would be required for completing the second work and submitted an estimate for this amount. This was sanctioned by Government and the amount allotted (vide G.Os. No. 2237 Judl. and 836 Finl. dated 14th September and 8th October 1894 respectively). For exceeding this grant, he explains that he had to make the road 24' instead of 18' broad as in the original estimate which he did he says, with the oral permission of Mr. Willock; he does not explain why he failed to include this addition in the estimate alluded to above though called upon by me to do so.

4. I cannot regard the explanation as satisfactory and the irregularities committed by him during his term of office as Estate Engineer, have formed the subject of a separate communication, vide letter No. 2914 dated 14th instant to the Board of Revenue.

Endorsement thereon in the Judicial Department, No. 2761, dated 16th November 1895.

Letter from the Suptg. Engineer, I Circle, No. 578 V.Z.d/

dated 15th November 1895:-

With reference to para 3 of G.O.No.2539 W.dated 15th October 1895, I have the honour to inform you that the Executive Engineer, Vizagapatam Division, reports that the explanation called for from Mr.French in regard to the excess outlay incurred on the Potinghi-Koraput road, has since been furnished to the Agent to the Governor, Vizagapatam District.

No 3807 C dy 3rd December 1895

Copy of Mr.French's letter No.213 dated 23rd May 1895 will be forwarded to the Superintending Engineer, I Circle, who will call upon the former to explain why the venetian shutters for the Police Hospital at Koraput could not have been put in before the end of March, and whether the work has since been completed.

2. Copies of Mr.French's letters No.213 dated 23rd May and No.977 dated 9th September 1895 will be transmitted to the Judicial Department with the request that Mr.Willock's remarks may be obtained on the explanation given by Mr.French for exceeding the grant on the Potinghi-Koraput road.

C. R. Burton.
Under Secretary to Government, P.W.D.

To
The Suptg.Engineer, I Circle.
" Judicial Department./

CURRENT No. 5733

1895.

Public Works Department.

No. 3807 C

Dated 3-12-1895

Despatched

Received 4-12-95

Rep 5-12-95

GOVERNMENT OF MADRAS — CHIEF SECRETARY'S — 4 DEC 1895

SUBJECT.

Transmitting with remarks copies of Mr. French's letter regarding excess outlay on Pottangi Kotapad road.

WS 7/12

50—2,000—21-12-94.

Endorsement 2761 dt 16.12.95
1051 dt 25.9.95 R.
1739 dt 9.8.95 Mis
2237 dt 14.9.94.
836 dt 8.10.94

GUTTIE ELAIN — No. 3564 — 7 MAR. 96 — P.W. — VIZAGAPATAM

Current—

~~Periodical~~ No. 1825 of 1895

Dated 16.12.95

Endorsement. No. 2971.

Referred to the Agent to the Govr. in Vizagapatam for remarks with reference to para. 2 of the Proceedings.

(By order)

W Francis

Ag. Under Secretary.

NR 7.12.95

For R. O. George 12th December 1895.

TO BE RETURNED WITH REPLY.

COLLECTOR'S OFFICE — RECEIVED — 16 DEC. 95 — VIZAGAPATAM

RR 16/12 95 To

The Agent to the Govr. in Vizag.

W.O.

CURRENT No. 600

REMINDER.

Judicial Deptt

No. 3807C

Government of Madras.

PUBLIC WORKS DEPARTMENT.

LODGED. DATE ..... 189 .....

Recd: 9/2/96
Repd 11/2/96

To

The Judicial Department

Madras, 7th February 1896.

UNDER SECRETARY — 9 FEB 96 — PUBLIC WORKS DEPTS.

THE undersigned has the honour to invite attention to the { ~~Order~~ / Memo. } noted on the margin, and to request the favour of an early reply.

No. 3807 C dated 3.12.95 requesting the Judicial Department to obtain Mr Willock's remarks on the explanation given by Mr French for exceeding the grant on the Pottingi Koraput Road.

C. R. P. Burton.

Under Secretary to Government, P.W.D.

500—14-5-95.

N

To await reply from the Agent Govt in Vizag. to Reference of 12.12.95 No

W. 11/2/96

K Send out a reminder to Agent please. 12/2

Hop 12

1346

2 REMINDER.

Rep'd 21/3 No. 3807C/2

Government of Madras.

PUBLIC WORKS DEPARTMENT.

LODGED. 25-3-96

To The Judicial Department

CHIEF SECRETARY'S GOVERNMENT OF MADRAS 21. MAR. 1896

Madras, 20 March 1896

THE undersigned has the honour to invite attention to the { ~~Order~~ / Memo. } noted on the margin, and to request the favour of an early reply.

No. 3807C dated 3-12-95

Requesting to obtain Mr. Willock's remarks on the explanation given by Mr. French.

D. S. W. Campbell Colonel R.

Joint ~~Under~~ Secretary to Government, P.W.D.

W. D. - 600 + 1346/96.

Lodged 25-3-96

Note an urgent 2nd reminder to the agent & subd. for explanation WR/24/3/96

599—14-5-95.

50—2,000—21-12-94.

E

(23)

From P. W. D.

Dated 20/3
Rec'd 21/3
Repl 21/3

L. O. pending
receipt of Mr.
Reed's explana-
tion called for on
a new service
charge
only
18-6-96

No. 311 of 1st April 1896

Koraput Sub Divisional Office
Station. Koraput

From

The Sub Divisional officer
Koraput Sub Division

To

The Executive Engineer
Vizagapatam Division
Waltair

Sir,

With reference to your No. 389 of 25th March 1896. I beg to state, that after what Mr. Willock has written, it will be a hopeless task of mine to try and bring to his recollection when and why, he ordered the right approach to the Kerandy Bridge, 24 feet wide. But that he did so is indisputable, as, under his instructions, I framed and submitted an estimate for a 24' road, which he submitted to Government, and got sanction for. When this estimate was sent to me by you in December 1895, I pointed out that the

Page

The roadway allowed for was 24' and not 18', this clearly shows that the Estimate was approved of by the Agent, who obtained sanction for it. Yet the Agent now says he cannot recollect ordering me to make the road 24' broad. The figures in the Estimate are so simple and clear that it can be seen at a glance that the road-way was 24' and not 18', and yet Mr Willock after passing on this Estimate for Government sanction, avows that he gave me no instruction to make the road 24' wide. If he disapproved of the road being 24' wide, he should have returned the estimate to me for revision. This he did not do, and therefore he approved of the road here being made 24' wide.

I beg &c &c

(Signed) Edmund Princh
Sub Divisional officer

(True Copy)
(Signed) T. Kylasarao
Head clerk
Vizagapatam Division

(True Copy)
for Agent to the Governor

50—2,000—21-12-94.

1906

Judicial

REVENUE DEPARTMENT.

In a letter from the ~~Collector and~~ Agent to the Governor, Vizagapatam, to the ~~Secretary to the Govt. of Wards~~ Chief Secretary to Government, No. , dated April 1896.

ENCLOSURE No. 1

189 6
Judl. Dept.
2
2078

50—2,000—21-12-94.

No. 2961 of 12th January 1896. Vizagapatam Division office
Station Waltair

From G. H. Handcock Esquire
Executive Engineer
Vizagapatam Division

To
The Agent to the Governor
Vizagapatam District

Sir,

Referring to your letter No. 1013 agency of 14th December 1895, I have the honor to forward herewith copy of letter No. 1629 of 27th December 1895 from Mr Ed. A. French.

2. The estimate received with the above letter is herewith returned as requested.

3. This statement has been verified with the Estimate and found correct.

I have &c &c
(Signed) G. H. Handcock
Executive Engineer
Vizagapatam Division

(True Copy)
for Agent to the Governor

Judicial Department

In a letter from the Agent to the Governor, Vizagapatam, to the Chief Secretary to Government, No. dated April 1896.

Enclosure No. 2

1896
Jud. Dept.
Enclos. No. 1
To
O. No. 2175

No. 158 of 18th April 1896. Vizagapatam Division Office
Station. Waltair

CURRENT No. 2088

From

P. Hawkins Esquire
Assistant Engineer in charge
Vizagapatam Division

To

The Agent to the Governor,
Vizagapatam

Sir,

With reference to the correspondence ending with your letter No. 1825 of 30th March 1896, I have the honor to forward herewith copy of letter No. 311 of 1st April 1896 from Mr French for information and necessary action. (Please also see para 3 of my No. 2961 of 12th January 1895).

2. The enclosures to your letter Nos. 1825 of 31st December 1895 and 1825 of 30th March 1896 are herewith returned as requested.

I have &c &c
(Signed) P. Hawkins
Assistant Engineer in charge
of Vizagapatam Division

True

CURRENT No. 2076

From

The Agent to the Governor

Vizagapatam

Cons 1746 to 48/96 Judicial

No Cabs 18 Cons 5733/95.

To

The Chief Secretary

to Government

Judicial Department.

Madras

Dated 27th } April 1896
Despatched 28 }

Recd 4-5-96
Regd 5-5-96

Enclosures 2.

Disposal No. 2411

CHIEF SECRETARY'S
4 MAY. 1896
GOVERNMENT OF MADRAS

Subject

Submitting Executive Engineer's letter forwarding Mr French's explanation regarding the increase of width of the Vellangi Korapet road.

/True Copy/

Dis No 2411 27th April 1896

Submitted to Government with reference to its no 2971 dated 12th December 1895. As Mr Willock has left the District, I would suggest that, if his further remarks are required, They may be obtained in Madras. Mr Willock has already denied any recollection of the issue of orders to Mr French to increase the width of the road from 18 feet to 24 feet.

R Chamier

for Agent to the Governor

P. 2

Pay No. 1021 dt 15.5.96.

The Agent to the Govt in Vizg. is requested to return at an early date the Govt Endorst of the 12. Dec. 95, no 2971. with the enclos.

Off 7/5/96 W. The 5/96

T.A. This Ltr have been marked E.

W.

To the Agent to the Govt in Vizg.

E.

P.N. 7 May 1896

No 380 of 15th April 1896. Sub Division office
Station. Jeypore.

From

The Sub Divisional officer

Korapat Sub Division

To

The Executive Engineer

Vizagapatam Division

Waltair

Sir,

In reference to your No. 89 of 11th April 1896, I beg to state that the has already been disposed of in this office letter No. 311 of 1st April 1896. I beg to draw your attention to the Estimate sent with your above quoted number which is for a roadway 24' and not 18' broad. Mr Willock accepted this estimate and got Sanction for it and yet denies ever having given me an order for a 24' roadway. If he objected to this latter width, he should have returned the Estimate for revision. Nowhere

E.

else in the length of 20 miles and
6 furlongs is the road made 24' broad,
but at this place, and unless I had
specific instructions, I could not
have done as I did. Owing to the
great height of embankment the
slope is 1:2 and if you deduct
twice the height from the mean breadth
in all cases it will give 24' breadth
of roadway.

I beg &c

(Signed) Edmund French
Sub Divisional officer

(True copy)

Signed) T. Thylasaras
25/4
Asst. clerk

(True copy)

for Agent to the Governor

25

REVENUE DEPARTMENT.

In a letter from the ~~Collector and~~ Agent to the Chief Gourvernment
Governor, Vizagapatam, to the ~~Secretary to The Court~~ Dr.
~~of Wards~~, No. 440, dated 6th May 1896.

ENCLOSURE No. 1

1896
June
54
2285

No. 317 of 24th April 1896. Vizagapatam Division Office
Station. Waltair

From

John Anglis Esquire
Executive Engineer
Vizagapatam Division

To

The Agent to the Governor
Vizagapatam

Sir,

In continuation of my letter No. 158 of 16th April 1896 I have the honor to forward for information copy of letter No. 380 of 15th April 1896 from Mr C. A. French, Sub Engineer.

I have &c
(Signed) John Anglis
Executive Engineer
Vizagapatam Division

True Copy 11th May 96

Dr No: 440

Submitted to Gourvernment in continuation

of

of this office Endorsement Disposal No. 40 Circ 207/96

dated 27th April 1896.

Accounts

For Agent to the Governor

(A).

H.

Cir. 207496
+ papers.

1896.
Judicial.
~~Public Works~~ DEPARTMENT

From

THE AGENT TO THE GOVERNOR,
VIZAGAPATAM.

To

Chief Government
THE SECRETARY TO THE ~~GOVERNMENT~~
COMMISSIONER,
Madras

CHIEF SECRETARIAT
18 MAY 1896
GOVERNMENT OF MADRAS

Dated 11th
Recd. 18 } May 1896.

Disposal No. 440 of 96
agency
Enc. 1

Subject,

Submitting Mr. Grench's further explanation regarding the increased width of Bottangla Koraput road at Kerandi Bridge.

Ir. To submit the receipt of the papers called for in Rep. 1021 15-5-96.

Wr. 22.5.96.

Ar. 21/5/96

[V. C. P.—No. 231—25-2-96.—100-]

CURRENT No. 2578

R No. 573

VIZAGAPATAM GOVERNOR'S AGENT'S OFFICE,
Dated 4th May 1896

FROM

W. A. Horne ESQR.,
Acting Agent to the Governor,
Vizagapatam District.

To

THE HONORABLE MR. J. H. Price
CHIEF SECRETARY TO GOVERNMENT,
Judicial DEPARTMENT,
MADRAS.

SIR,

With reference to Government Memorandum No. 1021 judicial dated the 15th Instant, I have the honor to return herewith government endorsement No. 2971 dated the 12th December last with its enclosures.

I have the honor to be
Sir
Your most obedient servant

Grench

for Agent to the Governor

Ar.

Pub Dept

CURRENT No. 2578

From

The Agent to the Governor

Vizagapatam

To

The Chief Secretary to

Government

Madras

CHIEF SECRETARY'S
8 JUN. 1896
GOVERNMENT OF MADRAS

Dated 4th June

Despatched 5 May 1896

Enclosures One (1578 only)

Subject

Returning Government

Endorsement No: 297 Dated

the 12th December 1895 with

its enclosures.

To

The Public Works Dept.

Ootacamund

17th June 1896.

Ref 297/95 + 2 Encls.
C No 2285, 2078/96
P.W. C No 7121

Reg 7-8-96
Encls 10.
Rec 17/6/96.

C No. 5733 of 95 +
600, 1346, 2078, 2285 + 2578/96.

Endorsement. No. 1226

Transferred to the Public
Works Department.

W Francis.

for Under Secretary

Ootacamund
17th June 1896

To

The Public Works Dept

dd 18th.

737

Code Class. 1

INDIAN TELEGRAPHS Monthly Number. 1358

To (Office)	From (Office)
Ootacamund	Vellore

Words.	Day.	Hour.	Minute.	Official Instructions.
31/5	23	12	40	

To (Person)	From (Person)
Madras. Works.	P. C. 1st Circle

No. 20 French not yet left for third Circle will leave in a very few days now being relieved letter explaining delay follows.

F.C.1.

LN. | Sent to | LN.

At Hrs. Mts. by

Telegraph Master.

OOTACAMUND 25 6 96

Government of Madras.

1896.

P. W. DEPARTMENT.

DISPOSAL.

(27)

No. dated

CURRENT No. 7126

Telegram Rec^d 7-8-96.

From

The Supdg Engr
I Circle

ENCLOS.

No. 20.

Dated June 23 1896

Received " 23 "

SUBJECT.

Mr French

Intimating that —
is now being relieved
~~in the III~~ and will leave
in a very few days for
the III Circle, and
that letter explaining
delay follows.

Rec^d 14.8.96

FROM J.C. Lawrence Esq.

SUPERINTENDING ENGINEER

FIRST CIRCLE.

TO,

THE CHIEF ENGINEER,

PUBLIC WORKS DEPARTMENT.

MADRAS.

DATED 9
DESPATCHED 11 } August 1896
RECEIVED

No. 341 V.Z.

ENCLOSURES. —

SUBJECT.

Mr. French's Explanation —

Submitting — called for in

Memo. No. 437D. of 15-6-96.

No 1217W, of 2-5-96.

No 1723

No. 437D of 15-6-96 ✓
" 975D - 5-8-96 ✓
" 925D - 31-7-96 ✓
" 592D - 2-7-96 ✓
" 517D - 22-6-96 ✓
" 1407C - 12-3-96 ✓
" 3807C - 3-12-95 ✓
" 2928W - 16-11-95 ✓
" 3207C - 30-10-95 ✓
" 2539W - 15-10-95 ✓
" 1504W - 20-6-95 ✓
" 351D - 11-6-95 ✓
" 251D - 27-5-95 ✓
" 68D - 26-4-95 ✓
" 538D - 24-4-95 ✓
" 278D - 20-4-95 ✓
" 781W - 28-3-95 ✓
" 4D - 17-4-95 ✓
" 5D - 17-4-95 ✓
" 689W - 22-3-95 ✓
" 1256C - 25-3-95 ✓
" 877C - 7-3-95 ✓
" 380C - 1-2-95 ✓
" 200W - 25-1-95 ✓
" 4074C - 14-12-94 ✓
" 2686W - 22-10-94 ✓
" 2608W - 17-10-94 ✓
" 2466W - 4-10-94 ✓
" 2373W - 20-9-94 ✓
" 385D - 18-6-94 ✓
" 3124W - 4-12-93 ✓
" 3000W - 20-11-93 ✓
" 1269W - 10-5-93 ✓
" 1117W - 22-4-93 ✓
" 190W - 27-1-93 ✓
D.O.I. 333 - 2987W - 28-10-92 ✓

No 1918W of 2-7-92 ✓
" 1566W - 23-5-92 ✓
" 1565W - 23-5-92 ✓
" 804 - 27-4-92 Judl. ✓
" 1217W - 2-5-91 ✓
" 341W - 6-2-91 ✓
" 2737W - 3-9-88 ✓

Answer letter
explanation

23/6/96

Cancd
24.4.96.

A.I 202

A.I 202

From

As the responsibility of making the time sufficient a pretty good guarantee was how I came to take on my shoulders, gradually the great inducement to take up the Estate on the same lines, the full supply of timber that acknowledged by the annual marking had no other subordinates to the department works. This system I adopted till the end and have never put the Government to the slightest trouble in supplying with the data. On going over to the Estate I adopted the same method. I did not introduce any new method to play into the Kitchener hands, in depend the Estate. The I did all along and which contributed to my success up here from 1890-92 as is acknowledged in G.I. No [illegible] and even by Mr Pollock in para 1 of his above quoted number. I continued to do when I was made the Estate Engineer. My actions regarding purchase of materials were open to any check by the Estate manager for during my absence on leave the Agent got from the authority of calling for estimates from any firms, even outside the Estate, for which he could have got all information regarding materials at site, and if to the disappointment my method could have

from the mortar used, I should not be blamed for it. Neither am I responsible that nothing was done to the building from May 95 when I returned to the P. W. D. and November 95 when Mr Willcocks saw it. According to Mr Willcocks statement, the top of superstructure was done in 15 months. It took the Estate 18 months only to roof it, so that the progress in my time was far better. The hospital doors, estimated for by Mr Taylor, who knew nothing about the case, were panelled & half-venetianed and were cut down to single fan light as I hope the late Executive Engineer allowed is Rs 18/- each door with fan light i.e. 2 doors panelled & ½ venetianed doors and 6 ½ ft glazed circular fan light for Rs 18/- i.e. a little less than 9 annas per sq ft. The D.P.W. rate for common country wood batten doors for the Police lines Jagdeo is 10/8. and I was expected to get doors and window frames as described above for less than 9 annas per sq ft. I tried all over Calicut to get these Sal wood doors and windows but found not, as Sal wood was not available there. I then put the work in the hands of the Revd. Mr Schultze, of the Lutheran Mission, as he had a work-shop, and he promised, and I am sure that he actually did charge but little over actual cost. Failing Col Mr Schultze made them of the best materials procurable. If there was not the difference in the rate there would have been no trouble about these doors and windows as they could not be made at the mills for mill was not there started then and no one else would undertake them. Regarding the papers I am quite unable to understand the Agents conduct. About Feb 96 I got notice from him after the papers had disappeared

from my office that I was to hand over charge of the Estate Buildings to Mr Willcocks. I was then busy with the Hospital, which the Inspector General of Jails wanted quickly finished. The roof has never been put on and the building is quite unused. The planked floors ordered to be laid just as they had gained Executive Engineers before roofing, not having on the last occasion.

The Police Hospital

During my absence on Jail duties I have the Agency Office charge this work passing the Estimate for 80 garnes of lime concrete which was brought to site. No lime was ever burnt on the built with lime bought for the money when I handed over the buildings to Mr Willcocks.

do nothing more in connexion with the Public Works.

I received as soon as I could, that is the 10th June 94, and gave the necessary instructions, the work was pushed on as rapidly as possible, but the monsoons burst on the 14th June, when the building was just ready to have the tiles put on, and could then the work would have been quite safe and sound, if the Gillooh ceremony had not taken place, and prevented proper masonry walls being put in to unite the opposite building from the commencement. He insisted on the old teak ship wood walls being retained and these collapsed as soon as the rains came in them. (It was not for the Gillooh's false economy the building would now be standing.)

Enquiring the wood walls of the Old Out to adopt it as a site for the New Palace.

Mr Gillooh is wrong in stating that I did not apply to Mr Taylor for coolies as ordered by him. I informed Mr Taylor of my daily requirements for this work viz 200 coolies, but in some peculiar fashion Mr Taylor seems to have thought, that that was my total requirements, and only supplied me with 200 coolies in all. Seeing that Mr Taylor knew the amount of the Estimate it is hard to understand the interpretation he put on my requirements. Mr Taylor wanted the work done by daily labor, that meant paying daily, especially with coolies supplied by him, and my charge extended from Pujpur to Tiljala Patna, where I had to go for teak for the Palace so it was impossible for me to pay. Mr Taylor suggested that the Jamadar in charge of the work should pay!!! But I was not accustomed to proceedings of this sort in the P.W.D., and declined. So Mr Taylors coolies sent on my requisition left. I could not make daily payments and I was not given a proper subordinate and my work would not [illegible]

Deputy Tahsildars Office

The delay in getting on with this work is again due to the Agents arrangements. The allotment had twice to be amended, and not a word said about it, as the Agent could not supply the wood as promised. After a delay of 15 months, and when the mills could have supplied me with the wood, the agent ordered me to make my own arrangements for wood. This meant going into a country I know nothing about, getting loose in rough cooking there for 36 miles, where bandies could be got only with much difficulty, and getting country sawyers to cut up the required wood. One must undergo the difficulties and trouble to know what this means. As I had nine important buildings battened to, I had to cut up these wood first, so that when the wood work for this building was required, I could not get it ready, hence my application to the hills. This building would have been roofed in and good and sound at the present date if I had not have had to go down to Diamond Harbour to take charge of that Sub Division in the first week in May. I had no subordinate given me to put in charge of this building, so when they came across a simple obstacle the master would not take upon himself the authority to issue orders on it & the Contractor would

the bills on the 15th [illegible]

and Mr Taylor objected to contract work, so the work could not get on. Under the circumstances I should have been permitted to do the work on contract. I therefore cannot be held responsible for the short outlay.

Road, part Mr Marsh's Bungalow

This Estimate was sanctioned in June/94, and by May/95, when I had given over charge, the three culverts were fully completed, as well as the earth work. There only remained the plastering to be done, and 3/4 ths was collected, but not paid for, as I wanted it laid down before paying for the same. Mr. Willock has therefore not got hold of actual facts, but is writing by a few figures he has before him. From Mr Willock's instructions to me it was plain, that all that was required in this Estimate, was simply to raise the flats, or parts that got muddy during the rains, and replace the Agave Cuttings by new ones. The reason for revising did not lie with me. First of all, I was told to prepare an Estimate for the road, from Tyssen to Mowbray pier, and Boriguma to Mortpad. When this was done the Estimate was returned for revision as it was decided to make the road only from Tyssen to Boriguma, that is 14 instead of 45 miles, which I was made to go over in the first instance. I was also asked to revise the Estimate, and submit it mile by mile. The reason which I did not do so in the first instance was that there are miles in which there was no material and to supply the clerical part of the Estimate, I allowed an average rate. This was the method adopted in the Pottinghi Bungalow Road, where an average average rate was allowed right through. This was the cause of over revision.

From Tyssen Boriguma Road

Again Mr Willock wanted Laterite, and Mr Taylor metal, for the road. Now when the Estimate went up a second time it was returned for means to prepare statements showing which kind was cheapest.

Again Mr Willock's unfortunate [illegible] compelled me to [illegible] a ban & ½ deep for the three pier foundations, and supervise the removal of this. He insisted that they were quite enough, as numbers of these built by him in the Paramaiyan Hill Tracts, are standing up to date sound. When I had obeyed his orders, and submitted the Estimate through Mr Taylor to the Agent, Mr Taylor protested against the foundations, as well he might, and had them changed by Mr Wolfe-Murray the then Agent. This revision was no fault of mine, in fact it is hard to hold me responsible for any of the revisions and consequent delay in having the Estimate sanctioned. Mr Willock's complaint of want of [illegible] has certainly much surprised me. In the first place the earth work was all [illegible] flat and shut level pieces of land. It was on [illegible] from enquiring from villagers, to find out how much water passed over the flat, and keep the road top 6 inches flood level to take out the [illegible] and widening of the flats. In fact the urgency with which the Estimates were called [illegible] precluded the possibility of [illegible] taking. Again I must bring to notice that the Estimate went forward and backwards three times. Not a single occasion was anything said about [illegible] part I firmly believe that Mr Willock [illegible] letter, it is not clear what [illegible] of either the Estimate

from the fact that the section of the road, pressed by the late Mr. Knowles, at great cost to Government, and sent to Mr. Hillock, and which was made in his office, he said was of no use at all and would not help me in the least. Mr. Hillock also replied to Government on receiving the Estimate prepared for the Surveyor-knowing perfectly well Engineer [illegible] that the earth work was practically completed, as all that I had to do was to raise the surface of a few flats & this certainly did not want loads, or if they were required could have been supplied at any time. The cost of submitting a special road Estimate with all sections is a great one, but this was a little patch work thing, and an Estimate was framed simply to have a rough knowledge of its cost. Regarding the culverts I had serious doubts regarding the quality of the mortar as the gumastah showed me samples of lime used on it, hence I would not measure or pay for them. I believe however that Mr Taylor in spite of my protest, Rimington or Thing of the quality of work done, measured up this work. About Rs 900/- earth work was done under my orders, but as the making of lumps, & stamping, was stamped, I suspend to measure it up till receipted. Mr Taylor measured up even this although it was not receipted, and Mr Hillock attributes the work being done by him.

Palace

When I gave over charge in May 95 this was completed up to top of basement floor. According to Mr Hillock's statement-nothing seems to have been done between May and Nov 95. Regarding the lime paid for, I have already detailed the circumstances which compelled me to procure lime in this fashion. It was the same way in which other departments used to get up their [illegible] Estimates

Manager's Bills

As I had a long length of road to attend to, having to go from Papanhandi to Nyagapatam 144 miles I could not always be on what I suppose. If the Carkhanadars had work during my absence and I endorse it, am I to blame for it? I can't help it, I must pay for it- and this is what Mr Hillock calls "Criminal Carelessness and want of precaution in the expenditure of work" is entirely attributable to Mr Hillock's desire for economy, and failure to carry out his own promises. I was to have had overseers on Rs 45/- each plus in reality from Dec 92 to Oct 94 I had only a sub overseer on Rs 40/- and that too not a professional, but a 2nd clerk converted into a sub Overseer! And with these means I was to look after work extending over a length of 144 miles. Again there was to be no trouble about the wood at all, as the mills would supply all that was wanted, cut to proper scantlings-in reality the whole bother arises from the wood. After promising me the wood for 14 months from the mills, just as the mills began to work, as per by Mr Hillock in his No 332 J/12.2.94 to the Revenue Board, he orders me on 15.1.94 in F.D. No 19 to get my own wood. I waited so long that I thought I should make enquiries to get the wood, but Mr Hillock Rimington that the mills would supply all I wanted in a few weeks, to get my own wood which has experience in the Agency tracts would have made him know would take years. I was a subordinate of Mr Hillock and he should have set me right about the wood & informed me that the mills would shortly supply it instead of this

he had me into the greatest embarrassment in the Estate. I cannot explain why he treated me so, but the fact remains that I was very badly treated regarding the work considering the original fair promises made regarding it.

With reference to para 4 of Mr Killbock's letter, I beg to state that I have already set forth the circumstances which compelled me to purchase lime as I did, as it was far less responsibility in entering a contract with purchasing and carting up lime, I adopted this method rather than employ an ill paid gumsucker to do so, at the time I purchased the lime there was no other way out of the difficulty, except that of placing an ill paid subordinate at Kalimaychawsky for lime purchase, and considering the circumstances of the staff given to assist me, it was hopeless to expect Mr Killbock to get such a man. The forms used for lime purchase was unavoidable, as there was no other prescribed form for such as transaction. Although I signed the certificate complained of by Mr Killbock, yet Mr Fletcher never once attempted to dispute non-delivery of lime, and even gave Mr Taylor a written statement with effect that the lime was still due to be delivered, and the money paid was only as an advance to procure materials & labour for manufacture. My letter to Mr Fletcher meant, that as he had got only a portion of the stone for the amount of lime he was to have, that he should keep up the carting, and the rest be ready against, to complete the contract

Mr Killbock thinking nothing of these paid over ready to put the worst construction in every thing regarding me, apparently means that no lime stones have collected at this time, and all was now to be collected to shew my successor. The words "dont tell even your wife upon," as they came immediately after the statement, that I will show Mr Fletcher Mr Woolfe-Murray's proceedings, to those proceedings, the purport of which I had already given Mr Fletcher at the beginning of my private letter to him. The fact of my having failed to secure my promotion in the Estate was a matter of regret, and I was really ashamed of my failure. I made it known to Mr Fletcher as I thought him a sincere friend of mine. I did not care that his wife should know, as I felt sure she would talk it out, and I did not care for that. Mr Fletcher I knew would be silent at any expense.

Mr Killbock's history of the lime stone is incorrect. The lime stone was good. The Poodlachy (18' girder), Gopaul pulley (20' girder) were partially and the Ommejedale (15 girder) wholly built with this lime. There is not a crack in the masonary of these bridges. Mr Harris built a 15' brick arch bridge, a large culvert and all minor culverts from Rhapet to Ommejedale with this lime, all of which are in perfect condition now. How then has Mr Killbock come to the conclusion that the stones were "too bad to burn". The real reason why the stones were not used on the Ommejedale pulley, is owing to the fact, that there was no one to help me in burning the lime for the work. This want of aid is mentioned in para 8 of Superintendent's Engineer's No 56 V. Z. 1/12 April 1911 and concluding

published with Govt no 1217 W of 82nd 5.5.91 since the
supply was far below the demand, and lime-burning
had to be given up. Another reason was that the
gunnas taken in charge did not know much of lime
manufacture and could not give a greater outturn
than 1/1 to 1. This made the use of departmentally
burnt lime prohibitive, as the lime stone was initially
bought up at great cost. Whatever other reasons
had been given for its rejection there were the
real reasons why it was not used. Mr Fletcher
had not the lime stones free of cost, but paid
for what he took, at rates fixed by Supdg:
Engineer. The lime in store is good, as has
been proved by me, in bridges in which it was used,
it was the use in which Mr Fletcher abused
the manufacture of it that ruined the lime
so bad. It is wholly his fault and not that
of the stones. The accusations contained in para
6 of Mr Willcock's letter is so unfounded and
unjustifiable, that in spite of my position, I am
bound, in order thoroughly to explain matters, to go
into details again. When I took charge of the
Estate Engineership, I gave Mr Willcock clearly
to understand that I could arrange for no wood
work, as I was not accustomed to get this done
in the O.P.Rly, the Executive Engineer finding ready
all required wood cut to scantling. Mr Willcock
assured me that I need not trouble at all about
it as the hills once up in October/92 would
supply all required wood. As the wood was to
be supplied at a cheap rate from the mills, the
rate for labour wrought and put up was
cut down from Rs 2/8/- to Rs 1/4/- per cft. As the
hills are reported to supply wood very soon, I went
round so far as to dismantle an old building,
[illegible] Fletcher [illegible]

the hills however failed to supply the wood, the
building could not be carried on before I went on
leave in July/93, and the consequence was that
it fell down during my absence and nearly
involved me in my first great trouble since
joining the Estate. Since Dec/92 I worked
and waited for the wood, and the mills
always promised soon to begin cutting it.
Finding that it seemed hopeless to get wood from
the mills, and seeing all work delayed for want
of it, I did ask Mr Willcock to try and make
some arrangements to get wood for the annual
buildings under my charge, and what followed
seemed peculiarly directed to get me into trouble.
Mr Willcock had been up to see the hills in Jany/93
I think, and knew perfectly well the excellent
working order of the mills, vide his No 332 of 9/2/93
to the Board of Revenue, where he puts the outturn
done at 2 cft per day, sleeper scantling; the
mills could therefore have supplied roof scantling
at the rate of 10 cft at least i.e giving me the
wood for all buildings under my charge in
less than a month from Jany/94. Mr Willcock
however promised writing me, "at my own request"
when ignorant of the working state of the mills, and
when tired out with having been kept 5 months
for wood, to go and get my own wood, still
well knowing, that considering the quantity it
would take me years to procure, for the stand
wood at Papparapalli was not sufficient for
my requirements, so that fresh logs had to be cut and
Running the difficulties that I would have to
encounter in an entirely new & strange country
some, where work labour has been made peculiarly
difficult to procure and bandies scarcely exist.
Mr Willcock explains that he thought that I would
make any hitch in the mills an excuse for

opinion of those in the Agency, that a man had made him know, that even if there was such a saving little in the mills, as to stop them working for even a couple of months, they would have been able to supply the wood for sooner, and better finished, than I could have had them done, out by hand. But if his billock's report is read - his 332 J of 12. 2. 94 to the Resn Board it is impossible to believe that he could have reported any savings had been made at the mills, as they were reported to be in "excellent" working order. In order of putting me to right in regarding the state of the mills, he deliberately tried to lead me into the worst disappointment I have, since joining the Estate, and in the end himself incurred and blame and.

I consider that I have been very badly treated by Mr billock in regard to the wood supply, and put it mine, as he has shifted the blame from his own shoulders.

With reference to para 6 of his billock's report - both Mr Taylor and he are quite mistaken. The matter has been gone into thoroughly both by the Estate Engineer and myself, and each and accounted for. With reference to para 7 I beg to explain, as I have already done, that a rate of 2 annas per sqft was allowed for cut wood doors and windows, half panelled and half venteaud, and with semicircular glazed fan lights, when the D.P.W. rate here is 18 per sqft. for common country wood batten doors and windows for Police huts. The rates were entirely below the usual one, and fixed by Mr Taylor who could hardly have no notion of such rates. No sal was available at reasonable rates then, the work was therefore entrusted to the Sultanee Missionary the Rev. Mr Schultze, and he did the best he could to give satisfaction both as to rates and materials. The matter could have been brought to the notice of the Agent in the inspection statement [illegible] but I understood was

which would have to be submitted for the building, as the impression was unavoidable. The work would have been given to the hills, but there was no work going on there when I gave the order to the Revd. Mr Schultze. The Estate however has used the doors & windows for the hospital, the work for which was given to the hills.

With reference to para 8 I beg to state that 70000 plan tiles for hospital and 50000 for stables was purchased, after inspection and approximate calculations of number in kiln. According to the Estate accounts all these except 4150 were brought and under the work. The breakage 4150 on 120000 tiles, I submit is not much. With reference to the flat tiles, I beg to invite an inspection of the Estate records when it will be seen, that the late Mr Auld, the then Estate Engineer, actually acknowledged the receipt of the flat tiles at their site, as he sent out their value from the deduction in the Station's bill, & only, [illegible] not the cartage. All these corrections have been initialled by Mr Auld. So even with reference to the tiles I have caused the Estate no loss. With reference to para 9 of his billock's letter, I beg to explain that at the time I transferred the stores from the D.P.W. there was a great talk of immediate collection of materials for the Coast bridge. The stones were such as would have been invaluable for this bridge work, only that Mr billock knows nothing about the quality of these stones, nor the use for which they were intended. At present he is quite in favor of the stones until the Railway [illegible] what [illegible] of either the Public

There are so little, that if one plants one foot on the edge, it gives away. They are at present taken out in 6" thick slabs, and I have not seen a 12" slab yet, although they are required for the grand staircase holding down stone. Yet these little stones, Mr Willcock wants to fix the garden bed stones, which will have to take a pressure of 8 tons each. As the Engineer in charge I was the best judge as to what stones should be used, and I accordingly arranged. Mr Willcock's explanation that I wanted to reduce the expenses on the Estimate for Completing the "Pottinghi - Khaspet Road" simply proves that he knows nothing about the matter. I, alone, am not responsible for the expenses on this estimate, most of which was incurred at the beginning. If by these dead and gone, and even if I were, Rs 201: 6-0 is but a drop in the ocean of the expenses. Mr Willcock is determined to make as bad a case as he can and he lays hold of any trifle and makes the most of it. When he did not want the cut stone, a quality he can never obtain in the hills, the D.P.W. took it back, without demur, as it still may be made use of for the Khaspet bridge. I must mention I beg to submit, that any material not required for the work for which originally purchased, could always be transferred to other works which require them. I cannot understand why Mr Willcock makes this a great crime.

With reference to para 10 of Mr Willcock's letter my explanation gives all necessary explanation in detail.

With reference to para 11 I beg to state that all that has occurred, and the ruining of my prospects, both in the P.W.D., and the Estate, is owing to Mr Willcock's desire of economy, and his utter failure to give me the ground for buildings at the beginning, when he did not want it. In the comparatively short time I was in charge of the works, no circumstances was

left his divided and deliberate appeal to do so, where the mills could have supplied them. His ordering me not to supply me with the two overseers on Rs 60/- as originally promised, compelled me to introduce cheaper work, and employ two Pleaders, the most undesirable persons in my Estate cares, on works in the Estate. If Mr Willcock had simply abided by his original agreement, nothing of this would have occurred, and all would have gone well. He quite failed to keep his promises, and I was at the same time expected to go on with my work, as if he had, and the consequence is, what has happened. Mr Willcock alone is solely responsible for all this. I can do a man's fair share of work here, but not three men's work. That is quite impossible anywhere much more here. Any enquiry the Government may be pleased to institute, would given me much satisfaction. Even the coolies & the contractors may be asked all about me, I am not at all ashamed of my relations with them, and the Government will there know the stamp of man they have had here.

With reference to Mr Taylor's account the matter has been finally disposed of in my office No 663 dy 16-7-96 copy of which I beg to attach. The "Companies" complained of by Mr Taylor simply wanted a little measurements to elucidate it. This I conceive was too much for Mr Taylor to do. He wanted everything adjusted but would not go about the right way to adjust them. The Manager could not supply such boys as were required, hence what was at site was taken and made the best of.

With reference to the Superintending Engineer's [illegible]

I beg to state, that Mr Hardcastle inspected the building in October 1915, and stated at once, that the mortar used, in "all stages" of the building, was the worst he saw. Now considering that Mr Hardcastle came when the building was completed, it was impossible for him to pronounce on the quality of the mortar in "all stages" of the work; unless he examined it thoroughly, and this he did not do. Hence it is evident he came up simply with the intention of condemning the work, for the very first time I saw Mr Hardcastle in May 1915, he told me, he was astonished I could not pull on well with Mr Taylor, as he got on well with him. Mr Taylor had his very apparently with Mr Hardcastle in July, August & September 1915 when he was down at Khalsar for the rains, and up with him in October 1915. The result being that Mr Hardcastle examined only a few joints of the pointing, and saw a little old mortar left in the rains for months, and condemned the whole mortar in every stage of the work" The standing proof that the mortar was not of the description Mr Hardcastle says it was, is that there are flat arches built with the mortar 9' clear span, in which there has not appeared a single crack, although the roof has been put up over a year. If the mortar was bad, cracks would appear every where.

With reference to para 3 of the Supdg. Engineer's letter I beg to state, that this lime was purchased for the Fort & paid, and not for any work at Khalsar, as the Supdg. Engineer seems to think. It has nothing to do with the mortar condemned by Mr Hardcastle. The lime referred to in this para was inspected by

and nothing said about it. Regarding the advance in full for lime. I have already gone into details which compelled me to do so in the Agency Tract. Since 1911 this had to be adopted, as already explained by me, and it was never objected to by any superior. I beg to submit that it is hard to now blame me for what I have been allowed to do for years without a word of complaint.

I refused to pay for the plastering of the Manager's stable as the mortar used was bad. I did not pay for hire of the Hospital lime was paid for during my absence on leave, and I am not responsible for it.

With reference to para 5, Mr Hatcher was paid Rs 7 or 8 for 30 yards of lime at Rs 2 4/- by the Dy. Tahsildar, that is he was paid in full. Mr Hatcher could supply no other lime for the cash paid him as he was paid in full the lime had to be taken over. The great fault in the mortar was that too much sand must have been used. I could not always be there, and the Mistri that was there neglected this work, so that too much sand was put into the lime, I am sure I cannot understand how it is made out that I paid in full for the lime, for Mr Auld when he settled up the accounts for the Hospital, long after I had given over, viewed the value of 2 Rs gone of lime

With reference to para 6 of the Supdg. Engineer's letter, it is not clear what is

neither finally. The Supdtg: Engineer quite misunderstands the situation. The line referred to in his para 3 was never condemned by any one. It was inspected by Messrs Garratt and Handcock in July 96 and nothing said about it, as it was a good and first-class line. Any other line the Supdtg: Engineer may allude to, I have shown on what grounds it was condemned. The Hospital and stable line I have also explained about; therefore the Supdtg: Engineer draws a wrong conclusion, not-withstanding the forwarding with Opinion to Supdtg: Engineer's para 8, I beg to state that Mr Handcock has come to a very hasty conclusion regarding the line. He remained only a few days in Jeypore, saw none of the plastering done to a skin merchants vat, and which has been exposed to rain for a long time, & has come to the conclusion that Jeypore lime is good at its value. Mr Handcock did not say, even to me, that it was a "good quality" as the Supdtg: Engineer states. Even Mr Taylor only admits it is good enough for his works, which are merely kutcha or at most-half pucca. Against Mr Handcock's conclusion there is the long experience of the Case Mr Knowles, who for years came in contact with this lime, and whose report regarding it may be read in his report on the survey of the road from Raipur to the Central Provinces. Next comes the opinion of Mr Hoben, one of the strictest and economical Executive Engineers in the Department. Mr Hoben has been a long time in Mysore where the limestone is said to be very similar to that referred to in this para was inspected by

Executive Engineer and Assistant Supdtg: Engineer have lime up to Jeypore, and never once proposed the substitution of Jeypore lime. For later I beg to enquire if these Engineers, & far greater service than Mr Handcock could not have discussed the utility of Jeypore lime during the years they have seen it, how it was possible for Mr Handcock, in a few short minutes, to have discovered the excellence of this lime. This is another instance of Mr Handcock's determination to uphold Mr Taylor's opinions. If the Jeypore lime was so good, why was it not also used for Raipur works. I do not know who gave the Supdtg: Engineer the information that Jeypore lime could be got at Rs 10/- per garee. Even Mr Taylor distinctly told Mr Handcock in my presence that it could not be got for less than Rs 15/- per garee, now royalty has to be paid at Rs 1 per garee, which brings up the price to 16 Rs per garee. Even at this price the lime is not-finely brought in, the result being that the Executive Engineer in his No: 837 of 3-6-96 has sanctioned Rs 18/- per garee. Now regarding the quality of the lime, I condemn it in toto as little better than mud. I have put finely burnt specimens, from over oven kiln, into my mouth, and there is not the least perceptible grit in it, much less is there any smell of lime about it. Mixed in proportion of one part lime to three of sand, it crumbles in the hand with the faintest pressure. Under these circumstances how can the Supdtg:

say it is lime of a good quality. The Estate Engineer endorses it. Mr King who was up here to advise me, complained to me about the lime supplied by his order, by a contractor. He suggested putting 1½ of sand to one of lime for pointing. It may make fair mortar if mixed 1:1 under which circumstances it would be, according to the Deputy Engineer's opinion very favorable to me to get it. I think it very hard that when the Deputy Engineer knows nothing about this lime to write as he does about me. He knows nothing about this lime, and without the least hesitation attributes dishonest motives to me.

With reference to No 473/27 S. 96 from Mr Taylor the Manager Jeypore Estate, para 3. I beg to state that during my leave in July to Dec 93, Mr Taylor asked, and got permission, to examine all the Estate works monthly. This permission was granted him by the agent. He could therefore have kept himself intimately acquainted with the state of each Estate work, monthly. But as he himself permitted advances to the extent of from 25 to 75 per cent of value of work, he would not have had much to say regarding full advances. Any how I should have been guided by him if he so desired, provided he took the responsibility of progress of work [illegible]

[illegible]

para 4 of Mr Taylor's letter I beg to state that my proposal to the Agent was that all the Estate works were to have been manned and billed for, and he was to be fined [illegible] 25 per cent. [illegible] but I meant to have [illegible]

if a mistake appeared, then it was to have been shown as due on that work, and cleared from sums due on other works. This was quite feasible, and should have been done, but Mr Taylor did not do so, for reasons given by him. In spite of this he Estate was paid a lot of money that he might not to have been, and which justly belonged to the Estate for time not debited all this would have lessened the dues to the Estate.

In conclusion I beg to state that from No 437 of 15. 6-96 reached me on the 4th July, on my way to finally settle the wood account of the Estate; and as this is one of the grave charges laid against me by Mr Hillock, I had first to settle it before sending in my explanation. This wood account was settled on 16-7-96. Hence delay in sending in my explanation.

I beg to remain
Sir
Your most Obdt. Servt.

E Shuttleworth
Sub Divl Officer

63405

No 663 Of 16-7-96

To

The Executive Engineer

Vizagapatam Divn:

Sir,

With reference to your No 1250 Of 2-7-96 I beg to state that I went up to Sapahandi with the Koopties, the Sectn Engineer and Mr Rice who is to take over of this Sub Divn: and beg to make you my final report regarding the wood bought in the name of the Govt: and taken the charge. The first supply of logs in rough was bought from the Manager Jeypore Estate for which royalty was paid this was 2344-5 cft: A second supply for which royalty has not as yet been paid amounts to 682-67 cft: So that 3026-97 cft logs in rough have to be accounted for. For the Sub Divn Koraput 1263-45 cft wood was brought and put up. Of this quantity 342-5 cft was supplied by the Manager Jeypore Estate & 21-7 cft was used from Koraput School on this, hence 899-25 cft of rough wood. As the logs were in rough, this amounts for 1199 cft. Again I supplied 102-6 cft of rough wood for Jeypore Hospital ie 136-80 cft in the rough. To the Police station Jeypore 98-44 cft of rough wood was put up, this amounts for 131-25 cft logs in rough. From the above it will be seen that 3026-97 cft logs in rough were purchased for 1467-05 cft were used on the three works mentioned above leaving 1559-92 cft in the rough to be

from the 1st inst. I handed over to him 567·44 cft logs in rough, hence I have still to account for 992·48. At site of the Jeypore buildings there lies 397·69 cft logs in rough, & deducting this 594·79 cft logs in rough are to be accounted for. On this there lies at the Jeypore Sub Magistrates Cutcherry 570·52 cft scantling which more than accounts for the 594·79 cft logs in rough. According to the Estate Engineer's accounts 460 cft logs in rough were purchased for the Jeypore Hosp: and 460 cft for the managers stables, hence in all 936 cft logs in rough are to be handed over to the Estate Engineer. Of this amount 136·80 cft were used on the Hospital leaving 799·20 cft logs in rough to be delivered over to the Estate Engineer. I have already delivered over to him 567·44 cft logs in rough leaving 231·76 cft logs in rough to be handed over to the Estate Engineer. As 397·69 cft logs in rough lie at Jeypore out of this 261·76 cft will be handed over to the Estate Engineer, so that the Estate wood as well as that belonging to Government have now been fully accounted for. If I were permitted in May 95 when handing over the Estate Engineership to Mr Atkinson to go over with them carefully and settle the accounts of each unit, as I should have been allowed to do, all this delay of over 14 months would not have occurred. But even before my resignation was being asked to explain, by the Supdg Engineer that I must in delaying handing over charge and to get over quickly and come down to the plains. Under these circumstances nothing could be gone into in detail and having made to the Estate Owners that both the Estate and Government would be settled in an amicable manner.

Yours obediently
(Sd) R. A. Finch

True Copy

Superintendent

Executive Engineer
27 JUL. 96
P. W. D.
VIZAGAPATAM DIVISION

SUPERINTENDING ENGINEER
No.
29 JUL. 96
FIRST CIRCLE

Public Works (189) Department.

CURRENT No.

Order

From The Accountant General Madras.

No. 2824

Dated 10 September/96

Received 14 " Recd 15-9-96

Enclosures

Spare copies

SUBJECT.

Stating that no credits can be traced in the accounts on account of the transfer referred to in letter No. dated 31st August/96 from Under Secretary. as no documents are received in this office in support of credits in the Treasury accounts

8403

BACK PAPERS.

G.O.	No.	Department.	Date.

FURTH

G.O

The Accountant General
Madras.

Sir.

It having been alleged
by the Government Agent at
Vizagapatam that Mr
Hewett, a Sub Engineer in
the P.W.D, who was employed
in the Agency ~~Tracts~~ of
Jeypore during the years
1894 and part of 1895
allowed one Mr Fletcher,
a Contractor, to remove
for his own purpose, without
payment, certain limestone
heaps, lying on the Potnighi-
Korapat Road, for the
manufacture of lime for
which the Contractor had
been advanced Rs 9000 I
have the honour to request
that you will be good enough
to favour me with, either
a copy or original,
document relating to
transaction which

with, either a copy or
original, any
document relating to
this transaction, for
Mr Hewett states that
a limestone removed
by the Contractor was
duly paid for. If
there should be a
receipt or receipts to
verify this statement: and
if so is the point covering
this information is
required.

COPY
28.8

No. 1187 Dated Aug 31. 1897
P.W. Department.

To

The Accountant General,
Madras.

Sir,

It having been alleged
by the Government Agent at
Vizagapatam that Mr Hewett
a Sub Engineer in the P.W.D,
who was employed in the
Agency of Jeypore during
the years [illegible] and part of
1895 allowed one Mr Fletcher
a contractor, to remove for
his own purpose, without
payment, certain limestone
heaps, lying on the Potnighi-
Korapat Road, for the manu-
facture of lime for which
the contractor had been
advanced Rs 9,000, I have
the honour to request that
you will be good enough
to favour me with, either
a copy or in original,
document relating to
transaction which

No 1187 Dated Aug 31. 189
P.W. Department.

To

The Accountant General,
Madras.

Sir,

It having been alleged by the Government Agent at Vizagapatam that Mr Fyeneu a Sub Engineer in the P.W.D. who was employed in the Agency of Jeypore during the years 1894 and part of 1895 allowed one Mr Fletcher a contractor, to remove for his own purpose, without payment, certain limestone heaps, lying on the Potnighi Kosapat Road, for the manufacture of lime for which the contractor had been advanced Rs 9,000, I have the honour to request that you will be good enough to favour me with, either a copy or in original, any document relating to the [illegible] for which

have, for Dr French states that all limestone removed by the contractor was duly paid for. If so there should be a receipt or receipts to verify this statement: and this is the point concerning which information is prequired

29/8/96

CH. 10th 28096

Jarpo 31/8/96

alleged