

(1) Number of pages 12
(2) Date of repair 24. 11. 42
(3) Initials of the Referencer _____

MADRAS RECORD OFFICE.

Government of Madras.

Public Works DEPARTMENT.

G.O. No.	1573	Press
207-208		~~Mis.~~
Dated	8-6-	1865-

Not to be folded or roughly handled

Proceedings of the Madras Government, Public Works Department,
8th June 1865.

No. 207. Read the following papers:—

From Captain E. N. NORTON, Assistant Engineer, to Lieutenant-Colonel G. W. WALKER, R. E., Superintending Engineer, 7th Division, dated Cannanore, 11th March 1865, No. 890.

Sir,

1. I beg to bring to your notice that one of the Contractors, by name Henry Edwards, who had entered into an agreement with the late Executive Engineer for supplying 1,00,000 stones, and certain doors and windows, has entirely failed to perform his contracts. The total amount advanced to him, I observe, is Rupees 1,171 for both contracts, of which only Rupees 359-8-0 has been recovered, leaving a balance of Rupees 811-8-0 still to be adjusted.

2. Some time ago one Neelyatha Ramar, who bound himself responsible as Security for the stone contract, presented himself before me and stated that he would clear the Government dues by supplying stones, but he has not since made his appearance nor has he supplied the stones.

3. In case of breach of contract the Contractor has agreed in his Bonds to undergo a penalty of Rupees 500 on account of stones, and at the rate of 2 Rupees per diem, for doors, &c.

4. I understand the Contractor possesses no property, and I do not think that we can recover any thing from him. The Securities of the said Contractor should therefore, I think, be made answerable. However I beg you will be good enough to let me know what steps I am to adopt for the recovery of the outstanding money and for enforcing the penalties.

Contract for 1,00,000 Stones.

Rupees 45 per 1,000, full sized.

22½ do. undersized.

75,000 delivered on 31st December 1864.

25,000 do. by 30th April 1865.

Penalty—Rupees 500, liquidated damages *simply*.

Advance.—Rupees 1,000, recoverable by instalments of Rupees 10 on every 1,000 stones delivered.

Contract for 8 large, and 18 small Windows.

Advance.—One-half, viz., Rupees 171.

Delivery by 10th November 1864, failing which liable to a penalty of Rupees 2 per day.

(Signed) G. W. WALKER, Lieut.-Colonel, R. E.,
Superintending Engineer, 7th Division.

30th March 1865.

From Lieutenant-Colonel G. W. WALKER, R. E., Superintending Engineer, 7th Division, to Captain E. N. NORTON, Assistant Executive Engineer, Cannanore, dated Ootacamund, 30th March 1865.

Sir,

1. I have the honor to return the documents which accompanied your letter No. 918 of 21st March, and to instruct you to lose no time in proceeding against the Securities of the Contractor, first giving them a short notice of your having received orders to that effect.

2. In your letter No. 890 of 11th March, you have improperly mixed up the advances on both contracts as well as the recoveries; and have said nothing as to the extent of solvency of the Securities. I presume therefore that the latter are men of substance; and from the contracts themselves I gather that the advances for stones amount to Rupees 1,000, reduced to Rupees 640½ by recoveries of Rupees 359½, the original advance of Rupees 171 for windows remaining unrecovered.

3. The terms of the Stone Contract appear to me to preclude your recovery of more than Rupees 500 in toto from the Security under that Bond; for which sum and costs you should proceed against him in the Small Cause Court. The loss must be made up to Government by greater severity in proceeding against the other

*Proceedings of the Madras Government, Public Works Department,
8th June 1865.*

Security, not only for the amount of advance, Rupees 171, but for such penalties at Rupees 2 a day as shall cover the deficit of Rupees 140½, costs being likewise included in your demand.

Draft letter with original from Captain Norton submitted for approval to the Secretary to Government, Department Public Works.

N. B.—Copy has not yet been sent to Captain Norton.

(Signed) G. W. WALKER, Lieut.-Colonel, R. E.,
Superintending Engineer, 7th Division.

6th April 1865.

The undersigned has the honor to request the attention of the Superintending Engineer, 7th Division, to paragraphs 2 and 8, Chapter XIII. of the Code, under which members of the Public Works Department are strictly prohibited from defending or prosecuting a Suit, in their official capacity, without the previous permission of Government.

FORT SAINT GEORGE, (Signed) CHARLES A. ORR, Colonel, R. E.,
3rd April 1865. Secretary to Government, P. W. D.

To the Superintending Engineer, 7th Division.

Respectfully re-submitted, with the view of eliciting the orders of Government as to the propriety of prosecuting the Suit; pending receipt of which no steps will be taken.

COONOOR, (Signed) G. W. WALKER, Lieut.-Colonel, R. E.,
6th April 1865. Superintending Engineer, 7th Division.

Referred to the Government Pleader for his opinion.

(Signed) CHARLES A. ORR, Colonel, R. E.,
Secretary to Government, P. W. D.

21st April 1865.

From C. DALE, Esq., Government Pleader, Madras, to Colonel C. A. ORR, R. E.,
Secretary to Government, Public Works Department, dated Madras, 25th May 1865, No. 93.

Sir,

1. I do myself the honor of acknowledging the receipt of the Memorandum of the date noted in the margin, and to state, as my opinion, that the Contractor and his Sureties may be sued for the recovery of any damage which has been sustained by Government consequent on the non-performance of his contract by the Contractor.

2. Each party must be sued separately on the document executed by him.

3. I return the original papers forwarded to me.

No. 208.

ORDER THEREON, 8th June 1865, No. 1,573.

CIVIL WORKS, No. 41

1. Communicated to the Superintending Engineer, 7th Division, who is authorized to proceed against the Contractors for the recovery of the sums due by them.

2. Colonel Walker's special attention is drawn to paragraph 2 of Mr. Dale's letter.

(True Extract.)

(Signed) CHARLES A. ORR, Colonel, R. E.,
Secretary to Government.

To the Superintending Engineer, 7th Division, with ten Enclosures.
Controller of Public Works Accounts.

Ed. S. T. Augustin.

Attakammund. 30 March 1865

Capt. E. Norton
Asst. Engrs.
Cannanore

Sir I have the honor to receive the documents wh. accompanied your letter of 21st March, to instruct you to close no time in proceeding against the securities of the Contractor, first giving them notice of your having received orders to that effect - In your letter of 11th March you have improperly mixed up the advances on both contracts as well as the recoveries; and have said nothing as to the extent of solvency of the securities - I presume therefore that the letter in view of substance; & from the contracts themselves I gather that the advance for Stones amount to Rs 1000, reduced to Rs 359½; by recoveries of the original advance of Rs 171 for Windows remaining unrecovered

The terms of the Stone
Contract appear, to me to
include your recovery
of more than Rs. 500
in toto from the securi-
ty under that bond;
for wh. sum and costs
you should proceed a-
gainst him in the Small
Cause Court. The loss
must be made up to
Govt. by greater severity
in proceeding against
the other security, not
only for the amount of
advance, Rs. 171, but for
each per diem at Rs. 2 a
day, as shall cover the
deficit of Rs. 140 1/2, costs
being likewise included
in your demand.

I have the honor to be

Yr
Obedt Servant
Allan Walker Esq
Supd Eng.

Draft letter with original
from Capt. Norton submit-
ted for approval to the
Secy to Govt. D.P.W.
N.B. Copy has not yet been sent
to Captain Norton.

6-4-65

1223
14/2/65

No 890. Cannanore 11th March 1865,
From, Captain R. S. Norton.
Assistant Engineer
To, The Superintending Engineer
of the Division D. P. W.

Sir, I beg to bring to your notice that
one of the Contractors by name Henry Edwards
who had entered into an agreement with the
late Western Engineer for supplying 100,000 stones
and certain doors and windows has entirely
failed to perform his contracts. The total
amount advanced to him I observe is Rs. 1171-
for both contracts of which only Rs. 359-8-0 has
been recovered having a balance of Rs. 811-8-0 still
to be adjusted.

Some time ago one Neelkatha Ramar
who bound himself responsible as security for
the Stone Contract presented himself before
me and stated that he would clear the
Government dues by supplying stones but
he has not since made his appearance nor
has he supplied the stones.

In case of Breach of Contract the
Contractor has agreed in his Bond to undergo
a fine of Rs. 500-0-0 on account of stones,
and at the rate of 2 Rs. per diem, for doors
and windows.

I understand the Contractor proposes

no property and I do not think that we can
recover any thing from him. The securities of
the said Contractor should therefore I think be
made answerable. However I beg you will
be good enough to let me know what
steps I am to adopt for the recovery of
the outstanding money and for enforcing
the penalties.

I have the honor to be

Sir

Your most Obedt. Servt.

Wm Norton Captain
Assistant Engineer

Contract for 1,00,000 Stones.

Rs 45 per 1000. Full sized.

22½ ———, undersized.

75000 delivered on 31st Dec: 1864.

25000 ——— by 30th April - 65

Penalty. Rs 500. liquidated

damages. simple -

Advance. Rs 1000. recoverable
by instalment of Rs 10 on every
1000 stones delivered -

Contract for 8 large, 48 small Windows -

Advance. one half viz Rs 171-0-0.

Delivery by 10th Nov: 1864, failing whi-
ch liable to a penalty of Rs 2 per day -

Wm Norton
30-3-65

11308

Contract and Security
Road of Henry Edwards
for supplying 8 glazed
Windows and 48 little
Windows for the schoolroom
at Samanore -

1 do do do for
the supply of 100,000 laterite
stones

Forwarded to the
Secretary to Government
Department of Public Works
with reference to his
telegram of the 8th instant.

Wm Norton Esq. M.E.
Supp. Eng. Division

Canoorg. April 1865.

O.W. 1858/65

From 8th June/65 B.N. 207.

Commodore
6th April 1865

Uttwalch. 2. 7. 5
Supers. 2.

21-6-11
 Towards for 24.
 I want a child
 better of fiction
 I want, regarding
 Jordan's conduct
 With an order
 11/10/11 11/10/11 11/10/11

Dear Mother & Family
 I don't know how to
 write to you. I don't
 know how to write to
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 write to you. I don't know
 how to write to you. I don't
 know how to write to you.

Medicine for the Sick, 100-1000

Charles J. Allen, Co. M, 9th

The undersigned has
the honor to request the atten-
tion of the Superintending Sur-
veyor, T. A. L. Parsons and
S. Chaplin, III of the Code,
under which members of the
Order are strictly prohibited
from defending or prosecuting
a suit, in their official ca-
pacity, without the permission
of Government.

No 92

From Clement Dale Esquire Government Quarter Madras
To Colonel C. A. Orr R.E. Secretary to Government Public Works Department

Madras, 25th May 1865

Dir.

Para 1. I do myself the honor of Acknowledging
the receipt of the Memorandum of the date noted
in the Margin; and to state as my opinion
that the Contractor and his Sureties may be sued
for the recovery of any damage which has been
sustained by Government consequent on the nonperfor-
mance of his Contract by the Contractor.

2. Each party must be sued separately on the Document Executed by him
3. Return the Original papers forwarded to me

I have the honor to be

Sir
Your Most Obedt Servt
Wm. Hall
Government Pleader
Madras

1. Die 1. und 2. Klasse
 2. Die 3. und 4. Klasse
 3. Die 5. und 6. Klasse
 4. Die 7. und 8. Klasse
 5. Die 9. und 10. Klasse
 6. Die 11. und 12. Klasse
 7. Die 13. und 14. Klasse
 8. Die 15. und 16. Klasse
 9. Die 17. und 18. Klasse
 10. Die 19. und 20. Klasse
 11. Die 21. und 22. Klasse
 12. Die 23. und 24. Klasse
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 20. Die 39. und 40. Klasse
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 46. Die 91. und 92. Klasse
 47. Die 93. und 94. Klasse
 48. Die 95. und 96. Klasse
 49. Die 97. und 98. Klasse
 50. Die 99. und 100. Klasse

237. 28855 of 20 June 1865
Office of the Secretary of the
Treasury Department
Washington

To Secretary of the Treasury
Public Works

Dated 25 May 1865
Dear Sir,

No 92
(with 12 Enclosures)

Of opinion that the
contract and the letter
might be used for the
recovery of any damage
which has been sustained
by former Acts

Civil Works

1373
20 June 1865

Communicated to the Deputy
Superintendent Division who is authorized
to proceed against the contractor for the
recovery of the sums due by them -
with the special attention

is drawn to para 2 of Mr. Dale's letter

Wm
Supt of George
8 June 1865

Wb

3

207-2885
23 July 1865

12, 1573-84 June 1865
With an Order

To the Superintendent Engineer
with the Division with the enclosed
Contract of 18th December 1864
of 1864-9