Public Works (1897) Department.

G.O., No. 1038 W

DATED 14 April 1897

[Despatch Abstract.]

Mr E. A. French late Sub Engineer: Declining to modify in his favour G.O. No. 3439 W. of 2.12.96, directing the dismissal of — from service.

=

Jc
14.4.97

[P.W. 25. 5,000—20-11-96.]

Indexed. N.M.

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
	1685	C	24.3.97				
	1501	C	16.3.97				
	468	W	12.2.97				
	441	C	23.1.97				
			A file				

Back papers re: Mr French's case will be found in the files with:—

(1) 975 D of 5-8-96

(2) 2820 C of 11.6.98

FURTHER PAPERS.

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

[P. W. 40. 1,000—26-2-97.]

B/ [illegible]

Department.

No. 1038 W of 14th April 1897

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Read the following

Endt. from the Pr. Secy. to H.E. the Govr. dated 16th March 1897, transferring a petition dated 15th idem, from Mr. E. A. French, late Sub Engr. P.W.D.

H.E. the Governor in Council having considered the facts and arguments set out in Mr. French's petition, is not prepared to modify in his favour G.O. No. 3439W dated 2nd Decr. 1896.

10/4/97

Cr

CWM 9.4.97

for [illegible] 14/4/97

Mr. E. A. French with 13 enclos.—

15/4/97

P. W. Department.

Read the following :—

His Excellency the Governor

FOR ORDERS.

Mr. E. A. French submits an appeal against his dismissal under G.O. No. 3439 W. dated 2nd December 1896. A reference to the G.O. and Tabular Statement attached thereto will shew that there were several charges against the late Sub-Engineer in connection with his work while employed as Estate Engineer, Jeypore. The Government, however, considered it necessary to deal only with the two most serious of the charges, for, if proved, such punishment as might be meted out on their account

43—500-6-3-94.

FOR ORDERS.

would cover the others.

These charges were:—

(1) Advancing Rs. 9000 — in three instalments of Rs. 3000 on each occasion — to one Mr. Fletcher a Contractor, for lime, and certifying that he had actually received full value, specifying the dates of measurement of the said material which ultimately amounted to a little more than $\frac{1}{5}$th the quantity certified to by Mr. French on the bills.

(2) Making the same Contractor a present of limestone belonging to the Potnighi-Koraput Road to enable him to manufacture 300 garces of lime for which he had received the Rs. 9000 aforesaid.

Mr. French, in his appeal petition, under review, quotes figures to shew that the second

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(2)

READ the following:—

FOR ORDERS.

charge is not proved: but neither did the Government consider it substantiated, and as he was not dismissed on this charge it is unnecessary to discuss it.

Charge 1. The petitioner questions the regularity of his dismissal on this charge by an order in the P.W.D., submitting that he was at the time a "Special Engineer" in the employ of the Jeypore

FOR ORDERS.

Estate, and consequently in private, not Government, employ, with the Agent as his immediate superior. He contends, on this basis, that the charges brought against him should only have been inquired into and dealt by that officer, and that his services could only have been dispensed with as Estate Engineer, and in the Judicial Department. In regard to this argument it is submitted that the reports against Mr French were transferred by the Judicial Department to the P.W. Department in which ~~it~~ they had, therefore, to be disposed of; and it they could only be dealt with

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(3)

Read the following :—

FOR ORDERS.

according to P.W.D rules. But, in point of fact, Mr French was in foreign service of the second kind under article 802 of the C.S. Regulations. His employer for the time being was the Board of Revenue occupying the position of a Court of Wards with reference to the Jeypore Estate. His accounts, it has been ascertained, were dealt with in the office of Mr Willock, the Government Agent, in precisely the same way as those of a Local Fund Engineer. But in page 11 of his memorial Mr French says:— "There was

FOR ORDERS.

no Officer exercising professional supervision over Memorialist, and in the circumstances the completion certificate was, as a matter of fact, issued by French the Executive Officer to French the passing and disbursing officer", and that thus there was no intention to deceive any one. He may correctly speak of himself as French the Executive officer, and as French the disbursing officer: but it is not true that he was French the passing officer. The Government Agent was his superior in that respect: and if he had not falsely stated that this large quantity of lime had been delivered, the irregularity would have, after the first advance, been checked by his superior officer. As noted in the remarks on the charges, printed with S.O. No. 3439 dated 2nd December 1896, Mr.

Read the following:—

FOR ORDERS.

French must, by describing advances as payments made for materials received in full, ~~must~~ have known that he was deceiving the controlling officer in regard to the nature of these payments, for he made no note on either ~~of either~~ of the bills which might lead any one to suppose that they could possibly be advances: in fact he distinctly described them as being quite different.

But even if these could, by any possible argument, be considered as bonâ fide advances it is submitted

FOR ORDERS.

that they could not be endorsed for the reasons urged by Mr French in paras 7 and 8 of his appeal. His remarks about other officers working advances fall to the ground, for it has been ascertained that those whom he cites as instances were not working under Local Fund rules at all, but in such a rough way as not to admit of any adequate check being exercised. It was for this reason that the Sub-Engineer was placed under control which would have had the intended effect if he had not falsified his accounts. In para 11 he brings to notice the fact that, when handing over charge of the Estate Engineership in 1895, he recorded in a ~~fact~~ note on the Materials-at-Site statement that 300 garces were still to be delivered by Mr Fletcher. This he submits should be accepted as evidence in his favour as not

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(5)

READ the following :—

FOR ORDERS.

bring the conduct of a man who had been guilty of malpractices. But as he had previously certified that he had received this lime in 1894, this statement was in reality a confession that he had been guilty of malpractices if not of collusion with the contractor.

The only other point in the appeal petition which need be noticed are the remarks in para 14, where he maintains that he should have been suspended before. And a reference to P.W. Code para ~~52~~ 49, chapter IV, Vol I will shew that this point may be conceded. However

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FOR ORDERS.

the omission to place him under suspension, when Memorandum No. 4370 (flagged A) of 15th June 1896 was issued, told in his favour for he thereby derived the benefit of drawing full pay up to December: but apparently his complaint is that if he had been placed under suspension he would more fully have realized the serious nature of the charges against him. But it may be taken for granted that he would not have prepared a more able defence than that embodied in his appeal, and that brings us no nearer a satisfactory solution of his irregularities than we were before, for the fact that Mr. French signed completion certificates for materials not supplied remains unaltered.

Perhaps, therefore,

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(6)

P. W. DEPARTMENT.

READ the following :—

FOR ORDERS.

Mr. French should be so informed.
A.S.H.
8.4.97

Mr. French might be informed that His Excellency the Governor, in Council, is not prepare to modify in his favour G.O. No. 3439 dated 2nd December 1896

6/4/97

C.A.N.
6-4-97.

FOR ORDERS.

Mr French might be informed that His Excellency the Governor in Council is unable to interfere in G.O. No. 3359 of December 189[illegible]

C.A.M.
6-4-97.

E. 6-4-97 R 9-4-97.

Public Works (1897) Department.

CURRENT No. 2835

From H A Sim. Esq. I.C.S.
Ag. Private Secretary to
H.E. the Governor.

CHIEF SECRETARY
17 MAR. 1897
GOVERNMENT OF MADRAS

Order

No. .

Dated 16th March 1897.

Received 18-3-97

Registered — " —

Enclosures 14 (15 c b E. 1)

Spare copies 1

SUBJECT.

Transfers a petition of 15th March 1897 from Mr E. A. French, late Sub-Engineer P.W. Dept. residing at Nellore, praying that the order of his dismissal from the Service may be re-considered & that he may be restored to his position with arrears of pay.

(By order)

Ag. Private Secretary

BACK PAPERS.

No. 1501C of 16-3-97 ✓
„ 468W „ 16-2-97 ✓
„ 605C „ 29-1-97 ✓
„ 4993C „ 19-12-96 ✓
„ 4620C „ 5-12-96 ✓
„ 3469W „ 2-12-96 ✓
„ 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 ✓
„ 53D „ 24-4-95 ✓
„ 27D „ 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 ✓
„ 2466W „ 4-10-94 ✓
„ 2373W „ 20-9-94 ✓
„ 385D „ 18-8-94 ✓
„ 3124W „ 4-12-93 ✓
„ 3000W „ 20-11-93 ✓
„ 1269W „ 10-5-93 ✓
„ 1117W „ 22-4-93 ✓
„ 190W „ 27-1-93 ✓
„ 2987W „ 28-10-92 ✓
„ 1918W „ 2-7-92 ✓
„ 1566W „ 23-5-92 ✓
„ 767W „ 9-3-83 ✓
„ 1217W „ 2-5-91 ✓
„ 341W „ 6-2-91 ✓
„ 2737W „ 3-9-88 ✓

BACK PAPERS.

G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.

To

His Excellency the Right Honorable
SIR ARTHUR ELIBANK HAVELOCK, G.C.M.G., G.C.I.E.,
GOVERNOR AND PRESIDENT IN COUNCIL,
FORT ST. GEORGE.

The Review petition of Mr. E. A. French, *late Sub-Engineer, Public Works Department, residing at Nellore.*

Showeth,

That Your Memorialist has received with considerable pain and surprise the decision of Your Excellency's Government directing that he be dismissed the public service, on the ground of his unfitness to remain in it.—*vide* G. O., dated 2nd December 1896, No. 3439 W. (Exhibit **A**.).

2. That, from the terms of the Order referred to above, this decision appears to be based on a single charge, in that Memorialist made certain advances to a contractor and signed completion certificates in reference thereto, previous to delivery of the materials. The explanation submitted by Memorialist in reference to these matters has, in the opinion of Your Excellency's Government, been, to Memorialist's misfortune, considered "exceedingly unsatisfactory" and one which "cannot be accepted."

3. That, in reference to the foregoing decision, Memorialist begs very respectfully to submit this review petition to Your Excellency's Government and to humbly crave a patient consideration of the very important facts and arguments set out herein, in view to a re-consideration of the very severe punishment inflicted on Memorialist.

4. That, as regards the charges brought against Memorialist by Mr. Willock, as Agent to the Governor, Vizagapatam, Memorialist begs very respectfully to submit, in reference to the remarks made in column 3 of the Precis attached to the Order, that Your Excellency's Government appears to have misapprehended Memorialist's position in the Jeypore Estate and to have treated him, to all intents and purposes, as a *Subordinate of the Public Works Department*, which he was not at the time.

5. That, in reference to the foregoing contention, Memorialist begs to solicit attention to the second para. of the Agent's letter dated 28th February 1896, No. 249, (Exhibit **B**.) wherein the position assigned to Memorialist by that officer is very clearly described. From the remarks made in paragraph 2 of his letter, it will be manifest that Memorialist was assigned "the position of a Local Fund Engineer," the Agent assuming towards him "the place of the President of a District Board." In the circumstances, Memorialist respectfully contends that Your Excellency's Government should, when considering the charges brought

Edmund French
15. 3. 97

against Memorialist, have divested itself of the idea that Memorialist was *at the time* a subordinate of the Public Works Department, and to have viewed his conduct from the stand-point of a *private* Engineer vested, for all practical purposes, with an independent position and irresponsible to the Public Works Department. Memorialist was, at the time to which the charge relates, occupying the position of a "Special Engineer" in the employ of the Jeypore Estate, (or, in other words, in *private*, and not in Government, employ) with the Agent as his immediate controlling authority. Regarded in this light, Memorialist begs, with the greatest deference and respect, to submit that the charges brought against him by the Agent could only have been inquired into and dealt with by *that officer* and Memorialist's services dispensed with as *Estate Engineer* with the sanction of the Government in the Judicial Department, if the Agent found any substantial cause for dissatisfaction with Memorialist's work; but, as a matter of fact, Memorialist's special duty in the private estate referred to had ceased when the Agent elected to write his letter of complaint, and in the circumstances, Memorialist very respectfully submits that his removal from the Government service was irregular for any misconduct, even if established, while in private employ. Memorialist begs, therefore, again to submit that having regard to the special position assigned to him in the Jeypore Estate, he was, to all intents and purposes, a "Special Officer" working under the orders of the Agent alone and immediately responsible to him and him alone. This view is supported by the fact that whenever Memorialist's services were required to superintend a Government work in the aforesaid estate, the Agent debited Government with 12% of the cost of the work as a set off for Memorialist's services.—*Vide* G. O., 27th April 1892, No. 804, Judicial. The following are some of the instances in which this procedure was followed :—

(1) the maintenance and repair of the Ittikavalsa-Koraput Road,
(2) the improvement and extension of the Sub-Jail at Koraput,
(3) the repair of the Sub-Magistrate's Cutcherry at Jeypore, and
(4) the construction of a Police Station at said place.

6. That, in reference to the several allusions made in the Precis to the provisions of the Public Works Code, Memorialist begs further to submit that it is not fair and proper that those rules should be applied and discussed against Memorialist. The P. W. Code is not in force in the Jeypore Estate, neither was it prescribed for Memorialist's guidance by the Agent; in fact, no rules at all were prescribed, presumbly on the ground that the Agent held a high opinion of Memorialist's professional qualifications and intended to leave him uncontrolled in the execution of works. Memorialist, as a matter of fact, from the conduct of the Agent, felt that his position was that of an officer who was at liberty to act on his *own responsibility* and judgment, keeping, of course, the interests of the Estate in view. In the circumstances, Memorialist begs very respectfully to request that Your Excellency's Government will be pleased on the general grounds taken in the foregoing paragraphs to reconsider its decision against Memorialist.

7. That, turning next to the immediate facts connected with the charge which has led to his removal from the service, Memorialist begs to offer the following explanation and observations for the kind and favorable consideration of Your Excellency's Government :—

(i). lime was wanted for constructing the new palace at Jeypore, a work of no ordinary magnitude, as the estimate for the same amounted

15th 3-97

to Rs. 1,18,000. This work was begun in November 1894, and within 5 month's time, *i.e.*, by the end of April 1895, the basement had been fully completed. So much work could not have been accomplished within so short a time had it not been that Memorialist, acting to the best of his judgment and looking to the local difficulties of obtaining lime, placed two responsible contractors, in whom he had every confidence, under advances, one of whom was *the* Mr. Fletcher referred to in the Precis. The arrangement then made was that the native contractor was to first fulfil his contract and Mr. Fletcher to enter upon his afterwards. As a matter of fact, the native completed his entire contract, except the delivery of a few garce of lime and Mr. Fletcher had just entered on his contract, when Memorialist was relieved in May 1895.

? vide [illegible] Judl. letter 1.12.94

(ii). very great exception has been taken, it is noted, to Memorialist having made any advances at all, and in support of that objection the P. W. Code is cited against him. In this connection, Memorialist begs again to submit that in regard to the execution of works in the Jeypur Estate *the P. W. Code was not prescribed by the Agent* for his guidance and that having regard to the difficulty of obtaining lime, *except under advances*, Your Memorialist, *in the exercise of his discretion*, deemed it necessary to make such advances.

(iii). Further, Memorialist was not singular in his conduct in this respect, for, as a matter of fact, all the Sub-Magistrates in the Jeypore Agency worked on similar lines in regard to the execution of works under their control. The following are two of the many instances within the knowledge of Memorialist:—

(*a*) when Memorialist was absent on leave between the months of July and December 1893, the Agent placed all works in the Jeypore Taluq under the control and supervision of the Deputy Tashildar of Jeypore. While thus in charge the aforesaid Deputy Tahsildar made an *advance* of Rs. 720 on account of the supply of 30 garce of lime for the Jeypore Hospital, a work estimated at Rs. 5,000 only. The advance was made to the Mr. Fletcher referred to above. This advance was entered by the Deputy Tahsildar in Memorialist's Cash-book, an extract of which can be obtained from the Agent if any substantiation of Memorialist's statement is necessary and requisite. It was only after seeing that the old established custom was still in vogue that Memorialist made advances for lime also.

(*b*) the same Deputy Tahsildar made another advance of Rs. 60 to the Salur contractor, through the Deputy Tahsildar of Salur, for the supply of lime for a work under his control. (*vide* Exhibit C. and the translation attached).

(iv). Again, in regard to some works executed by the Public Works Department, the Code Rules inhibiting advances had to be relaxed, and in proof thereof the following are cited as instances of advances so made, with the concurrence and knowledge of Memorialist's divisional officer.

(*a*) an advance of Rs. 340 was made on the 7th June 1892 to the Deputy Tahsildar, Salur, on account of the cartage of iron articles for the Karandi bridge.

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(*b*). a further advance of Rs. 630 was made to the same Deputy Tahs[illegible]r on the 14th July 1892 for the supply and cartage of 30 garce of lime on account of the Potinghy-Korapat road. These advances will be found entered in the extract from Memorialist's cash-book, herewith submitted. (*Vide* Exhibit **D**.)

(v). Further, Memorialist takes the liberty to forward a vernacular statement (with translation) from one Gooran Saniyasi, who is the Agency Contractor, wherein he certifies that he was in the habit of supplying lime and other stores for the Agency Sub-Magistrates at Koraput, and in all instances received *full payment in advance*. (Exhibit **E**.)

8. That, in this manner, many documents can be produced to establish that a *system of advances* did prevail in the Agency, especially in regard to the supply of lime, an article which could not be obtained except with difficulty, and that Memorialist's action in this respect was not singular or exceptional, but was influenced and controlled by the necessities and local customs of the special tract referred to. If Your Excellency's Government will be pleased to make a reference to the Agent on this matter, Memorialist has no hesitation in asserting that the prevalence of the practice on which Memorialist justifies his action will be corroborated by all Sub-Magistrates of the Agency. This practice, Memorialist submits, was not due to a sense of irresponsibility or recklessness in the execution of works, but to the extreme difficulty of obtaining lime in such remote tracts of the Presidency as the Agency. The system has never, in Memorialist's experience, been attended with any loss, as the advances were always made to recognized and trustworthy contractors in whom entire confidence could be placed. Memorialist, therefore, begs once more to submit that he was not bound by the Public Works Code in the execution of works under his control in the Jeypore Estate, that he acted therefore within his powers in the matter of making advances, and that his action in this respect is supported and justified by the practice prevailing in the Agency Tracts. He begs also incidentally to mention that he never made any advances for *any other* material *except lime*, and that his first advance in this respect to Mr. Fletcher was made in February 1894, after he found that the Deputy Tahsildar, while Memorialist was on leave, was permitted to make such advances without objection.—*vide* instance cited in para 7, III (*a*), *supra*. Further, Memorialist begs to state that in regard to the supply of stones for the Jeypore palace, Memorialist was, on several occasions, requested by Mr. Taylor, the Estate Manager, to advance men who were recommended by him, up to 75 per cent. of the value of stone to be supplied by them. These advances were recommended previous to the supply of a single stone at site. This statement can be fully substantiated by a reference to the Estate Engineer's records and his cash-book.

9. That, next, in regard to the respectability and credibility of the contractor referred to in the papers, Memorialist begs to state that Mr. Fletcher is a Contractor working on a large scale and one who enjoys the confidence of several Engineers of the Public Works Department as testified by the flattering testimonials he holds. The advance of Rs. 9,000 was not made on account of the Palace buildings alone, but Rs. 3,000 of it was, as stated by the Agent, on account of the Borrigumma road also, so that when the estimate for the Palace (Rs. 1,18,000) is considered and the total sum is distributed between *two* works, the amount, it is

Edmund French
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submitted, is not so very large. Memorialist is further aware that from the advances made, Mr. Fletcher, in order to place himself in a position to fulfil his contract, expended then and there a large amount of money in engaging the services of 150 bondsmen (or gothies) at Rs. 20 each plus daily batta, and in the purchase of 50 carts and 50 pairs of bulls and buffaloes at an average cost of Rs. 50 each pair. He also purchased hills of charcoal for the purpose of manufacturing the lime. These facts are given in order to show that contractors for lime have to incur very heavy expenditure before they can enter upon their contract and that advances are therefore absolutely necessary.

10. That, further, it is nowhere alleged, that Mr. Fletcher failed to fulfil previous engagements, and in regard to the particular advances to which exception is taken, it will be observed from Exhibit I and from the correspondence printed in the Appendix that Memorialist informed the Agent of these advances and that Mr. Fletcher had 200 garces of lime ready, which if taken over by Memorialist's successor, would reduce the advance by Rs. 6,000. Memorialist has reason to believe that the orders of the Board of Revenue were solicited by the then Agent as to the action to be taken on Memorialist's letters and that the Board were of opinion that such monies as were due to Mr. Fletcher on account of *other* works were to be withheld and his property zufted for any further balance due. Further, when Memorialist delivered charge to Mr. Atkinson in May 1895, he made an entry on the margin of the Materials at Site Statement of the Jeypore Palace, that Mr. Fletcher had, under his contract, to supply 300 garce of lime for which payment had been made him in full (*vide* Exhibit **F**.) This statement was, in due course, forwarded to the Agent and no objection, as far as Memorialist is aware, was taken by him to the advances made. Had Memorialist continued in charge of the works in the Jeypore Estate, he feels himself free to assert that the Estate would never have sustained any loss in the matter of this lime supply. Memorialist understands that even after he left the Estate in May 1895, Mr. Fletcher, in a statement to Mr. Taylor, the Manager of the Estate, admitted the advances which form the subject of this explanation, as well as his liability under them. An authenticated copy of this statement is herewith submitted. (*vide* Exhibit **G**.) Had Memorialist's conduct not been aboveboard and straightforward, or had he been acting in collusion with Mr. Fletcher, it is unlikely that he would have entered in the Materials at Site Statement the fact that Mr. Fletcher's contract remained unfulfilled, neither would he have brought the matter specially to the notice of the Agent in his letters of April 1895. (*vide* Appendix.)

11. That, next, as regards the completion certificates referred to in the Precis and the Order of Government, Memorialist begs to urge that in the capacity of Estate Engineer he, to all intents and purposes, was invested with a *dual* responsibility as regards works under his control, one, as the officer responsible for the *execution* of the works, and two, as the passing and *disbursing* officer. There was no officer exercising *professional* supervision over Memorialist, and in the circumstances the completion certificate was, as a matter of fact, issued by French the executive officer, to French the passing and disbursing officer. Thus in the very peculiar and exceptional position occupied by Memorialist, he begs respectfully to submit that, in the course followed by him in regard to these certificates, there was no intention to deceive any one, and that Memorialist adopted the only course

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open to him of obtaining money to carry out works expeditiously. The supply of lime was a running and not a completed contract, as the Palace buildings had just been begun. Memorialist submits that there is absolutely no evidence to show that his conduct in regard to these certificates was dishonest or fraudulent, while on the other hand it will be observed from Exhibit **F.** that when handing over charge of the Estate Engineership, Memorialist recorded in the Materials at Site Statement which was jointly signed by him and his relieving officer, (Mr. Atkinson,) that Mr. Fletcher had under his contract to deliver 300 garce of lime. This act Memorialist submits is not the conduct of a man who has been guilty of any malpractices, or of one working in collusion with the contractor. Mr. Fletcher was no relative of Memorialist, his acquaintanceship was due entirely to the accident of their having been thrown together by employment in the same locality. Further, Memorialist's resignation of his special appointment was entirely a voluntary act and not caused or induced by any pressure brought to bear on him by the Agent. This single circumstance is, of itself, sufficient to destroy any theory of fraud or collusion, for had there been any dishonest intimacy between Memorialist and Mr. Fletcher it is most unlikely that Memorialist would have applied for relief at a time when there were advances outstanding on Mr. Fletcher. The facts connected with Memorialist's being relieved of the Estate Engineership briefly are:—that, in August 1894, he applied to the Agent to be relieved, on the termination of his deputation for two years, and sent back to the Public Works Department. (*vide* Exhibit **H.**) This application Memorialist presumes was forwarded to the Board of Revenue who wired to know if Memorialist would remain on the Estate and on what terms. Memorialist mentioned his terms and they not being acceptable to the Board, Memorialist was relieved in May 1895, or 5 months beyond the two years for which he was deputed. Memorialist begs a very patient and careful consideration of the foregoing remarks, for though the completion certificates referred to may, *prima facie*, wear an awkward appearance, the circumstances which surround them and account for their existence, entirely negative, and in fact, dispel all suspicion of fraud or collusion between Memorialist and Mr. Fletcher. Memorialist respectfully trusts that in the light of the explanation now made, Your Excellency's Government will be pleased to modify their opinion in regard to the documents under notice.

12. That, as regards the "second serious charge" referred to in paragraph 5 of Exhibit **A**, *viz.*; that Memorialist "made a present to the contractor (Mr. Fletcher) of limestone belonging to the Potinghi-Koraput Road," Memorialist begs to submit two authenticated extracts from the Cash-book of the Divisional Officer, Vizagapatam, dated the 8th January, and 5th February, 1896, (Exhibits **I.** and **J.**) from which it will be observed that Rs. 111 in the first instance, and Rs. 55-8 in the second, were brought to account as "value of limestone recovered." Memorialist respectfully trusts that with these documents before it, Your Excellency's Government will be pleased to accept Memorialist's statement that the limestone was paid for and that no present was made of it to Mr. Fletcher, and that it will be further pleased to consider this second charge as *not* proved against Memorialist.

vide
not stat.

13. That, further, previous to soliciting favorable consideration of the very efficient and valuable services rendered by Memorialist during his connection of 20 years with the Public Works Department, Memorialist begs to invite the attention

15-3-97

of Your Excellency's Government to the very summary manner in which his services have been dispensed with. The only procedure followed in his case has been to send the Agent's letter of the 26th February 1896 to Memorialist for explanation, and on consideration of that letter and his explanation, Memorialist's services appear to have been dispensed with. Memorialist begs to submit that if the Government will be pleased to refer to the Standing Orders relating to the Dismissal of Public Servants, it will be noted that they require that "the *specific grounds* on which it is *proposed to dismiss* any person should be reduced to writing and furnished to him and the answer or defence or explanation of the person taken." These "grounds" Memorialist begs to state were never furnished, and he, for the first time, finds them recorded in the Precis attached to the Order dismissing him and in the Order itself. Had the grounds on which Government *proposed to dismiss* Memorialist been furnished to him, Memorialist would have been afforded an earlier opportunity of explaining to the Government the very special and peculiar position he held as Estate Engineer, and that he was not a subordinate of the Public Works Department at the time, and that the Code Rules were not applicable to him. Memorialist trusts that the omission to have taken a fuller explanation from him, and one more to the point, previous to dispensing with his services, will not prejudice his present appeal and that Your Excellency's Government will now give it your most careful consideration, setting aside for the time the fact that Memorialist has already been thrown out of employ.

14. Memorialist begs also to add that according to the Standing Orders of the Department, "any person whose conduct is undergoing investigation on a serious charge should be placed under suspension until his case has been decided." As a matter of fact Memorialist, who was dismissed the service of Government by Order dated the 2nd December last, was not suspended till the 7th Idem, a procedure which was utterly unnecessary. Had an order of suspension been passed when Mr. Willock's letter was sent for explanation, Memorialist would naturally have concluded that the complaints against him were regarded by the Government as "serious," and that step not having been then taken, Memorialist respectfully submits that final orders in his case should not have been passed till the Government had first suspended him and then furnished him with the grounds on which they proposed to dismiss him and till his explanation on those grounds had been considered.

Further, Memorialist craves liberty having regard to the fact that the Government have come to unfavorable conclusions against Memorialist more on *suspicion* of fraud than on *proof* of it, to refer to the very proper and equitable principles laid down in a Resolution of the Government of Bombay dated the 16th October 1883, which the Government of Madras say in their Order of the 3rd December 1883, No. 2290, are "identical with those enunciated by itself from time to time." Memorialist begs respectfully to refer Your Excellency's Government to paragraphs 8, 9, 10 & 11 of the said Resolution which the Government have adopted and circulated for the guidance of all Heads of Departments.

It is there distinctly laid down that "*the intention of Government is that no servant of theirs should be dismissed except on proof*;" (para 8);

that, "*as a general rule, no subordinate should be dismissed except on grounds capable of being stated*" (*ibid*);

15-3-97

that there should be "*no pretence of proof when there is only suspicion* (para 9);

and "*if a man has earned or nearly earned his pension his would not be a proper case for removal on suspicion. He would necessarily be an old servant of Government * * and the sudden beggary of a man whose working days are drawing to a close is as serious an exercise of power as the penal sentence of a court of justice,*" (para 10);

and lasfly "*that in proportion as the evidence falls short of proof, consideration should be given to the previous character of the subordinate concerned, and also to any specific instances of good * * service that may have been officially noted in his case.*" (para 11).

15. Lastly, Memorialist begs to state that he is an A. C. E. of the Civil Engineering College, that he obtained his first appointment in the Department of Public Works as Overseer 3rd Grade in April 1876, and after rapid promotions as Overseer 1st Grade (1877), Supervisor 2nd Grade (1880), and Supervisor 1st Grade (1881), he was appointed Sub-Engineer 3rd Grade in 1889. In all grades Memorialist spared no pains to render satisfaction in the discharge of his duties and to secure the good will of his superiors. Memorialist begs with pride and satisfaction to refer Your Excellency's Government to the valuable testimony borne to his good work in the documents which will be found printed in the paper attached to the Appendix. It will be there observed that Mr. Traill, the Executive Engineer, Vizagapatam Division, in March 1891, wrote of Memorialist as follows:—

> "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 results 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 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."

In their Order thereon dated 2nd May 1891, No. 1217, the Government in the Public Works Department was pleased to remark that it considerd

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

In the next document which is an extract from Mr. Willock's Tour statement as Governor's Agent, it will be observed that he has been pleased to say that

> "Mr. French, the Sub-Engineer has certainly a talent for getting work done in the Agency."

In consequence of the very favorable opinion then held by Mr. Willock of Memorialist's capacity for getting work executed in the Agency he decided, in February 1892, to secure Memorialist's services as a Special Engineer of the Jeypur Estate and in his letter of the 25th February 1892, No. 191, he recommended Memorialist to Your Excellency's Government in the following flattering terms.

> "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 * * and to whom all the progress which has been made in that time is due. His present pay is * * Rs. 360, travelling allowance Rs. 4-8 per diem * * I therefore suggest Rs. 460 † Rs. 4-8 travelling allowance as a suitable rate of salary for him if Government will agree to place his services at the disposal of the estate."

Edmund French

15-3-97

The full text of Mr. Willock's letter will be found printed in G. O. 27th April 1892, No. 804, Judicial, to which reference is kindly invited, as well as to para 4 of G. O. 23rd May 1892, No. 1565, W., as containing all the correspondence relating to Memorialist's deputation as Estate Engineer. Next, it will be observed that Mr. Willock, for a *third* time, refers in commendatory terms of the work done by Memorialist, for, on the 9th January 1893, he writes

> "I have been much struck with the way Agency Works under the Department Public Works progressed when he (Mr. French) was put in charge and attribute the great change to his energy and ability."

This is not all, for, for the *fourth* time, Mr. Willock in his letter to the Board of Revenue dated 23rd November 1892, bears unqualified testimony to Memorialist's good work as follows:—

> "We have in the new Estate Engineer, Mr. French, a man quite capable of building all I ever contemplated."

Again, in his letter of February 1896, wherein he thought fit to formulate charges against Memorialist, Mr. Willock refers to Memorialist as follows:—

> "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 labour 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."

16. Finally, Memorialist very earnestly prays that after a patient and careful consideration:—

(i.) of his long and unblemished career in the P. W. Department dating April 1876;

(ii.) of the excellent service rendered by him in the execution of several important and difficult works in unhealthy and malarious portions of the Ceded Districts from 1890 to 1889, and in the Agency Tracts of the Vizagapatam District from 1890 to Dec. 1896;

(iii.) of the unstinted approval expressed by the Agent and Memorialist's immediate superiors in the Department of his good work, testified to in the extracts given in the preceding paragraph, five of which it will be noted are from the pen of Mr. Willock himself, the last dating so recently as February 1896;

(iv.) of the very unique and exceptional position filled by Memorialist in the Jeypore Estate as Estate Engineer during the period to which Mr. Willock's complaint relates; and

(v.) of Memorialist not having been afforded an earlier opportunity of making a fuller and complete explanation in accordance with the Standing Orders relating to the dismissal of public servants;

Your Excellency's Government will be generously pleased to reconsider its Order dismissing Memorialist from the service, and that, in view to removing the stigma of disgrace and shame under which he at present labours for practically no offence, Your Excellency in Council, will be further graciously pleased, as an act of justice towards an efficient servant of the State of comparatively long service, to acquit Memorialist of the *only* charge on which he has been declared guilty, and to restore him to his position in the P. W. Department with arrears of pay.

For which act of justice Memorialist, as in duty bound, will ever pray.

15th *March* 1897.

Edmund French

15-3-97

APPENDIX.

Containing correspondence with the Agent and Mr. Fletcher complaining of the latter's bad work, and the advances outstanding on him.

EXHIBIT I.

No. 66.
22nd April 1895.
JEYPORE.

To

THE AGENT TO THE GOVERNOR,
Vizagapatam.

SIR,

I beg to inform you that Mr. Fletcher, in common with other contractors, has received an advance for supply of lime for the palace. Contractor Gunta Kistiah received an advance of Rs. 9,000, as well as Mr. Fletcher, the former having delivered nearly all the lime contracted for, and the latter nothing. This system of advance was in vogue when I came up here, and I continued the practice. I beg to enquire how this advance is to be recovered from Mr. Fletcher. He has 200 garces of lime ready I am told, and if the coming Estate Engineer approves of the lime, it can be taken over at full cost, *i.e.*, Rs. 6,000. He has not been paid for works which he has knowingly done badly and which he definitely refuses to rectify where possible. This amounts to Rs. 2,000, which, on deducting the fine of 25 per cent. for bad work, will still leave 1,500 Rupees. The balance of 1,500 can be recovered from his live stock and bandies, all of which he purchased with Estate money for Estate works. I beg early orders on this subject, so that steps may be taken to prevent Mr. Fletcher selling away any of his property, justly belonging to the Estate.

(Signed) E. A. FRENCH,
Estate Engineer.

EXHIBIT I*A*.

No. 8.
7th April 1895.
JEYPORE,

To

THE AGENT TO THE GOVERNOR,
Vizagapatam.

SIR,

I beg to state that this morning I inspected Mr. Fletcher's work at Jeypore. I find in the Hospital he has been sparing with the use of mortar and has not rubbed down his mortar-joints as he should, which gives the work an unseemly appearance. The plastering of the Manager's stables has been slurred over in a most unworkmanlike manner. In many places the float has not at all been used, but only the trowel in finishing off the plaster, giving the work a most unfinished appearance.

The first tunnel on the Jeypore Boreguma Road he has built in imitation "bouche" work. I told him before that I did not want this, as ordinary rough stone work wanted only broad and deep mortar-joints to hold them together, which cannot be obtained in imitation "bouche." The projecting of the stones too, over clear span, in imitating "bouche," contracts the waterway and presents a very rough and frictional waterway with the result, that the mortar is likely to be washed out. If built as I ordered him, the mortar-joints would be broad and deep and being well rubbed, would present a smooth and uncontracted waterway. Mr. Fletcher has utterly disregarded my instructions in this respect.

The tamping of earthwork hitherto done by Mr. Fletcher has been far from good and I pointed this out to him and ordered him to do better. I wrote to him from Salur to say, that this must be done in footlayers, with watering. His Superintendent of works now informs me, that no tamping whatever has been done from Jeypore to Haradaput. Under these circumstances I have declined to pay Mr. Fletcher till he rectifies all works that he has knowingly scamped, or offered to pay him 25 per cent. reduction, Mr. Fletcher however declines to receive such payment and wants to be paid in full by 10th Inst. at latest, or says he will bring some grave charges against me through the Manager, to you. Mr. Fletcher is a man of ungovernable temper and would let nothing stand in his way to obtain his end. I myself keep no copies of private correspondence and so it is very easy for him to put in letters said to have been written to me and of which, he informs me, his charges mainly consist of. I am quite in the dark as to his intentions, I only ask that if he dares to bring any grave charges against me, that you will give me permission to make an example of him, so that his attempts at intimidation of any other officer, placed to overlook his works, may not be continued, but once for all put an end to. It is unnecessary for me now to go further into matters, but if the time should come, I shall give you an insight into this man's character and antecedants, so that you will be able to appraise him and his statements at their proper value and give to them just such credence as they are worth.

(Signed) E. A. FRENCH,
Estate Engineer.

15 - 8 - 97

EXHIBIT I*B*.

No. 24.
8th April 1895.
JEYPORE.

To

MR. H. T. FLETCHER,
Contractor.

The Estate Engineer informs Mr. Fletcher that he declines to pay for works done by the contractor on the Hospital, Stables and Jeypore Boregumma road for the following reasons. The mortar used for the Hospital masonry is sparce and joints not well rubbed in with it. The mortar compared with that used for the Maharajah's stables which is Jeypore lime, is inferior, pointing to a proportion of sand of for more than 2 : 1.

The masonry of the Manager's stables is not built plumb. The top of the pillars being broader than the bottom. The plastering has not been floated but simply put on with the trowel presenting an uneven and unfinished appearance. The masonry of the tunnels on the Jeypore-Boregumma Road is built in bouche, a style that was objected to in the other three tunnels built by Mr. Fletcher as being devoid of deep and broad mortar-joints necessary for rough stone in chunam work and presenting a contracted and frictional waterway tending to the washing out of the mortar during flood time. The mortar has also been reported by the overseer, maistry and gumastah as being inferior having been mixed with a large proportion of sand. Taking the Hospital mortar as an example, this report must be correct. The contractor's Superintendent informs the undersigned that no tamping has been done all along the road to the earthwork. Under these circumstances the undersigned cannot pay for these works except at a reduction of 25 per cent. This is final and no explanation or excuse will be accepted unless indeed the work is re-done, when alone full rates can be paid.

(Signed) E. A. FRENCH,
Estate Engineer.

EXHIBIT I*C*.

No. 25.
9th April 1895.
JEYPORE.

TO

THE AGENT TO THE GOVERNOR,
Vizagapatam.

SIR,

In continuance of this office No. 8 of 7th April 1895, I beg to state that I sent Mr. Fletcher an official notice No. 24 of 8th April 1895 stating works and my objection to pay full rates for them (copy forwarded); in reply Mr. Fletcher has sent me the enclosed. The statements contained therein are false and without foundation, and made simply to intimidate me into paying him up fully. His idea is that rather subject myself to any enquiry into such charges, I will be frightened into paying him. The rates paid Mr. Fletcher for lime and sand are the same paid to the other contractors here, so that he cannot be in a position to give me as he now states he did, portion of money for materials supplied, I beg therefore that you will permit one of two things.

(1.) either to prosecute him in a court of law.

(2.) or to take away all his works at once and send him out of the Agency. In case anything else suggests itself to you, I beg you will let me know, so that I may act accordingly.

(Signed) E. A. FRENCH,
Estate Engineer.

EXHIBIT I*D*.

No. 29.
1(t April 1895.
JEYPORE.

To

THE AGENT TO THE GOVERNOR,
Vizagapatam.

SIR,

I beg to inform you that Mr. Fletcher, who was contractor to supply 300 garces of lime for the palace, has not up to date supplied a single garce, although he has about 150 garces stacked in his shed. The other lime contractor has delivered at palace site 256 garces up to the 16th March 1895, and has the balance stacked at our bungalow at Salur. I have at least twice asked Mr. Fletcher to cart his lime to palace site.

but he has not as yet done so, although he has at least 20 bandies at his disposal for this work. He has been allowed ample time to deliver these 300 garces of lime, and I think that it would be safe to give him notice to deliver all lime contracted for by the 30th instant; in default value of lime deficient to be recovered from works still to be paid for.

(Signed) E. A. FRENCH,
Estate Engineer.

EXHIBIT I E.

No. 63.
22nd April 1895.
JEYPORE.

To

MR. FLETCHER,
Contractor.

As the Agent has declined to take over any of Mr. Fletcher's lime, the contractor is informed that the advance of 9,000 Rupees given him by the Estate must be returned as early as possible.

(Signed) E. A. FRENCH,
Estate Engineer.

No. 64.
22nd April 1895.
JEYPORE.

True copy forwarded to Mr. Fletcher for information.

(Signed) E. A. FRENCH,
Estate Engineer.

Copies of Testimonials

2nd May 1891, No. 1217 W., PUBLIC WORKS.

Read the following paper :—

From G. D. WYBROW, Esq., Superintending Engineer, I Circle, to the Chief Engineer, Public Works Department, dated Dowlaishweram, 12th April 1891, No. 56 V.Z.

* * * * * *

Bridges.

Extract from para. 3.

"I consider that very fair progress has been made, especially since Sub-Engineer Mr. French has had charge of the road.

ENCLOSURE.

From J. TRAILL, Esq., Executive Engineer, Vizagapatam Division, to the Superintending Engineer, I Circle, dated Maradam, 12th March 1891, No. 2667.

* * * * * *

Mr. Willock is right in saying that the new buildings at Koraput were at a standstill; they were so for some time, as it was found quite impossible to get carpenters to go up to do the wood-work. Every effort was made to induce them, but without effect. I authorized Mr. Loam to offer 25 per cent. increase over *low country* rate, and ordered him to send Mr. Harris down to the low country to try and procure them. The Vizianagram Sub-Divisional Officer was also directed to try and procure them, and I did the same myself at Vizagapatam. At length in September, the Acting Sub-Divisional Officer, Mr. French (Mr. Loam and also Mr. Supervisor Harris having been obliged by illness to come down to the plains), managed to secure carpenters and the buildings were pushed on rapidly with the following results.

* * * * * *

Para. 12.

"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 results 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 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."

ORDER—*dated 2nd May* 1891, No. 1217 W., PUBLIC WORKS.

* * * * * *

2. The Government is glad to receive so favourable a report on the progress of the Potinghi-Koraput road and of the buildings under construction by the Public Works Department at Koraput.

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

(True Extract.)

(Signed) A. C. SMITH, Lieut.-Colonel, R.E.,
Ag. Joint Secy. to Govt., P.W.D.

PROCEEDINGS OF THE MADRAS GOVERNMENT, P. W. DEPARTMENT.

Extract from Tour Statement of Governor's Agent.

* * * * * *

"At Koraput I found that much progress had been made with the various Government buildings under construction by Mr. French, 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 ”

(Signed) W. A. WILLOCK,
Agent to the Governor.

OCEEDINGS OF THE BOARD OF REVENUE (LAND REVENUE), *dated 10th March* 1892, *Mis. No. 1610.*

Read the following letter from W. A. WILLOCK, Esq., Agent to the Governor, Vizaga- to the Chief Secretary to Government (through the Board of Revenue), dated 25th ry 1892, No. 191 :—

* * * * * *

Extract from para. 4.

"I propose, therefore, to entertain an Estate Engineer for the next year or so, and in order to render the employment of a really good man not too heavy a charge on the management, I beg to propose that any important Agency works which may need professional skill be put under him, crediting the estate with such commission as Government may fix for his services in supervising their execution. 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 ghauts for the last two years and to whom all the progress which has been made in that time is due."

* * * * * *

Para. 6.

If Mr. French's services are placed at my disposal in this way, I feel sure that I shall be able to complete the Jeypore-Nowrangapur road for Rs. 60,000 to Rs. 70,000, to effect a saving of some thousands of rupees on the maintenance of the Koraput-Salur road, and to have the public works of the Agency above the ghauts ready to hand over to a Local Fund Board in working order by the end of the official year after next.

Remark on Promotion Recommendation Roll of the Engineer Establishment employed in the Vizagapatam Agency for the half-year ending 31st December 1892.

EDMUND AUGUST FRENCH......*Grounds recommended*—Mr. French's services have just been placed at my disposal for employment on works belonging to the Jeypore estate and also on Government works in the Agency. I have seen none of his work done under me yet, but have been much struck with the way Agency works under the D.P.W. progressed when he was put in charge and attribute the great change to his energy and ability.

(Signed) W. A. WILLOCK,
Agent to the Governor, Vizagapatam.

9th January 1893.

BOARD OF REVENUE (LAND REVENUE), *26th January* 1894, No. 38.

Read again the following Proceedings of the Board of Revenue (Land Revenue), dated 1st December 1892, Mis. No. 7893 :—

Read the following letter from W. A. WILLOCK, Esq., Agent to the Governor, Vizagapatam District, to the Secretary to the Commissioners of Land Revenue, dated Vizagapatam, 23rd November 1892, No. I-T.

Extract from para. 2.

"We have in the new Estate Engineer, Mr. French, a man quite capable of building all I ever contemplated."

Copy of letter from W. A. WILLOCK, Esq., *Agent to the Governor, Vizagapatam District, No. 249, dated 28th February* 1896.

* * * * * *

Para. 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 labour 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.

No. 234.

FROM

POOLA VENKANNAH,
Deputy Tahsildar of Jeyapuram Taluk,

To

M.R.Ry. GHANTA KRISNIAH GARU,
A Native of Salur.

Requiring 2 garces of chunam for erecting a Government bridge in Jeyapuram-Govindapally Road in our limits. I sent Rs. 60 this day to Deputy Tahsildar of Salur in order to hand over to you. Your letter go to him and receive that amount and please despatch the 2 garces of chunam on carts within 7 or 8 days. This being urgent and you being a person I know and as you used to supply chunam before for the Jeyapuram Palace for that price including cart-hire, I have written to you.

I beg to remain, &c.,
(Signed) P. VENKANNAH,
Deputy Tahsildar.

CAMP JEYAPURAM,
13th March 1895.

PRINTED BY SRINIVASA, VARADACHARI & CO., MOUNT ROAD—MADRAS.

BACK PAPERS

Gr 1038 W.
14-4-97

S.K.W.

Is it not necessary to obtain 'counter-initials' of the H.M.s.?

AWM
13/4/97.

Appd
~~C. No. 2987~~ 11

C. No. 3080
5-5-1863

O.W.

It is not necessary unless W decides that the appeal should be circulated to Hon. Members.

The papers relating to Mr. Francis' dismissal were circulated, as involving loss of appt. to a Govt. servant of standing. The appeal is disposed of by Mr. [illegible], who is in charge of the P.W. portfolio. If W thinks that the present papers should go round, they will be sent, & his orders might perhaps be taken.

Cy
13/4/97

Not necessary
13/4/97

W.
For favour of orders.
AWMS.
13/4/97.

Pr. S. 1
2835/97

BACK PAPERS

Pu.s. 2535/87

G.O. 3439 W / 2/12/86

W

Submitted with reference to the Hon'ble Bliss' remark.

The Hon. apparently passes the draft, & so does the Hon'ble Grose.

It has been decided by A.G. that charge laid against Mr French overshadows all the rest, & on this charge he is dismissed.

The ~~draft~~ G.O. might perhaps now issue.

C.E.
30/11/86

30/11/86

BACK PAPERS

Pmd

Draft Tel.

Has not H.E.'s desire to go to the other H.M.'s?

on Mr Francis' case submitted.

It is proposed to print Tabular Statement No 2 as an annexure to the Pass., omitting all references to "flags", & altering the heading of the 3d column to merely "Remarks".

CLJ
17.11.96.

Yes.
CHW
18.11.96.

Bd

As it is a case of [illegible]usual, it would be well to circulate the file to Hons. — Suggested that the Draft Tel. be sent to H.E. & Hon'ble Hons., &

PL.S.1
2535(17)

Dept. 2.
on the Genl.
are submitted
for perusal
to print Schedule
[illegible] & the 2
& an annexure &
the Perm., and
all reference to
"Gen". for allotting
the heads of the
"Column"
[illegible] "Remarks"

the final decision will then
be stamped with the approp.
brand of all members
of Govt. –

It is a matter
for W to decide. –

Ch
18/11/96

W. The above
procedure is recommended

CHM
18.11.96.

Yes
18/11/96

H.C.

Did all Mr
French's accounts, while he
was employed at Jeypore Agency
go to C.?

CHM
28.8.96

D.W.

The expenditure appeared in the Civil Accounts and there was thus no necessity for the accounts being sent to C.

Maj
28/8/96

To whom should we refer for any particular voucher?

CHM
28.8

D.W.

The Accountant General, Madras

Maj
28/8/96

Pl.S.1
2535/27

Mr E. A. French's case

DW

Submitted with refce

~~D~~ H.E.'s note —

Mr French is a
Sub Ovst 2nd grade,
pay Rs 250 per
mensem —

As regards au=
thority ~~for~~ dismissal, —
Code para 57, Chapter IV
Vol I rules that when
no special rule is laid
down, the authority by
which a person was
appointed is ~~competent~~
competent to dismiss
him —

E.W. is the au=
thority by whom upper
subordinates are appointed,
~~but~~ in the case of
permanent upper
~~and~~ subordinates above
the grade of overseer
a special rule is laid
down in para 46 of
the same chapter —

Pw.s.1
2535(27)

BACK PAPERS

viz. – serious cases of misconduct on the part of such men must be reported to Govt, with whom apparently the ultimate decision lies.

C. L.
10/11/96

S.A.W.
Was he also receiving R^s 250 then employed in the Agency?

C.W.W.
10.11.96.

D.W.

While employed on the Jeypore Estate as Estate Engineer Mr French drew a salary of Rs 460 per mensem, exclusive of ~~pensionary~~ pensionary Contribution which was paid by the Estate.

C. L.
10/11/96

S.A.W.
* What is that?
2. Was he Sub Engineer 3rd grade in whole time?
C.W.W.
10.11.96.

P.W.S.1
2535/87

D.W.

Mr French, while employed in Jeypore, had to pay the British Govt. a contribution of 1/6th the pay he drew as Estate Engineer – vide art 823 (b)(ii) C.S.R.

His pay there was Rs 460, & the contribution was Rs 76-10-8. This last mentioned sum was paid for him by the Estate, so that he had Rs 460 per m. clear.

(2) His grading in the P.W.D. throughout the period of his employment in Jeypore was Sub Engr 3rd Grade.

C. L.
10/11/96

W.
Note for H.E. herewith.
C.W.W.
11/11/96.

Mr French's case

OS333

The papers forwarded herewith refer to certain charges brought against Mr P. A. French Asst Engr by Mr Wallach Ex. Agent and Mr de Morgan Supdg Engr

The circumstances are fully explained in the note & tabular statement prepared by the Under Secy P.W. who has gone very thoroughly into the matter. There are numerous charges but two of them are so serious compared to the others that it will be only necessary to consider them [illegible] if proven they will be quite sufficient to justify the dismissal of Mr French, for his prosecution for fraud.

Mr French who [illegible] in Jeypore, [illegible] [illegible] [illegible] of 162 [illegible] [illegible] [illegible] 823 (b)(ii) C.S.R.

[illegible] Rs 460 [illegible] Rs 76-10-8 [illegible] [illegible] [illegible] Rs 460 [illegible]

(2) [illegible] P.W.D. [illegible] [illegible] employ= [illegible] in Jeypore [illegible] Sub-Div. 3 [illegible]

P.W.S. 2535/27

The first of these accusations
charges is giving on 3 different
occasions advance of Rs ~~2000~~ 3000
for 300 yards of lime only 61½ yards of
which were received.

The facts of the case are fully
set forth in the ~~[illegible]~~ &
tabular statement and it
is evident that Mr French
gave 2nd & 3rd advances
Rs 2000 before ~~[illegible]~~ being told
the ~~[illegible]~~ value of his first
advance of Rs 1000 had
been received, further that
he signed a certificate that
payment was made on
materials actually received.
His explanation on this point
is exceedingly unsatisfactory
& cannot be accepted.

The second accusation charge is
that ~~[illegible]~~ Mr French made a
present to the contractor of limestone
~~[illegible]~~ belonging to the Public
Works Dept to the [illegible]

[illegible] to the contractor the
300 yards of lime for which
he had ~~given~~ received an advance
of Rs 2000. Mr French
states in his defence that
the contractor asked for
the lime wishing to burn
lime on a pressing being
made by the Accountant General
& in former [illegible] the results
explaining of the
on account of the transaction
[illegible] can be found.

After full consideration of
all the circumstances connected
with these two charges I am
convinced that they have
been fully proved. I am
of opinion that Mr French
should be dismissed & it
is a question whether he
should not be prosecuted
for falsely signing a certificate
of payment for materials
received that had ~~been not~~
actually not been & which were never received.

22/3/86

BACK PAPERS

Circ 2835

3011

H.C.
Ja
D

CAW.

Circ 2850 from the S.E. I Circle, on the same subject, was sent to Govt for orders on the 9th inst.

This current might be submitted for orders in connection with the former

Cu
17.4.95

W

Submitted in continuation of the former papers.

R.S.
19 Ap 95

CWS
19/4 95

the P.W. Dept.

KW
W

3011

Capt

Mr French's services cannot be d/s and any longer, and it is necessary that he should return to the P. W. Department at once ~~without further delay~~ —

It is obvious that ~~the~~ his services were not in the first instance for three years, which period expired on the 3 – – – December last —

No further delay in carrying out these orders can be permitted —

D 20.2

C No 9693

S.W.

In para 11 of his appeal, Mr French says that he was both Executive Officer and disbursing Officer. That his making is today a false statement as Executive Officer in regard to receipt of materials in a document to be passed by him as disbursing officer is of no consequence, because it would not be possible to deceive himself: but the contention was that the certificate would deceive the controlling authority of the disbursing officer, presumably the Accountant General. Is that not the case? Or through whom did the

---

Cir. 2835

On

Memorial from S. French, appealing against his dismissal, is submitted for orders —

You will no doubt note in detail on the merits of the case, & only brief remarks as regards procedure are submitted —

(1) Mr French protests against the P.W. Code being quoted against him, in regard to matters which happened when he was not serving under the P.W.D., & not working under the provisions of the Code — As regards this, the reports of the agency officers against Mr French were transferred by the Judl. Dept. to the P.W. Dept. for

posal; & as the case was
be judged in the P.W.
cept, it could only have
been judged from the
standpoint of P.W. rules.

2) With respect to Mr
rench's contention that a
system of advances ~~[illegible]~~
prevailed in the Agency,
we have Mr Taylor's state-
ment to the contrary, ex-
cepting small advances not
exceeding Rs 100, which were
always secured by documents

(3) With reference to the
lime stone which Mr French
was alleged to have made
a present of to Mr Fletcher,
Mr French submits extracts
from the cash books of
of the Vizagapatam Dy office
dated 8th Jany & 5th July 1896,
to show that two sums of
Rs 111 & Rs 53-8- had been
brought to credit as the
sale proceeds of the stone.
Mr Taylor stated in his
memo of 6.1.96 that the
lime stone had been re-
moved without payment,

Contract certificates
come?

CWRS
23-3-97.

DW

It is not clear that
the Accountant General had
anything to do with the
matter - Mr French was
working in an estate which
had passed away from
the control of the Court
of Wards & had been
handed over to the Maha-
rajah - It is not likely
that the Acct. Genl had
anything to do with the
audit of the accounts -
There was an Estate
manager, & he, if any
one, would compile the
accounts for the Maharajah.
If desired the Pub. Dept
might be asked to explain
how the accounts of works
executed by the Estate
engineer were audited.

This
seems
necessary.
CWRS
23/3/97

Nothing however will
alter the fact that Mr
French signed completion
certificates for materials
not supplied. Cs
23/3/97

& that the question of
payment for it had su
been dealt with in the
P.W.D. It looks there
as if the recoveries wa
made after it was re
ported that Mr Fletcher
had been
~~was~~ allowed to remove the
stone without payment.
However Mr French was
not dismissed on this
charge.

(4). Mr French com-
plains that charges against
him were not really
formulated ~~against him~~
until he was furnished
with the G.O. dismissing
him. Code para 52,
Ch. IV, Vol I states that
the specific ~~charges~~ grounds
on which it is proposed
to dismiss a person should
be reduced to writing &
furnished to him, the
defence or explanation
of the person should be
taken, & the final decision
should be recorded in

retiring. The specific charges against Mr French were contained in Mr Willcocks' letter No 249 of 28th July 1876, and this letter was sent to him for explanation. Thus the charges were furnished to him & his defence taken, & on this statement of charges & his explanation, he was judged. The statement attached to the GO. dismissing him, was only a précis of the correspondence which had already taken place, & did not fulminate fresh charges against him.

(5) Mr French next points out that while these serious charges were hanging over his head, he was not placed under suspension, as required by Code para 49. Ch. IV Vol I. [illegible] the papers

containing the charges were received at Madras from the Govt. Dept in April 1876, & they were sent to Ooty with complete file and with Tabular Statement No 1, early in May 1876. The case was then dealt with entirely at Ootacamund, until the return of the Govt. to the plains. When Mr French was called on for explanation in ~~by~~ the memo. from Ooty No 437 D of 15. 6. 76, it is possible he should at once have been placed under suspension, but the fact remains that he was not. Mr French was thus granted the benefit of drawing full pay up to Dec, but apparently his plaint is that if he had been placed under suspension, he would ~~have~~ more clearly have realised the serious nature of the charges against him.

The G.O. finally disposing of the case was drafted at Madras by me after the return of Govt. The G.O. was dated 2nd Decr, but took a little time to prepare for press. It was sent to press on 4th Decr, with instructions to "print soon", but when I ascertained that on account of the tabular statement, it would be some time in being put into type, I personally brought to H.E.'s notice on Saturday, 5th Decr, that while an order dismissing Mr French had been passed & sent to press, Mr French himself was still at

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work with full res abilities – Mr Thompson ~~&~~ ordered that a tel should be sent to th S.G. suspending Mr F & this was done on the same day (Saturday 5th Dec

The G.O. directed Mr French's dismissal from date of receipt of the G.O., & therefore the telegram only ordered his suspension, & did not intimate his dismissal. Mr French says that his suspension was unnecessary after his ~~suspension~~ dismissal had been decided upon, but the order of dismissal had to be printed after it was dated, & did not actually issue until 15th Decr. – His suspension by telegraphic order therefore was necessary.

There is no

BACK PAPERS

on to traverse the
morialist's statements as
his good record
before this trouble fell
on him, but no doubt
it was all considered
before the case was
submitted to Govt.

The memorial
must be submitted
to His Exy. with a
note for orders.

Cm
22.3.97

Indexed.