

(1) Number of pages 12

(2) Date of repair _____

(3) Initials of the Referencer _____

MADRAS RECORD OFFICE.

Government of Madras.

Public works DEPARTMENT.

G.O. No. 3920	Press ~~Mis.~~
376-77	
Dated 19 12	1867.

Not to be folded or roughly handled

lib
22-6-43

*Proceedings of the Madras Government, Public Works Department,
19th December 1867.*

No. 376. Read the following letter from the Consulting Engineer for Railways, to the Secretary to Government, Public Works Department, dated Madras, 3rd December 1867, No. 332 :—

From Superintending Engineer, No. 3,975, dated 19th Nov. 1867, with enclosure, one sketch.
To Messrs. Arbuthnot & Co., No. 462, dated 21st November 1867.
From Messrs. Arbuthnot & Co., No. 215, dated 28th November 1867, with enclosure.

1. I have the honor to request that you will be so good as to lay before Government, for their orders, the correspondence noted in the margin.

2. In March last, the Superintending Engineer, 4th Division, forwarded to this office a petition from the Mirassidars of Konary Coopum, in which they complained that, at 17½ miles of the tramway from Arconum, an irrigation channel had been stopped by the Company's embankment, and that no provision had been made of a suitable passage for the water required to irrigate about forty cawnies of land; also that excavations had been made in proximity to the calingula of the Konary Coopum tank, thereby endangering its stability.

3. The letter of the Superintending Engineer, with its enclosures, was sent to the Secretaries and Agents of the Tramway Company, with a request that the evil complained of might be remedied. In reply, a letter was received from the Resident Engineer and Traffic Manager, in which he writes somewhat evasively, as follows :—
“ I beg to state that there must be some mistake about this matter, the petitioners' letter states ‘ that mud has been taken from a place below the calingulah, ’ I suppose this means the large tank at Peria Conjeeveram.” * * * * “ No culvert has been built, broken, or altered at or near this place since the line was constructed and passed by the Government Consulting Engineer. I must, therefore, respectfully decline to make any additions or alterations unless the expense of the same is defrayed by the promoters or the Government.”

4. After further correspondence on the subject, the Secretaries and Agents, in June last, requested that a person might be deputed to meet the Assistant in charge of the Company's works at Arconum, and to point out the exact spot under dispute.

5. The Sub-Engineer in charge of the range, under instructions from the Superintending Engineer, lately met Mr. Holloway, and in reporting the result of their joint inspection, Mr. Ottmann stated the circumstances very clearly, and seemed to place the claim of the Mirassidars beyond all doubt. This report, with the covering letter from the Superintending Engineer, was forwarded to Messrs. Arbuthnot & Co., with my letter No. 462, of the 21st ultimo.

* 25th November 1867.

6. Messrs. Arbuthnot & Co. in their reply, * enclosing copy of a letter received by them from the Resident Engineer, concurred with him in the opinion that the Tramway Company are in no way bound to move in the matter, upon the ground that the work required to be done is outside their ground.

7. It will be observed that no other plea is put forward on behalf of the Tramway Company, and that no attempt is made to reply to the Mirassidars' petition upon its merits. The main facts of the case, that a channel previously existed, that the tramway embankment had been carried across it, and that no provision had been yet made for the passage of water through the embankment,

*Proceedings of the Madras Government, Public Works Department,
19th December 1867.*

these are not denied. Clause 30 of the Articles of Agreement with the Tramway Company runs as follows:—"In the event of a Government Inspector reporting "that the line or any part of it, * * * * * cannot continue to be used "with proper regard to the rights or the safety of the public, the Government "may prohibit the use thereof, and the Company shall immediately thereupon "abstain from the use of anything the use of which has been so prohibited." I am clearly of opinion that, under this clause of their Agreement, the Company are bound to provide the Mirassidars with a passage for the water required for their fields. This they may do in either of the modes pointed out by the Superintending Engineer in his letter of the 19th ultimo; but should they continue to refuse, they may, in my opinion, be legally prohibited from running trains over that portion of their line.

No. 377. ORDER THEREON, 19th December 1867, No. 3,920,

RAILWAY, No. 24.

The line of Tramway from Arconum to Conjeeveram having been passed by the Consulting Engineer and worked for some time, the Government do not think it advisable to raise the legal question of the liability of the Indian Tramway Company to restore to the Mirassidars of Konary Coopum a free passage to the water of their tank for the irrigation of their fields, and His Excellency in Council accordingly directs that the Superintending Engineer of the 4th Division will submit for the orders of Government plans and estimates for the alternative measures proposed in Colonel Bean's letter of the 19th November 1867, No. 3,975.

(True Extract.)

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

To the Superintending Engineer, 4th Division.
.. Consulting Engineer for Railways, with six Enclosures.

Exd. S. T. Augustin.

CONSULTING ENGINEER'S OFFICE,

Railway Department.

No. 332 -

From

Major J. W. M. Shaw Stewart R.E.
Consulting Engineer for Railways,

To

Colonel C. A. Orr R.E.

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

SIR,

I have the honour to request that you will be so good as to lay before Government, for their orders, the correspondence noted in the margin.

In March last the Superintending Engineer 4th Division forwarded to this office a petition from the Mirassidars of Konarycoopum, in which they complained that at 17 5/8 miles of the tramway from Arconum an irrigation channel had been stopped by the Company's embankment, and that

From Supg. Engr.
N^o 3975 of 19 Nov 67
with enclosure & sketch
To Secy to Govt. N^o 462 of 21 Nov 67
From Secy to Govt. N^o 215 of 28 Nov 67
with enclosure.

that no provision had been made of a suitable passage for the water required to irrigate about forty cawrees of land; also that excavations had been made in proximity to the Calingula of the Hoias, causing tank, thereby endangering its stability.

The letter of the Superintending Engineer with its enclosures was sent to the Secretaries and Agents of the Framroze Company, with a request, that the evil complained of might be remedied. The

reply a letter was received from the Resident Engineer and Traffic Manager, in which he writes somewhat evasively, as follows:-

"I beg to state that there must be some mistake about this matter, the Petitioner's letter states 'that mud has been taken from

"a place below the Calingula' I suppose this means the larger tank at Paria -

"Conjeveram". x x x x "No culvert

"has been built, broken or altered at or

"near this place, since the line was constructed

"and passed by the Government Consulting Engineer."

"Engineer. I must therefore respectfully decline to make any additions or alterations unless the expense of the same is defrayed by the promoters or the Government."

4. After further correspondence on the subject the Secretaries and Agents, in June last, requested that a person might be deputed to meet the Assistant in charge of the Company's works at Arcunum, and to point out the exact spot under dispute.

5. The Sub-Engineer in charge of the Range, under instructions from the Superintending Engineer, lately met Mr. Holloway, and in reporting the result of their joint inspection, Mr. Ottmann stated the circumstances very clearly, and seemed to place the claim of the meeracidars beyond all doubt. This report, with the covering letter from the Superintending Engineer, was forwarded to Messrs. Arbuthnot & Co. with my letter No. 462 of the 21st ultimo.

6. Messrs Arbutnot & Co in their
reply, enclosing copy of a letter received by
them from the Resident Engineer, concurred
with him in the opinion that the Tramway
Company are in no way bound to move in
the matter, upon the ground that the work
required to be done is outside their ground.

7. It will be observed that no
other plea is put forward on behalf of
the Tramway Company, and that no attempt
is made to reply to the Meeracidar's petition
upon its merits. The main facts of the case,
that a channel previously existed, that
the Tramway embankment had been carried
across it, and that no provision had been
yet made for the passage of water through
the embankment, these are not denied.

Clause 30 of the Articles of Agreement
with the Tramway Company runs as follows:-
"In the event of a Government Inspector
reporting that the line or any part of it,
" x x x x x x x cannot con-
"= tinue to be used with proper regard
" to

25 Nov 1867

"to the rights or the safety of the public the
"Government may prohibit the use
"thereof and the Company shall immedi-
"ately thereupon abstain from the use of
"any thing the use of which has been so
"prohibited." I am clearly of opinion that
under this clause of their agreement the Com-
= pany are bound to provide the Meeracidar
with a passage for the water required for
their fields. This they may do in either
of the modes pointed out by the Superintending
Engineer in his letter of the 19th ultimo;
but should they continue to refuse, they
may, in my opinion, be legally prohibited
from running trains over that portion of
their line.

Madras
2nd December
1867

I have the honour to be,
Sir,
Your most obedient servant,
W. H. Stewart Major R.E.
Cons: Eng: for Railways.

No 3920 Public Works Department.

PROCEEDINGS of the MADRAS GOVERNMENT.

Under date the 19th Decr 1867

Read the following

From the Consulting Engineer
for Railways

(Here enter No. 332 dated 3rd Decr 67)

The line of tramway from Cheonum to Conjeeveram having been proposed by the Consulting Engineer and worked for some time, the Government do not think it advisable to raise the legal question of the liability of the Indian Tramway Company to restore to the shareholders of Tronony. Coorun a free passage to the water of their tank for the irrigation of their fields, and

N.
W.
by

Received 6th Decr 1867
A.M.B.
1867

Referred to the Government Solicitor for the opinion of the Advocate General being obtained as to whether the Government, under the terms of their agreement with the Indian Tramway Company, can call upon the Company to restore to the shareholders of Tronony. Coorun a free passage to the water of their tank for the irrigation of their fields, and whether, in the event of the refusal of the Company, the Government can enforce compliance by prohibiting the running of trains over that portion of the line.

For the Secy. to Govt. P.W.D.
1867
The Secretary to Government
Public Works Department
Fort Saint George.

No 396

the order of Govt. for the expenditure of money the claims of the Tramway Company will be for damage done to their property.

Dated 2nd Decr 1867
Received 4th Decr 1867.

No. 392
1867-19 Decr 1867
Submitting for

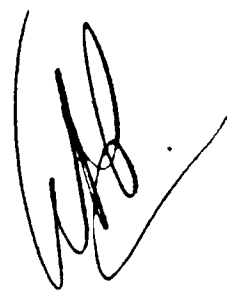
To
The Secretary to Government,
Public Works Department,
Fort Saint George.

RAILWAY DEPARTMENT.

From
The Consulting Engineer
for Railways,

1867-19 Decr 1867
1867-19 Decr 1867

and His Excellency
in Council accordingly
directs that the Super-
intending Engineer of
the 4th Division will
submit for the orders
of Government plans
and estimates for the
alternative measures
proposed in Colonel
Beane's letter of the
19th of November 1867, No.
3975 -



To
9 The S. Eng 4th Div
11) On Eng for
Railways with
six Enclous.

Despatch 20/2/67

41

376-377
P. W. 1867. Department.
Pro of Govt for December
No. 3920

PROCEEDINGS OF GOVERNMENT. *Madr*

Dated 19th December 1867

Requesting the Supg.
Engr 4th Division to submit
Plans and Estimates for the
restoration of an Irrigation
channel, stopped by the
embankment of the Indian
Tramway Company

376-377