

INDIAN OFFICE.

FILES.

CAUTION!

Positively no papers to be added to or taken from this file, except by an employee of the Mails and Files Division.

By order of

E. B. MERITT,
Asst. Commissioner.

6-4344

59511

, 1917.

CARLISLE

File No.

418

Pur-Cont.
59611-17
H R D

JUN 23 1917

Mr. John Francis, Jr.,
Supt. Carlisle School.

FILED BY G. P. F.

My dear Mr. Francis:

The Office is in receipt of your communication of June 18, 1917, recommending that liquidated damages be waived which have accrued under the contract of John R. Livezey, No. 23218.

It appears that this contract which covered the building and installation of a three-compartment refrigerator was approved January 2, 1917, and notice of the approval was received by the contractor at Philadelphia on January 4, 1917. The agreement provided for completion within thirty days after commencement of the work, and the work was to commence twenty days after date of notification of the approval of the contract. On or about February 1 the contractor's representative was on the ground ready to start work but according to your statement and that of the Director of Mechanic Arts, it was deemed inadvisable to permit this work to be carried on during cold weather and permission was not given the representative to complete the work until April 1, 1917. It is further noted that you report that the work was diligently pursued from that time on and was practically completed by the middle of May except for a few minor details.

From the foregoing it appears that the contractor was in no way responsible for the delinquency which occurred, and you are therefore directed to pay over to Mr. Livezey the full amount due him under the terms of the agreement, without deduction.

This action is taken in view of the Decisions of the Comptroller in 14 Comp. Dec. 819; 15 Comp. Dec. 256, 362 and 866; and 16 Comp. Dec. 197, 490 and 618, which hold in effect that where delay is occasioned through no fault of the contractor by reason of the action of the Government, the contractor is only liable for the actual damages which accrue.

In the present instance it appears that no actual damage was occasioned to the Government by reason of the failure of the contractor to complete the work within the original period.

Very truly yours,


Assistant Commissioner.

6-WC-19

JUN 25 1917

Approved:

(SIGNED) ALEXANDER T. VOGELSANG.

Secretary.

FIRST ASSISTANT

Pur-Cont.
59511-17
H R D

CK

JUN 23 1917

FILED BY G. P.

FOR FILE

Mr. John Francis, Jr.,

Supt. Carlisle School.

(Signed) ~~C. M. Bruce~~

My dear Mr. Francis:

The Office is in receipt of your communication of June 18, 1917, recommending that liquidated damages be waived which have accrued under the contract of John R. Livezey, No. 23218.

It appears that this contract which covered the building and installation of a three-compartment refrigerator was approved January 2, 1917, and notice of the approval was received by the contractor at Philadelphia on January 4, 1917. The agreement provided for completion within thirty days after commencement of the work, and the work was to commence twenty days after date of notification of the approval of the contract. On or about February 1 the contractor's representative was on the ground ready to start work but according to your statement and that of the Director of Mechanic Arts, it was deemed inadvisable to permit this work to be carried on during cold weather and permission was not given the representative to complete the work until April 1, 1917. It is further noted that you report that the work was diligently pursued from that time on and was practically completed by the middle of May except for a few minor details.

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Initiating Copy

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Very truly yours,

E. B. Merrett
Assistant Commissioner.

6-WC-19

Approved: JUN 25 1917

(Signed) ALEXANDER T. VOGELSANG

First Assistant Secretary.

EEV



DEPARTMENT OF THE INTERIOR
UNITED STATES INDIAN SCHOOL
CARLISLE, PA.

June 18, 1917.

Office of the Superintendent
JUN 19 1917
59511

The Honorable
Commissioner of Indian Affairs,
Washington, D. C.

REC'D BY G. P. S.

Sir:

I have to advise that John R. Livezey has completed to our satisfaction the construction of a three compartment refrigerator at this school, as per his contract No. 23218, and to request that I be authorized to waive the time limit provided therein and pay Mr. Livezey the full amount which is \$600.00.

The contract was approved January 2, 1917, and a few days thereafter Mr. Livezey was notified. It appears that about Feb. 1, 1917, Mr. Livezey had his representative on the ground to start work, but as the construction required a lot of outside cement work our Director of Mechanic Arts deemed it inadvisable to permit this work to be carried on during the cold weather and so the contractor agreed to postpone the matter until a more favorable time. I am enclosing herewith a statement made by our Director of Mechanic Arts in regard to the postponement of the work.

Please give this matter your early attention, and oblige,

Yours very truly,

Superintendent.

John
10 20
10 20

P/S
encl.

RECEIVED
JUN 19 1917
PURCHASE DIVISION



DEPARTMENT OF THE INTERIOR
UNITED STATES INDIAN SCHOOL
CARLISLE, PA.

June 16, 1917.



John Francis, Jr., Supt.,
U.S. Indian School,
Carlisle, Pa.

Dear Sir:

In connection with contract No. 23218 between the United States and John R. Livezey of Philadelphia, Pa., for the building and installation of a three compartment refrigerator, I wish to state that on or about February 1st a representative of Mr. Livezey came to the school to construct the refrigerator, but as this construction required outside cement work I did not deem it advisable to permit the work to be carried on during freezing weather and thereupon directed the contractor not to commence work at that time.

About April 1st the representative returned to the school and immediately took up the work of the installing of the refrigerator under the specifications. The work was diligently pursued from that time on and was practically completed by the middle of May, except for a certain few bolts necessary to the inside fixtures which have been since furnished.

Respectfully,

Roy H. Bradley.

Director of Mechanic Arts.

RB/S

JOHN FRANCIS, JR.,
SUPERINTENDENT



DEPARTMENT OF THE INTERIOR
UNITED STATES INDIAN SCHOOL
CARLISLE, PA.

June 16, 1917.

John Francis, Jr., Supt.,
U.S. Indian School,
Carlisle, Pa.



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Respectfully,

Roy H. Bradley
Director of Mechanic Arts.

RE/S