for Jal Charlesworths Land 1914 25 apr You day Conf. see June judges word as Jannahills award exceeded ast previous Paper. This and cannot be reduced, his 24943 decision is to value thus appeld ho Acas Sin G. Zulder. W Taunahills award or £26488 /25 , at me time we feared that it might book Leovoo to get this land ? Putby acer 28/14 4. 2.R. Jane 92 20/10/14

extension of six months service was to be without, pay, it is unfortunate that there is no letter or memorandum left by H.E. Sir Percy directed to confirm this statement. There is also the fact that, as stated in parer-and 4, Mr Wright is told that if he completed 30 months service he would be entitled to leave, and this was again confirmed when the retention of his services, as also shewn in paragraph 9, was further confirmed.

The P.W.D. has the opportunity of dispensing with Mr Gordon Wright's services at the completion of the first twelve months of his service in accordance with the terms of his Agreement. They did not take advantage of this Clause, but extended his Agreement for six months in order that he might find embloyment elsewhers. Later, for their pen convenience, they extended it to the full original period of 50 months and this being the case, and recognizing that they did so knowing that Mr. Wright was incapable, we consider that and liability in this matter rests upon the Government, and that Mr Wright should be given and leave due to him in accordance with the usual conditions.

Sd. A.F. CHURCH.

Chief Engineer, Uganda Railway extension of six months service was to be without pay, if is unfortunate that there is no Tetter of memoranum left by M.M. Sir Percy Girquard to confirm this statement. There is also the fact that, us stated in pregraph 9, Mr Wright is told that if he completed 30 months service he would be entitled to leave, and this was at ain confirmed when the retention of his services, as also shewn in paragraph 5, was further confirmed.

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Sd. A.F. CHURCH.

Chief Engineer, Uganda Railway should have been the outside figure that his part of the work cost, instead of orem, 10 costs.

With regard to the Post of the building at it is difficult to say what overexpends the was incurred becomes the ad adepartison to go upon, but many economies were effected in the internal construction, and there is no doubt but that the building tost far more money than it should have done.

Against this excessive cost is to be get the fact that Mr Gordon Wright was considered incompetent. It had been reported to the Administration that he was incompetent, his engagement was extended for the convenience of the Government, and although he was considered incompetent as a Temporary Assistant Engineer, he was actually put in charge of the work of a Division.

of Public Works, in his letter 301/241 (para.12), regarding over expenditure at Mairobi he states:-

The excess on labour is due to lack of supervision. An Assistant Engineer was available for a portion of the year only, and for the remaining portion the Division had to be carried on by one Engineer, which makes proper supervision impossible.

If the weight of the work of a Division being thrown upon one Executive Engineer who isa known competent man renders proper supervision impossible, it is hardly reasonable to expect that an incompetent man working under the

which report to the condition named as a paragraph Athat the leave for the river.

by the Government Architect.

21. From the system of accounts kept by the P.W.D. there is no reason why the expense up to any one day should not be known within two days of that date. As nearly as can be arrived at, the amount of masonry built at the three that Mr Gordon Wright took over charge was 3,070 cubic feet, which had cost 16.67 cents per cubic foot, and on which 286 days of masons! labour had been expended. Mr Wright completed the building with \$3,414 feet of masonry, and 6,635 (oubte feet of plastering, with 1,353 days of masons! labour.

If a third of a square per mason per day be allowed for the plastering work, and this is a very moderate estimate of a day s work, it leaves 1,153 days of masons? Ladeur for 3,414 cubic feet of masonry, costing 70.27 cents per cubic foot a sainst 16.67 cents the work had previously cost.

There is the fact that the work before Mr Wright took over included the plinth and all the inside walle, which would not require to be so highly finished as the remainder of the building, and also that a great deal of the completed work could be reached without scaffolding, but Mr Gordon Wright's work also included 750 cubic feet of masonry in the servent quarters which would come under very nearly the same conditions as the work done by his predecessor. There is no reason, therefore, wi his work should have cost, giving him the most . Cortales - seaure d'emple concumentations than 50% higher than the 16.67 cents already mentioned, and therefore 25 centera cubic foot should

Mr Gordon Wright is to blame. He left in July when one house was only plinth bid, the other Rouse not quite so high. He may have shown an untelligent interpretation of the plans, but he was under the direct orders or a frecutive Engineer, and any action on his part arising from want of intelligence should, and could, have been rectified at the time.

The explanation of the Executive Engineer on this over expenditure does not mention Mr Wright in any way. The explanation given to the Secretary of State (para 12) and which he has excepted, as satisfactory, does not include any causes that Mr Wright could have influenced. It is, therefore, we consider, not right to connect Mr Gordon Wright with the over expenditure on the two houses at Matroil.

20. With reference to issues loss 2 and 3 the cost of the Treasury House at Mombass, and the question of leave, these two are so closely connected that they had better be taken together.

There is no doubt but that the cost of the work at Mombasa as carried out by Mr Gordon.

Wright is excessively high. In his petition dated 13th January, 1914, Mr Gordon Wright states that the building was only plinth high when he took charge. This statement as he admits, is incorrect, as the building was over the arches and nearly up to the first floor level. He also expenditure for a state of the state o

donducted under his charge, it is noted let int
His Excellency may decide to withheld privile es
of leave pay subsequent to the termination of his
many. Mr Cordon Wright objected to the terms of
the above quoted letter; and in a petition be
His Excellency deted letter; and in a petition be
His Excellency deted letter and in a petition be
as Board of Enquiry might be granted to go into
the correctness or otherwise of the charges
brought against him as they are detrimental to
his professional career. The Director of Public
Works in forwarding this petition to the Chief
Secretary under his No. 47/18 dated 29th January
1914 states:-

- I have, of course, no objection to my strictures upon Mr Gordon wright being enquired into in any degree of detail. I consider the present complaint however to be a singularly ill supported one. The question as to whether my intimation to him is detrimental to his professional career or not rests entirely with himself as my communication was forwarded to him as a confidential one.
- 18. The case resolves itself into three issues, viz:-
 - (1) The cost of two houses at Nairoui.
 - (2) The cost of the Treasury house at Mombasa.
 - (3) The question of Leave.

We have seen Mr McGregor Ross, Mr Tanner, Mr Rand Overy, Mr Stedman and Mr Gordon Wright, and have examined all the Secretariat and P.W.D. files bearing on the ones, and also the wages and atores vouchers of the Mombasa District for the time the Treasury Modse was under construction, and have arrived at has following conclusions.

on the the paper of periods, we do not consider.

17. In a Confidential letter to Mr Gordon Wright, No. 348/18 dated 27th December 1913 the Director of Public Works draws Mr Wright's attention to the fact that the two bungalows on Hospital Hill, Nairooi, were overexpended by 2345, and the Treasury House at Mombasa by £140, and that he is convinced that so heavy an overexpenditure can only be due to laxity of control on the part of Mr Wright, and that in the convergence of the part of Mr Wright, and that in the convergence of the part of Mr Wright, and that in the convergence of the part of Mr Wright, and that in the convergence of the part of Mr Wright, and that in the convergence of the part of Mr Wright, and that in the convergence of the convergence of the part of Mr Wright, and that in the convergence of the part of Mr Wright and that in the convergence of the con

Rs.

(6) Boye' Quarters. Same remark
as item 5.
Coral stone building condects
floor. Foor. Iron reof 578
aup. Teet @ Re.2.50 per 8. foot

1781

(7) Difference in cost of tile boof, so over corr, from roof - say

750

(8) Pipe ling-

168

. Total Rs.

3825

NOTE. In item 6 there is an error in calculation of Rs.298 so that the total estimated excess through apparent alterations and additions to the original drawings should be Rs.3537 and not Rs.3520. This error does not appear to have been previously noticed.

14. The Acting Director of Public Works in his letter 301/41 (referred to in para 12) does not consider Items (1),(2),(3),(4),(6),(7) and

(8) as any cause for extra expenditure.

15. The excess expenditure was reported to the Secretary of State for the Colonies in despatch No. 705 dated September 10th 1915, the reacons given being the same as those contained in the acting Directory of Public Works' letter No. 301/41 of June 14th 1913, (para 12) and permission was asked that it might be met out of sayings.

In his reply No. 871 dated 16th October 1913 the Secretary of State writes

I note that the acting Director of Public. Works considers that the excess is in some measure due to the inefficiency of the Engineer in Charge, Mr G. Wright. I have to request that you will inform me to what extent the responsibility can be laid upon this Officer, and whether you consider that some portion of the excess expenditure incurred should be retovered from him, at the true whether directions action of

rio. In a confice did desputed from the d

- (a) To lack of intelligent Supervision on the mariast the acting Executives as Engineer, ir Wright.
 - (b) To the squaring of the stone to an unnecessary extent. This is not as large ibem and would represent some Rs.200.
 - (c) Supply of tanks or temporary use till water supply is available.

The excess were ultimately determined at 2345 for the two houses at Nairooi and 2140 for the house at Mombasa.

- 13. The Government Architect inspected
 the work at Momoase from March 3rd to March 6th
 1913 and reported on excessive labour. On March
 13th Mr Gordon Wright reported that there would
 be an excess on the Tressury house at Momo sa,
 and on April 14th 1913 went fully into the
 probable excess expenditure and put 14 down to the
 following causes.
 - (1) Height of plinth 3'6" this involved extra masonry in walls. 1000 c. feet Rs stone at Rs.30 per 100
 - (2) The substitution of concrete floors on ground floor in place of joists and flooring. This was advisable owing to the prevalence of white anterial involved heavy filling 3300 c. feet stone @ 4.50 = 148.50 Lebour
 - (3) Extra work on front steps owing to height of plinth 45
 - (4) Cement work on face of building in lieu of the usual lime plaster 45
 - (b) Cost of tanks and erection. I can only conclude that a tank was innovertently omitted from the driess i estimates as as no plans were sent for the usbal uncertourn tank, and no methion was made return tank.

Wright's work, the amount provided for three buildings have been seriously over expended due to lack of proper supervision for work. Whe Wright has not the gift of getting work out of men, not of pushing work in any way.

The Provincial Commissioner of Mombass, in forwarding Mr Wright's petition, speaks favorably of the way the work in his province is being supervised by that gentleman, although not in agreement with the way subordinate supervision is being supplied by the Public Works Department. 11. On the 29th May 1913, the Acting Director of Public Works was informed that his Excellency approved of the payment of duty allowance to Mr Gordon Wright with effect from the 1st April 1913 during the period that he is

12. On the 14th June 1913 the Acting Director of Public Works in his letter 301/41 reported the excess expenditure on certain buildings at Nairobi and Mombusa and for the Nairobi houses gave the following explanation

doing the work of an Executive Engineer.

(a) That the charges for labour are excessive due to lack of affective supervision.

(b) That a portion of the excess is due to increased cost of transport last year and delay in delivery of materials. The local transport riders were unable to cope with the sudden boom in the building trade.

(c) The steady rise in the cost of materials both local and imported which still continues.

(d) Shortage of labour and extra expense incurred by inability to keep artizans supplied with materials and assistance.

(a) The excess on labour is due to lack of expervision. An Assistant Engineer was available for a portion of the year only, and for the remaining portion the district had to be corried on by one matter all of the proper expervision to the proper experiment.

For the house at Monbase the reasons given were as

that he should make application the Director's Public Works, Uganda, for employment in that Protestorate.

- On November 14th 1912 Mr Wright applied for the extension of his services to the full period his agreement allowed and in connection with this application the Director of Public -Works applied to the Chief Secretary, in his No. 541/18 dated 27th November 1912, for permission to extend Mr Wright's services and to place him in charge of the Mombasa district, AN INDEPENDENT CHARGE, until the 21st February 1914, when he would be given a retgurn passage to England and three months leave. This was approved of, but the proviso was added that the extension did not necessarily guarantee the retention of Mr Wright's services for the whole of the 2g years. On December 4th 1912 Mr Wright was transferred to Mombasa, and on the 14th Jahuary 1913 the Acting Director of Public Works informed him that if he completed 30 months service he would be entitled to 3 months leave on the usual terms.
- 10. On the 13th May 1913 Mr Gordon Wright petitioned H.E. the Governor that he might be granted an acting allowance for the time he should be in charge of the Mombasa district, and also that he might be given an increment. The Acting Director of Public Works in forwarding this position commented adversely on Mr Bright's talk. The Tright's talk to the Confidential report of actin deptember 4913 (Bern 4) and the

Since that letter was written I have had further cause to be disatisfied with Mright's before the letter/in queation was written, as Sir Percy Circuard Left East Africa on 26th.

February 1912 and the service of the Government in July 1912. There does not appear to be any written instructions from Sir Percy Gircuard as to the alteration proposed to be made in Mr Wright's agreement, and it would appear necessary that such instructions should emanate from H.E. the Governor, as being the sole person in this country who had the power to make any alteration in an agreement made by and on behalf of His Majesty's Government.

6. This alteration is again emphasized by the Director of Public Works in his Confidential No. 9/18 dated January 7th 1914.

I shall be glad to know whether his leave pay is to be withheld or not. I recommend that at any rate it should not be paid in full on the grounds that it was Sir Percy Girouard's ruling that a certain 6 months of his service was distinctly to be without leave.

7. The terms in the Director of Public
Works' Confidential letter of September 2nd 1912
were:-

- (a) That His Excellency is not disposed to formally extend his term of service for the further period of eighteen months that his agreement allows of.
- (b) That in view of the probability of other professional employment being open to him in the near future, His Excellency is willing for him to remain on duty, without leave accuming in respect of his service, for a further period up to a total of six months in order that proposals now under consideration have.
- 8. On September Title 1912, the Director of Public North, in the Conditions align thouse as the conditions align the conditions are setting to the conditions and the conditions are conditioned.

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Magnaghten, Executive Engineer, on August 27th 1912. Beyond the statement that Mr Cordon Wright

is seldem to be found in the Office or on the works after 4 p.m.

the report is a favourable one, and recommends the retention of Mr Wright's service as

with a little more office experience he is sure to prove himself a useful asset to the Government.

- 3. On the 22nd June 1912 Mr Gordon Wright, in compliance with the terms of his agreement expressed his willingness to continue in the employ of the Government, but there does not appear to have been any written reply to this letter.
- 4. On September 2nd 1912 the Director of Public Works in a confidential report to the Chief Secretary upon Mr Wright states that he had two interviews with H.E. the Governor on the subject of the continuation of Mr Wright's agreement, and while he cannot recommend that an extension for the FULL period of eighteen months, he recommends that an extension of six months shall be made. This was agreed to in the Secretariat despatch No. 3790 dated September 10th 1912, and Mr Gordon Wright was informed of this decision in the Director of Public Works' letter to him on September 14th 1912.
- 5. The Director of Public Works recommends
 this extension of Six monable employment ON THE
 TODGS LID TO THE
 TODGS LID THE CASE LIEV MUST Nove two made of monables

Ju con with

IN CLOSURE No 2

DS.

GOVERNMENT BUILDINGS.

Works Department lay the responsibility of excess expenditure on certain Government buildings in Nairobi and Mombasa upon a temporary Assistant Engineer, Mr Gordon Wright, and as an alternative to recovering the excess expenditure, or part of it, from Mr Wright recommend that he shall not be given any privilege leave, or leave pay, that he might have been entitled to under the terms of his agreement.

Mr Wright was engaged as a temporary 2: Assistant Engineer with effect from the 21st September 1911 for a period of 12 months at a salary of £300 per annum, with the prospect of extending the period of his engagement to 22 years, in which case he would become entitled & to leave under the rules in force in the Protectorate if he completed the full term of 24 years' service. He first worked under Mr ! Creswell (Executive Engineer) on the Uasin Gishu Road, and that officer reported very adversely upon him on January 18th 1912. A proposal made by the Acting Chief Secretary that Mr Wright should have a chance of replying to Mr Oreswell's charges was not approved of . he was, after that weport, ironsferred to Naireti, and was again reported upon by Mr Machaphten,

A.

entitied to the usual leave is accordance bith the Regular tions, this was confirmed later in a letter 10.2/18 sated Jamesry 14th 1915; infer ne other arrangement gould I have seen my way to extend my services after flateringary 1917.

As Mr. Mcorg or Ross in his communications to the secretary of State has seen fit to hold me personally responsible for overexpenditure, such a statement being astrimental to my Professional career, I have the honour to request, hat I may be granted a Board of Folurry prior to 21st warch prox. on which date my agreement with the Secretary of State for service is this Country expires.

I also have the honour to request that the wifes in connection with these works may be called for to substantiate the points put forward in this leiber.

I have the honour to be Sir,

Sd/- C.G. Wright.

Your obedient.

Re the Treasury House at Mombasa.

That I was in charge of this bungalow from just

- That two menths prior to the completion of same I reported a probable overexpenditure of \$200, and continue for hardly be accused of "laxity of control."
- 3. That the Chief Accountant was sent to Mombasa to go into the matter and a full report was sent in by me at the time explaining this overexpenditure.
- 4. That to the best of my knowledge no quantities were taken out, and no estimate ever prepared for this work and if taken out, were not submitted to myself as Officer in charge of the work.

That important items such as Tanks, and outhouses were an afterthought and not on the original plans, and the necessity for same were pointed out by me and sanctioned applied for to the Acting Director of Public Works to eract same.

I might point out that in the only case when I did receive quantities for a work in which I was in charge, was the work of the Treasury Extension Mombasa, wherein I found an error involving the sum of five hundred rupees, and on enquiring o what this deficit was to be charged, was informed that it was a charge against Contingencies, this depriving the officer in charge of this item and inviting overexpenditure.

I think this explains the unavoidable overexpenditure in Mombase.

Re para 4 of the Birector of Public Works' lotter.

bor 1918 Least Fisch Tack Les Charles and the Commission by Mr. Notreion Ross and absorbes same on Association understanding that should I complete 30 menths, I should be

ron C.G. Wright. A.V.I.C.E.

Assistant Engineer-in-Charge, Wismayu,

ATPARIS Excellency Sir Henry Conway Belfield, C.H.

Caronan The Director of Public Works, Mairobi.

Sir.

I have the henour to attach herewith a copy of a letter No.348/18 dated 27th Tecember 1913 received from the Pirector of Public Works and to her to state the following resume.

Re the overexpenditure on the two Bungalows on Hospital ill, Nairobi,

- two bungalows, the work having been carried out by the Executive Engineer under whose orders I was. In support of this statement I have to refer you to a letter dated 29th Pebruary 1912, in which the Director of Public Works writes "This transfer is to the position of Assistant Engineer of various scattered works in Mairobi, where you will be under the orders of Executive Engineer Br. Blain."
- 2. That no accounts in connection with same passed through my hands, and I was therefore not in a position to, or had any authority to check the expenditure in same.
- 3. That the work I did on the bungalows was done directly under the orders of the Executive Engineer, and that no deviation was made from the plans without his sanction.
- 4. That I left Nairobi for Mombasa on 4th December 1912, when the bungalows in question were only plinth level black, as can be seen from the Progress Reports for November 1912.
- The receive have the Repoir to point on that in no way can I be reld responsible for an extrement on the above.

363

Monthise building consequent apen Mr Wright's incompetency and lack of supervisors is fully established and I consider that he is fortunate in not being calles upon to bear any part of the cost.

- opinion and stated that I saw no reason for asking you to re-consider your decision regarding his leave. I also directed that the portion of Mesers Church and Eastwood's report, to which I have referred above, should be sent to him.
- 6. Mr Gordon Wright subsequently asked to be supplied with a complete copy of the report and was informed in reply that it was of a confidential nature and could not be furnished to him.
- 7. I have thought it advisable to acquaint you with these facts, as the matter may very possibly be raised by ar Gordon Wright when he agrives in England:

I have the monour to be

Your humble, obedient servant

GOVERNOR.

ST AFRICA PROTECTORATE

GOVERNMENT HOUSE,

BRITISH EAST AFRICA

NFIDENTIAL No. 72

ABGELVED 10MAX:1914 COL OFFICE 24th April 2014.

you 3961.

I have the honour to refer to your Confidential despatch of February 10th and to inform you that Mr Gordon Wright proceeded to England by the S.S. "Hanstephan Castle" on the 20th instant. In accordance with your instructions he was granted no leave on full pay in respect of his service in the East Africa Protestorate.

- 2. In Gordon Wright was dissatisfied with this decision and had previously addressed me on January löth in a letter, a copy of which I attach, disclaiming responsibility for overexpenditure.
- I accordingly asked the Manager of the Railway to arrange for a Board of Enquiry consisting of Messra Church and Eastwood to investigate the whole matter and I enclose a copy of their finding.
- 4. From a perusal of this document and particularly the second section of paragraph 20 and the first four sections of paragraph 21 it appears that the overexpenditure upon the

Eastwood.

From Mr C.G.

PER RIGHT HONOURABLE

LEWIS HARCOURT, P.O., M.P.,

SECRETARY OF STATE FOR THE COLONIES,

DOWNING STREET, LONDON, S.W.

GOVERNMENT HOUSE. NAIROBI :

BRITISH EAST AFRICAS

24th April 1914.

REGELVED _ 1 6 MAY 1914 COL OFFICE

I have the honour to refer to your Confidential despatch of February 10th and to inform you that Mr Gordon Wright proceeded to England by the S.S. "Llanstephan Castle" on the 20th instant. In accordance with your instructions he was granted no leave on full pay in respect of his service in the East Africa Protectorate.

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RIGHT HONOURABLE

LEWIS HARCOURT, P.C., M.P.,

SECRETARY OF STATE FOR THE COLONIES,

DOWNING STREET, LONDON, S.W.

difficult to refuse to carry out on an Dentanday 3 961 that he wight held us on full pay". I means that the his good of the york The cities of the The S. Of las be of lean dig astery the tell is to report that as froming harriege who the day 3910 as some his during leave way Place court aga me do nothing par of willfolder a special ground and beenes may purkered by Want for the letter Coth drawing on expectation that her her held at the this wood at me. leen promed fraker less than H. J.R. to Particason protous wor to 20/E/14 her averypulations) weres \$75, or were to hard to large Min on the home are in justified in museting him tothe after on the report? Idout it - in view of the lay live daing which the East of it own coverince, left his on ast of after the fact of the Exces. to de son (a you) has after be reported for it had been Entotated (at least 7 22s). I that in his letter till the for with a reference to 3964 that of the white week in have glant a froming 3 work then is court to I feet they less with full The state of the s to the at the was superfully and her her continued of a constant. In after to expectately for the second and drawn of in

regarded lum as unantisfactory wight in an leave with of para a of trop in good 3901. the right is full pray val " have His comparation incapacity has for voyage & at 21/2 or 3 may with sen chart excepained for some (25 may be perfu) in what Time ready in 145 th of 31 months storie in the text ign] 363 to waght will probably and This action by in Pops very time for a copy of the Brand report. more invatisfactory of commit Hu I support, that me believe that be can furnish on must support one Everinos. idequité reply. a repose on the ground that is If we do weide that M. W. saw is a compromised to exercent. have leave, it might be better Two other parity who arise in warderly (as a malter of form) to let the wealfut mon nine easily I'm like tomention: Q we saw ask why his wright by wring Go to the cours de weg not allowed to hear nominal the matter with a char lind no Cusewells charges (see pair 2 that he is to recommend the of Arand's report) - rash pra great of leave we can then My of w. C's educat report. fell ho wil that the metter is @ be that misist on a full refund that the Gor No septemation of the conduct of the & P.W. And in ouggesting MA MARINE TO PINCE and atte of which 1912 that the someration arrayous to homber to it was exply to 5 HW from the first and the way that Grands for complayment on the book the war they to the when charly his hof as ayour hore, the for the line

assegand in montana homes So for as the over capinaline is necessary line the Braid vay concerned, the Gut is beening that there is no downt that the cost the brust but we have still of murral at Montage as to decide whether or not his wright court at by hoge was a leminared ! . I suppose that exaperely high; but that the number out to that to got we created by the to is not exonerated but the got as incompetent, that is sport 17 this they collained his agreement there were ours extensiting and trains their on conversance as who justify the Gut is ast they were shorthanded, that calling upon las wright to reprint they even put him i/c of the conte of a Division (ic. Executaries the money or have of the money Supricu's work), there was the ybolitetraken ingen This ener the guestion mbarran yaqueryanin of have the treat our in ungefreden white him is apparents 21 lyt 1911 to the fact in fair to a bear a bear 29 april 1914 - 1. 8. 30 months wystirpitamingenteni. Thefor signs upon the The brand counter that the retenuction first part of this finding, but chiel coverales the leave guestion makes in allusion to the country that he wight she was be granted Starting arguments port forward leave with the ward neg " a recommendation / Supported to the by the Brand . The carriet all feeling that not only is written Stataments to his Wing he ho wight people in competent that he are be entitled to have at enfusion what also that y his service was wharied la got right to bear to some becomety of the aids the I they ongoge with their you found of I country that he Then an incompetent man Mes day les them down.