

(1) Number of pages 10

(2) Date of repair 27-4-38

(3) Initials of the Referencer [Signature]

MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No. <u>1234</u>	Press Mis. <u>185</u>
Dated <u>27-4-38</u>	

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

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 Vigors declining to complete his Contract, the only course open to Government is to give full notice to Mr Vigors 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. Vigors responsible for all expenses consequent upon his refusal, as well as for his original breach of Contract. An accurate

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.

3. I should not advise taking the work out of Mr. Vigors' 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. Vigors 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

direct Mr. Vigors' 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.

Fort St. George
18th March 1859.

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

Subworks Dept

No 674.

Extract from the Minutes of Consultation

Under date the 22^d March 1859.

Read the following
letter from the Advocate
General.

Here enter 16th March 1859

Ordered to be
communicated to the Chief
Engineer with reference
to the order of Government
of March 15th No 595.
Colonel Faber
the special
will enjoin Executive
Engineer to follow strictly
the course here pointed out.

In the event of
Mr Vigor's declining or
delaying

Dec 15th 1859. Monday 1859 No 595

Public Works 1859 Sept

Nov 22^d March

No 674.

From the Advocate
General.

Sub 16th March 1859

Dec 17th 1859

Sub 16th 674. 22^d March 59

During his absence as to
the license to be furnished —
with Mr Vigor in the event of
his declining to complete his
particular bridge contract and
also as regards the taking of
the work out of his hands.

Copy to the Chief Eng

22 March

1859

delaying to complete the
contract for the Waterloo
bridges, 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 in-
formed by monthly re-
ports, 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. Vigors hands, a
reference should previously
be made, with the reasons,
for the orders of Govt.

J. H.

Copies to the Chief Engr.
D. P. 22.

Dr. Am. 15 March
1859 - 129-1301
23rd March 59 No 35039

Dr. Wm. 1859 24/10
22 March.

Feb 74.

Contract of Am.
22 March 59.

From the Chief Engineer
of 3rd April 1859 & No 815
in Jan 12th 1859
from 21st of May 1859 & 1859

The Chief Engineer to
engineer the special Executive
Engineers to follow strictly
the correspondence and in the
case of other Virgin declining
to comply to bid contract for the
Hatteras Bridge to inform
the Government provisionally
if it is deemed necessary
to take the work and the
lands to be.

No 133 & 134