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MADRAS RECORD OFFICE.

Government of Madras.

Public Works

DEPARTMENT.

G.O. No. <u>57</u>	Press Mis.
Dated <u>27-4-38</u>	18 57

Not to be folded or roughly handled

Fort Saint George, Public Works Consultation of 22nd March 1859.

No. 133. Read the following letter from T. S. SMYTH, Esq., Advocate General ; to J. D. BOURDILLON, Esq., Secretary to Government, dated 16th March 1859.

SIR,

I have the honor to acknowledge the receipt of Extract from Minutes of Consultation, under date 15th March 1859, No. 593, Public Works Department.

2. In the event of Mr. Vigor declining to complete his Contract, the only course open to Government is to give full notice to Mr. Vigor that, if he continues to refuse to do so, they will either complete the work themselves, or employ another Contractor to do so as they may find most advisable, and will hold Mr. Vigor responsible for all expenses consequent upon his refusal, as well as for his original breach of Contract. An accurate account of such expenses must be kept, and Mr. Vigor should then be sued, the damages sustained proved, judgment obtained, execution issued, and Mr. Vigor's property, of whatever nature, seized and sold under the execution.

3. I should not advise taking the work out of Mr. Vigor's hands if he is willing to complete it, unless for some clear and evident necessity, as such a course would, in my opinion, very greatly jeopardize the success of any subsequent action by Government against him for his breach of Contract. If however it is found absolutely necessary so to do, notice should be given to Mr. Vigor that in consequence of his breach of Contract, and great delay, and the great public inconvenience that has thence ensued, Government have resolved to take other steps for completing the work. The Officer on the spot should then take charge of the work, and direct Mr. Vigor's workmen not to interfere further as that if they do, they will be removed by the Police.

4. The so called "transfer of Securities to another work" and "impossibility of enforcing the penalty" appear to indicate some most extraordinary muddle.

No. 134. ORDER THEREON, No. 674 ; dated 22nd March 1859.

Ordered to be communicated to the Chief Engineer with reference to the order of Government of March 15th, No. 593.

2. Colonel Faber will enjoin the Special Executive Engineers to follow strictly the course here pointed out.

In the event of Mr. Vigor declining or delaying to complete the Contract for the Waterloo Bridge, a notice in writing to the purport stated in para. 2 should be given him. This proceeding should be immediately reported for the orders of Government, who also desire to be kept informed by monthly Reports, of the progress of the work.

3. If it should be deemed necessary, with reference to para. 2 of the present letter, to take the execution of the work out of Mr Vigor's hands, a reference should previously be made, with the reasons, for the orders of Government.

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

From The Advocate General
To The Secretary to Government
Revenue and Judicial Department

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estimate account of such expenses must be kept, and Mr. Vigors should then be paid, the damages sustained proved, judgment obtained, execution issued, and Mr. Vigors' property, of whatever nature, seized and sold under the execution.

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4. The so called "transfer of securities to another work," and impossibility of enforcing the penalty" appear to indicate some most extraordinary muddle.

Fort St. George
18th March 1859.

I have the honor to be,
Sir,
Your most Obedt Servant
The Hon. Secy to the
Attorney General