

(1) Number of pages \_\_\_\_\_

(2) Date of repair \_\_\_\_\_

(3) Initials of the Referencer \_\_\_\_\_

# MADRAS RECORD OFFICE.

Government of Madras.

*Public work,* DEPARTMENT.

|               |               |
|---------------|---------------|
| G.O. No. 2209 | Press<br>Mis. |
| 541-47        |               |
| Dated 28. 7.  | 18. 7.        |

Not to be folded or roughly handled

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# MADRAS RECORD OFFICE.

Government of Madras.

*Public Works* DEPARTMENT.

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| G.O. No. 2209 | Press<br>Mis. |
| 546-47        |               |
| Dated 22 7    | 1857 .        |

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*Proceedings of the Madras Government, Public Works Department,  
23rd July 1867.*

constructed, there would probably have been good ground for a claim on the Zemindar for any damage which should have occurred to the Railway, in consequence of such neglect; but no bank of the kind ever appears to have existed; the land along the margin of the river is for the most part entirely unprotected, and an inundation which should flow over land so unprotected, and should pass on to and damage the Railway, would put no responsibility whatever on the Zemindar.

8. At the spot where the repairs were executed, an old irrigation channel extended in a direction parallel to the bank of the river. The southern embankment of this channel, which by successive periodical clearances had been raised to a considerable height, acted to a certain extent as an embankment to the river, and so far as a protection against inundation, though there is nothing to show that it was raised for that purpose; indeed, the bank on the opposite side of the channel, which was equally strong, shows that it is not likely to have been designed primarily as a river embankment. The action of the river, during the freshes of last season, undermined and carried away a portion of this embankment, and threatened, by cutting still further, to find an entrance for the flood water into the Sathravada irrigation channel. This channel is furnished with a small and low head sluice, which though capable of being used to control moderate freshes, would be overtopped by a high fresh, and would admit a large body of water into the Naggery tank, for which a three feet culvert is the only means of passage across the Railway. It is a matter of opinion how far the volume of water thrown into the irrigation channel would have been increased, had the cutting action of the river been allowed to continue. My own impression is, that the destruction of the bank above the channel would have thrown into it such a large proportion of the debris, as very much to reduce its discharging powers; and that, during an extraordinary high fresh, the quantity of water thrown into the channel would be almost as great with the head as it is at present, as it would be if it were taken in reverse.

9. The Resident Engineer, however, considered that the revetting of the bank would be a beneficial precaution, and accordingly he carried it out to the extent of about 135 yards. The Zemindar's people continued the work to the extent of 185 yards. The Zemindar was, I conclude, apprehensive that the expense of the repairs would be thrown upon him, and wished to show that he undertook all that was absolutely necessary. This, as we remarked, at the time might strengthen a claim upon him, for if he acknowledged it to be his duty to do a part, it must devolve on him to do the whole. But, on the other hand, I am not satisfied that the Zemindar has not done all that was immediately required for the protection of the head of the irrigation channel, the revetment executed by his people extending 104 yards on one side and 80 on the other: and if the view above expressed be correct, viz., that it is open to doubt whether the discharging power of the channel would have been much increased if it had been taken in reverse, the Zemindar may have done more than was absolutely necessary.

10. The inhabitants of Sathravady represented the danger they were in from the continued encroachment of the river; but it appeared that although this was their ostensible grievance, they were as anxious to prevent the destruction of their land, and to reclaim what had already been destroyed, as to guard their houses from inundation.

11. The result I arrive at after a careful consideration of the circumstances of the case is, that the Zemindar of Cavatynugger has done fully as much as could reasonably have been expected of him; that although the responsibility of the outlay incurred by the Railway Company may be thrown on the Collector, I would not recommend that such a course be adopted; and, finally, that the repairs should, by right, have been carried out at the expense of the Railway Company, and charged off the proper head of accounts.

12. I may add that our recent examination of the locality shows, as I think you will allow, that the water-way allowed on the Railway is far from sufficient. It is on a scale which could not be considered liberal, even if the river were embanked throughout, but as it appears that there is nothing to prevent a great flood passing over the country and bearing down on the Railway, I apprehend that additional masonry works on a tolerably large scale, will be required to render the line completely secure.

*Proceedings of the Madras Government, Public Works Department,  
23rd July 1867.*

From the Agent and Manager of the Madras Railway Company, to the Consulting Engineer for Railways, dated Madras, 12th July 1867, No. 239.

1. I have the honour to acknowledge the receipt of your letter of the 10th instant, No. 154, detailing at considerable length your views of the question of the payment of the cost of the protective works of the Sathravady channel executed by this Company last year.

2. With regard to paragraph 4, I fully endorse your observations, and wish at once to relieve the Collector of North Arcot from any responsibility which could attach to his having authorized the execution of the precautionary measures, and having promised to arrange for the provision of the funds, feeling quite satisfied, that in doing as he did, Mr. Robinson was actuated simply by a desire to prevent damage to our line, and to the villages and lands adjacent to the river by heavy floods.

3. With regard to the question of the liability of the Zemindar of Cavatynugger to re-imburse this Company the cost of the protective works, I am inclined, under all the circumstances of the case, to concur with you in thinking that it would be impolitic to press the claim, and therefore will at once authorize the Chief Engineer to accept the charge as a legitimate one for the Company to bear.

4. The important question raised in paragraph 12, as to insufficient water-way allowed on the Railway in the Naggery District, shall form the subject of discussion at the Committee on Tuesday next.

No. 547. ORDER THEREON, 23rd July 1867, No. 2,209.

RAILWAY, No. 38.

Under the explanation afforded in these papers, His Excellency the Governor in Council sanctions the expenditure of Rupees 1,541-9-6 which is reported to have been incurred on the construction of certain works for the protection of the bank of the Naggery river in the Cavatynugger Zemindary in the North Arcot District.

(True Extract.)

(Signed) J. H. M. SHAW STEWART, Major, R. E.,  
Under Secretary to Government.

To the Consulting Engineer for Railways.  
.. Revenue Department.  
.. Legislative ..

Exd. S. T. Augustin.

N<sup>o</sup>. 239

MADRAS RAILWAY COMPANY.

AGENT AND MANAGERS' OFFICE.

Madras, July 12<sup>th</sup> 1867

From

A. B. C. Esq.,  
Agent and Manager. M. R.

To

Lieutenant Colonel J. C. Anderson Esq.  
Consulting Engineer for Railways.

SIR,

I have the honor to acknowledge the receipt of your letter of the 10<sup>th</sup> instant, No 1574, detailing at considerable length, your views of the question of the payment of the cost of the protective works of the Pottavady Channel executed by this Company last year.

2. With regard to paragraph 4, I fully endorse your observations, and wish at once, to relieve the collector of North Arcot from any responsibility which could attach to his having authorized the execution of the precautionary measures, and having promised to arrange for the provision of the funds, feeling quite satisfied, that in doing as he did, Mr. Robinson was actuated simply by a desire to prevent damage to our line, and to the villages and lands adjacent to the river, by heavy floods.

3. With regard to the question of the liability of the Zemindar of Cawatt Niggar to

to reimburse this Company the Cost of the  
protective works, I am inclined under all  
the circumstances of the case, to concur with  
you in thinking, that it would be equitable  
to press the claim, and therefore will at once  
authorize the Chief Engineer to accept the  
charge as a legitimate one for the Company to  
bear.

4. The important question raised  
in paragraph 12 as to insufficient roadway  
allowed on the Railway in the Taggerly District  
shall form the subject of discussion at the  
Committee on Tuesday next.

I have the honor to be,

Yours most obed<sup>t</sup> servant,

Wm. J. Lister  
Agent and Manager

Railway Department

Consulting Eng<sup>r</sup>'s office

No 154 -

To The Agent and Manager  
Madras Railway Company

Sir,

I have the honor to communicate the following observations on the works lately carried out for the protection of the bank of the Nagger River which we examined on the 6<sup>th</sup> Instant, and shall be obliged by your informing to what extent you agree with the view I have taken.

1. The initiative in the subject was taken by the Collector of North Arcot. It was he who first communicated a report from his Deputy representing that the villagers of Pathra-  
vata had applied for relief from the risk of inundation, and that the Railway embankment would also be endangered, if precautions were not taken to secure the bank.

2. The Collector authorized the execution of any repair or other precautionary measure that might be considered necessary, if the danger were imminent, and undertook to arrange for the funds

Letter No 40  
dated 24<sup>th</sup> October  
1866.

MADRAS RAILWAY.

From

The Agent and Manager.

To

The Consulting Engineer

for Railways

Dated

July 12<sup>th</sup> 1867

Recd.

12<sup>th</sup> 7<sup>th</sup>

No. 259.

According to the above  
approved by Chief Engineer  
as to the cost of the protection  
works to the station  
estimated being borne by  
the Railway Company.

funds being provided.

4. I think it would be very unfair to attempt to throw any responsibility on the Collector, on account of the expressions he made to the above effect. I consider that they should be taken to mean no more than that he was willing to render all the assistance in his power to prevent the occurrence of any disaster to the Railway. It is unusual to have work executed by the Railway authorities out of the limits of the land consigned to them, and in at once conceding them the power to act, if emergency required, the Collector only showed his desire of preventing damage, by having recourse to the most expeditious measures, without regard to formality.

5. Under these circumstances I am of opinion that the liability to bear the cost of the repairs which were executed by the Officers of the Railway Company should be considered as a question between them and the Cavatzmuggier Zemindar, rather than as one between them and the Collector.

6. Taking this view of the case, I am of opinion, that the action taken by the Collector may be put on one side, and that the question may be confined to ascertaining whether the repair should by right have been carried out at the expense of the Railway Company or of the Zemindar.

7. Had there been a continuous embankment along the Nagger River, for the protection of the Zemindari property from inundation, and had the embankment been allowed to fall into such a state of disrepair, as to render it incapable of answering the purpose for which it had been constructed, there would probably have been good ground for a claim on the Zemindar for any damage which should have occurred to the Railway, in consequence of such neglect; but no bank of the kind ever appears to have existed; the land along the margin of the River is for the most part entirely unprotected, and an inundation which should flow over land so unprotected and should

pass

pass on to and damage the Railway, would put no responsibility whatever on the Zemindar.

8. At the spot where the repairs were executed, an old irrigation channel extended in a direction parallel to the bank of the River. The Southern embankment of this channel which by successive periodical clearances had been raised to a considerable height, acted to a certain extent as an embankment to the River, and so far as a protection against inundation, though there is nothing to show that it was raised for that purpose: indeed, the bank on the opposite side of the channel which was equally strong, shows that it is not likely to have been designed primarily as a River Embankment. The action of the River during the fresher of last season undermined and carried away a portion of this embankment, and threatened, by cutting still further, to find an entrance for the flood water into the Sathravada Irrigation channel.

This

This channel is furnished with a small and low head sluice, which though capable of being used to control moderate fresher, would be overtopped by a high fresh, and would admit a large body of water into the Taggeri Tank, for which a three feet Culvert is the only means of passage across the Railway. It is a matter of opinion, how far the volume of water thrown into the Irrigation Channel, would have been increased had the cutting action of the River been allowed to continue. My own impression is that the destruction of the bank above the channel would have thrown into it such a large proportion of the debris, as very much to reduce its discharging powers; and that during an extraordinary high fresh the quantity of water thrown into the channel would be almost as great with the head as it is at present, as it would be, if it were taken in reverse.

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Considered

considered that the revetting of the bank would be a beneficial precaution, and accordingly he carried it out to the extent of about 135 yards. The Zemindar's people continued the work to the extent of 185 yards. The Zemindar was I conclude, apprehensive that the expense of the repairs would be thrown upon him, and wished to show that he undertook all that was absolutely necessary. This, as we remarked, at the time, might strengthen a claim upon him, for if he acknowledged it to be his duty to do a part, it must devolve upon him to do the whole. But on the other hand, I am not satisfied that the Zemindar has not done all that was immediately required for the protection of the head of the Irrigation Channel; the revetment executed by his people extending 104 yards on one side and 80 on the other: and if the views above expressed be correct, namely, that it is open to doubt, whether the discharging power of the Channel would

have been much increased if it had been taken in reverse, the Zemindar may have done more than was absolutely necessary.

10. The inhabitants of Pathravada represented the danger they were in from the continued encroachment of the River; but it appeared that although this was their ostensible grievance, they were as anxious to prevent the destruction of their land, and to reclaim what had already been destroyed, as to guard their houses from inundation.

11. The result I arrive at after a careful consideration of the circumstances of the case, is, that the Zemindar of Cavatz-nugger has done fully as much as could reasonably have been expected of him, that although the responsibility of the outlay incurred by the Railway Company may be thrown on the Collector. I would not recommend that such a course be adopted; and finally that the repairs should by right have been carried out at the expense of the Railway

Railway Company and charged off the proper  
head of accounts.

12. I may add that our recent exami-  
-nation of the locality, shows, as I think you  
will allow, that the waterway allowed on the  
Railway, is far from sufficient. It is on a  
scale which could not be considered liberal,  
even if the river were embanked throughout,  
but as it appears that there is nothing to  
prevent a great flood passing over the country  
and bearing down on the Railway, I apprehend  
that additional masonry works on a tolerably  
large scale, will be required to render the line  
completely secure.

Madras  
10<sup>th</sup> July 1873

I have &c  
Signed J. C. Anderson Esq. M.R.E.  
Cons. Eng<sup>r</sup> for Railways  
(True Copy)

J. C. Anderson Esq. M.R.E.  
Consulting Eng<sup>r</sup> for Railways

10720/13

CONSULTING ENGINEER'S OFFICE,

Railway Department.

No. 203.

From

Lieut Colonel J. C. Audervou R. E.  
Consulting Engineer for Railways,

To.

Colonel C. A. Orr R. E.

Secretary to Government,  
Public Works Department,  
Fort Saint George.

Sir,

With reference to my letter  
of 7<sup>th</sup> dated 18<sup>th</sup> March last (G. O. No. 1017  
dated 2<sup>nd</sup> April 1867) explaining the circum-  
stances under which certain works were  
carried on by the Railway authorities to  
protect the bank of the Nuggery River in  
the Cavalynaggar Zemindari, I have  
the honor to forward a copy of a letter which  
I addressed to the Agent and Manager  
conveying my views as to the party to whom  
responsibility of the payment properly  
pertained

21 a  
pertained; also the Agents' reply, from which  
the Government will observe that he has  
promptly acknowledged the liability of the  
Railway Company to bear the charge, although  
in the first instance he had expected that  
the Collector would recover the amount from  
the Zemindar.

2. I have entered fully into the sub-  
-ject as a question of principle was involved,  
and I think it desirable, that Government  
should possess a complete record of the  
transaction.

3. I have to solicit the sanction of  
Government to the expenditure incurred viz:  
Rupees 1541-9-6.

I have the honor to be,

Yr  
Your most obedient servant

J. Anderson Lieut. Colonel R.E.

Consulting Eng<sup>r</sup> for Railways.

Madras  
13<sup>th</sup> July  
1867

*Pickens*

Public Works Department.

*ev 2209*

PROCEEDINGS of the MADRAS GOVERNMENT.

Under date the *23 July 1867*

Read the following

*From the Cons. Engineer for Railways* (Here enter No. 203 dated *13 July 67*)

Under the explanation afforded in these papers, His Excellency the Governor in Council sanctions the expenditure of Rupees 1541-9-6 which is reported to have been incurred on the construction of certain works for the protection of the bank of the Chagga river in the Caratymugur Zemin: day in the North Arcot

*N. W.*

*For the Cons. Engineer for Railways*  
*23 July 1867*

RAILWAY DEPARTMENT.

From

The Consulting Engineer

for Railways,

To

The Secretary to Government,

Public Works Department,

Fort Saint George.

*ev 2209 - 23 July 1867*

Dated *15th*

Received *15th*

*July 1867.*

No. *203*  
Recd *12th*

*If now and here by a letter addressed to the Special-Stationer relative to certain works carried on by the Railways and written to protect the bank of the Chagga River.*

*See 546-*

*2172 July 1867 OR. 1915*

Arrest District -

P. W. 186 . Department.

No.

PROCEEDINGS OF GOVERNMENT:

Dated

*[Faint handwritten notes, possibly a list or ledger entries]*

*[Large handwritten signature or initials]*

The Cong. Secy  
Revenue Dept  
Legislative Dept  
Dec 24/76

Pub: Works 1867 Depart<sup>ts</sup>

Pro: of Govt. for Indys

No 2209

Pro: of the Madras Govt.

Dt 23<sup>rd</sup> July 1867

Sanctioning the expen-  
-diture of Rs 15211-9-6  
incurred on works for the protection  
of the Banks of the Taggery  
river in the Kovakynaggar  
Mündary in the North Arcot  
District.

No. 546-547