8585

Public Works (189) Department.

G.O., No. 812-13

DATED 8th October 1896.

[Despatch Abstract.]

Rest House: Revised estimate of Rs. 6,920 for constructing a — with out buildings at Chettipett in Godavari Western D^t sanctioned & a copy of the Proc: ordered to be forwarded to the Govt of India —

Ditto: forwarding Copy of Proceedings sanctioning a revised estimate of Rs. 6,920 for constructing a — with out buildings at Chettipett in Godavari Western D^t —

[P. W. Dept. 500—13-8-96.]

J.C. 8/10

8/10

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

Irrigation.

READ—the following paper :—

From J. C. LARMINIE, Esq., Superintending Engineer, I Circle, to the Chief Engineer for Irrigation, dated Waltair, 29th August 1896, No. 411 V.Z.

I have the honour to state that the Executive Engineer, Vizagapatam division, has submitted an estimate of Rs. 330 for repairing Koppaka anicut towards which a contribution of one-third of the amount is to be paid by the Anakápalle proprietor, and to request that sanction of Government may be obtained to the work being executed by this department—*vide* paragraph 79, chapter IX, Volume I of the Public Works Code.

2. The work will not be put in hand until the amount of contribution with the usual percentage charges is paid by the proprietor.

ORDER—No. 777 I., dated 24th September 1896.

The execution by the Public Works Department of the work referred to, is sanctioned.

(True Extract.)

(Signed) R. R. E. DRAKE-BROCKMAN, Colonel, R.E.,
Secretary to Government,
Irrigation Branch.

To the Chief Engineer for Irrigation.
" Superintending Engineer, I Circle.
" Examiner, Public Works Accounts.

Exd. T. K. Narayana Aiyangar.

IRRIGATION

Government of Madras.
PUBLIC WORKS.

Recd. } 1896. *Enclosures*

Regd. *Spare copies*

G.O., No. 777 I., 24th September 1896.

SEPTEMBER.

Koppaka Anicut

Sanctioning the execution, by the Public Works Department, of the contribution work of repairing —, Vizagapatam division.

No. 777 I., 24th September 1896.

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

Irrigation.

Read—the following paper :—

From J. C. LARMINIE, Esq., Superintending Engineer, I Circle, to the Chief Engineer for Irrigation, dated Waltair, 29th August 1896, No. 411 V.Z.

I have the honour to state that the Executive Engineer, Vizagapatam division, has submitted an estimate of Rs. 330 for repairing Koppaka anicut towards which a contribution of one-third of the amount is to be paid by the Anakápalle proprietor, and to request that sanction of Government may be obtained to the work being executed by this department—*vide* paragraph 79, chapter IX, Volume I of the Public Works Code.

2. The work will not be put in hand until the amount of contribution with the usual percentage charges is paid by the proprietor.

Order—No. 777 I., dated 24th September 1896.

The execution by the Public Works Department of the work referred to, is sanctioned.

(True Extract.)

Under Secretary to Government,
Irrigation Branch.

To the Chief Engineer for Irrigation.
„ Superintending Engineer, I Circle.
„ Examiner, Public Works Accounts.

Exd. T. K. Narayana Aiyangar.

IRRIGATION.

Government {1896} of Madras.

PUBLIC WORKS.

Recd.	1896.	*Enclosures*
Regd.		*Spare copies*

G.O., No. 777 I., 24th September 1896.

SEPTEMBER.

Koppaka Anicut

Sanctioning the execution, by the Public Works Department, of the contribution work of repairing —, Vizagapatam division.

PUBLIC WORKS DEPARTMENT,
IRRIGATION BRANCH.

Read 777 I, dy 24th September 1896.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

UNDER date the

READ the following

From Supdg Engr 1st Circl, No. 441 VL, dy 2-9-96

The execution by the P. W. Dept of the work referred to is sanctioned:

Public works (1896) Department

No. 411 V.Z.

Current No: 8138

FROM

Dated 9.9.96

J. C. Larminie Esquire
SUPERINTENDING ENGINEER,

FIRST CIRCLE.

Enclosures.

TO

THE CHIEF ENGINEER

FOR IRRIGATION. Madras.

WALTAIR, 29th August 1896.

SIR,

I have the honor to state that the Executive Engineer Vizagapatam Division has submitted an Estimate of Rs 330 for repairing Koppaka Anicut towards which a Contribution of 1/3 of the Amount is to be paid by the Anakapalle Proprietor and to request that sanction of Government may be obtained to the work being executed by this Department vide para 79 chapter IX Volume I of the Public Works Code.

2. The work will not be put in hand until the Amount of contribution with the usual percentage charges is paid by the Proprietor

I

S. Z. I. 500—29-2-96.

FROM J. C. Lawrence Esq.
SUPERINTENDING ENGINEER,
FIRST CIRCLE.

TO
THE CHIEF ENGINEER FOR IRRIGATION.

CHIEF ENGINEER FOR IRRIGATION. DEC. 96 No.

DATED 29 & 30 August 1896.
DESPATCHED
RECEIVED

No. 4110 Z.

I have the honour to be
Sir,
Your most obedt. Servt.
J. C. Lawrence
Superintending Engineer
29/8 First Circle

DK
28/8/96.

ENCLOSURES. –

SUBJECT.

Kolpaka Amend — Requests Sanction of Government for repairing the — departmentally, on payment of Contribution.

7779

BOARD OF REVENUE (REV. SETT., L. RDS. AND AGRI.), 18TH MAR. 1895, No. 70.

PROCEEDINGS OF THE BOARD OF REVENUE

(REVENUE SETTLEMENT, LAND RECORDS AND AGRICULTURE).

THE FULL BOARD.

READ—the following letter from Colonel R. R. E. DRAKE-BROCKMAN, R.E., Chief Engineer for Irrigation, Tank Restoration Scheme, to the Secretary to the Board of Revenue, dated Chepauk, 26th October 1894, No. 1568 T.:—

I have the honour to forward herewith an estimate for Rs. 5,010 for repairing Arasur large tank in the Ponnéri taluk of the Chingleput district, which you will observe has been countersigned by the Collector in token of his approval. This estimate has been worked out.

2. The Supervisor in charge of No. III Party, Tank Restoration Scheme, now forwards another estimate for the repair of the same tank, and reports that of the total irrigable area of 473 acres under the tank, no less than 186 acres are zemin. It is presumed therefore that the zemindars should have paid on the former estimate a contribution amounting to Rs. $\frac{5,010 \times 186}{473}$ + charges for establishment and tools and plant = Rs. 1,970 + Rs. 483 = Rs. 2,453, and should pay a similar contribution towards any repairs which may hereafter be necessary.

3. As the estimate for Rs. 5,010 has now been worked out and the accounts closed, it is impossible to collect any contribution towards the work; but it appears to be necessary to take steps to prevent similar omissions in future, more especially as the instance quoted is not believed to be an isolated case.

4. To ensure the collection of contributions in future, either the countersignature of Collectors should cease to be the mere formality which it apparently now is, or the Public Works Department should be given lists showing those irrigation works under which the lands are held on special terms, and which should be treated as contribution works.

5. I shall be glad if the Board will favour me with their views on this subject and will return the enclosures to this letter when done with.

READ—the following letter from Colonel R. R. E. DRAKE-BROCKMAN, R.E., Chief Engineer for Irrigation, Tank Restoration Scheme, to the Secretary to the Board of Revenue, dated Chepauk, 5th November 1894, No. 1607 T.:—

In continuation of my letter No. 1568 T., dated 26th October 1894, I have the honour to request the favour of the Board's views as to the course to be adopted in each of the undermentioned cases, which are pending in this office, in the matter of contributions towards the repair of certain irrigation works investigated by the Tank Restoration Scheme from the *Dasabandamdars and Shrotriemdars* interested in them:—

(*a*) Where dasabandam inamdars decline, without assigning any reason, to execute the repairs estimated for by the Tank Restoration Scheme for a dasabandam tank;

(*b*) Where dasabandam inamdars offer to contribute only a portion of the cost of the repairs of a dasabandam tank;

(*c*) Where dasabandam inamdars are unable to contribute any portion of the cost of the repairs of a tank;

(*d*) Where, in a tank which irrigates both Government and shrotriem or zemin lands, the shrotriemdars or zemindars are unwilling to contribute towards the cost of the repairs of the tank, in proportion to the area of the shrotriem or zemin lands under it.

2. G.O., No. 451 I., dated 3rd May 1884, on the subject of the repair of dasabandam tanks, does not seem to cover the case of all dasabandam tanks. Cases have occurred where Collectors have stated that the dasabandam and shrotriem inamdars cannot be persuaded or forced to contribute.

Resolution—dated 18th March 1895, No. 70.

The Board regrets to observe that the zemindar was not called upon to contribute his share of the cost before the repair of the Arasur tank was taken up. Apparently the Collector and the Public Works Department failed to note that the tank irrigated zemindari lands. The Collector will be requested to report whether, with reference to the decision of the High Court in Appeal No. 38 of 1893 (C. Damodara Mudaliar and another *v.* the Secretary of State through the Collector of Chingleput), steps may not now be taken to recover the zemindar's share of the cost of repairing the tank.

2. The Board considers that it is the plain duty of the Tank Restoration Scheme Parties, during their investigations, to ascertain whether the ayakat of a tank which they propose to repair is wholly ryotwari land or not. The Collector cannot be expected to know this of his own knowledge, and if he had to make a reference whenever (under the old practice) an estimate was sent to him for countersignature, the delay would be inordinate. His countersignature cannot be taken as meaning more than that he approves the project and knows nothing against it.

3. As regards the cases referred to in the second paper read above, the Board observes that G.O., dated 3rd May 1884, No. 451 I., seems to be sufficiently clear as to the extent of a dasabandamdar's obligation to repair a dasabandam tank, and as to the manner in which the obligation should be enforced. If in the cases put, the works estimated for by the Tank Restoration Scheme Parties are only such as are required to maintain the tanks in a proper state of repair, and are not in the nature of improvements, the Public Works Department should move the Collector to proceed, as pointed out in the Government Order quoted above, to enforce the dasabandamdar's obligation to carry out the repairs specified. The term shrotriemdar may have different significations in different districts. Taking it in its proper meaning as applying to Brahmin grantee of a whole inam village, the liability of shrotriemdars to contribute towards the repair of tanks, in which they are jointly interested with Government, rests on the same footing as that of zemindars similarly situated, who have been held to be bound to make such contributions. Copies of the decisions of the High Court in the appeal above quoted will be circulated to Collectors for information.

(True Copies and Extract.)

(Signed) P. RAJARATNA MUDALIAR,
Secretary.

(True Copy.)

(Signed) I. SARABHALINGAM NAIDU,
First Assistant.

To the Collector of Chingleput, with estimates, &c.
„ the Chief Engineer for Irrigation, Tank Restoration Scheme.
Copy to the Secretary to Government, Revenue Department.
„ to other Collectors.

APPENDIX.

IN THE HIGH COURT OF JUDICATURE AT MADRAS.

Present:

Sir Arthur J. H. Collins, *Kt.*, Chief Justice.
Mr. Justice Shephard.

C. Damodara Mudaliar and another ... ... Appellants (Defendants).*

versus

The Secretary of State for India in Council,
through the Collector of Chingleput ... ... Respondent (Plaintiff).

Suit for contribution for repair by one co-owner against another—Indian Contract Act, sections 69 and 70.

Where the Government and a Zemindar are co-owners of a tank the water of which irrigates ryotwari villages of Government and the villages of the Zemindari, and necessary repairs are done to the tank by Government without the request of the Zemindar, *Held* that as the repair was lawful and done for the benefit of the Zemindar also, the Government not intending to do so gratuitously and as the Zemindar had benefited by the repair, the Government was entitled to claim contribution for the expenses incurred for the repair with reference to the relative irrigated areas of the Government and Zemindari villages under section 70 of the Contract Act.

Appeal against the decree of the District Judge of Chingleput in Original Suit No 10 of 1892.

The suit was instituted by the Secretary of State for India against certain Zemindars for contribution for the expenses of repair of a tank belonging to the plaintiff and the defendants which irrigated ryotwari villages of the Government and some Zemindari villages. The tank having been breached in consequence of floods, repairs became necessary which the Government executed without any request from the defendants. The defendants pleaded non-liability on the ground that they never requested the Government to make the repairs or acquiesced in them. The District Judge gave the plaintiff a decree as prayed for on the authority of the following cases:—*Seshagiri* v. *Pichu*, I.L.R., 11M, 452; *Syed Mahomed Khan* v. *Nuwab Shaista Khan*, 2 N.W.P., H.C.R., 248; *Shaikh Buzlool Hossein*, v. *Gunput Chowdhry*, 25 W.R. 170. The defendants appealed to the High Court.

K. P. Sankara Menon for *C. Sankara Nair* and *V. Masilamani Pillai* for appellants.

K. Brown for the Government Pleader for the respondent.

The court passed the following

Order.

The question raised by this appeal is whether the defendants being the proprietors of certain villages irrigated by the *Parayankolathur* tank can be made liable for the costs of repairs of that tank incurred by the Government. Inasmuch as other villages held under Government are irrigated by the same tank, the Government were under an obligation to make the repairs, and it is found as a fact and not disputed that the repairs were necessary for the preservation of the tank. There are no definite finding by the District Judge and the evidence is not clear as to the circumstances under which the repairs were undertaken by Government. But it seems clear from the defendants' own statement that they were aware that the repairs were being executed (see BB 1). The averment to that effect made in the plaint is not denied in the written statement, and it is not the defendants' case that they were themselves anxious to execute the repairs except in the capacity of contractors, or that the act of the Government in undertaking the work was in any way wrongful or improper. The contention on the defendants' part is that the Government were bound to do the repairs at their own expense and not entitled to charge the Zemindars. A further point of minor importance is also taken, viz., that the District Judge has not made a fair apportionment of the cost of the work, having regard to the interests of the Government villages and the Zemindars' villages in the irrigation secured by the tank. On the part of the defendants, it was argued that as there was no contract between them and the Government and no joint liability such as could give rise to an action for contribution, the present action could not be maintained, and the case of *Leigh* v. *Dickeson* (12 Q.B.D., 194) was relied on. In that case the parties were tenants-in-common of a house and the claim made was in respect of money expended on substantial and proper repairs. In this view of the facts the present case may be distinguished, and another ground of distinction is that in the present case the remedy of partition is not available. In his judgment, *Pollock*, *B.*, expressly distinguished the case from those in which "it has been held that, where an outlay is in the nature of salvage, all interested in the thing saved are bound to contribute"—12 Q.B.D. p. 196. But in the court of appeal where the judgment of *Pollock*, *B.*, adverse to the claim was affirmed, the decision was put upon grounds which cover cases in which an outlay necessary

* A.S. No. 38 of 1893. 21st March 1894.

for the preservation of the thing in which the parties are interested has been made. Indeed *Cotton, L.J.*, starts by assuming "that the house was in a bad state of repair and that the repairs executed by the defendant were necessary"—*Leigh* v. *Dickeson*, XV Q.B.D., p. 66. His decision amounts to this, that in the absence of a request, and in the absence of a common obligation to repair, no action for contribution will lie at the suit of one tenant-in-common against another, and that was the judgment of the court of appeal. No reference is made by any of the Lords Justices to the doctrine of Salvage. In a later case where the question related to a policy of life insurance and the claim was made in respect of a premium paid by the mortgagor, the court of appeal distinctly held that the doctrine of Salvage as understood with reference to maritime cases had no application, and *Bowen, L.J.*, states as the general principle that work and labour done or money expended by one man to preserve the property of another do not according to English law create any obligation to repay the expenditure. In the course of the argument (p. 239) he observes that the law is laid down too widely in the notes to *Lampleigh* v. *Brathwait* (1 Sm.L.C., 151). It follows also from these decisions which, after all, only re-affirm what has been said in earlier cases that the statement of law made by Chancellor Kent and cited in *Leigh* v. *Dickeson* (12 Q.B.D., p. 199) cannot be accepted as correct according to English authorities (see Kent's *Commentaries*, Vol. III, s. 370). As a general rule, a man cannot be made liable for services rendered under circumstances giving him no option of declining or accepting. In the present case it is clear that the facts do not bring it within either of the two exceptions above mentioned. There was no common obligation to repair the tank, the Zemindar and the Government are liable to their tenants respectively, and the tenants of the one could not, it is conceived, make the other responsible for mere neglect to maintain the tank. The exception which covers the case of joint-debtors, one of whom pays the whole debt cannot apply, and it is at least doubtful whether on any principle of contribution or indemnity the plaintiff could recover (see *Leigh* v. *Dickeson*, 15 Q.B.D., p. 68; *Dering* v. *Winchelsea*, 2 B. & P., 270; *Moule* v. *Garrett*, L.R., 7 Exch., 104). Again there was no request on the part of the Zemindars, and though, it is possible that if the facts were properly ascertained, a request might have been implied, the District Judge has not found that such implication ought to be made. According to the English authorities it would seem therefore that the action must fail. But the plaintiff's counsel relies on section 70 of the Contract Act, and invites us to hold that a rule of law, differing from that found in the English cases, has been there laid down. By that section three conditions are required to establish a right of action at the suit of a person who does anything for another. The thing must be done lawfully; it must be done by a person not intending to act gratuitously and the person for whom the act is done must enjoy the benefit of it. There can be little doubt that the statement of the law is derived from the notes to *Lampleigh* v. *Brathwait* and perhaps indirectly from the Roman law (see Stokes' *introduction to the Contract Act*). The learned author of Smiths' Leading cases when enumerating the instances in which the request necessary to constitute a cause of action in the case of an executed consideration may be implied gives as the second instance "where the defendant has adopted and enjoyed the benefit of the consideration—(1 Sm.L.C., 9 Ed., p. 160). That is the very statement of law which according to Bowen, L.J., is too wide. Nevertheless it is the law we have to apply and we ought not to be deterred from doing so, because the rule is not in harmony with English decisions (see Lord Herschell's observation [(1891) Ap. Ca., 130], or because the application of it may be difficult. Certainly there may be difficulties in applying a rule stated in such wide terms as is that expressed in section 70. According to the section it is not essential that the act shall have been necessary in the sense that it has been done under circumstances of pressing emergency, or even that it shall have been an act necessary to be done at some time for the preservation of property. It may therefore be extended to cases into which no question of salvage enters. It is not limited to persons standing in particular relations to one another and except in the requirement that the Act shall be lawful, no condition is prescribed as to the circumstances under which it shall be done.

In the present instance the relations of the parties are peculiar. Formerly, as it appears, all the eleven villages irrigated by the tank were zemindari, seven of them have been severed from the zemindari and became ordinary ryotwari villages. As a consequence of the severance the duty to maintain the tank has, so far as concerns these latter villages, devolved on Government. As has already been observed, the remedy which is open to tenants-in-common who cannot agree about the enjoyment of property is not available to persons situated as are the parties in the present case. In their relation to the tank their position may be compared to that of the owners of two houses supported by a party wall, in respect of which if partition is legally possible, it is at any rate in fact impracticable—See *Watson* v. *Gray*, 15 Ch. D., 192—*Bell's Commentaries*, s. 1085.

Now taking the terms of section 70, we have to see first whether an act was done by the plaintiff for the defendants not intending to do so gratuitously. Here are two questions of fact involved. First, were the repairs executed for the defendants? In a case where the plaintiff has himself no interest in the matter, as in the case put in the illustration of A saving B's property from fire, there can hardly be any doubt as to the answer to be given to the question. The case is that to which in the first instance the rule of Roman law giving a right of action to the *negotiorum gestor* was applicable.

The fact that the plaintiff had an interest in the matter may show that he was acting on his own account only. *England* v. *Marsden* (I.C.P., 529) affords an illustration. But it is obvious that a person doing an act in which he is himself interested may at the same time intend to act for another. Section 69 and the cases on which it is founded (see *Moule* v. *Garrett*, L.R., 5 Exch., 132, 7 Exch., 104) makes it clear that a payment made by a party interested may be recovered and it would be inconsistent to hold that services done would not equally give a right of action. Having mentioned section 69, we ought to add that the plaintiff cannot rely directly upon it, because the interest of the plaintiff and the duty of the defendants related to the doing of work and not to the payment of money.

The question whether the act was done for the defendants is one which must be determined according to the circumstances of the case, for one of two persons having a common interest in property may or may not intend to act for the other in the execution of work upon the property. The fact that the latter was benefited by the work does not necessarily show that it was done for him. We think there must be a finding upon the question. There must also be a finding on the question of intention whether or not the intention of Government was to do the repairs at their own cost without making any charge on the zemindar.

Then comes the question whether in executing the repairs the Government acted lawfully. It is clear that actual consent or request on the part of the defendents need not be proved. It is because the party interested is absent and had given no mandate that the right of action on the part of the *negotiorum gestor* accrues Justinian's Institutes Lib. III, TT., p. 386. On the other hand if the Roman law is to be followed, it must be shown that the act done is one to which the party to be charged would have assented, had he been consulted and the doing of which he had not forbidden (See *Colquhan Roman Civil Law*, s. 1768, &c.). It is plain that the section ought not to be so read as to justify the officious interference of one man with the affairs or property of another or to impose obligation in respect of services which the person sought to be charged did not wish to have rendered.

In the present case there can be no doubt that the Government acted lawfully in repairing the tank. The act was lawful whether done with a view of benefiting all the villages under the tank or the Government villages only, and whether or not done with the intention of charging the zemindars. Having regard to the fact that the zemindars knew of the intention to execute the repairs and did not disapprove, we think that if the repairs were done for the zemindars they were done lawfully for them.

The final condition required by the section is that the person charged should have enjoyed the benefit of the act done. On this question an issue was raised, but the finding on it is not satisfactory. Indeed the District Judge does not propose to deal with it exactly. Seeing that the greater number of the villages irrigated by the tank are ryotwari villages, *prima facie* we should suppose that the benefit derived by the zemindar from the repairs was less than that derived by Government. Regard must be had to the irrigable area of the villages owned by Government and the zemindars respectively. The fact that kist is paid by the zemindars has nothing to do with the matter. If the cultivated area belonging to the Government villages and watered by the tank is larger than that of the zemindar's villages, the Government has in the same proportion been the greater gainer by the preservation of the tank. There must be a distinct finding on the fifth issue.

[The District Judge found that the Government had not intended to do the repairs gratuitously, that the defendants had benefited by the repairs and that they were therefore liable in the proportion of the irrigated area of their villages to the irrigated area of the Government villages. The High Court accepted the findings and dismissed the appeal with costs.]

Exd. W. J. Lewis.

ORDER—No. 819 I., dated 9th October 1896.

The estimate, amounting to Rs. 2,910, for constructing a wharf at Tenali, in the Kistna Western division, is sanctioned as follows, the amount being met from the balance of the provision for item 710 of the statement printed in Proceedings, Madras Government, No. 857 I., dated 11th October 1893:—

49. Capital expenditure not charged to Revenue.
Kistna Delta System.
I. Works.
Western Section.
(2) Main Canals and Branches.
Nizampatam Canals.
9. Navigation Works.
Wharf at Tenali.

	RS.
Estimate	2,910

2. This sanction is registered as No. 112 I. of 1896–97.

3. The scale of establishment proposed for the wharves is approved, and the Superintending Engineers, I and II Circles, will, when necessary, submit proposition statements for the establishment required for the sanction of Government. Estimates for the wharves and establishment quarters still to be constructed, may be submitted as necessity arises.

(True Extract.)

(Signed) W. HUGHES,
Joint Secy. to Government,
Irrigation Branch.

To the Chief Engineer for Irrigation.
" Superintending Engineer, I Circle.
" " " II " with seven enclosures.
" Examiner, Public Works Accounts.

Exd. T. K. Narayana Aiyangar.

From the Supg Engr II Circle Letter No 1233/5 dated 1-9-96.
Recd From the Chief Engineer for Irrn " No 986/W dated 6-9-96
" No 1285/W dated 15-8-96.
Note 171-I dated 19th September 96

Order thereon:- No 819. Dd 9th October 1896.

The estimate, amounting to Rs 2,910, for constructing a wharf at Tenaly, in the Kistna Western Division, is sanctioned as follows, the amount being met from the balance of the provision for item 710 of the statement printed in P.M.G. NO:857. I, dated 11-10-93:—

49. Capital expenditure not charged to Revenue

Kistna Delta System
I-Works.
Western Section
(2) Main canals and Branches

Nizampatam canals

9. Navigation works

Wharf at Tenaly —
Estimate Rs 2,910.

2. This sanction is registered as NO: 112. I. of 1896-97.

3. The scale of establishment proposed for the wharves is approved, and the Supg:Engineers, First and Second circles, will, when necessary, submit proposition statements for the establishment required for the sanction of Government. Estimates for the wharves and establishment quarters still to be constructed may be submitted as necessity arises.

To

The Chief Engr:for Irrigation.
" Supg:Engr:First circle.
"-----DO---- Second circle.
" Examiner, P.W. Accounts.

Recd 14/9/96
Recd 19/9/96.

Public Works (1896) Department.

CURRENT No. 8611

7

Order

From The Chief Engineer for Irrigation

No. 1764

Dated 19. 9. 96

Received 25. 9. 96

Enclosures Nil (2 Plans)

Spare copies -

SUBJECT.

Estimate for Construction of a Wharf at Kenaki Kishna Western Div.

7.2.9. 8/10

ODS 442 R7/10