Proceedings of the Madras Government, Public Works Department, 15th January 1874.

No. 206. Read the following letter from Lieutenant-Colonel J. H. M. SHAW-STEWART, R.E., Consulting Engineer for Railways, to Colonel G. W. WALKER, R.E., Secretary to Government, Public Works Department, dated Madras, 11th December 1873, No. 667:—

IN the Proceedings of Government, dated the 2nd April 1873, No. 1,021, His Excellency in Council signified his approval of certain protective works which had been recommended by the Bridge Committee in the case of the bridge over the Naggery river on the North-West Line of the Madras Railway. The estimate for these works, amounting to Rupees 44,438, was submitted to Government upon the 15th September 1873,* and received the sanction of the Government of India on the 1st November 1873.

*Proceedings of Government, 6th October 1873, No. 2,450, and 25th November 1873, No. 2,844.

2. Together with these protective works to the bridge itself, the Committee recommended that certain measures should be adopted for retaining the waters of the Naggery river within its banks above bridge; and these measures also received the approval of the Government, as signified in their Proceedings above quoted. An alternative proposal was subsequently brought forward by the Railway Authorities; but the Government, in their Proceedings, dated 9th July 1873, No. 1,765, decided in favour of the measures which had been recommended by the Committee.

3. I have now the honour to submit, for the consideration of Government, a letter† from the Agent of the Madras Railway Company, enclosing one from the Chief Engineer, and forwarding an estimate showing the probable cost of these up-stream defences. The estimate amounts to Rupees 17,965, and is accompanied by a plan‡ showing the proposed site of the works, as decided by Mr. Going and myself after careful examination of the country.

† No. 976, dated 26th November 1873.

Indian.	RS.
Capital	13,695
Revenue	4,270

‡ No. 379.

4. I beg to draw special attention to the 5th paragraph of the Chief Engineer's letter. Mr. Going there points out that it is necessary for the Railway Company to be placed by Government in possession of the land required for the embankment and for the side ditch from which material is to be taken; also that authority to quarry the stone required for the revetment and groyne should be obtained. With reference to this last point, Mr. Going alludes to an agreement which was executed between the Company and the Zemindar of Carvutnugger when ground was broken for the North-West Line, and under which the Company were empowered to quarry stone within the Zemindary on payment of a royalty of 5½ Annas per cubic yard. Mr. Going points out that if this agreement cannot now be enforced, the cost of stone work as entered in the estimate now submitted must be considerably increased, inasmuch as the Zemindar's officials have lately claimed a royalty of from 1 to 2 Rupees per cubic yard.

5. Since the Agent's letter reached me, I have had an opportunity of examining the agreement in question. It is written in the Telugu character, and

bears date the 8th April 1859. I find that in the body of the instrument it is expressly stated that the terms of the agreement are to be valid "until the termination of the work of the railroad passing within the limits of the aforesaid Zemindary;" and it seems to me that it must be held to have expired when the railway was opened to public traffic.

Under any interpretation of the above quoted words, its present validity seems more than questionable. I have discussed this point with the Railway Authorities, and I do not understand that they now differ from me.

6. It must however be borne in mind that the Zemindar's property will be materially improved by the construction of the proposed works. This fact was alluded to by the Bridge Committee in their report; and it seems to me that the Zemindar might fairly be expected to give, as his contribution towards the work, the land required for the embankment, and also to allow the stone required for the revetment and the groyne to be quarried without charge for royalty. He has already stated* that he has no objections to offer to the carrying out of the Committee's proposals.

* *Vide* Proceedings of Government, 25th July 1873, No. 1,887.

The extent of land which will be occupied permanently by the embankment is about 1½ acres, and the temporary occupation of about 2 acres will also be required for the supply of material for its construction.

7. It is to be hoped that some satisfactory arrangement may soon be made, so as to admit of the early commencement of the embankment and groyne, to which the Bridge Committee attached great importance. In their Proceedings quoted at the beginning of this letter, the Government granted authority for the immediate construction of these works; but, owing to the fact of their lying within the Zemindary, the repair of the old revetment along the river bank is the only measure which the Railway Authorities have been as yet able to carry out.

From W. BARTON-WRIGHT, Esq., Acting Agent and Manager of the Madras Railway Company, to Lieutenant-Colonel J. H M. SHAW-STEWART, R.E., Consulting Engineer for Railways, dated Madras, 26th November 1873, No. 976.

WITH reference to paragraph 2 of G O., No. 1,021, of the 2nd April, and to Government Order, No. 1,765, of the 9th July 1873, I have the honour to forward herewith a plan and estimate (both in duplicate) relating to the protective works to the Naggery Bridge, recommended by the Bridge Committee in their report, dated the 4th March 1873. I also enclose a copy of the Acting Chief Engineer's letter, No. 784, of the 24th instant, with which they were forwarded to me.

2. The date upon which the sanction will lapse and the heading in the Budget to which it is proposed to charge the expenditure, are marked on the face of the estimate in red ink, and I request that you will be so good as to communicate to me the sanction of Government for the proposed expenditure, viz., Rupees 17,965.*

*13,695 Capital.
4,270 Revenue.

3. With reference to paragraph 5 of Mr. Going's letter, I have the honour to request also that you will be so good as to take the necessary steps for placing the Company in possession of the land required. I have asked Mr. Going to prepare a plan and schedule thereof, and will forward them to you as soon as possible.

4. As regards the royalty claimed by the Agents of the Zemindar of Carvutnugger for the stone the Company has been recently using for railway purposes, I beg to inform you that the agreement to which Mr. Going refers is dated the 8th April 1859, and that under its provisions

the Company is entitled to the stone so required on payment 5 Annas and 6 Pies per solid yard. Mr. Going has, as he states in his letter, twice previously drawn attention to this subject; but, owing to the peculiar circumstances in which the Zemindar's property is at present, we have been unable to obtain any settlement of the question. The quantity of stone which we shall now require will be considerable, and I shall be much obliged if you will direct the attention of Government to the subject, or favour me with your opinion as to what steps the Company should take in the matter.

5. The Zemindar and his Assignees are bound by the agreement referred to, and there will therefore, I presume, be no necessity for revising the cost of stone work in the estimate, as suggested by the Acting Chief Engineer in the concluding part of paragraph 5 of his letter.

From T. H. GOING, Esq., Acting Chief Engineer, to W. BARTON-WRIGHT, Esq., Acting Agent and Manager, Madras Railway Company, dated Madras, 24th November 1873, No. 784.

REFERRING to G. O., No. 1,021, of 2nd April 1873, paragraph 2, and to G. O., No. 1,765, of 9th July, I beg to forward herewith a plan of that portion of the Naggery river north bank in the neighbourhood where protective works are recommended by the Bridge Committee in their report dated 4th March 1873. The estimate of cost of these works also accompanies this letter.

2. With regard to the plan, I have to observe that the position therein shown for the embankment is that selected by Colonel Shaw-Stewart on 2nd September, when he was kind enough to accompany me to the locality with a view to defining the site indicated by the Bridge Committee.

3. The position of the stone groyne as marked on the plan, corresponds with that sketched by the Committee on the plan (No. 234) which accompanied their report.

4. The revetment is shown as it exists.

5. Before the Railway Company can enter upon the ground for the purpose of executing these works, it will be necessary that Government should place them in possession of so much land as will be required for the seat of the embankment and for the side ditch from which material to compose it is to be taken. It will also be necessary that they should be furnished with Government authority to quarry the stone required for the revetment and groyne. I specially call attention to this subject, as in all late instances where we have had occasion to quarry stone in the Carvutnugger Zemindary for railway purposes a claim has been made by the Zemindar's officials for the payment of a royalty of from 1 to 2 Rupees per cubic yard, contrary to the tenons of the agreement existing between the Company and the Zemindar, as stated in my letters, Nos. 346 and 528, of 3rd June and 11th August, respectively. If Government will not interfere in this matter, I must request that the accompanying estimate may be returned to me for the necessary revision in the cost of stonework.

6. With regard to the amount now estimated for these protective works, I beg to draw attention to the cause which renders it so much lower than the approximate estimate which accompanied my letter, No. 310, of 20th May. In that estimate I provided for a revetment extending all along the river bank between the groyne and embankment and founded on wells, as I considered this necessary to render the scheme complete. In now sending forward the regular estimate however, I have only provided for what the Bridge Committee require, viz., the thorough repair of the existing revetment.

7. I may add that the Consulting Engineer's request, contained in paragraph 3 of his letter No. 346 of 8th April, has been complied with so far as the season would allow.

8. The plan and schedule of land required will follow directly.

No. 207. ORDER THEREON, 15th January 1874, No. 103.

RAILWAY, No. 30.

THE Consulting Engineer for Railways submits with these papers an estimate, amounting to Rupees 17,965, for the works required for retaining the waters of the Naggery river within its banks above the railway bridge over that stream. These works are included in

the recommendations of the Railway Bridge Committee, and were approved for execution in G. O., No. 1,021, dated 2nd April 1873; but, as the site of the works lies within Zemindary land, obstructions to their commencement have been felt. As a necessary preliminary the Company should be placed in possession of the land of which 1½ acres will be required permanently, and authority obtained for quarrying stone and taking up the requisite material. The Zemindar of Carvutnugger has already expressed his concurrence in the proposed works; and looking to the benefits which he will derive from their construction, he may not be unwilling to make over the land and allow the Company to quarry such stone and materials as may be required free of charge.

2. Inquiries on the subject will be made through the Revenue Department.

3. Meanwhile the estimate will be submitted for the sanction of the Government of India.

(Here enter No. 104, dated 15th January 1874.)

(True Extract.)

Colonel, R.E.,
Secretary to Government.

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

Exd. E. C. Shunker.

Spare Copies

PUBLIC WORKS DEPARTMENT,
FORT ST. GEORGE, *15th January* 1874.

No. 208.

No. 104.

From

COLONEL G. W. WALKER, R.E.,
Secretary to the Government of Madras,
Public Works Department.

To

THE SECRETARY TO THE GOVERNMENT OF INDIA,
Public Works Department.

RAILWAY, No. 31.

SIR,—Adverting to your letter, No. 1,866, dated 1st November 1873, communicating the sanction of the Government of India to the protective works at the railway bridge across the Naggery river, I am directed by His Excellency the Governor in Council to submit an estimate, amounting to Rupees 17,965, of the cost of the upstream defences recommended for this structure by the Bridge Committee. It will be observed from the letter of the Chief Engineer of the Railway with which it is accompanied that the cost of stonework entered in the estimate is based on the supposition that a royalty of 5½ Annas per cubic yard only will be charged for quarrying. Negotiations on this question, as well as in regard to the land required for the works, have been entered into with the Zemindar of Carvutnugger within whose territory the works will be situated, and any alteration that may in consequence be necessary in the amount of the estimate will be communicated in due course.

I have the honour to be,
Sir,
Your most obedient servant,

Colonel, R.E.,
Srecretayto Government.

Exd. E. C. Shunker.
Spare Copies

Railway Department. CONSULTING ENGINEER'S OFFICE.

No.

From

LIEUT.-COLONEL J. H. M. SHAW STEWART, R.E.,

Consulting Engineer for Railways,

To

COLONEL G. W. WALKER, R.E.,

Secretary to Government,

Public Works Department,

Fort Saint George.

SIR,

In the Proceedings of Government dated the 2nd April 1873, No 1021, His Excellency in Council signified his approval of certain protective works which had been recommended by the Bridge Committee in the case of the bridges over the Nagiganeri river, on the North West line of the Madras Railway, the estimate

estimate for these works, amount=
=ing to Rupees 44,438, was submitted
to Government upon the 15th September
1873, and received the sanction of
the Government of India on the 1st
November 1873.

* Proceedings of Govt 6 Oct/73 No 2450. & 25 Nov/73 No 2844.

Together with these
protective works to the bridge
itself, the Committee recommended
that certain measures should be
adopted for retaining the waters
of the Nagger river within its
banks above bridge; and these
measures also received the approval
of the Government, as signified
in their Proceedings above quoted.

An alternative proposal was
subsequently brought forward
by the Railway Authorities, but
the Government, in their Proceedings
dated the 9 July 1873, No 1765,
decided in favour of the measures
which had been recommended by
the Committee.

3. I have now the
honour to submit, for the consideration
of Government, a letter from the
Agent of the Madras Railway Company,
enclosing one from the Chief
Engineer, and forwarding an
estimate showing the probable
cost

* No 976 of 26 November 1873.

cost of these cut-stream defences.

The estimate amounts to Rupees 17,965; and is accompanied by a plan showing the proposed site of the works, as decided by Mr Gouig and myself after careful examination of the country.

4. I beg to draw special attention to the fifth paragraph of the Chief Engineer's letter. Mr Gouig there points out that it is necessary for the Railway Company to be placed by Government in possession of the land required for the embankment and for the side-ditch from which material is to be taken; also that authority to quarry the stone required for the revetment and groynes should be obtained. With reference to this last point, Mr Gouig alludes to an agreement which was executed between the Company and the Zemeendar of Carvait-Nagger when ground was broken for the North-West line, and under which the Company were empowered to quarry stone on their the Zemeendars on payment of a royalty of 5½ annas per cubic yard. Mr Gouig points out that, if this agreement cannot now be enforced, the cost of

Inclosure No 1 to Letter No 13,695 Rev. 4, 27th No 379.

of stonework as entered in the
statements now submitted must
be considerably increased, inasmuch
as the Zemeendars officials have
lately claimed a royalty of from
one to two Rupees per cubic yard.
Since the Agents
letter reached me, I have had
an opportunity of examining the
agreement in question. It is
written in the Teloogoo character,
and bears date the 8th April 1859.
I find that in the body of the
instrument it is expressly stated
that the terms of the agreement are
to be valid "until the termination
of

"of the work of the railroad passing
"within the limits of the aforesaid
"Zemeendary" and it seems to me
that it must be held to have
expired when the railway was
opened to public traffic.
Under any interpretation of the
above-quoted words, its present
validity seems more than
questionable. I have
discussed this point with the
Railway Authorities, and I do
not understand that they now
differ from me.

6. It must however
be borne in mind that the
Zemeendar's

Zemindars property will be
materially improved by the con=
=struction of the proposed works.
This fact was, alluded to by
the Bridge Committee in their
report, and it seems to me that
the Zemindar might fairly be
expected to give, as his contribution
towards the work, the land required
for the embankment and also
to allow the stone required for
the revetment and the groyne
to be quarried without charge
for royalty. He has already
stated* that he has no objections
to offer to the carrying out of the

* Vide Pro: of Govt 25th July 1887.

the Committee's proposals
the extents of land which will
be occupied permanently by the
embankment, about 12 acres,
and the temporary occupation of
about 2 acres will also be required
for the supply of material for
the construction. It is to be hoped
that some satisfactory arrange=
=ment may soon be made, so
as to admit of the early commence=
=ment of the embankment and
groynes, to which the Bridge
Committee attached great im=
=portance. In their Proceedings
quoted at the beginning of the

this letter. The Government sanctioned a method for the immediate construction of these works, but owing to the fact of their lying within the Jurisdiction of the Corporation, the repair of the old revetment along the river-bank is the only measure which the Railway Authorities have been as yet able to carry out.

I have the honour to be
Sir,
Madras
11 December 1873
Your most obedient Servant

Lieut Colonel R.E.

Consg Engr for Railways

No. 976.

MADRAS RAILWAY.

AGENT AND MANAGER'S OFFICE.

Madras, 26th November 1873.

From

W. B. Wright Esqre
Ag Agent and Manager, of the M. R. Co.

To

Lt Colo. J. Hill. Shaw Stewart, R.E.
Consulting Engineer for Railways.

Sir,

With reference to Paragraph 2 of G. O. No. 1021 of the 2d of April, and to Government Order No. 1765 of the 9th of July 1873, I have the honour to forward herewith a plan and Estimate (both in duplicate) relating to the Protective works to the Saggery Bridge recommended by the Bridge Committee in their Report dated the 4th of March 1873. I also enclose a copy of the Acting Chief Engineer's letter No 784 of the 24th instant with which they were forwarded to me.

2. The date upon which the sanction will lapse, and the heading in the Budget to which it is proposed to charge the expenditure, are marked on the face of the Estimate in red ink, and I request that you will be so good as to communicate to me

3695 Capital the sanction of Government for the
1270 Revenue proposed expenditure, viz Rs. 17,965.

3. With reference to paragraph 5 of Mr Going's letter, I have the honour to request also that you will be so good as to take the necessary steps for placing the Company in possession of the land required. I have asked Mr Going to prepare a plan and schedule thereof, and will forward them to you as soon as possible.

4. As regards the royalty claimed by the Agents of the Zemindar of Cavalnuggur for the stone the Company have been recently using for Railway purposes, I beg to inform you that the agreement to which Mr Going refers is dated the 6th of April 1859, and that under its provisions the Company is entitled to the stone so required on payment of five annas and six pies per solid yard. Mr Going has, as he states in his letter, twice previously drawn attention to this subject, but owing to the peculiar circumstances in which the Zemindar's property is at present, we have been unable to obtain any settlement of the

question. The quantity of returns which will now require will be considerable, and I shall be much obliged if you will direct the attention of Government to the subject, or favour me with your opinion as to what steps the Company should take in the matter.

5. The Secretary and his Assistants are bound by the Agreement referred to, and there will therefore be no necessity for reminding the Contractors in the Circular of the 4th instant to observe the existing Orders on the subject.

I have the honour to be,
Sir,
Your most obedient servant,

Agent & Manager.

Engd

MADRAS RAILWAY.

From

The Agent and Manager.

To

The Consulting Engineer

for Railways.

Dated 187

Recd.

No.

MADRAS RAILWAY.

From

The Agent and Manager.

To

The Consulting Engineer

for Railways.

Dated 26th Nov 1873.
Recd. 29th " "
No. 936.

Forwarding for the Government sanction & Approval a Plan and Estimate relating to the Protective works to the Nagery Bridge &c &c: 108 - 15-1-74

In Superintendent's Office 29-11-73

P.W. 6240 1/3.

No 784.

Madras Railway Company
Chief Engineer's Office
Madras 24th Nov 1873.

The Ag: Agent and Manager

Dear Sir,

Referring to G.O. No 1021 of 2nd April 1873, paragraph 2, and to G.O. No 1765 of 9th July, I beg to forward herewith a Plan of that portion of the Nagery River north bank in the neighbourhood where protective works are recommended by the Bridge Committee in their Report dated March 4th 1873. The Estimate of cost of these works also accompanies this letter.

2. With regard to the Plan, I have to observe that the position therein shewn for the embankment is that selected by Colonel Shaw Stewart on 2nd September when he was kind enough to accompany me to the locality with a view to de= =fining the site indicated by the Bridge Committee.

3. The position of the Stone Groyne as marked on the Plan corresponds with that sketched by the Committee on the Plan (No 234) which accompanied their Report.

The

4. The revetment is shown as it exists.

5. Before the Railway Company can enter upon the ground for the purpose of executing these works it will be necessary that Government should place them in possession of so much land as will be required for the seat of the embankment and for the side ditch from which material to compose it is to be taken. It will also be necessary that they should be furnished with Government authority to quarry the stone required for the revetment and groyne. I specially call attention to this subject as in all late instances where we have had occasion to quarry stone in the Karontaranggur Zemindary for Railway purposes a claim has been made by the Zemindar's Officials for the payment of a royalty of from one to two Rupees per cubic yard, contrary to the terms of the Agreement existing between the Company and the Zemindar as stated in my letters No. 346 and 528 of 3rd June and 11th August respectively. If Government will not interfere in this matter, I must request that the accompanying Estimate may be returned to me for the necessary revision in the cost of stonework.

6. With regard to the amount now estimated for these protective works I beg to draw attention to the cause which renders it so much lower than the approximate Estimate which accompanied my letter No. 310 of 20 May. In that Estimate I provided for a revetment extending all along the river Bank between the groyne and embankment and founded on wells, as I considered this necessary to render the scheme complete. In now sending forward the regular Estimate however I have only provided for what the Bridge Committee require viz: the thorough repair of the existing revetment

7. I may add that the Consulting Engineer's request, contained in paragraph 3 of his letter No. 346 of 8 April, has been complied with so far as the season would allow.

8. The plan and schedule of land required will follow directly.

Yours faithfully
(signed) J. H. Going
Ag: Chief Engineer

(True copy)

Ag: Agent & Manager

COM

Proceedings No

From the Commr for Rys —

Madras Govt memb
Read the following

(H.E. No 667 dt 11th Decr 73

The Consulting Engineer for Railways submits with these papers an estimate amounting to Rs 17,96 for the works required for retaining the waters of the Naggery river within its bank at the Railway bridge over that stream. These works are included in the recommendations of the Railway Committee and were approved for

Rs 17,96

Dept 2 Nov 1874

Dept Jan - 15 - 74

execution in G.O. No 1021
dated 2nd April 1873 but
as the site of the works
lies within Zemindary
land obstructions to
their commencement
have been felt. As a
necessary preliminary
the Company should be
placed in possession
of the land of which
1 1/2 acres will be re-
quired permanently
and authority obtained
for quarrying stone and
bunding up the requisite
material. The Zemin-
dar of Cavrait Rugger
has already expressed
his concurrence in the
proposed works and looking
to the benefits which he
will derive from their

From the Secy

80
3

To
12 Com Engineer
for Railways
21 Revenue Depart

Desp. with S.C 17/11/74.

construction he may
not be unwilling
to make over the land
and allow the Company
to quarry such stone
and materials as may
be required free of charge.

Enquiries on the
subject will be made
through the Revenue
Department.

Meanwhile the Esti-
mate will be sub-
mitted for the sanction
of the Government of
India.

H. E. No 1049

To The Secy: to the Govt
of India.

Sir,

Adverting to your

letter No 18-66 dated 1st
November 1873 commu-
-nicating the sanction
of the Govt of India
to the protective works
at the Railway bridge
across the Baggery
River, I am directed
by His Excellency the
Governor in Council
to submit an estimate,
amounting to Rs 17,965,
of the cost of the up stream
defences recommended
for this structure by the Bridge
Committee. It will
be observed from the
letter of the Chief Engineer
of the Railway with
which it is accom-
-panied that the cost
of stone work entered

in the estimate is
based on the suppo-
-sition that a royalty
of 5-½ annas per
cubic yard only will
be charged for quar-
-rying. Negotiations
on this question as
well as in regard
to the land required
for the works have
been entered into
with the Zemindar
of Carvait Nuggur within
whose territory the
works will be situ-
-ated, and any alte-
-ration that may
in consequence be
necessary in the

amount of the Estimate will be communicated in due course.

G.W.

Despatch sent 8-c 17/1/74 with Memo (Refer) & 30 Copies of Govt 103 of 1874 (Memo 2 Enclosures)

26

10 3/1/74

Cash Rec'd 73

Despatch Book
Despatches — Clerks

No. 6740

Govt. of 1874 Madras.

PUBLIC WORKS.

To The Secretary Govt
for Railways
&
The Secretary to the
Govt of India

Dated

Recd.

Encl. 2

G. O. 15 January No 103-3
104.

Hon. 206-307-228

Forwarding for sanction an Estimate for works required for retaining the waters of the Naggery within its banks above the Ry. bridge.

Naggery Bridge, Madras

Railway. Passing orders on letter from the Govt Engr. for Rys submitting Estimate for works required for retaining the waters of the Naggery within & its banks above the bridge.

Rd 12 Dec 1873