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MADRAS RECORD OFFICE

Government of Madras

Public works DEPARTMENT

G.O. No.	359	(Rly)	Press
~~B.P. No.~~			~~Mis.~~
263-264			
Dated	13	-	2. 1874 195

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
13th February 1874.*

No. 263. 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, 7th January 1874, No. 7 :—

IN the order of Government, dated the 9th July 1873, No. 1,765, His Excellency the Governor in Council stated that he must decline to re-open the question regarding the incidence of the cost of certain works proposed by the Railway Bridge Committee with a view to retain the waters of the Naggery river within its banks above the railway bridge, and thus to prevent the adjacent portions of the North-West Line of the Madras Railway from anticipated injury. The cost of the works in question has been subsequently estimated at Rupees 17,965, as will be seen from my letter, dated the 11th December 1873, No. 667.

2. At the request of the Agent of the Madras Railway Company, I have now the honour to lay before Government his letter, dated the 18th December 1873, No. 1,053, accompanied by two extracts of letters from his Board. It will be seen that the Directors, while approving of the execution of the works in question by the Agency of their Engineering Department, express a hope that, notwithstanding the refusal of the Government to re-open the question, they will again take into consideration the views of the Board as conveyed to the Agent and Manager on the 6th August 1869, and recognize the reasonableness of the Company's expectation that a portion, at least, of the expense of executing the works should be borne by the Government or by the Zemindar, to whom they will undoubtedly prove of great advantage.

3. The case to which the Board alluded in their letter to the Agent, dated the 6th August 1869, was also connected with protective works at the Naggery river. During the year 1866-67 a stone revetment was constructed by the Engineers of the Railway Company at a cost of Rupees 1,542, along a portion of the north bank of the river from which danger to the Company's works was apprehended. The Directors were of opinion that the whole, or a part, of this outlay should be reimbursed to them either by the Government or by the Zemindar of Carvait Nugger, whose property was without doubt incidently benefited by the construction of the revetment in question. During the years 1867 to 1869 the Directors repeatedly urged their claim upon the Government, but without success. The circumstances are fully detailed in the Proceedings of Government, and it seems only necessary to quote them for reference :—

2nd April 1867,	No. 1,017.
23rd July ,, ,,	2,209.
14th Feb. 1868, ,,	511.
28th Aug. ,, ,,	2,758.
9th Mar. 1869, ,,	758.
22nd ,, ,, ,,	953.
20th Oct. ,, ,,	3,375.

4. As regards the works now contemplated, there can be no doubt that the property of the Zemindar of Carvait Nugger will be materially improved by their construction. When laying before Government the estimates of their cost in

*Proceedings of the Madras Government, Public Works Department,
13th February 1874.*

letter No. 667, dated the 11th December 1873, I alluded to this, and suggested that the Zemindar might be expected to give, as his contribution towards their cost, 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. It is however, to say the least, extremely doubtful whether the Zemindar, if unwilling to contribute towards the cost of the works, could be legally compelled to bear any portion whatever of the expense.

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, 18th December 1873, No. 1,053.

With reference to your letter No. 643, of the 21st of July 1873, and to Government Order, No. 1,765, of the 9th idem, I have the honour to forward, herewith, a copy of the 15th paragraph of a letter from my Board, No. 519, dated London, the 7th of November 1873.

2. In this the Directors express their approval of my having, in compliance with your request, instructed the Acting Chief Engineer to carry out the measures recommended by the Railway Bridge Committee for the protection of the Naggery bridge, in preference to the measures proposed by himself.

3. With regard however to the incidence of the cost of these works, the Board express the hope that, notwithstanding the refusal of the Government to re-open the question, they will yet recognize the reasonableness of the Company's expectation that a portion at least of the expense of executing the works should be borne by the Government or by the Zemindar, to whom they will undoubtedly prove of great advantage.

4. Under the circumstances, I have the honour to request that the views expressed by my Board may be laid before His Excellency the Governor in Council, and that the orders passed thereon may be communicated to me for the information of the Directors.

5. I enclose an extract from the Board's letter No. 437, dated the 6th of August 1869, referred to in the paragraph mentioned above.

Extract from a letter from the Secretary, Madras Railway Company, No. 437, dated London, the 6th August 1869.

Paragraph 8.—Your letter 834 communicated the reply of the Government to the renewed representations you made by the Board's desire, on the subject of the Company's claim to be reimbursed the cost, in whole or in part, of the works executed on the Naggery river banks at the instance of the officers of Government, and upon the undertaking of the Collector of the district to provide the funds required for the work. In their replies to our several applications to Government to make good this undertaking, the fact of its having been given, and the statement of the

No. 404, paragraph 9.
" 416, " 12.
" 424, " 13 to 16.

case in the Board's successive letters, have never been denied or impugned. It is not to be supposed that the Government should desire to repudiate an engagement entered into by their servant ostensibly duly authorized in that behalf, or that if the real nature of the case were fully apprehended Government would persist in refusing to admit the Company's claim.

9. In that belief the Board desire that you will once more bring the question under their consideration in connection with these observations, and with the following extract of a letter from the Government Consulting Engineer to the Collector, No. 84 of 1867, in reference to the work in question :—

" I may mention that it was upon the assurance given in the second clause of your letter of undertaking to arrange for the funds being forthcoming, and from the very dangerous state of the bank of the river towards the village of Satravada, that the Railway authori-

*Proceedings of the Madras Government, Public Works Department,
13th February 1874.*

ties undertook the repairs. Their letters reporting upon the condition of the bank have been communicated to you, and unless arrangements should be made for the recovery of the outlay incurred from the Zemindar, the charge will, I conclude, be recovered from Government."

(Signed) J. C. ANDERSON, Lieutenant-Colonel,
Consulting Engineer for Railways.

J. D. Robinson, Esq., Collector of North Arcot.

(True Extract.)

(Signed) J. W. MELLIS,
for Acting Agent and Manager.

Extract from a letter from the Secretary, Madras Railway Company, dated London, the 7th November 1873, No. 519.

Paragraph 15.—The Board have carefully considered, in communication with Mr. Beresford Anderson, the papers and correspondence referred to in paragraphs 9 to 16 of 1,063, on the subject of the protective works to the Naggery river, and they have been made acquainted with his opinion, that strengthening the railway embankment by pitching in the manner proposed by Mr. Going would not ensure the absolute security it is desired to reach. They, therefore, approve of your having, in compliance with the request of the Government Consulting Engineer, instructed the Acting Chief Engineer to carry out the measures recommended by the Railway Bridge Committee, of which Mr. Anderson was a member. With regard to the very important question raised by Mr. Going as to the incidence of the cost of these works, it is hoped that, notwithstanding the expressed refusal of the Madras Government to re-open the question, they will again take into consideration the views of the Board, as conveyed to the Agent and Manager in their No. 437, dated 6th August 1869, and recognize the reasonableness of the Company's expectation that a portion at least of the expense of executing the works should be borne by the Government or by the Zemindar, to whom they will undoubtedly prove of great advantage.

(True Extract.)

(Signed) J. W. MELLIS,
for Acting Agent and Manager.

No. 264.

ORDER THEREON, 13th February 1874, No. 359.

RAILWAY, No. 41.

THE Consulting Engineer will refer the Agent and Manager of the Madras Railway to paragraph 3 of

G. O. No. 1,765, of 9th July 1873, as expressing the final determination of the Government with reference to the subject of his communication.

(True Extract.)

Colonel, R.E.,

Secretary to Government.

To the Consulting Engineer for Railways.

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,

Fert Saint George.

SIR,

In the Order of
Government dated the 9th July 1873,
No 1466, His Excellency the Governor
in Council stated that he must
decline to reserve the question regard-
ing the incidence of the cost of
certain works proposed by the Rail-
way Bridge Committee with a
view to retain the waters of the
Naggeny river within its banks
above the railway bridge, and thus

to prevent the adjacent portions of the north-west line of the Madras Railway from anticipated injury. The cost of the works in question has been subsequently estimated at Rs 17,965, as will be seen from my letter dated the 11 December 1873, No 667.

2. At the request of the Agent of the Madras Railway Company, I have now the honour to lay before Government his letter dated the 18 December 1873, No 1053, accompanied by two extracts of letters from his Board. It will be seen that the Directors, while approving of the execution of the works

works in question by the Agency, of their Engineering Department, express a hope that, notwithstanding the refusal of the Government to reopen the question, they will again take into consideration the views of the Board as conveyed to the Agent and Managers on the 6 August 1869, and recognise the reasonableness of the Company's expectation that a portion, at least, of the expense of executing the works should be borne by the Government or by the Zemindar to whom they will undoubtedly prove of great advantage.

3. The case to which the Board alluded in their letter to the Agent dated the 6 August 1869 was also

to prevent the adjacent portions of the north-west line of the Madras Railway from anticipated injury. The cost of the works in question has been subsequently estimated at Rs 17,965, as will be seen from my letter dated the 11 December 1873, No 667.

2. At the request of the Agent of the Madras Railway Company, I have now the honour to lay before Government his letter dated the 18 December 1873, No 1053, accompanied by two extracts of letters from his Board. It will be seen that the Directors, while approving of the execution of the works

works in question by the Agency, of their Engineering Department, express a hope that, notwithstanding the refusal of the Government to reopen the question, they will again take into consideration the views of the Board as conveyed to the Agent and Managers on the 6 August 1869, and recognise the reasonableness of the Company's expectation that a portion, at least, of the expense of executing the works should be borne by the Government or by the Zemindar to whom they will undoubtedly prove of great advantage.

3. The case to which the Board alluded in their letter to the Agent dated the 6 August 1869 was also

also connected with protective works at
the Nagary river. During the
years 1866-7 a stone pierment was
constructed by the Engineers of the
Railway Company at a cost of
£1542, along a portion of the north
bank of the river from which
danger to the Company's works was
apprehended. The Directors of
the Company are of opinion that the whole, or a
part of this outlay should be
reimbursed by the Government, or by the Government of
Bombay, whose property it is
without doubt indirectly benefited
by the construction of the pierment.

3
in question. During the years
1867 to 1869 the Directors repeatedly
urged their claim upon the Govern-
ment, but without success. The
circumstances are fully detailed in
the Proceedings of Government, and
it seems only necessary to quote
them for reference:—

2 April 1867 No 1017
23 July 1867 2209

14 February 1868 511

28 August 1868 2458

9 March 1869 758

22 March 1869 953

20 October 1869 3345

As regards the works
now contemplated, there can be no
doubt

doubt that the property of the Zemindar
 of Garraif. Sugger will be materially
 improved by their construction.
 When laying before Government
 the estimates of their cost, in letter
 No 667 dated the 11th December 1873,
 I alluded to this, and suggested
 that the Zemindar might be
 expected to give as his contribution
 towards their cost, the land
 required for the embankment,
 and also to allow the stone
 required for the revetment and
 the groynes to be quarried without
 charge for royalty. It is now
 too early to say the least, extremely
 doubtful

doubtful whether the Zemindar, if
 unwilling to contribute towards the
 cost of the works, could be legally
 compelled to bear any portion whatever
 of the expense.

I have the honour to be
 Sir

Your most obedient servant
 M. A. Stewart Esq. M.P.
 Cons Engineer for Railways

Madras 2
 January 3
 1874
 M. A. Stewart

3. With regard however to the incidence of the cost of these works the Board express the hope that notwithstanding the refusal

No.

Indemnities a letter an-
nounced a debate of letters
from the Board of Directors
and receiving a letter that
they could later not conclude
- that that means no company
to be spent in the business
1853. Repaid by the school
to the cost of the Association
written into the company's book
of 1859 - 1858 and 1859

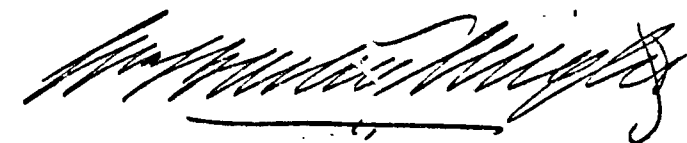
of the Government to re-open the question, they will yet recognise the reasonableness of the Company's expectation that a portion, at least, of the expense of executing the works should be borne by the Government or by the Zemindars, to whom they will undoubtedly prove of great advantage.

4. Under the circumstances I have the honour to request that the views expressed by my Board may be laid before His Excellency the Governor in Council and that the orders passed thereon may be communicated to me for the information of the Directors.

5. I enclose an extract from the Board's letter No 437 dated the 6th of August 1869 referred to in the paragraph mentioned above.

I have the honour to be
Sir

Your most obedient servant



Esq. Agent & Manager

Extract from a letter from the Secretary
 to the P. C. No. 437 dated London the
 6th August 1869.

Para 8. Your letter 834 com-
 muni- cated the reply of the Government
 to the renewed representations you made
 by the Board's desire, on the subject
 of the Company's claim to be re- im-
 bursed the cost, in whole or in part,
 of the works executed on the railway
 under banks at the instance of the
 officers of Government, and upon the
 undertaking of the Collector of the
 district to provide the funds required
 for the work. In their replies to our
 several applications to Government
 to make good this undertaking, the
 Government having been given, and
 in fact of its having been given, and
 in the statement of this case in the Board's
 letters, have never been
 denied or impugned. It is not to be
 supposed that the Government should
 desire to repudiate an engagement
 entered into by their servant ostensibly
 duly authorized on that behalf, or
 that the real nature of the case
 would fully apprehended Government
 would permit in refusing to admit
 the Company's claim.
 9. In that belief the Board
 desire that you will once more bring

MADRAS RAILWAY

From

The Agent and Manager.

To

The Consulting Engineer

for Railways.

Date 18th Decr 1873

Recd. 19. 3

No. 1053.

W.

Forwarding a copy
 of the letter of the 15th
 of the Secretary
 letter No 579, in
 which the views of
 the Board are ex-
 pressed as to the
 proposed works
 of the railway
 for the
 P. M. 63/74

the question under their consideration
in connection with their observations,
and with the following extract of a
letter from the Government Consulting
Engineer to the Collector, 20th of 1867,
in reference to the work in question.

I may mention that
it was upon the assurance given
in the second clause of your letter of
undertaking to arrange for the funds
being forthcoming, and from the very
dangerous state of the bank of the
river towards the village of Sabarwada,
that the railway authorities under
took the repairs. Their letters reporting
upon the condition of the bank have
been communicated to you, and
unless arrangements should be made
for the recovery of the outlay incurred
from the Government, the charge will
I conclude, be recovered from
Government.

Wm. J. Anderson, Esq. C.E.
J. D. Robinson, Esq. C.E.
Collector of North Arcot
/ True Extract

J. M. Nellis
for the Chy. Agent & Messrs.

Extract from a letter from the Secretary
Madras Railway Company dated London
the 7th November 1873 at 5/9.

As to protective
works to the
Kaggar
River, and
the incidence
of the cost
thereof.

Board 15th. The Board have carefully
considered, in communication with
Mr. Biersford Anderson, the papers
and correspondence referred to
in paras 9 to 16 of 1063, on the subject
of the protective works to the Kaggar
River, and they have been made
acquainted with his opinion, that
strengthening the railway embankment
by pitching in the manner proposed
by Mr. Gouge would not ensure
the absolute security it is desired
to reach. They, therefore, approve
of your having, in compliance
with the request of the Government
Consulting Engineer, instructed
the Acting Chief Engineer to carry
out the measures recommended
by the Railway Bridge Committee,
of which Mr. Anderson was a
member. With regard to the very
important question raised by
Mr. Gouge as to the incidence of
the cost of these works, it is
hoped that, notwithstanding the
expressed refusal of the Madras
Government to re-open the question,
they will again take into consider-
ation the views of the Board, as

Conveyed to the Agent and Manager
in their No 437, dated 6th August
1869, and recognise the reasonable-
ness of the Company's expectation
that a portion, at least, of the
expense of executing the works
should be borne by the Government
or by the Zemindars, to whom
they will undoubtedly prove
of great advantage.

(True Extract)

W. Mills

for the Agent & Manager.

S.M. 63/74

No 359

No 359 R. P. D.

Proceedings of the Madras Government

Read the following

From the Com. Secy.
for Railways

N. E. No 7 dated 7th
January 1874.

The Consulting Eng.
will refer the Agent and
Manager of the Madras
Railway to para 3 of
G.O. No 1765 of 9th
July 1873 as express-
ing the final deter-
mination of the Govern-
ment with reference to
the subject of his
communication

G.M.

To Com. Secy. for
Rys.

Despatch with S. C. 14/2/74

DCD

23-11-09

M. 13
Govt. of 1874 Madras.
PUBLIC WORKS.

To The Consulting Eng.
for Railways.

Dated.

Recd.

Encl. 3

G. O. 13th July¹⁸⁷³, No. 359.

✓
Nos. 263 & 264

Staggers Bridge, N. W. Line,
Madras Railway. We (engs.)
are directed to refer the
Agent & Manager, Madras Ry.,
to para 3 of G. O. No. 1765 of
9th July/73 as expressing the
final decision of Govt. as
to the incidence of the
cost of the protective
works to the bridge.