

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 17/4

Press
~~MIS.~~

539. 5240

Dated

29-7-1867

Not to be folded or roughly handled

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*Proceedings of the Madras Government, Revenue Department,
29th July 1867.*

No. 539. Read the following Proceedings of the Madras Government in the
Public Works Department :—

Sanctioning expenditure incurred on the con-
struction of certain works for the protection
of the bank of the Naggery river in the Cava-
tynuggur Zemindary, in North Arcot Dis-
trict. } (Here enter 23rd July 1867, No. 2,209.)

No. 540. ORDER THEREON, 29th July 1867, No. 1,714.

Miscellaneous.

Communicated to the Revenue Board.

(True Extract.)

(Signed) W. HUDLESTON,

Secretary to Government.

To the Board of Revenue, with Proceedings Public Works Department, No. 2,209.

Exd. S. T. Augustin.

Proceedings of the Madras Government, Public Works Department.

23rd July 1867.

No. 546. Read the following letter from the Consulting Engineer for Railways, to the Secretary to Government, Public Works Department, dated Madras, 13th July 1867, No. 203 :—

1. With reference to my letter No. 77, dated 18th March last, (G. O. No. 1,017, dated 2nd April 1867,) explaining the circumstances under which certain works were carried on by the Railway authorities to protect the bank of the Nag-gery river in the Cavatynuggur Zemindary, I have the honour 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; also the Agent's 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 subject, 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 1,541-9-6.

From the Consulting Engineer for Railways, to the Agent and Manager, Madras Railway Company, dated 10th July 1867, No. 154.

1. I have the honour to communicate the following observations on the works lately carried out for the protection of the bank of the Nuggery river, which we examined on the 6th instant, and shall be obliged by your informing to what extent you agree with the view I have taken.

2. The initiative in the subject was taken by the Collector of North Arcot. It was he who first communicated a report from his Deputy, Letter No. 40, dated 24th October 1866, representing that the villagers of Sathravada

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.

3. 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 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 Cavatynuggur 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 Nag-gery river for the protection of the Zemindary 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

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 damage which should have occurred to the Railway, in consequence of such neglect; but of the kind ever appears to have existed; the land along the margin of the river is for part entirely unprotected, and an inundation which should flow over land so unprotected, as 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 extends in direction parallel to the bank of the river. The southern embankment of this channel, 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 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, the 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, which a three feet culvert is the only means of passage across the Railway. It is an opinion how far the volume of water thrown into the irrigation channel would be 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 portion of the debris, as very much to reduce its discharging powers; and that, during an ordinary high fresh, the quantity of water thrown into the channel would be almost as great as 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 was 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 apprehend, apprehensive that the expense of the repairs would be thrown upon him, and wished to do as much as he could for himself. He undertook all that was absolutely necessary. This, as we remarked, at the time, strengthened a claim upon him, for if he acknowledged it to be his duty to do a part, it devolved 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 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 the Zemindar may have done more than was absolutely necessary.

10. The inhabitants of Sathravady represented the danger they were in from the 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 Cavatynuggur 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 is 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, charged off the proper head of accounts.

12. I may add that our recent examination of the locality shows, as I think you will be satisfied, that the water-way allowed on the Railway is far from sufficient. It is on a scale which can be considered liberal, even if the river were embanked throughout, but as it appears that 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 Cavatynuggur 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 inexpedient 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 Cavatynuggur Zemindary in the North Arcot District.

(True Extract.)

[Signature]

Major, R. E.,

Under Secretary to Government.

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

Exd. S. T. Augustin.

Deco-1867-D/10/15th

8th-1969.

Proceeding into the
Co. 97 D/10/15th

Visited 28th July.

Received 25th 1867.

8th-2209

Dear Sir,
I have the pleasure to
acknowledge the receipt of
the construction of certain
works for the fortification
of the front of the city.
I am very much obliged to
you for your valuable
and most interesting
information.

Very truly
yours

W. H. Carter

P. 539-540.

8th-1714

Commissioner

- to the Governor

Board.

11/11

29th July 1867

14. 1867. 29th July 1867. On 29th July 1867.