

G.O., No. 3079-80 W

DATED 5 November 1897

[Despatch Abstract.]

M^r E. A. French late Sub Engineer: Ordered
that the memorial from — appealing against
the order of this Government dismissing him from
the public service, be forwarded to the Gov^t
of India.

Forwarded.

Dr
5.11.97

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2. The facts of the case are as follows. The memorialist who was a Sub Engineer, 3rd grade, was on the

5th December 1892 appointed, for a period of 2 years, Engineer to the Mysore State in the Agency tracts of the Vizagapatam district on a salary of Rs 460 per mensem plus travelling allowance of Rs 4-8-0 per mensem, exclusive of the pensionary contribution required under Article 823(6)(ii) of the C.S. Regulations. The Ag. Agent to the Governor in Vizagapatam having declined to recommend Mr. French for an increase of pay to Rs 600 for which he applied, the memorialist reverted at his own request in May 1895 to the position previously held in the P.W.D. Subsequently, however, the Agent to the Governor in Vizagapatam, in a letter No. 249 dated 28th Febry 1896 brought several charges against Mr. French regarding his conduct while State Engineer. The Suptg. Engineer, Chingle, also brought some further charges against the Sub Engineer. The tabular statement attached to G.O. No. 3439 W dated 2nd Decr. 1896 contains an abstract of these charges. This Govt., however, considered it necessary to deal only with the two most serious of the charges as if proved such punishment as might be meted out on their account would cover the other charges of alleged neglect in regard

*
on 24th Febry 1894
14th March 1894
7th Sept. 1894

Slag. H

regard to the construction of certain buildings and roads. These two serious charges are

(i) that Mr. French on three different occasions gave advances of Rs 3,000 at a time to a Mr. Fletcher, a contractor with whom he was on terms of the greatest intimacy, for 300 garces of lime only 61 $\frac{1}{2}$ garces of which were ever received. The correspondence shows that Mr. French made a second and a third advance of Rs 3,000 before lime to the value of the first advance had been received. Further, that he signed certificates that payments were made on materials actually received, that the necessary measurements had been made by him and that the work had been satisfactorily performed.

(ii) that he made a present to the contractor mentioned of limestone belonging to the Pottinghi-Koraput road to enable him to manufacture the 300 garces of lime for which he received an advance of Rs 9,000.

3. The charges made by Mr. Willcock were forwarded to Mr. French for explanation. As regards the first of the two serious charges referred to, Mr. French's defence is that when in charge of Koraput Sub division from 1890 to 1892 he, at the

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 stated, 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 ^{govt.} contractor to take it up on the same lines, the lime being supplied direct to the maistries on the different works. As he found the arrangement to act well, and without loss to Govt. till Decr. 1892, he adopted the same system of advances while in charge of Agency works and did not introduce any new method "to play into Mr. Fletcher's hands 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

was no particular reason for taking exception to the system which he states to be prevalent among Agency officials. He quotes the Estate Manager, Mr. Taylor, himself as having given him authority to make advances up to 75 p.c. 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 Govt. for doing as others had done before. The Sub Engineer admits having signed the certificates, 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".

Mr. French from his long experience in the P.W. Dept. must have known that advances to contractors are not generally recognized by Govt. In fact they are absolutely prohibite

the prohibited as a rule, and they should,
under paragraph 33, Chap. VIII, Vol. I of
the P.W. Code, only be granted with
the express sanction of the local Govt.,
and after taking the necessary pre-
cautions. In the present case the
Sub Engineer obtained neither the
sanction of Govt., nor even that of
the Agent. It has further been ascer-
tained that only advances of a
very petty nature were allowed in
the Agency tracts, and these were
always secured by documents. But
this is not the worst aspect of the
case. A reference to the bills show
that they do not 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
aggregates. As scarcely one fifth of the
amount certified to as having been
so measured ever existed, it is clear
of that Mr. French defrauded the
estate by making three distinct
false statements. By signing the
form which he did sign on three
occasions, he must have known
that he was deceiving the controlling
officer.

Defrauded
Send a
copy of the bill
form. P.W.

officer in regard to the
payments made; and he violated
rules 1, 2 & 3 of the "notes" on the bill
form. He made no note on any 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.

4. Mr. French's explanation with
reference to the second serious charge
is that the contractor paid for the
limestone supplied to him. This Govt.
considers that this charge has not
been completely substantiated, but
the first charge having been com-
pletely proved against Mr. French,
it was decided to dismiss him from
the public service.

5. In March last Mr. French
submitted an appeal against the
order dismissing him, but after
considering the facts & arguments
therein advanced, this Govt. saw
no reason to modify G.O. No 3439W
dated 2nd Decr. 1896 in his favour.

6. In his present memorial
Mr.

Flag? H

...man urges that it was
ultra vires for this Govt. to dismiss
him for faults found in him in
his capacity as Estate Engineer, as
he was then virtually in private,
not Govt., 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 with by that office and that
his services could only have been
dispensed with as Estate Engineer.
As regards the charge on which he
was dismissed he pleads that
it was not fair to apply the pro-
visions of the P.W. Code to the
case; that he was left practically
uncontrolled in the execution of
works there being no officer of pro-
fessional qualifications above
him, & that he acted to the
best of his discretion in making
advances and was to a great
extent controlled by the practice
prevailing among all officers
of the Estate.
With reference to this
argument
officer

argument, I am to state that
Mr French was in foreign service
of the second kind under Article
802 of the C.S. Regulations. His em-
ployer was the Board of Revenue
which occupies the same position
towards estates in the scheduled
districts ^{as} ~~which~~ the Court of Wards
does elsewhere in the Presidency, and
as the case was reported by it
for disposal in this Dept., it could
only be dealt with under P.W.D.
rules. Mr French's accounts were
checked in the office of the Agent
to the Governor in precisely the
same way as those of a Local
Fund Engineer, and had he not
falsely stated that this large
quantity of lime had been
delivered, the irregularity would
have been checked by his superior
officer, the Agent. Mr French must
have known, by describing advances
as payments made for materials
received, that he was deceiving
the controlling officer in regard
to the nature of these payments,
for

for he made no note on any of the bills which might lead any one to suppose that they could possibly be advances; in fact he distinctly described them as quite different.

8. His remarks about other officers of the agency making advances falls 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, and the advances which they were allowed to make were of a petty nature and always secured by documents.

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.

9. It may be added that no security was taken by Mr. French from Mr. Fletcher for the large sum advanced nor was any contract or agreement drawn up.

officer

up. This large advance was made to a man without any capital 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". In fact the matter of the advance was not brought to the Agents' notice till the 22nd April 1895 when Mr. French had fallen out with Mr. Fletcher and was on the eve of handing over charge of the estate. In para 12 of his memorial Mr. French brings to notice the fact that when handing over charge, he recorded a note on the materials-at-site statement that 300 gages were still to be delivered ^{by} Mr. Fletcher. This he submits should be accepted as evidence in his favour as not being the conduct of a man who had been guilty of malpractices. But as he had previously certified that he had received the line in 1894, this statement was

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in reality a confession that
he had been guilty of malpractices,
if not of collusion with the con-
tractor.

10. The second charge referred
to in para 12 of Mr French's
memorial need not be discussed
as he was not dismissed on this
charge.

11. In para 15 the memorialist
complains of the summary manner
in which his services have been
dispensed with. The specific charges
against Mr French were contained
in Mr Willock's letter No 249 dated
28th Feby 1896, and this letter
was sent to him for explanation.
Thus the charges were furnished
to him and his defence taken &
on this he was judged. The state-
ment attached to the L.O. dis-
missing him was only a précis
of the correspondence which had
already taken place and did
not contain any fresh charges
against him.

12. After considering all the
arguments

office

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arguments advanced by Mr.
French, the fact still remains
unaltered that he signed com-
pletion certificates for materials
not supplied. This charge against
him has been completely ~~proved~~
substantiated, and proves his
unfitness to remain in the
public service. His Excy. the
Governor in Council can therefore
make no recommendation on
the memorialist's behalf.

5/10/97

least
with memorial
24 enclosed
5/11/97

Rur.

cross
6-10-97

W
off

Public Works (1897) Department.

CURRENT No. 9693

Order

From

Mr. E. A. French
Late Sub Engineer
P. & S.

No.

Dated 29 May 1897

Received 1 June 1897

Enclosures 23-24

Spare copies

SUBJECT.

Submits for transmission
to the Govt of India a memorial
against the order of the Madras
Govt dismissing him from
the service.

Recd

R. 63074

1/10/97

He values question
in French. Value 49/5.
2/6/97

BACK PAPERS.

FURTHER PAPERS.

Bellevue
29th May 1897

From

Mr. E. A. French
Labor-Engineer P. W. Dept.

To

Col. D. Wth Hill Campbell
R. E.

Secretary to Government
P. W. Dept: Madras
Ootacamund

Lee

I beg to enclose an appeal
to the Governor General in Council
(with twenty exhibits attached)
against the orders of the Govern-
ment of India, dated the 2nd
December 1896, no 3439-W-
and 14th April 1897, no: 1038-
W. having reference to my re-
moval from the service.
I beg to say that I am well