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MADRAS RECORD OFFICE.

Government of Madras.

Public works **DEPARTMENT.**

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13/6-44

Proceedings of the Madras Government, Public Works Department,
19th October 1871.

No. 299. Read the following letter from the Superintending Engineer, 6th Division, to the Secretary to Government, Public Works Department, dated Tanjore, 13th September 1871, No. 527:—

I HAVE the honour to inform you that on the 22nd October* 1867, the Executive Engineer in charge of No. 1 Range, Trichinopoly, reported that owing to the dangerous state of the north bank of Cauvery in the limits of Mailoor, about four miles below the Naut Voikal head sluice, certain protective works were undertaken on emergency with the concurrence of the Collector. These works, according to the estimate forwarded by the Executive Engineer, amounted to Rupees 2,660, and included the filling up of a portion of the Naut Voikal about 410 yards in length and making a new cut for the channel, as the old channel passed along the foot of the Cauvery bank without any intervening padugay and was undermining the bank. The estimate was forwarded for the Collector's approval on the 14th November 1867, with a request that the value of the land taken up for the Naut Voikal new cut might be filled up in his office. The Collector in reply† wished to know if there was any objection to the making over of the old bed of the Naut Voikal, comprising ·71 of an acre, in compensation in part for the land taken up for the new cut and which occupied 1·2 acres. I informed‡ him that the old bed should not be made over to the villagers, as it had been filled up and formed a narrow padugay, or high level margin, between the new channel and the river bank, a padugay being required for the protection of the bank. A lengthy correspondence passed on this subject between the Collector and this office as shown in the margin.§ In his letter No. 111, dated the 4th May 1869, the Collector stated that the whole extent to the south of the Naut Voikal new cut in the Mailoor limits, inclusive of the north bank of the Cauvery, was ascertained to be private property, the same having been sold by the Agent to the Carnatic Property in one lot; that the piece of land taken up by the new cut consisted of 0·53 acres, of which 0·33 was occupied by a pathway; that the old channel course, now in disuse on account of the new cut, covered an area of 0·71 acres; that the portion between the old and new cut consisted of 1·41 acres; that the northern bank of the Cauvery lying immediately to the south of the old channel covered an area of 0·98 acres, the total area being 4·63 acres; that the portion taken up by the new cut was 1·2 acres exclusive of the pathway, and that for this portion alone compensation should be paid; that the rest 3·1 acres must be left in the enjoyment of the owner who purchased the land at Mr. Dale's auction of Carnatic Property, and who held a title-deed, granted by Government and signed by the Secretary to Government, for it. The Collector further stated that the area for which compensation had to be paid might be reduced by making over to the proprietor the 0·71 of an acre occupied by the old channel. That it was by an error that the Cauvery bank had

1 Translation of Decree.
* Letter No. 831.

No. 1,226.

† No. 44, dated 18th March 1868.

‡ No. 1,783, dated 21st March 1868.

§ From Collector, No. 56, dated 1st April 1868.
To do. ,, 19, ,, 6th ,, ,,
From do. ,, 178, ,, 28th August ,,
To do. ,, 670, ,, 17th Sept. ,,

been measured and included in and sold with the Carnatic property, but as the error could not be rectified, he was of opinion that a Moochilika should be taken from the proprietor requiring him to keep the bank in the same condition as that in which the banks on both sides of the portion through his land were maintained by Government; but that if the bank and the adjacent land must necessarily be in the possession of the Department Public Works, it would be necessary to pay for the whole tract *minus* the pathway and the old bed of the Naut Voikal. The Collector was informed* in reply that if a Moochilika, as proposed by him, were taken from the proprietor of the land on which the Cauvery bank in the Mailoor limits stood, to the effect that the proprietor would keep the portion of the bank on his land in the same condition as that in which the bank on either side might be, there would be no objection to surrender the portion occupied by the old course of the Naut Voikal; that such a Moochilika or Agreement should be entered into with the Revenue Department and be registered and preserved in the Collector's office; and that it should be so worded as to leave no doubt as to the liability of the proprietor of the land for the safety of the bank, and should also provide for the re-imbursement to the Department Public Works of any sum expended by them on emergency to prevent the destruction of the bank should the proprietor neglect it. The Collector in reply,† stated that the proprietor of the land between the Nadookaray Naut Voikal and the Cauvery had after all given a deposition before the Tahsildar to the effect that he was willing to make over to the Department Public Works the northern bank of the Cauvery in Mailoor limits, with a view to its being maintained by them, though it is included in the lot sold to him by the Receiver of the Carnatic Property. The Collector further stated that the lands taken up for the new cut consisted of 0·35 acres of Nunjah and 0·85 of Punjah, or 1·2 acres in all, and deducting from this ·71 of Punjah, the bed of the old channel, compensation should be paid for 0·35 of Nunjah and 0·14 of Punjah; that the proprietor of these lands had agreed to receive Rupees 243-1-7 for the lands and for the trees, etc., which were on them when they were taken up; and that this sum should be paid to the proprietor, and he should be put in possession of the old bed of the channel. In reply to this letter it was pointed out to the Collector that he had lost sight of the previous correspondence relative to the surrender of the land formed by the filling up of the old course of the Naut Voikal, and that the land could not be given up as the safety of the bank depended upon it; that it was covered with wild cane, etc., and was yearly being raised by the accumulation of deposit, and this raising would, in a great measure, cease were the land cleared and cultivated, and the denudation of the bank would probably cause the bank to settle; that it was therefore out of the question to surrender this land to a private individual unless he would guarantee the safety of the bank. While the case stood thus, Rungasawmy Iyengar, the proprietor of the land that was taken up for the new cut of the Naut Voikal, brought a suit against Overseer Poonnoosawmy Pillay, in the Trichinopoly District Moonsiff's Court, for cutting wild cane, etc., to the value of Rupees 139-4-0 on the padugay created by the Department Public Works by filling up the old course of Naut Voikal and on that

* No. 190, dated 11th May 1869.

† No. 295, dated 25th November 1869.

No. 1,019, dated the 2nd December 1869.

Proceedings of the Madras Government, Public Works Department,
19*th October* 1871.

adjacent and immediately under the river bank, on the plea that the old course of Naut Voikal was already made over to him in compensation in part for the land taken up for the new cut, and the suit was to come on for hearing on the 28th of January 1870. Upon this the Collector was requested to call upon the Tahsildar to make an amicable settlement with Rungasawmy Iyengar regarding the matter, as the question of compensation for the land taken up for the Naut Voikal new cut was still pending; and as I learned from the Tahsildar that Rungasawmy Iyengar was not desirous of cultivating the land between the Cauvery bank and the new course of the Naut Voikal, but that he would allow wild cane, etc., to grow upon it, I stated that if Rungasawmy Iyengar would do this, and if he would not object to earth being obtained for the river bank in the Mailoor limits from this land, I would not object, as a special case, to the padugay formed by filling up the old bed of the Naut Voikal being handed over to him in compensation in part for the land occupied by the new channel, and if this were done I had also no objection to the sum obtained by the sale of the wild cane lately cut being made over to Rungasawmy Iyengar, after deducting therefrom the cost of planting and maintaining the wild cane. The Collector accordingly directed the Tahsildar to make an amicable settlement with Rungasawmy Iyengar, and it appears that Overseer Poonnoosawmy Pillay was desired by the Tahsildar to apply to the Court for the postponement of the hearing of the case for three months from the 28th January, the date for which the hearing was originally fixed, to admit of an amicable settlement being made. The negotiation with Rungasawmy Iyengar for an amicable settlement was not, however, concluded within the three months, and Overseer Ponnoosawmy Pillay having neglected to apply to the Court for a further adjournment of the case after the expiration of the three months, the Court on the 18th January 1871 passed an *ex parte* decree* directing the payment of the value of the wild cane, etc., together with costs to Rungasawmy Iyengar amounting to Rupees 165-0-3 as shown in the margin,† and prohibiting the defendant Ponnoosawmy Pillay from interfering with the wild cane, etc., still remaining on the land, and Overseer Ponnoosawmy Pillay has paid the said sum of Rupees 165-0-3 and a further sum of Rupees 8-15-2, as subsequently directed by the Court, from his own funds. The Overseer states that, in addition to paying Rupees 173-15-5 as shown above, charges to the extent of Rupees 6-12-0 were incurred by him in connection with the suit, and requests that these sums may be re-imbursed to him. On the Overseer being called upon to explain why he neglected to apply to the Court for a further adjournment of the case when he was aware that a settlement had not been come to regarding it, he stated that he took no measures as he was under the impression that the case had been taken out of his hands and rested with the Tahsildar. Although this was in point of fact the case, the Overseer should

No. 1,189, dated 15th January 1870.

* An English translation enclosed.

† Value of wild cane, etc. 139 4 0
Costs 25 12 3
RS. A. P. 165 0 3

RS. A. P.
165 0 3
8 15 2
173 15 5

not have neglected to apply to the Court for a further adjournment of the case until such time as the Tahsildar was able to make an amicable settlement with Rungasawmy Iyengar. The Overseer appears not to have been aware of an *ex parte* decree having been passed until a warrant had been served upon him by the Court for the payment of the amount of the decree, and the decision of the case was reported to this office only after the amount of the decree had been paid by the Overseer, and it is not possible now to appeal against the decision as the appeal time has expired. Under these circumstances I would leave it for the consideration of Government whether the amount paid by the Overseer in connection with the suit should be re-imbursed to him or not, only observing that he appears to have erred from ignorance rather than from neglect.

2. The Collector states that a decree having been passed in favour of Rungasawmy Iyengar he refuses to bind himself by any of the terms referred to in my letter to the Collector, No. 1,189, dated the 15th January 1870, relative to the conservancy of the river bank in Mailoor limits, and that Rungasawmy Iyengar insists upon having the ·71 of an acre of the old course of the Naut Voikal in compensation in part of the land taken up for the new cut, and upon Rupees 243-1-7 being paid for the lands taken up in excess of the aforesaid extent and for the trees, etc., which were on the land.

No. 40, dated the 5th April.

3. There is no objection whatever to the payment to Rungasawmy Iyengar of the compensation of Rupees 243-1-7 above referred to under Agricultural Repairs, as the estimate of Rupees 2,660, in which the diversion of the channel was provided, was sanctioned under that head.

4. With regard to the bed of the Naut Voikal old course measuring ·71 of an acre, you will observe, from what is stated above, that the safety of the Cauvery bank in a great measure depends upon the maintenance of the padugay formed in the old course of the channel in its present condition and upon the accumulations now forming being available for repairs to the existing bank, which stands immediately upon the deep margin of the river, and though protected by stone groynes, is by no means free from liability to injury. It will be necessary, therefore, that the land should be taken up under Act X. of 1870 for the conservancy of the river bank.

5. The Revenue Surveys, I regret to find, are on too small a scale to admit of the margins required for the conservancy of the river banks being marked upon them, and it will be necessary, therefore, that the river banks and padugays should be surveyed again, and be plotted on a large scale to admit of the lands for the purposes of conservancy being taken up as directed in G. O., No. 941, dated 30th March 1871, and a special establishment will probably be required for the purpose.

No. 300. ORDER THEREON, 19th October 1871, No. 2,653.

ESTABLISHMENT, No. 30.

IN October 1867, the dangerous state of the north bank of the Cauvery river within the limits of Mailoor in the Trichinopoly District rendered emergently necessary certain protective works, and

Proceedings of the Madras Government, Public Works Department,
19*th October* 1871.

these were undertaken with the concurrence of the Collector by the Executive Engineer in charge of the Range. They included the filling up of a portion of the Naut Voikal, a channel which passed along the foot of the Cauvery bank and was undermining it, and a new cut which was at the same time made for the water to flow in at such a distance from the old course as to interpose a padugay or berm between the running stream and the embankment. This padugay was planted with canes, and the preservation of these was necessary as favouring the deposition of soil and preventing denudation by rain.

2. In the channel cutting, land to the extent of 1·53 acres was taken up and the filling up of the old course created a strip susceptible of cultivation, the area of which was 0·71 acres. This the proprietor of the land taken up by the new cutting was desirous of having handed over to him in part payment, but the Superintending Engineer objected because cutting the canes in order to cultivate would subject both it and the bank to loss of soil.

3. In the course of negotiations carried on by the Collector with Rungasawmy Iyengar the owner, it was discovered that the whole extent to the south of the Naut Voikal new cut in the Mailoor limits, inclusive of the north bank of the Cauvery, was private property held under a title-deed signed by the Secretary to Government, but nevertheless that the Cauvery bank had been measured in and included in the sale of the Carnatic property by mistake. While questions connected with the adjustment of the proprietor's claims were under discussion between the Collector and Superintending Engineer, Rungasawmy Iyengar brought a suit against an Overseer of the Public Works Department for cutting wild cane on the padugay formed by the filling up of the old channel course on the plea that it had already been made over to him in part compensation for the land taken up for the new cut. Under direction the Overseer applied for a postponement of the hearing for a period of three months, in order that if possible an amicable settlement of the affair might be arrived at. The negotiations with Rungasawmy Iyengar were not concluded within that period and the Overseer having neglected to apply again to the Court for a further adjournment, the case came on for disposal and an *ex parte* decree was passed directing the payment of the value of the wild cane with costs, amounting to Rupees 165-0-3, to Rungasawmy Iyengar and a further sum of Rupees 8-15-2, and prohibiting the defendant from interfering with the wild cane, etc. The whole of this sum was disbursed by the Overseer, who now applies for a refund to himself from public sources of the amount, Rupees 173-15-5, pleading that he took no measures to obtain a further period of delay from the Court because he was under the impression that the case had been taken out of his hands by the Tahsildar.

4. A decree having thus been passed in favour of Rungasawmy Iyengar, he now declines to bind himself to a proper conservancy of the river bank and insists on his right to the made land along the old channel course in part compensation for that taken up and in addition to a payment of Rupees 243-1-7 as balance of compensation due both for land and trees.

5. The Superintending Engineer, while stating that there is no objection to the payment of Rupees 243-1-7 above referred to from the estimate for the works

sanctioned against the allotment for Agricultural Repairs, points out that the safety of the river bank depends in a great measure on the maintenance of the padugay recently formed and upon the soil now accumulating being available for the repairs to the bank, and recommends that both padugay and bank should be taken up under Act X. of 1870. Finally, it is explained that in order to admit of proper arrangements being carried out in accordance with G. O., No. 941, dated 30th March 1871, for the acquiring of lands for conservancy of the river banks, these as well as the padugays will have to be re-surveyed and plotted on a large scale for which duty a special establishment will probably be necessary.

6. As it appears from the report of the Superintending Engineer that the Tahsildar had been made aware of the circumstances of the case and had actually been charged to settle it amicably, and as, moreover, it was under his direction that the Overseer applied for the three months adjournment first obtained, the Collector, through the Revenue Department, will be requested to obtain from him a full explanation of his apparent neglect of the interests of Government in not having taken steps to ensure that it was duly represented at the hearing of the case. Pending the receipt of this explanation the consideration of the question of refunding the sum paid by the Overseer in satisfaction of the decree will be reserved.

7. The proposal of the Superintending Engineer to regain the land above mentioned as well as the river bank so far as is necessary under Act X. of 1870, is approved, and he will furnish the Collector with the necessary information. That officer will also be given instructions on the subject through the proper channel.

8. The Superintending Engineer will be requested to furnish as soon as practicable a detail of the survey establishment which may be required to carry out the necessary works in connection with the demarcation and plotting of the padugays and river banks required to be taken possession of by Government for the more effectual conservancy of the Cauvery, and meanwhile the concluding paragraph of the Superintending Engineer's letter will be communicated to the Superintendent of the Revenue Survey, with the view to his informing the Government whether the surveys on such a scale as will suit the Superintending Engineer's purpose could not be prepared in his office from former field-work and the expense of making a new and special survey be so avoided.

(True Extract.)

Captain, R.E.,
Offg. Joint Secretary to Government.

To the Superintending Engineer, 6th Division.
" Revenue Department.
" Superintendent of Revenue Survey.

Exd. S. T. Augustin.

No. 2653 P.W.D.
Proceedings of the Madras Govt.
2653 Read the following
from
The Supg Engineer
6th Div. (No. 5273/13th Sept 1871)

In October 1867, the dangerous state of the north bank of the Cauvery river with in the limits of Trichinopoly District rendered emergently necessary certain protective works and these were undertaken with the concurrence of the Collector by the Executive Engineer in charge of the Range. They included the filling up of a portion of the Grand Vaikal, a channel which passed

along the foot of the Cauvery bank and was undermining it and a new cut which was at the same time made for the water to flow in at such a distance from the old Course as to interpose a Padooga or berm between the running stream and the embankment. This Padooga was planted with Canes and the preservation of these was necessary as favoring the deposition of soil and preventing denudation by rain.

2. In the channel cutting, land to the extent of 1.53 acres was taken up

and the filling up of the old Course created a strip, unsusceptible of cultivation, the area of which was 0.11 acres. This the proprietor of the land taken up by the new cutting was desirous of having handed over to him as part payment but the Superintending Engineer objected that the cutting of the canes in order to cultivating would subject both it and the bank to loss of soil.

3. In the course of negotiations carried on by the Collector with Rungasamy Iyengar the owner, it was discovered that the whole

extent to the south of the
main Coast new cut
in the Madras limits
inclusive of the north
bank of the Cauvery was
private property held
under a title deed signed
by the Secretary to Govt
but nevertheless that the
Cauvery bank had been
measured in and
included in the said
of the Carnatic by mis-
take. While questions
connected with the
adjustment of the pro-
prietors claims were
under discussion bet-
ween the Collector
and Supt Engineer Rungavarry
Iyengar brought a
suit against an Overseer
of

of the Public Works De-
partment for cutting
wild Cane on the
Padoogay formed by
the filling up of the old
channel course on the
plea that it had
already been made
over to him in part
compensation for the
land taken up for
the new cut. Under
direction the Overseer
applied for a postpone
ment of the hearing
for a period of three
months in order that
if possible an amic-
able settlement of
the affair might be
arrived at. The nego-
tiations with Rungavarry
Iyengar

Iyengar were not concluded within that period and the Overseer having neglected to apply again to the Court for a further adjournment the case came on for disposal and an ex parte decree was passed directing the payment of the value of the wild Cane cut to the amount according to Rs. 165-0-3 to Ramaswamy Iyengar and a further sum of Rs. 8-15-2 and prohibiting the defendant from interfering with the wild Cane &c. The whole of this sum was disbursed by the Overseer who now applies for a refund to himself from Public sources of the amount Rs 173-15-5 pleading that he took no measures to obtain a further period of delay from the Court because he was under the impression that the case had been taken out of his hands by the Tahsildar

4. A decree having thus been passed in favor of Ramaswamy Iyengar he now declines to bind himself to a proper conservancy of the river bank and encroaches on his right to the made land along the old channel course in

part compensation for that taken up and in addition to a payment of Rs 243-1-7 as balance of compensation due both for land and trees.

3 The Supt Engineer while stating that there is no objection to the payment of Rs 243-1-7 above referred to from the estimate for the works sanctioned against the allotment for Agricultural Repairs points out that the safety of the river bank depends in a great measure on the maintenance of the Padoogay recently formed and upon the soil now accumulating being

being available for the repairs to the bank and recommends that both Padoogay and bank should be taken up under Act X of 1870. Finally it is explained that in order to admit of proper arrangements being carried out in accordance with G. O. No 941. dated 30 March 1871. for the acquiring of lands for conservancy of the river bank Rs. there as well as the Padoogays will have to be resurveyed and plotted on a large scale for which duty a special establishment will probably be necessary.

As

Pvaq duly represented at the hearing of the case. Pending the receipt of the explanation the consideration of the question of refunding the sum paid by the Overseer in satisfaction of the decree will be reserved.

7— The proposal of the Supt Engineer to regain the land above mentioned as well as the river bank so far as is necessary under Act X. of 1870, is approved and he will furnish the Collector with the necessary information. That officer will also be given instructions

on

6— Is it appears from the report of the Supt Engineer that the Jahoildar had been made aware of the circumstances of the case and had actually been charged to settle it amicably and as moreover it was under his direction that the Overseer applied for the three months Adjournment first obtained the Collector through the Revenue Department will be requested to obtain from him a full explanation of his apparent neglect of the interests of Govt in not having taken steps to ensure that it

was

ou the subject through the proper channels.

8 - The Supt Engineer will be requested to furnish as soon as practicable a detail of the Survey Establishment which may be required to carry out the necessary works in connection with the demarcation and plotting of the Paidongan and river boundaries required to be taken possession of by Govt. for the more effectual conservancy of the Canal

And meanwhile Addl. Supt the Concluding Margraff of the S. Ei letter will be communicated to the Superintending Engineer for his information. The Supt Engineer is requested to furnish a detail of the Survey establishment which may be required to carry out the necessary works in connection with the demarcation and plotting of the Paidongan and river boundaries required to be taken possession of by Govt. for the more effectual conservancy of the Canal

No. 30 ½ Dft:

No. 45

To The Supt Engineer 6 Div
" Revenue Departt
" Supt Rev. Survey

Dated 20/10/71.

6 Copy 21st Dft/71 R. 10 Oct

C- ho- 4379 -

Gobt. of {1871} Madras.

PUBLIC WORKS.

To The Superintending Engr
6th Division

Dated

Read. Encl. /

G. O. 19th Octr 1871. No 2653.

No. 2991/200

Civil-against-Queeren Pounoo
- ramma Pillay - Petn praying orders
on the Letter & and the Superl
Engineer's Report in the Revenue Cases under which
the Ryots cause of the land- varied
has been taken possession &
by one Ramasawmy Iyengar
& the institution of Civil
by him against the Queeren
for cutting the Casuarina & Bamboos
on the land-

71.