1. Number of pages. 6
2. Date of repair. 26-3-38
3. Initials of Referencer.
M.R.O. 1—22,400—22-11-30.

MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

Cen 8/3/59

G.O. No. 480	Press Mis.
9-10	
Dated 2-3 —	1859

Not to be folded or roughly handled

26-3-38

Fort Saint George, Public Works Consultation of 8th March 1859.

No. 9. Read the following letter from T. S. SMYTH, Esq., Advocate General; to J. D. BOURDILLON, Esq., Secretary to Government, dated 25th February 1859.

SIR,

With reference to paras. 2 and 7 of Extract Minutes Consultation under date 18th February 1859, (No. 407 Public Works Department), I have the honor to give it as my decided opinion that the Contract with Mr. Vigor, *would* stand good in any of the Supreme Courts, or any Court of Law in England, notwithstanding the opinion to the contrary said to have been given by "a Judicial Officer of high Standing." How the Contract might fare in a *Mofussil* Court I will not undertake to conjecture even.

I am of opinion that under it Government could recover the Rupees 10 a day under the agreement itself as liquidated damages; and the Rupees 500 on giving proof of damages sustained to that extent. Or, Government might sue Mr. Vigor for damages generally for breach of Contract, and recover—according to the damage proved—even a greater amount than the Rupees 10 per day and the Rupees 500. On getting a Judgment against Mr. Vigor, Government might seize in execution, and sell, his house property at Ootacamund, the Title Deeds of which he has deposited as security. In no other way could Government take advantage of that security.

With reference to para. 8, I would observe that so far as I can collect from the Extract Minutes Consultation and the Contract, neither "inconvenience nor loss" has been in this instance "occasioned by the want of valid forms of Contracts"—in fact the Contract is perfectly valid—nor can I understand how any Form of Contract can possibly be applicable to all cases.

No. 10. ORDER THEREON, No. 480; dated 2nd March 1859.

Ordered to be communicated to the Chief Engineer with reference to Extract Minutes of Consultation, dated 18th February 1859, No. 407.

(Signed) J. D. BOURDILLON,
Secretary to Government.

erring a Judgement against Mr. Vigors.
Government

From

The Advocate General

To

The Secretary to Government

Revenue and Judicial Department

Fort St. George

Sir,

With reference to Paras 2 and 7 of Extract Minutes Consultation under date 18th February 1859 (No. 407 Public Works Department) I have the honor to give it as my decided opinion that the contract with Mr. Vigors would stand good in any of the Supreme Courts, or any Court of Law in England, notwithstanding the opinions to the contrary said to have been given by a Judicial Officer of high standing". How the contract might fare in a Profession Court I will not undertake to conjecture even.

I am of opinion that under it Government could recover the £10 a day under the agreement itself as liquidated damages; and the £500 on giving proof of damages sustained to that extent. Or, Government might sue Mr. Vigors for damages generally for breach of contract, and recover — according to the damage proved — even a greater amount than the £10 per day and the £500. On getting a Judgement against Mr. Vigors,

Government

Government might seize in execution, and sell, his house property at Colaccamund, the title Deeds of which he has deposited as security. In no other way could Government take advantage of that security.

With reference to Para 8, I would observe that so far as I can collect from the Extract Minutes Consultation and the contract, neither "inconvenience nor loss" has been in this instance "occasioned by the want of valid "forms of contracts"— in fact the contract is perfectly valid — nor can I understand how any Form of Contract can possibly be applicable to all cases.

I have the honor to be
Sir
Your Most Obt. Servt.
[illegible]
Advocate General

Fort St. George
25th February
1859

Pr. Cons: 25th Febry 1859
No 35 & 37.

Pr. Works 1859 Report
Dto Cons: 8th March.
No 458.

From
The Advocate Ge=
=neral

Dated 25th
Received 26th } Febry 1859.

No
Further Cons. 15th March
1859. No 129-130

Reporting his opinion as to the contract entered into with Mr Vigors for the Construction of the Waterloo Bridge on the Neilgherry Hills.

No 9 & 10

No 480 - 3rd March 1859.
With an order

From Sp Chief Engr Fy
Engr/W. C. F. 1130 in N.

No 480

Ordered to be communicated to the Chief Engineer with reference to Cons. Cons. of Cons. dated 18th February 1859 No 407.

Fort St George
2d March /59

10 Copies to the Chief Engr Dept 3d