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 PART II.—Legal and Judicial.
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PASSED ORDINANCES.

Ordinance enacted by the Governor of Ceylon, with the advice and consent of the Legislative Council thereof.

No. 9 of 1917.

An Ordinance to define and amend the Law relating to Trusts.

JOHN ANDERSON.

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**An Ordinance to define and amend the Law
relating to Trusts.**

Preamble.

WHEREAS it is expedient to define and amend the law relating to trusts: Be it therefore enacted by the Governor of Ceylon, by and with the advice and consent of the Legislative Council thereof, as follows:

CHAPTER I.

Preliminary.

Short title and commencement.

1 This Ordinance may be cited as "The Trusts Ordinance, No. 9 of 1917," and shall come into operation on such day as the Governor may by Proclamation appoint.

Repeal.

2 The enactments specified in the schedule to this Ordinance are hereby repealed.

Interpretation clause:

3 In this Ordinance, unless the context or the subject-matter otherwise implies—

"Trust."

A "trust" is an obligation annexed to the ownership of property, and arising out of a confidence reposed in and accepted by the owner, or declared and accepted by him, for the benefit of another person, or of another person and the owner, of such a character that, while the ownership is nominally vested in the owner, the right to the beneficial enjoyment of the property is vested or to be vested in such other person, or in such other person concurrently with the owner. A trust does not include a *fidei commissum*.

"Author of the trust."

The person who reposes or declares the confidence is called the "author of the trust"; the person who accepts the confidence is called the "trustee"; the person for whose benefit the confidence is accepted is called the "beneficiary"; the subject-matter of the trust is called "trust property" or "trust money"; "the beneficial interest" or "interest" of the beneficiary is his right against the trustee as owner of the trust property; and the instrument, if any, by which the trust is declared is called the "instrument of trust." The expression "instrument of trust" includes a scheme settled under chapter X. of this Ordinance.

"Trustee."

"Beneficiary."

"Trust property."

"Beneficial interest."

"Instrument of trust."

"Breach of trust."

A breach of any duty imposed on a trustee, as such, by any law for the time being in force is called a "breach of trust."

"Notice."

A person is said to have "notice" of a fact either when he actually knows that fact, or when, but for wilful abstention from inquiry or gross negligence, he would have known it, or when information of the fact is given to or obtained by any person whom the court may determine to have been his agent for the purpose of receiving or obtaining such information.

Every person is "competent to contract" who is of the age of majority, or has otherwise acquired the status of majority according to the law to which he is subject, and who is of sound mind, and is not disqualified by law from contracting.

A "married woman" is competent to contract; provided that in any case in which the consent, concurrence, acquiescence, or ratification of a beneficiary is referred to, the power of consent, concurrence, acquiescence, or ratification of a married woman who is a beneficiary shall be subject to the same conditions and limitations as her power to contract with reference to the matter in question.

"Court."

"Court" means the District Court having jurisdiction in the matter in question, or a District Court upon which the Supreme Court, on the application of any party interested, may confer jurisdiction for the purposes either of the trust generally or of the matter in question.

"Notarially executed."

"Notarially executed" means executed in the manner prescribed by section 2 of Ordinance No. 7 of 1840, and any reference to "notarial execution" shall be deemed to include a reference to execution in accordance with Ordinance No. 17 of 1852.

CHAPTER II.

Of the Creation of Trusts.

Lawful purpose.

4 A trust may be created for any lawful purpose. The purpose of a trust is lawful, unless it is (a) forbidden by law, or (b) is of such a nature that, if permitted, it would defeat the provisions of any law, or (c) is fraudulent, or (d) involves or implies injury to the person or property of another, or (e) the court regards it as immoral or opposed to public policy.

Every trust of which the purpose is unlawful is void. And where a trust is created for two purposes, of which one is lawful and the other unlawful, and the two purposes cannot be separated, the whole trust is void.

Explanation.—In this section the expression “law” includes where the trust property is immovable and situate in a foreign country, the law of such country.

Illustrations.

(a) A bequeaths property to B in trust to employ it in carrying on a smuggling business, and out of the profits thereof to support A's children. The trust is void.

(b) A, while in insolvent circumstances, transfers property to B in trust for A during his life, and after his death to B. A is declared an insolvent. The trust for A is invalid as against his creditors.

Trust of immovable property.

5 Subject to the provisions of section 107, no trust in relation to immovable property is valid unless declared by the last will of the author of the trust or of the trustee or by a non-testamentary instrument in writing signed by the author of the trust or the trustee, and notarially executed.

Trust of movable property.

No trust in relation to movable property is valid unless declared by the last will of the author of the trust, or of the trustee, or by a non-testamentary instrument in writing signed by the author of the trust, or the trustee, or unless the ownership of the property is transferred to the trustee by delivery.

These rules do not apply where they would operate so as to effectuate a fraud.

Creation of trust.

6 Subject to the provisions of sections 5 and 107, a trust is created when the author of the trust indicates with reasonable certainty by any words or acts (a) an intention on his part to create thereby a trust, (b) the purpose of the trust, (c) the beneficiary, and (d) the trust property, and (unless the trust is declared by will or the author of the trust is himself to be the trustee) transfers the trust property to the trustee.

Illustrations.

(a) A bequeaths certain property to B, “having the fullest confidence that he will dispose of it for the benefit of” C. This creates a trust so far as regards A and C.

(b) A bequeaths certain property to B, “hoping he will continue it in the family.” This does not create a trust, as the beneficiary is not indicated with reasonable certainty.

(c) A bequeaths certain property to B, requesting him to distribute it amongst such members of C's family as B should think most deserving. This does not create a trust, for the beneficiaries are not indicated with reasonable certainty.

(d) A bequeaths certain property to B, desiring him to divide the bulk of it among C's children. This does not create a trust, for the trust property is not indicated with sufficient certainty.

(e) A bequeaths a shop and stock in trade to B, on condition that he pays A's debts and a legacy to C. This is a condition, not a trust, for A's creditors and C.

Who may create trusts.

7 A trust may be created—

(a) By every person competent to contract; and

(b) With the permission of the court by or on behalf of a minor;

but subject in each case to the law for the time being in force as to the circumstances and extent in and to which the author of the trust may dispose of the trust property.

Subject of trust.

8 The subject-matter of a trust must be property transferable to the beneficiary. It must not be a merely beneficial interest under a subsisting trust.

Who may be beneficiary.

Disclaimer by beneficiary.

Who may be trustee.

No one bound to accept trust.
Acceptance of trust.
Disclaimer of trust.

9 Every person capable of holding property may be a beneficiary.

A proposed beneficiary may renounce his interest under the trust by disclaimer addressed to the trustee, or by setting up, with notice of the trust, a claim inconsistent therewith.

10 Every person capable of holding property may be a trustee ; but, where the trust involves the exercise of discretion, he cannot execute it unless he is competent to contract.

No one is bound to accept a trust.

A trust is accepted by any words or acts of the trustee indicating with reasonable certainty such acceptance.

Instead of accepting a trust, the intended trustee may, within a reasonable period, disclaim it, and such disclaimer shall prevent the trust property from vesting in him.

A disclaimer by one of two or more co-trustees vests the trust property in the other or others, and makes him or them sole trustee or trustees from the date of the creation of the trust.

Illustrations.

- (a) A bequeaths certain property to B and C, his executors, as trustees for D. B and C prove A's will. This is in itself an acceptance of the trust, and B and C hold the property in trust for D.
- (b) A transfers certain property to B in trust to sell it and to pay out of the proceeds A's debts. B accepts the trust and sells the property. So far as regards B, a trust of the proceeds is created for A's creditors.
- (c) A bequeaths a lakh of rupees to B upon certain trusts and appoints him his executor. B severs the lakh from the general assets and appropriates it to the specific purpose. This is an acceptance of the trust.

CHAPTER III.

Of the Duties and Liabilities of Trustees.

Trustee to execute trust.

11 The trustee is bound to fulfil the purpose of the trust, and to obey the directions of the author of the trust given at the time of its creation, except as modified by the consent of all the beneficiaries being competent to contract.

Where the beneficiary is incompetent to contract, his consent may, for the purposes of this section, be given by the court.

Explanation.—Unless a contrary intention be expressed, the purpose of a trust for the payment of debts shall be deemed to be (a) to pay only the debts of the author of the trust existing and recoverable at the date of the instrument of trust, or, when such instrument is a will, at the date of his death, and (b), in the case of debts not bearing interest, to make such payment without interest.

Illustrations.

- (a) A, a trustee, is simply authorized to sell certain land by public auction. He cannot sell the land by private contract.
- (b) A, a trustee of certain land for X, Y, and Z, is authorized to sell the land to B for a specified sum. X, Y, and Z, being competent to contract, consent that A may sell the land to C for a less sum. A may sell the land accordingly.
- (c) A, a trustee for B and her children, is directed by the author of the trust to lend, on B's request, trust property to B's husband C, on the security of his bond. C becomes insolvent, and B requests A to make the loan. A may refuse to make it.

Trustee to inform himself of state of trust property.

12 A trustee is bound to acquaint himself, as soon as possible, with the nature and circumstances of the trust property ; to obtain, where necessary, a transfer of the trust property to himself ; and (subject to the provisions of the instrument of trust) to get in trust moneys invested on insufficient or hazardous security.

Illustrations.

- (a) The trust property is a debt outstanding on personal security. The instrument of trust gives the trustee no discretionary power to leave the debt so outstanding. The trustee's duty is to recover the debt without unnecessary delay.

- (b) The trust property is money in the hands of one or two co-trustees. No discretionary power is given by the instrument of trust. The other co-trustee must not allow the former to retain the money for a longer period than the circumstances of the case required.

Trustee to protect title to trust property.

13 A trustee is bound to maintain and defend all such suits, and (subject to the provisions of the instrument of trust) to take such other steps as, regard being had to the nature and amount or value of the trust property, may be reasonably requisite for the preservation of the trust property and the assertion or protection of the title thereto.

Illustration.

The trust property is immovable property, which has been given to the author of the trust by an unregistered instrument. The trustee's duty is to cause the instrument to be registered.

Trustee not to set up title adverse to beneficiary.

14 The trustee must not for himself or another set up or aid any title to the trust property adverse to the interest of the beneficiary.

Care required from trustee.

15 A trustee is bound, subject to the provisions of the instrument of trust, to deal with the trust property as carefully as a man of ordinary prudence would deal with such property if it were his own; and, in the absence of a contract to the contrary, a trustee so dealing is not responsible for the loss, destruction, or deterioration of the trust property.

Illustrations.

- (a) A, living in Colombo, is a trustee for B, living in London. A remits trust funds to B by bills drawn by a person of undoubted credit in favour of the trustee as such and payable at London. The bills are dishonoured. A is not bound to make good the loss.
- (b) A, a trustee of leasehold property, directs the tenant to pay the rents on account of the trust to a banker, B, then in credit. The rents are accordingly paid to B, and A leaves the money with B only till wanted. Before the money is drawn out, B becomes insolvent. A, having had no reason to believe that B was in insolvent circumstances, is not bound to make good the loss.
- (c) A, a trustee of two debts for B, releases one and compounds the other, in good faith, and reasonably believing that it is for B's interest to do so. A is not bound to make good any loss caused thereby to B.
- (d) A, a trustee directed to sell the trust property by auction, sells the same, but does not advertise the sale, and otherwise fails in reasonable diligence in inviting competition. A is bound to make good the loss caused thereby to the beneficiary.
- (e) A, a trustee for B, in execution of his trust, sells the trust property, but from want of due diligence on his part fails to receive part of the purchase money. A is bound to make good the loss thereby caused to B.
- (f) A, a trustee for B of a policy of insurance, has funds in hand for payment of the premiums. A neglects to pay the premiums, and the policy is consequently forfeited. A is bound to make good the loss to B.
- (g) A bequeaths certain moneys to B and C as trustees, and authorizes them to continue trust moneys upon the personal security of a certain firm in which A had himself invested them. A dies, and a change takes place in the firm. B and C must not permit the moneys to remain upon the personal security of the new firm.
- (h) A, a trustee for B, allows the trust to be executed solely by his co-trustee C. C misapplies the trust property. A is personally answerable for the loss resulting to B.

Conversion of perishable property.

16 Where the trust is created for the benefit of several persons in succession, and the trust property is of a wasting nature or a future or reversionary interest, the trustee is bound, unless an intention to the contrary may be inferred from the instrument of trust, or unless the court otherwise directs, to convert the property into property of a permanent and immediately profitable character.

Trustee to be impartial.

17 Where there are more beneficiaries than one, the trustee is bound to be impartial, and must not execute the trust for the advantage of one at the expense of another.

Where the trustee has a discretionary power, nothing in this section shall be deemed to authorize the court to control the exercise reasonably and in good faith of such discretion.

Illustration.

A, a trustee for B, C, and D, is empowered to choose between several specified modes of investing the trust property. A in good faith chooses one of these modes. The court will not interfere, although the result of the choice may be to vary the relative rights of B, C, and D.

Trustees to prevent waste.

18 Where the trust is created for the benefit of several persons in succession, and one of them is in possession of the trust property, if he commits, or threatens to commit, any act which is destructive or permanently injurious thereto, the trustee is bound to take measures to prevent such act.

Accounts and information.

19 A trustee is bound (a) to keep clear and accurate accounts of the trust property, and (b) at all reasonable times, at the request of the beneficiary, to furnish him with full and accurate information as to the amount and state of the trust property.

Investment of trust money.

20 Where the trust property consists of money and cannot be applied immediately or at an early date to the purposes of the trust, the trustee is bound (subject to any direction contained in the instrument of trust) to invest the money on the following securities, and on no others :

- (a) In promissory notes, debentures, stock, or other securities of the Government of Ceylon, or of the Government of the United Kingdom, or of the Government of India.
- (b) In bonds, debentures, and annuities charged by the Imperial Parliament on the revenues of India.
- (c) In any Colonial Stock which is registered in the United Kingdom in accordance with the provisions of the Colonial Stock Acts, 1877, 1892, and 1900, and with respect to which there have been observed such conditions (if any) as the Lords Commissioners of the Treasury of the United Kingdom may, by order notified in the *London Gazette*, prescribe.
- (d) In the debenture or rent charge or guaranteed or preference stock of any railway company in Great Britain or Ireland incorporated by special Act of Parliament, and having during each of the ten years last past before the date of investment paid a dividend at the rate of not less than three per centum per annum on its ordinary stock.
- (e) In stock or debentures of or shares in any railway or other company the interest whereon shall have been guaranteed by the Secretary of State for India in Council.
- (f) On a first mortgage of immovable property situated in Ceylon or the United Kingdom. Provided that the property is not a leasehold for a term of years, and that the value of the property exceeds by one-third, or if consisting wholly or mainly of buildings, exceeds by one-half the mortgage moneys.
- (g) On any other security authorized as a trustee investment by the law of England for the time being (other than real or heritable securities).
- (h) On any other security expressly authorized by the instrument of trust or by any rule which the Governor in Executive Council may from time to time prescribe in that behalf.

Saving as to existing investments and investments in Government Savings Bank.

21 Nothing in section 20 shall apply to investments made before this Ordinance comes into force, or shall be deemed to preclude, in any case in which the trust money does not exceed three thousand rupees, a deposit thereof in a Government Savings Bank (including the Ceylon Savings Bank).

Sale by trustee directed to sell within specified time.

22 Where a trustee directed to sell within a specified time extends such time, the burden of proving, as between himself and the beneficiary, that the latter is not prejudiced by the extension lies upon the trustee, unless the extension has been authorized by the court.

Illustration.

A bequeaths property to B, directing him with all convenient speed and within five years to sell it, and apply the proceeds for the benefit of C. In the exercise of reasonable discretion, B postpones the sale for six years. The sale is

not thereby rendered invalid, but C, alleging that he has been injured by the postponement, institutes a suit against B to obtain compensation. In such suit the burden of proving that C has not been injured lies on B.

Liability for
breach of trust.

23 Where the trustee commits a breach of trust, he is liable to make good the loss which the trust property or the beneficiary has thereby sustained, unless the beneficiary has by fraud induced the trustee to commit the breach, or the beneficiary, being competent to contract, has himself, without duress or undue influence having been brought to bear on him concurred in the breach, or subsequently acquiesced, therein, with full knowledge of the facts of the case and of his rights as against the trustee.

A trustee committing a breach of trust is not liable to pay interest except in the following cases :

- (a) Where he has actually received interest.
- (b) Where the breach consists in unreasonable delay in paying trust money to the beneficiary.
- (c) Where the trustee ought to have received interest, but has not done so.
- (d) Where he may be fairly presumed to have received interest.

He is liable in case (a) to account for the interest actually received, and in cases (b), (c), and (d) to account for simple interest at the rate of six per centum per annum, unless the court otherwise directs.

- (e) Where the breach consists in failure to invest trust money and to accumulate the interest or dividend thereon, he is liable to account for compound interest (with half-yearly rests) at the same rate.
- (f) Where the breach consists in the employment of trust property or the proceeds thereof in trade or business, he is liable to account, at the option of the beneficiary, either for compound interest (with half-yearly rests) at the same rate or for the nett profits made by such employment.

Illustrations.

- (a) A trustee improperly leaves trust property outstanding, and it is consequently lost; he is liable to make good the property lost, but he is not liable to pay interest thereon.
- (b) A bequeaths a house to B in trust to sell it and pay the proceeds to C. B neglects to sell the house for a great length of time, whereby the house is deteriorated and its market price falls. B is answerable to C for the loss.
- (c) A trustee is guilty of unreasonable delay in investing trust money in accordance with section 20, or in paying it to the beneficiary. The trustee is liable to pay interest thereon for the period of the delay.
- (d) The duty of the trustee is to invest trust money in any of the securities mentioned in section 20, clause (a), (b), (c), or (d). Instead of so doing, he retains the money in his hands. He is liable, at the option of the beneficiary, to be charged either with the amount of the principal money and interest, or with the amount of such securities as he might have purchased with the trust money when the investment should have been made and the intermediate dividends and interest thereon.
- (e) The instrument of trust directs the trustee to invest trust money either in any such securities or on mortgage of immovable property. The trustee does neither. He is liable for the principal money and interest.
- (f) The instrument of trust directs the trustee to invest trust money in any of such securities and to accumulate the dividends thereon. The trustee disregards the direction. He is liable, at the option of the beneficiary, to be charged either with the amount of the principal money and compound interest, or with the amount of such securities as he might have purchased with the trust money when the investment should have been made, together with the amount of the accumulation which would have arisen from a proper investment of the intermediate dividends.
- (g) Trust property is invested in one of the securities mentioned in section 20, clause (a), (b), (c), or (d). The trustee sells such security for some purpose not authorized by the terms of the instrument of trust. He is liable, at the option of the beneficiary, either to replace the security

with the intermediate dividends and interest thereon, or to account for the proceeds of the sale with interest thereon.

(h) The trust property consists of land. The trustee sells the land to a purchaser for a consideration without notice of the trust. The trustee is liable, at the option of the beneficiary, to purchase other land of equal value to be settled upon the like trust, or to be charged with the proceeds of the sale with interest.

No set-off allowed to trustee.

24 A trustee who is liable for a loss occasioned by a breach of trust in respect of one portion of the trust property cannot set-off against his liability a gain which has accrued to another portion of the trust property through another and distinct breach of trust.

Non-liability for predecessor's default.

25 Where a trustee succeeds another, he is not, as such, liable for the acts or defaults of his predecessor.

Non-liability for co-trustee's default.

26 Subject to the provisions of sections 13 and 15, one trustee is not, as such, liable for a breach of trust committed by his co-trustee. Provided that, in the absence of an express declaration to the contrary in the instrument of trust, a trustee is so liable—

- (a) Where he has delivered trust property to his co-trustee without seeing to its proper application.
- (b) Where he allows his co-trustee to receive trust property and fails to make due inquiry as to the co-trustee's dealings therewith, or allows him to retain it longer than the circumstances of the case reasonably require.
- (c) Where he becomes aware of a breach of trust committed or intended by his co-trustee, and either actively conceals it, or does not within a reasonable time take proper steps to protect the beneficiary's interest.

Joining in receipt for conformity.

A co-trustee who joins in signing a receipt for trust property, if he proves, or if it otherwise appears that he has not received the same, is not answerable, by reason of such signature only, for loss or misapplication of the property by his co-trustee.

Illustration.

A bequeaths certain property to B and C, and directs them to sell it and invest the proceeds for the benefit of D. B and C accordingly sell the property, and the purchase money is received by B and retained in his hands. C pays no attention to the matter for two years, and then calls on B to make the investment. B is unable to do so, becomes insolvent, and the purchase money is lost. C may be compelled to make good the amount.

Several liability of co-trustees.

27 Where co-trustees jointly commit a breach of trust, or where one of them by his neglect enables the other to commit a breach of trust, each is liable to the beneficiary for the whole of the loss occasioned by such breach.

Contribution as between co-trustees.

But as between the trustees themselves, if one be less guilty than another and has had to refund the loss, the former may compel the latter, or his legal representative to the extent of the assets he has received, to make good such loss, and if all be equally guilty, any one or more of the trustee who has had to refund the loss may compel the others to contribute.

Nothing in this section shall be deemed to authorize a trustee who has been guilty of fraud to institute a suit to compel contribution.

Non-liability of trustee paying without notice of transfer by beneficiary.

28 When any beneficiary's interest becomes vested in another person, and the trustee, not having notice of the vesting, pays or delivers trust property to the person who would have been entitled thereto in the absence of such vesting, the trustee is not liable for the property so paid or delivered.

Liability of trustee where beneficiary's interest is forfeited to Government.
Indemnity of trustees.

29 When the beneficiary's interest is forfeited or awarded by legal adjudication to Government, the trustee is bound to hold the trust property to the extent of such interest for the benefit of such person in such manner as the Government may direct in this behalf.

30 Subject to the provisions of the instrument of trust and of sections 23 and 26, trustees shall be respectively chargeable only for such moneys, stocks, funds, and securities as they respectively actually receive, and shall not be answerable the one for the other of them, nor for any banker, broker, or

other person in whose hands any trust property may be placed, nor for the insufficiency or deficiency of any stocks, funds, or securities, nor otherwise for involuntary losses.

Relief of trustee from consequences of breach of trust.

31 If it appears to the court that a trustee is or may be personally liable for any breach of trust, whether the transaction alleged to be a breach of trust occurred before or after the commencement of this Ordinance, but has acted honestly and reasonably and ought fairly to be excused for the breach of trust, and for omitting to obtain the directions of the court in the matter in which he committed such breach, then the court may relieve the trustee either wholly or partly from personal liability for the same.

CHAPTER IV.

Of the Rights and Powers of Trustees.

Right to title deed.

32 A trustee is entitled to have in his possession the instrument of trust and all the documents of title (if any) relating solely to the trust property.

Right to reimbursement of expenses.

33 Every trustee may reimburse himself, or pay or discharge out of the trust property, all expenses properly incurred in or about the execution of the trust, or the realization, reservation, or benefit of the trust property, or the protection or support of the beneficiary.

If he pays such expenses out of his own pocket, he has a first charge upon the trust property for such expenses and interest thereon; but such charge (unless the expenses have been incurred with the sanction of the court) shall be enforced only by prohibiting any disposition of the trust property without previous payment of such expenses and interest.

If the trust property fail, the trustee is entitled to recover from the beneficiary personally on whose behalf he acted, and at whose request, expressed or implied, he made the payment, the amount of such expenses.

Right to be recouped for erroneous overpayment.

Where a trustee has by mistake made an overpayment to the beneficiary, he may reimburse the trust property out of the beneficiary's interest. If such interest fail, the trustee is entitled to recover from the beneficiary personally the amount of such overpayment.

Right to indemnity from gainer by breach of trust.

34 A person other than a trustee, or a transferee in good faith for consideration, who has gained an advantage from a breach of trust must indemnify the trustee to the extent of the amount actually received by such person under the breach; and where such person is a beneficiary, the trustee has a charge on his interest for such amount.

Nothing in this section shall be deemed to entitle a trustee to be indemnified who has, in committing the breach of trust, been guilty of fraud.

Illustration.

The trustee of a family trust *bona fide* pays over a certain part of the trust moneys to a member of the family contrary to the terms of the instrument of trust, and the court orders the trustee to replace the money. He is entitled to be indemnified by the person to whom he has paid it.

Right to apply to court for opinion in management of trust property.

35 Any trustee may, without instituting a suit, apply by petition to the court for its opinion, advice, or direction on any present questions respecting the management or administration of the trust property other than questions of detail, difficulty, or importance, not proper, in the opinion of the court, for summary disposal.

A copy of such petition shall be served upon, and the hearing thereof may be attended by, such of the persons interested in the application as the court thinks fit.

The trustee stating in good faith the facts in such petition, and acting upon the opinion, advice, or direction given by the court, shall be deemed, so far as regards his own responsibility, to have discharged his duty as such trustee in the subject-matter of the application.

The costs of every application under this section shall be in the discretion of the court to which it is made.

Right to settlement of accounts.

36 When the duties of a trustee, as such, are completed, he is entitled to have the accounts of his administration of the trust property examined and settled; and, where nothing is due to the beneficiary under the trust, to an acknowledgment in writing to that effect.

General authority of trustee.

37 In addition to the powers expressly conferred by this Ordinance and by the instrument of trust, and subject to the restrictions, if any, contained in such instrument and to the provisions of section 17, a trustee may do all acts which are reasonable and proper for the realization, protection, or benefit of the trust property, and for the protection or support of a beneficiary who is not competent to contract.

Power to lease.

38 (1) Except with the permission of the court, and subject to any special statutory provision in that behalf, no trustee shall lease trust property for a term expiring at a date later than the end of ten years from the date of the execution of the lease, or if the date of the termination of the trust is ascertained, for a term expiring at a date later than the date of such termination, or without reserving the best yearly rent that can be reasonably obtained.

(2) Any lease executed without the permission of the court for a term exceeding the limits authorized by this section shall be void to the extent to which it so exceeds the said limits.

Power to sell in lots, and either by public auction or private contract.

39 Where the trustee is empowered to sell any trust property, he may sell the same, subject to prior charges or not, and either together or in lots, by public auction or private contract, and either at one time or at several times, unless the instrument of trust otherwise directs.

Power to sell under special conditions.

40 The trustee making any such sale may insert such reasonable stipulations either as to title or evidence of title, or terms of payment, or otherwise, in any conditions of sale or contract for sale, as he thinks fit; and may also buy in the property or any part thereof at any sale by auction, and rescind or vary any contract for sale, and re-sell the property so bought in, or as to which the contract is so rescinded, without being responsible to the beneficiary for any loss occasioned thereby. Provided he shall have acted in good faith and without negligence.

Power to buy in and re-sell.

Time allowed for selling trust property.

Where a trustee is directed to sell trust property or to invest trust money in the purchase of property, he may exercise a reasonable discretion as to the time of effecting the sale or purchase.

Illustrations.

(a) A bequeaths property to B, directing him to sell it with all convenient speed and pay the proceeds to C. This does not render an immediate sale imperative.

(b) A bequeaths property to B, directing him to sell it at such time and in such manner as he shall think fit and invest the proceeds for the benefit of C. This does not authorize B, as between him and C, to postpone the sale to an indefinite period.

Power to convey.

41 For the purpose of completing any such sale, the trustee shall have power to convey or otherwise dispose of the property sold in such manner as may be necessary.

Power to vary investments.

42 (1) A trustee may, at his discretion, call in any trust property invested in any security and invest the same on any of the securities mentioned or referred to in section 20, and from time to time vary any such investments for others of the same nature.

Power of court to authorize sale, exchange, &c., of trust property.

(2) When any immovable property is the subject-matter of any trust, the court may authorize any sale, exchange, mortgage, or other disposition of the property, which it considers to be in the interests of the objects of the trust.

Nothing contained in this sub-section shall be deemed to derogate from the rights of a trustee under the last preceding sub-section.

Power to apply property of minors, &c., or their maintenance.

43 (1) Where any property is held by a trustee in trust for a minor, either for life or for any greater interest, and whether absolutely or contingently on his attaining the age of majority, or on the occurrence of any event before his attaining that age, the trustee may at his sole discretion pay to the minor's parent or guardian, if any, or otherwise apply for or towards the minor's maintenance, education, or benefit, the income of the property, or any part thereof, whether there is any other fund applicable to the same purpose, or any person bound by law to provide for the minor's maintenance or education or not.

(2) The trustee shall accumulate all the residue of the income in the way of compound interest by investing the

same and the resulting income thereof from time to time in securities in which he is, by the instrument of trust, if any, or by section 20 of this Ordinance, authorized to invest trust money, and shall hold the accumulations for the benefit of the minor; but so that the trustee may at any time, if he thinks fit, apply the accumulations, or any part thereof, as if the same were income arising in the then current year.

(3) This section applies only if and as far as contrary intention is not expressed in the instrument of trust, and shall have effect subject to the terms of that instrument and to the provisions therein contained.

(4) Where the income of the trust property is insufficient for the minor's maintenance, or education, or marriage, or advancement in life, the trustee may, with the permission of the court, and not otherwise, apply the whole or any part of such property for or towards such maintenance, education, marriage, or advancement.

Power to give receipts.

44 Any trustees or trustee may give a receipt in writing for any money, securities, or other movable property payable, transferable, or deliverable to them or him by reason, or in the exercise, of any trust or power; and, in the absence of fraud, such receipt shall discharge the person paying, transferring, or delivering the same therefrom, and from seeing to the application thereof, or being accountable for any loss or misapplication thereof.

Power to compound, &c.

45 Two or more trustees acting together, or if there is only one trustee of the trust, such trustee may, if and as they or he shall think fit—

- (a) Accept any composition or any security for any debt or for any property claimed;
- (b) Allow any time for payment of any debt;
- (c) Compromise, compound, abandon, submit to arbitration, or otherwise settle any debt, account, claim, or thing whatever relating to the trust; and
- (d) For any of those purposes enter into, give, execute, and do such agreements, instruments of composition or arrangement, releases, and other things as to them or him seem expedient, without being responsible for any loss occasioned by any act or thing so done by them or him in good faith and without negligence.

The powers conferred by this section on two or more trustees acting together may be exercised by a sole acting trustee, when by the instrument of trust, if any, a sole trustee is authorized to execute the trusts and powers thereof.

This section applies only if and as far as a contrary intention is not expressed in the instrument of trust if any, and shall have effect subject to the terms of that instrument and to the provisions therein contained.

Nothing in this section shall be deemed to affect the application of the law relating to the property of minors.

Power to several trustees of whom one disclaim or dies.

46 When an authority to deal with the trust property is given to several trustees and one of them disclaims or dies, the authority may be exercised by the continuing trustees, unless from the terms of the instrument of trust it is apparent that the authority is to be exercised by a number in excess of the number of the remaining trustees.

Suspension of trustee's power by decree.

47 Where a decree has been made in a suit for the execution of a trust, the trustee must not exercise any of his powers except in conformity with such decree, or with the sanction of the court by which the decree has been made, or, where an appeal against the decree is pending, of the Supreme Court.

CHAPTER V.

Of the Disabilities of Trustees.

Trustee cannot renounce after acceptance.

48 A trustee who has accepted the trust cannot afterwards renounce it, except—

- (a) With the permission of the court; or
- (b) If the beneficiary is competent to contract, with his consent; or
- (c) By virtue of a special power in the instrument of trust.

Trustee cannot delegate.

49 A trustee cannot delegate his office or any of his duties either to a co-trustee or to a stranger, unless—

- (a) The instrument of trust so provides ; or
- (b) The delegation is in the regular course of business ; or
- (c) The delegation is necessary ; or
- (d) The beneficiary, being competent to contract, consents to the delegation ; or
- (e) The court so directs.

Explanation.—The appointment of an attorney or agent or proxy to do an act merely ministerial and involving no independent discretion is not a delegation within the meaning of this section.

Illustrations.

- (a) A bequeaths certain property to B and C on certain trusts to be executed by them or the survivor of them or the assigns of such survivor. B dies. C may bequeath the trust property to D and E upon the trusts of A's will.
- (b) A is a trustee of certain property with power to sell the same. A may employ an auctioneer to effect the sale.
- (c) A bequeaths to B fifty houses let at monthly rents in trust to collect the rents and pay them to C. B may employ a proper person to collect these rents.

Co-trustees cannot act singly.

50 When there are more trustees than one, all must join in the execution of the trust, except where the instrument of trust otherwise provides, or except when on good cause shown the court otherwise directs.

Control of discretionary power.

51 Where a discretionary power conferred on a trustee is not exercised reasonably and in good faith, such power may be controlled by the court.

Trustee may not charge for services.

52 In the absence of express directions to the contrary contained in the instrument of trust, or of a contract to the contrary entered into with the beneficiary, an order of court, or express statutory provision in that behalf, a trustee has no right to remuneration for his trouble, skill, and loss of time in executing the trust.

Nothing in this section shall be deemed to prejudice the right of any resident trustee actually managing the daily administration of any religious foundation, in respect of which the remuneration of the trustee shall not have been settled under section 108, to such remuneration as has been in practice received.

Provided that such remuneration shall in no case exceed ten per centum of the gross income of the foundation.

Trustee may not use trust property for his own profit.

53 A trustee may not use or deal with the trust property for his own profit or for any other purpose unconnected with the trust.

Trustee for sale or his agent may not buy.

54 No trustee whose duty it is to sell trust property, and no agent employed by such trustee for the purpose of the sale may, directly or indirectly, buy the same or any interest therein on his own account or as agent for a third person.

Trustee may not buy beneficiary's interest without permission.

55 No trustee, and no person who has recently ceased to be a trustee, may, without the permission of the court, buy or become mortgagee or lessee of the trust property or any part thereof ; and such permission shall not be given unless the proposed purchase, mortgage, or lease is manifestly for the advantage of the beneficiary.

Trustee for purchase.

And no trustee whose duty it is to buy or to obtain a mortgage or lease of particular property for the beneficiary may buy it or any part thereof, or obtain a mortgage or lease of it or any part thereof for himself.

Co-trustees may not lend to one of themselves.

56 A trustee or co-trustee whose duty it is to invest trust money on mortgage or personal security must not invest it on a mortgage by, or on the personal security of, himself or one of his co-trustees.

CHAPTER VI.

Of the Rights and Liabilities of the Beneficiary.

Right to rents and profits.

57 The beneficiary has, subject to the provisions of the instrument of trust, a right to the rents and profits of the trust property.

Right to specific execution.

58 The beneficiary is entitled to have the intention of the author of the trust specifically executed to the extent of the beneficiary's interest.

Right to transfer of possession.

And, where there is only one beneficiary and he is competent to contract, or where there are several beneficiaries and they are competent to contract, and all of one mind, he or they may require the trustee to transfer the trust property to him or them, or to such person as he or they may direct.

Illustrations.

- (a) Certain Government securities are given to trustees upon trust to accumulate the interest until A attains majority, and then to transfer the gross amount to him. A on attaining majority may, as the person exclusively interested in the trust property, require the trustees to transfer it immediately to him.
- (b) A bequeaths Rs. 10,000 to trustees upon trust to purchase an annuity for B, who has attained his majority and is otherwise competent to contract. B may claim the Rs. 10,000.
- (c) A transfers certain property to B and directs him to sell or invest it for the benefit of C, who is competent to contract. C may elect to take the property in its original character.

Right to inspect and take copies of instrument of trust, accounts, &c.

59 The beneficiary has a right, as against the trustee and all persons claiming under him with notice of the trust, to inspect and take copies of the instrument of trust, the documents of title relating solely to the trust property, the accounts of the trust property and the vouchers (if any) by which they are supported, and the cases submitted and opinions taken by the trustee for his guidance in the discharge of his duty.

Right to transfer beneficial interest.

60 The beneficiary, if competent to contract, may transfer his interest, but subject to the law for the time being in force as to the circumstances and extent in and to which he may dispose of such interest.

Right to sue for execution of trust.

61 When no trustees are appointed, or all the trustees die, disclaim, or are discharged, or where for any other reason the execution of a trust by the trustee is or becomes impracticable, the beneficiary may institute a suit for the execution of the trust, and the trust shall, so far as may be possible, be executed by the court until the appointment of a trustee or new trustee, or until the execution of the trust becomes practicable.

Right to proper trustees.

62 Subject to the provisions of the instrument of trust, the beneficiary has a right to require that the trust property shall be properly protected and held and administered by proper persons and by a proper number of such persons.

Explanation 1.—The following are not proper persons within the meaning of this section:—An alien enemy; a person having an interest inconsistent with that of the beneficiary; a person in insolvent circumstances; a minor.

Explanation 2.—When the administration of the trust involves the receipt and custody of money, the number of trustees should be two at least.

Illustrations.

- (a) A, one of several beneficiaries, proves that B, the trustee, has improperly disposed of part of the trust property, or that the property is in danger from B's being in insolvent circumstances, or that he is incapacitated from acting as trustee. A may obtain a receiver of the trust property.
- (b) A bequeaths certain jewels to B in trust for C. B dies during A's lifetime; then A dies. C is entitled to have the property conveyed to a trustee for him.
- (c) A conveys certain property to four trustees in trust for B. Three of the trustees die. B may institute a suit to have three new trustees appointed in the place of the deceased trustees.
- (d) A conveys certain property to three trustees in trust for B. All the trustees disclaim. B may institute a suit to have three trustees appointed in place of the trustees so disclaiming.
- (e) A, a trustee for B, refuses to act, or is declared an insolvent, or compounds with his creditors, or suffers a co-trustee to commit a breach of trust. B may institute a suit to have A removed and a new trustee appointed in his room.

Right to compel to any act of duty.

63 The beneficiary has a right to require that his trustee shall be compelled to perform any particular act of his duty as such, and restrained from committing any contemplated or probable breach of trust.

Illustrations.

- (a) A contracts with B to pay him monthly Rs. 100 for the benefit of C. B writes and signs a letter declaring that he will hold in trust for C the money so to be paid. A fails to pay the money in accordance with his contract. C may compel B on a proper indemnity to allow C to sue on the contract in B's name.
- (b) A is trustee of certain land, with a power to sell the same and pay the proceeds to B and C equally. A is about to make an improvident sale of the land. B may sue on behalf of himself and C for an injunction to restrain A from making the sale.

Wrongful purchase by trustee.

64 Where a trustee has wrongfully bought trust property, the beneficiary has a right to have the property declared subject to the trust, or re-transferred by the trustee if it remains in his hands unsold, or, if it has been bought from him by any person with notice of the trust, by such person. But in such case the beneficiary must repay the purchase money paid by the trustee, with interest and such other expenses (if any) as he has properly incurred in the preservation of the property; and the trustee or purchaser must (a) account for the nett profits of the property, (b) be charged with an occupation rent if he has been in actual possession of the property, and (c) allow the beneficiary to deduct a proportionate part of the purchase money if the property has been deteriorated by the acts or omissions of the trustee or purchaser.

Nothing in this section—

- (a) Impairs the rights of lessees and others who, before the institution of a suit to have the property declared subject to the trust or re-transferred, have contracted in good faith with the trustee or purchaser; or
- (b) Entitles the beneficiary to have the property declared subject to the trustee or re-transferred where he, being competent to contract, has himself, without duress or undue influence having been brought to bear on him, ratified the sale to the trustee with full knowledge of the facts of the case and of his rights as against the trustee.

Following trust property into the hands of third persons;

into that into which it has been converted.

65 Where trust property comes into the hands of a third person inconsistently with the trust, the beneficiary may institute a suit for a declaration that the property is comprised in the trust.

Where the trustee has disposed of trust property, and the money or other property which he has received therefor can be traced in his hands or the hands of his legal representative or legatee, the beneficiary has, in respect thereof, rights as nearly as may be the same as his rights in respect of the original trust property.

Illustrations.

- (a) A, a trustee for B of Rs. 10,000, wrongfully invests the Rs. 10,000 in the purchase of certain land. B is entitled to the land.
- (b) A, a trustee, wrongfully purchases land in his own name, partly with his own money, partly with money subject to a trust for B. B is entitled to a charge on the land for the amount of the trust money so misemployed.

Saving of rights of certain transferees.

66 Nothing in section 65 entitles the beneficiary to any right in respect of property in the hands of—

- (a) A transferee in good faith for consideration without having notice of the trust, either when the purchase money was paid, or when the conveyance was executed; or
- (b) A transferee for consideration from such a transferee.

A judgment-creditor of the trustee attaching and purchasing trust property is not a transferee for consideration within the meaning of this section.

Nothing in section 65 applies to money or currency notes in the hands of a *bona fide* holder to whom they have passed in circulation, or to negotiable instruments in the hands of a *bona fide* holder for value, or shall be deemed to affect sections 21 and 22 of "The Sale of Goods Ordinance, 1896," or the rights of any holder in good faith for consideration of any document of title which by law passes the ownership of goods to which it relates by endorsement or delivery, or the liability of a person to whom a debt or charge is transferred, or the right of a person who holds property under a title declared indefeasible by statute or of his successor in title.

Acquisition by trustee of trust property wrongfully converted.

67 Where a trustee wrongfully sells or otherwise transfers trust property and afterwards himself becomes the owner of the property, the property again becomes subject to the trust, notwithstanding any want of notice on the part of intervening transferees in good faith for consideration.

Right in case of blended property.

68 Where the trustee wrongfully mingles the trust property with his own, the beneficiary is entitled to a charge on the whole fund for the amount due to him.

Wrongful employment by partner trustee of trust property for partnership purposes.

69 If a partner, being a trustee, wrongfully employs trust property in the business or on the account of the partnership, no other partner is liable therefor in his personal capacity to the beneficiaries unless he had notice of the breach of trust. The partners having such notice are jointly and severally liable for the breach of trust.

Illustrations.

(a) A and B are partners. A dies, having bequeathed all his property to B in trust for Z, and appointed B his sole executor. B, instead of winding up the affairs of the partnership, retains all the assets in the business. Z may compel him, as partner, to account for so much of the profits as are derived from A's share of the capital. B is also answerable to Z for the improper employment of A's assets.

(b) A, a trader, bequeaths his property to B in trust for C, appoints B his sole executor, and dies. B enters into partnership with X and Y in the same trade, and employs A's assets in the partnership business. B gives an indemnity to X and Y against the claims of C. Here X and Y are jointly liable with B to C as having knowingly become parties to the breach of trust committed by B.

Liability of beneficiary joining in breach of trust.

70 Where one of several beneficiaries being competent to contract—

- (a) Joins in committing a breach of trust ; or
- (b) Knowingly obtains any advantage therefrom without the consent of the other beneficiaries ; or
- (c) Becomes aware of a breach of trust committed or intended to be committed, and either actually conceals it, or does not within a reasonable time take proper steps to protect the interests of the other beneficiaries ; or
- (d) Has deceived the trustee and thereby induced him to commit a breach of trust,

the other beneficiaries are entitled to have all his beneficial interest impounded as against him and all who claim under him (otherwise than as transferees for consideration without notice of the breach) until the loss caused by the breach has been compensated.

Rights and liabilities of beneficiary's transferee.

71 Every person to whom a beneficiary transfers his interests has the rights, and is subject to the liabilities, of the beneficiary in respect of such interest at the date of the transfer.

CHAPTER VII.

Of vacating the Office of Trustee.

Office how vacated.

72 The office of a trustee is vacated by his death or by his discharge from his office.

Discharge of trustee.

73 A trustee may be discharged from his office only as follows :

- (a) By the extinction of the trust ;
- (b) By the completion of his duties under the trust ;
- (c) By such means as may be prescribed by the instrument of trust or by any scheme under this Ordinance ;

- (d) By appointment under this Ordinance of a new trustee in his place ;
- (e) By consent of himself and the beneficiary, or, where there are more beneficiaries than one, by the consent of all the beneficiaries being competent to contract ; or
- (f) By the court.

Petition to be discharged from trust.

74 Notwithstanding the provisions of section 71, every trustee may apply by petition to the court to be discharged from his office ; and, if the court finds that there is sufficient reason for such discharge, it may discharge him accordingly, and direct his costs to be paid out of the trust property. But where there is no such reason, the court shall not discharge him, unless a proper person can be found to take his place.

Appointment of new trustees on death, &c.

75 Whenever any person appointed a trustee disclaims, or any trustee, either original or substituted, dies, or is absent from Ceylon for such a continuous period and under such circumstances that, in the opinion of the court, it is desirable, in the interests of the trust, that his office should be declared vacant, or is declared an insolvent, or desires to be discharged from the trust, or refuses or is or becomes, in the opinion of the court, unfit or personally incapable to act in the trust, or accepts an inconsistent trust, a new trustee may be appointed in his place by—

- (a) The person nominated for that purpose by the instrument of trust (if any) ; or
- (b) If there be no such person, or no such person able and willing to act, the author of the trust if he be alive and competent to contract, or the surviving or continuing trustees or trustee for the time being, or legal representative of the last surviving and continuing trustee, or (with the consent of the court) the retiring trustees, if they all retire simultaneously or (with the like consent) the last retiring trustee.

Every such appointment shall be by writing under the hand of the person making it, and shall be notarially executed.

Every instrument by which any such appointment is made, in so far as it affects immovable property, shall contain the particulars required by section 23 of "The Land Registration Ordinance, 1891," and shall be deemed to be a deed of transfer within the meaning of section 16 of the said Ordinance.

Provided that no deed of appointment of a trustee of any charitable trust shall be deemed to be invalidated by reason of the fact that it does not contain the said particulars, or shall be liable to be defeated by the registration of any subsequent deed, order, or other instrument under section 17 of the said Ordinance.

On an appointment of a new trustee, the number of trustees may be increased.

The provisions of this section relative to a trustee who is dead include the case of a person nominated trustee in a will but dying before the testator, and those relative to a continuing trustee include a refusing or retiring trustee if willing to act in the execution of the power.

Appointment by court.

76 Whenever any such vacancy or disqualification occurs, and it is found not reasonably practicable to appoint a new trustee under section 75, or where for any other reason the due execution of the trust is or becomes impracticable, the beneficiary may, without instituting a suit, apply by petition to the court for the appointment of a trustee or a new trustee, and the court may appoint a trustee or a new trustee accordingly.

Rules for selecting new trustees.

In appointing new trustees, the court shall have regard—

- (a) To the wishes of the author of the trust as expressed in or to be inferred from the instrument of trust ;
- (b) To the wishes of the person, if any, empowered to appoint new trustees ;
- (c) To the question whether the appointment will promote or impede the execution of the trust ; and
- (d) Where there are more beneficiaries than one, to the interests of all such beneficiaries.

Every order of appointment made under this section shall, in so far as it affects immovable property, contain the particulars required by section 23 of "The Land Registration Ordinance, 1891," and section 21 of the said Ordinance shall apply to every such order in the same manner as if it were a deed.

Provided that no order of appointment of a trustee of any charitable trust under this section shall be deemed to be invalidated by reason of the fact that it does not contain the said particulars, or shall be liable to be defeated by the registration of any subsequent deed, order, or other instrument under section 17 of the said Ordinance.

Vesting of trust property in new trustees.

77 Whenever any new trustee is appointed under section 75 or section 76, or under or in pursuance of any other provision of this Ordinance, all the trust property for the time being vested in the surviving or continuing trustees or trustee, or in the legal representatives of any trustee, and all the rights of suit in relation thereto of the trustee in whose place the appointment is made, shall become vested in such new trustee, either solely or jointly with the surviving or continuing trustees or trustee, as the case may require.

Powers of new trustees.

Every new trustee so appointed, and every trustee appointed by a court either before or after the passing of this Ordinance, shall have the same powers, authorities, and discretions, and shall in all respects act as if he had been originally nominated a trustee by the author of the trust.

Where any trust property comprises any stocks or any shares or securities transferable in any book kept by any company or society, or any shares in any ship registered under the law relating to merchant shipping, an instrument or order of appointment shall not take effect so far as it relates thereto, unless and until notice in writing of the appointment under such instrument or order shall have been given by or on behalf of the new trustee so appointed to the person or authority in charge of the register or book in which such stocks, shares, or securities, as the case may be, are entered, and upon such notice in writing being given, and on reasonable proof being furnished that such stocks, shares, or securities form part of the said trust property, the new trustee shall be entitled to a transfer into his name of any such stocks, shares, or securities, and to the receipt of all dividends, interest, or other sums due, or to become due, in respect of any such stocks, shares, or securities.

Survival of trust.

78 On the death or discharge of one of several co-trustees the trust survives, and the trust property passes to the others, unless the instrument of trust expressly declares otherwise.

CHAPTER VIII.

Of the Extinction of Trusts.

Trust how extinguished.

79 A trust is extinguished—

- (a) When its purpose is completely fulfilled ; or
- (b) When its purpose becomes unlawful ; or
- (c) Subject to the powers of the court under chapter X. and to section 110 (4), when the fulfilment of its purpose becomes impossible by destruction of the trust property or otherwise ; or
- (d) When the trust, being revocable, is expressly revoked.

Revocation of trust.

80 A trust created by will may be revoked at the pleasure of the testator.

A trust otherwise created can be revoked only—

- (a) Where all the beneficiaries are competent to contract, by their consent ;
- (b) Where the trust has been declared by a non-testamentary instrument or by word of mouth, in exercise of a power of revocation expressly reserved to the author of the trust ; or
- (c) Where the trust is for the payment of the debts of the author of the trust, and has not been communicated to the creditors, at the pleasure of the author of the trust.

Illustration.

A conveys property to B in trust to sell the same and pay out of the proceeds the claims of A's creditors. A reserves no power of revocation. If no communication has been made to the creditors, A may revoke the trust. But if the creditors are parties to the arrangement, the trust cannot be revoked without their consent.

Revocation not to defeat what trustees have duly done.

81 No trust can be revoked by the author of the trust so as to defeat or prejudice what the trustees may have duly done in execution of the trust.

CHAPTER IX.

Constructive Trusts.

Where obligation in nature of trust is created.

82 An obligation in the nature of a trust (hereinafter referred to as a "constructive trust") is created in the following cases.

Where it does not appear that transferor intended to dispose of beneficial interest.

83 Where the owner of property transfers or bequeaths it, and it cannot reasonably be inferred consistently with the attendant circumstances that he intended to dispose of the beneficial interest therein, the transferee or legatee must hold such property for the benefit of the owner or his legal representative.

Illustrations.

(a) A conveys land to B without consideration and declares no trust of any part. It cannot, consistently with the circumstances under which the transfer is made, reasonably be inferred that A intended to transfer the beneficial interest in the land. B holds the land for the benefit of A.

(b) A transfers certain stock belonging to him into the joint names of himself and B. It cannot, consistently with the circumstances under which the transfer is made, reasonably be inferred that A intended to transfer the beneficial interest in the stock during his life. A and B hold the stock for the benefit of A during his life.

(c) A makes a gift of certain land to his wife B. She takes the beneficial interest in the land free from any trust in favour of A, for it may reasonably be inferred from the circumstances that the gift was for B's benefit.

Transfer to one for consideration paid by another.

84 Where property is transferred to one person for a consideration paid or provided by another person, and it appears that such other person did not intend to pay or provide such consideration for the benefit of the transferee, the transferee must hold the property for the benefit of the person paying or providing the consideration.

Trust incapable of execution or executed without exhausting trust property.

85 Where a trust is incapable of being executed, or where the trust is completely executed without exhausting the trust property, the trustee, in the absence of a direction to the contrary, must hold the trust property, or so much thereof as is unexhausted, for the benefit of the author of the trust or his legal representative.

Illustrations.

(a) A conveys certain land to B—

"Upon trust," and no trust is declared; or

"Upon trust to be thereafter declared," and no such declaration is ever made; or

Upon trusts that are too vague to be executed; or

Upon trusts that become incapable of taking effect; or

"In trust for C," and C renounces his interest under the trust.

In each of these cases B holds the land for the benefit of A.

(b) A transfers Rs. 10,000 in the four per cents. to B, in trust to pay the interest annually accruing due to C for her life. A dies. Then C dies. B holds the fund for the benefit of A's legal representatives.

(c) A conveys land to B upon trust to sell it and apply one moiety of the proceeds for certain charitable purposes, and the other for the maintenance of a particular form of worship. B sells the land, but the charitable purposes wholly fail, and the maintenance of the worship does not exhaust the second moiety of the proceeds. B holds the first moiety and the part unapplied of the second moiety for the benefit of A or his legal representative.

(d) A bequeaths Rs. 10,000 to B, to be laid out in buying land to be conveyed for purposes which either wholly or partially fail to take effect. B holds for the benefit of A's legal representative the undisposed of interest in the money or land if purchased.

Transfer for
illegal purpose.

86 Where the owner of property transfers it to another or an illegal purpose, and such purpose is not carried out into execution, or the transferor is not as guilty as the transferee, or the effect of permitting the transferee to retain the property might be to defeat the provisions of any law, the transferee must hold the property for the benefit of the transferor.

Bequest for
illegal purpose.

87 Where a testator bequeaths certain property upon trust, and the purpose of the trust appears on the face of the will to be unlawful, or during the testator's lifetime the legatee agrees with him to apply the property for an unlawful purpose, the legatee must hold the property for the benefit of the testator's legal representative.

Bequest of which
revocation is
prevented by
duress.

Where property is bequeathed and the revocation of the bequest is prevented by duress, the legatee must hold the property for the benefit of the testator's legal representative.

Transfer
pursuant to
rescindable
contract.

88 Where property is transferred in pursuance of a contract which is liable to rescission or induced by fraud or mistake, the transferee must, on receiving notice to that effect, hold the property for the benefit of the transferor, subject to repayment by the latter of the consideration actually paid, and subject to any compensation or other relief to which the transferee may be by law entitled.

Debtor becoming
creditor's
representative.

89 Where a debtor becomes the executor or other legal representative of his creditor, he must hold the debt for the benefit of the persons interested therein.

Advantage
gained by
fiduciary.

90 Where a trustee, executor, partner, agent, director of a company, legal adviser, or other person bound in a fiduciary character to protect the interests of another person, by availing himself of his character, gains for himself any pecuniary advantage, or where any person so bound enters into any dealings under circumstances in which his own interests are, or may be, adverse to those of such other person and thereby gains for himself a pecuniary advantage, he must hold for the benefit of such other person the advantage so gained.

Illustrations.

- (a) A, an executor, buys at an under-value from B, a legatee, his claim under the will. B is ignorant of the value of the bequest. A must hold for the benefit of B the difference between the price and value.
- (b) A, a trustee, retires from his trust in consideration of his successor paying him a sum of money. A holds such money for the benefit of his beneficiary.
- (c) A, a partner, buys land in his own name with funds belonging to the partnership. A holds such land for the benefit of the partnership.
- (d) A, a partner, employed on behalf of himself and his co-partners in negotiating the terms of a lease, clandestinely stipulates with the lessor for payment to himself of a lakh of rupees. A holds the lakh for the benefit of the partnership.
- (e) A and B are partners. A dies. B, instead of winding up the affairs of the partnership, retains all the assets in the business. B must account to A's legal representative for the profits arising from A's share of the capital.
- (f) A, an agent employed to obtain a lease for B, obtains the lease for himself. A holds the lease for the benefit of B.
- (g) A, a guardian, buys up for himself incumbrances on his ward B's estate at an under-value. A holds for the benefit of B the incumbrances so bought, and can only charge him with what he has actually paid.

Advantage
gained by
exercise of
undue influence.

91 Where, by the exercise of undue influence, any advantage is gained in derogation of the interests of another, the person gaining such advantage without consideration, or with notice that such influence has been exercised, must hold the advantage for the benefit of the person whose interests have been so prejudiced.

Advantage
gained by
qualified
owner.

92 Where a co-owner, mortgagee, or other person with a qualified interest in any property, by availing himself of his position as such, gains an advantage in derogation of the rights of the other persons interested in the property, or where any such person, as representing all persons interested in such property, gains any advantage, he must hold, for the benefit

of all persons so interested, the advantage so gained, but subject to repayment by such persons of their due share of the expenses properly incurred, and to an indemnity by the same persons against liabilities properly contracted, in gaining such advantage.

Illustration.

A mortgages land to B, who enters into possession. B allows taxes due on the land to fall into arrear with a view to the land being put up for sale and his becoming himself the purchaser of it. The land is accordingly sold to B. Subject to the repayment of the amount due on the mortgage and of his expenses properly incurred as mortgagee, B holds the land for the benefit of A.

Property acquired with notice of existing contract.

93 Where a person acquires property with notice that another person has entered into an existing contract affecting that property, of which specific performance could be enforced, the former must hold the property for the benefit of the latter to the extent necessary to give effect to the contract. Provided that in the case of a contract affecting immovable property, such contract shall have been duly registered before such acquisition.

Purchase by person contracting to buy property to be held on trust.

94 Where a person contracts to buy property to be held on trust for certain beneficiaries and buys the property accordingly, he must hold the property for their benefit to the extent necessary to give effect to the contract.

Advantage secretly gained by one of several compounding creditors.

95 Where creditors compound the debts due to them, and one of such creditors, by a secret arrangement with the debtor, gains an undue advantage over his co-creditors, he must hold for the benefit of such creditors the advantage so gained.

Constructive trusts in cases not expressly provided for.

96 In any case not coming within the scope of any of the preceding sections where there is no trust, but the person having possession of property has not the whole beneficial interest therein, he must hold the property for the benefit of the persons having such interest, or the residue thereof (as the case may be), to the extent necessary to satisfy their just demands.

Illustrations.

- (a) A, an executor, distributes the assets of his testator B to the legatees without having paid the whole of B's debts. The legatees hold for the benefit of B's creditors, to the extent necessary to satisfy their just demands, the assets so distributed.
- (b) A by mistake assumes the character of a trustee for B, and under colour of the trust receives certain money. B may compel him to account for such moneys.
- (c) A makes a gift of a lakh of rupees to B, reserving to himself, with B's assent, power to revoke at pleasure the gift as to Rs. 10,000. The gift is revoked by A as to Rs. 10,000, and B thereupon holds that sum for the benefit of A.

Obligor's duties, liabilities, and disabilities.

97 The person holding property in accordance with any of the preceding sections of this chapter must, so far as may be, perform the same duties, and, save as in this Ordinance otherwise provided, is subject, so far as may be, to the same liabilities and disabilities, as if he were a trustee of the property for the person for whose benefit he holds it.

Provided that (a) where he rightfully cultivates the property or employs it in trade or business, he is entitled to reasonable remuneration for his trouble, skill, and loss of time in such cultivation or employment; and (b) where he holds the property by virtue of a contract with a person for whose benefit he holds it, or with any one through whom such person claims, he may, without the permission of the court, buy or become lessee or mortgagee of the property or any part thereof.

Saving rights of bona fide purchasers.

98 Nothing contained in this chapter shall impair the rights of transferees in good faith for valuable consideration, or create an obligation in evasion of any law for the time being in force.

CHAPTER X.

Charitable Trusts.

Special definitions.

99 The expression "charitable trust" includes any trust for the benefit of the public or any section of the public within or without the Colony of any of the following categories :

- (a) For the relief of poverty ; or
- (b) For the advancement of education or knowledge ; or
- (c) For the advancement of religion or the maintenance of religious rites and practices ; or
- (d) For any other purposes beneficial or of interest to mankind not falling within the preceding categories.

The expression "adaptation" with reference to a trust means adaptation of the trust in such a manner as to carry out the wishes of the author of the trust as nearly as practicable, according to the doctrine of *cy-près*, where it is not possible to carry out those wishes in the exact manner prescribed by the instrument of trust.

The expression "settlement of a scheme" includes variation of a scheme previously settled.

The expression "place of religious resort" includes the establishments commonly known as "madams" or "chattrams."

General powers of the court.

100 The court shall have the same power for the establishment, regulation, protection, and adaptation of all "charitable trusts" (as defined by this Ordinance) as are exercised for the time being with reference to "charitable trusts" within the meaning of English law by the High Court of Justice in England.

Actions for carrying into effect trusts for public charity.

101 In case of any alleged breach of any express or constructive charitable trust, or whenever the direction of the court is deemed necessary for the administration of any such trust, the Attorney-General acting *ex officio*, or two or more persons having an interest in the trust, and having obtained the consent in writing of the Attorney-General, may institute an action in the court within the local limits of whose civil jurisdiction the whole or any part of the subject-matter of the trust is held or situate to obtain a decree—

- (a) Removing any trustees or trustee of the charity and, if necessary, appointing new trustees thereof ;
- (b) Directing accounts and inquiries ;
- (c) Declaring what proportion of the trust property or of the interest therein shall be allocated to any particular object of the trust ;
- (d) Authorizing the whole or any part of the trust property to be let, sold, mortgaged, or exchanged ;
- (e) Settling a scheme for the management of the trust ;
- (f) Granting such further or other relief as the nature of the case may require.

Nothing contained in this or the next succeeding section shall be deemed to preclude the trustee or author of any charitable trust from applying to the court by action or otherwise for such direction or relief as he may be entitled to obtain under the general provisions of this Ordinance, or for the purpose of invoking the assistance of the court for the better securing of the objects of the trust, or for regulating its administration or the succession to the trusteeship, and upon any such application the court may make such order as it may deem equitable.

For the purpose of any proceeding under this section with respect to any religious trust, regard shall be had to the statutory or other powers belonging to, or customarily exercised by, the authorities of any religious body or society concerned in the administration of the trust.

This section shall not apply to trusts governed by the next succeeding section.

Suits by persons interested in religious trusts.

102 (1) Subject to the conditions of sub-section (3) hereof, any five persons interested in any place of worship, or in any religious establishment or place of religious resort, or in the performance of the worship or of the service thereof, or in the trusts, express or constructive, relating thereto, may, without

joining as plaintiff any of the other persons interested, institute an action in the court within the local limits of whose civil jurisdiction any such place or establishment is situate, or if such place is situate outside the Colony, and the action is instituted with respect to immovable property situate within the Colony, in the court having local jurisdiction, to obtain a decree—

- (a) Settling a scheme for the management of the trusts thereof ;
- (b) Vesting any property in the trustees ;
- (c) Enumerating the properties comprised in the trust, or declaring that any property is trust property comprised in the trust ;
- (d) Directing accounts and inquiries ;
- (e) Declaring what proportion of the trust property or of any interest therein shall be allocated to any particular object of the trust ;
- (f) Declaring any trustee, manager, or superintendent of such place or establishment, or member of any committee of management, guilty of any misfeasance, breach of trust, or neglect of duty ;
- (g) Awarding damages and costs against any such trustee, manager, superintendent, or member of a committee in respect of any such misfeasance, breach of trust, or neglect of duty ;
- (h) Directing the removal of any trustee, manager, superintendent, or member of a committee, and, if necessary, directing the appointment of any new trustee, manager, superintendent, or member of a committee ;
- (i) Directing the specific performance of any act by any trustee, manager, superintendent, or member of a committee ;
- (j) Granting such further or other relief as the nature of the case may require.

(2) The interest required in order to entitle a person to sue under this section need not be a pecuniary or immediate interest, or such an interest as would entitle the person suing to take any part in the management or superintendence of the trust. Any person who is connected with the trust as donor or by family or hereditary interests, or who for a period of not less than twelve months has been in the habit of attending at the performance of the worship or services of, or connected with, the place or establishment in question, or of contributing to the general or any special expenses incidental to such worship or services, or of partaking in the benefit of any distribution of alms thereat, or in connection therewith, or of otherwise enjoying the benefit of the trust, shall be deemed to be a person interested within the meaning of this section.

(3) No action shall be entertained under this section unless the plaintiffs shall have previously presented a petition to the Government Agent or Assistant Government Agent of the Province or district in which such place or establishment is situate praying for the appointment of a commissioner or commissioners to inquire into the subject-matter of the plaint, and unless the Government Agent or the Assistant Government Agent shall have certified that an inquiry has been held in pursuance of the said petition, and that the commissioner or commissioners (or a majority of them) has reported—

- (a) That the subject-matter of the plaint is one that calls for the consideration of the court ; and
- (b) Either that it has not proved possible to bring about an amicable settlement of the questions involved, or that the assistance of the court is required for the purpose of giving effect to any amicable settlement that has been arrived at.

(4) It shall be the duty of the Government Agent or Assistant Government Agent, in any case in which he shall have good reason to believe that the persons presenting such petition or any five of them are persons interested within the meaning of sub-section (2) of this section, for which purpose he may require to be satisfied by affidavit or otherwise, to appoint for the purposes of the inquiry a commissioner or

commissioners whom he may consider to be a person or persons of acknowledged standing and repute in the general or local religious community concerned.

Provided that the Government Agent or Assistant Government Agent may appoint himself as the commissioner or as one of the commissioners.

Provided further, that the Government Agent or Assistant Government Agent may require the petitioners to deposit with him an amount sufficient to cover the reasonable expenses of the commissioner or commissioners in respect of travelling expenses and subsistence incidental to the inquiry prayed for, and any such costs certified by the Government Agent or Assistant Government Agent to have been properly incurred for the purposes of the inquiry and to have been duly paid shall be deemed to be costs in the action.

(5) It shall be the duty of any commissioner or commissioners appointed for the purpose of any such inquiry to render a report in terms of sub-section (3) hereof within such time as shall be specified for the purpose by the Government Agent or Assistant Government Agent, or within such further time as he may from time to time authorize.

(6) The report shall be filed in the office of the Government Agent or Assistant Government Agent, and the petitioners and the trustee shall be entitled, on payment of the usual copying charges, to be furnished with a copy thereof.

(7) The court shall not be precluded from amending the plaint so as to include therein any matter arising in the course of the proceedings by the fact that such matter was not included in the petition to the Government Agent or Assistant Government Agent, if it shall be of opinion that in all the circumstances of the case such matter may be equitably included in the action.

(8) This section shall not apply to any Christian religious trust.

Power to refer matter for arbitration or inquiry.

103 In any action instituted under the last preceding section, it shall be lawful for the court—

- (a) On the application of the parties, to order any matter in difference therein to be referred for decision to one or more arbitrators ;
- (b) To appoint a committee for the purpose of making an inquiry and reporting to the court with reference to any matter involved in the action or arising in the course thereof, or for the purpose of assisting the court in the exercise of its powers under the last preceding section, or for the settlement or adjustment of any matter involved in the action or arising in the course thereof.

Powers of commissioners, &c.

104 (1) The following persons, that is to say—

- (a) Any commissioner or commissioners appointed under section 102 (4) ;
- (b) Any persons directed to make inquiries under section 102 (1) (c) ;
- (c) Any arbitrator or committee appointed under section 103,

shall, in addition to any other powers necessary for the effective discharge of the duties imposed upon such persons, have the following powers, that is to say—

- (i.) To summon witnesses ;
- (ii.) To administer oaths or affirmations ;
- (iii.) To require the trustee or any witness summoned for the purpose to give all particulars that may be within his knowledge relating to any immovable property which is or ought to be comprised in the trust, the offerings received for the purposes of the trust, the expenses incidental to its administration, and the manner in which it is conducted.

(2) Any person who, without due excuse, the proof of which shall lie on him, shall make default in complying with any summons authorized under this section, or who shall refuse to answer to the best of his ability any question or inquiry

addressed to him under the provisions of this section, shall be guilty of an offence, and shall be liable on summary conviction to a fine not exceeding two hundred rupees.

Power of court
as to accounts.

105 In the exercise of its powers under section 102, without prejudice to its general powers under that section, the court may—

- (a) Order any trustee of any place or establishment therein mentioned to file accounts for a period not exceeding three years prior to the date of the order ;
- (b) Hold or direct an inquiry into the matters complained of or accounts so filed ;
- (c) Surcharge and falsify any item in the accounts ;
- (d) Require the trustee to make good any defalcation, irregular payment, or deficiency ;
- (e) In any case in which it shall be satisfied that owing to the manner in which the trust incidental to such place or establishment has been conducted in the past it is not possible for the trustee to furnish accounts, require as a condition of the continuance of the trustee in his office that he shall deposit for the purposes of the trust a specified amount not exceeding the amount for which, in the opinion of the court after inquiry into all the circumstances of the case, he may be reasonably held to be responsible in respect of the three years prior to the date of the order ;
- (f) Indemnify the trustee on such terms as it may deem equitable in respect of any past neglects, misfeasances, or irregularities ;
- (g) Direct the manner in which all future accounts shall be kept ;
- (h) Authorize in any scheme framed under the said section the devotion of a portion of the income of the trust property to the education of children of the religious community interested in the trust, and, if necessary, the utilization of any immovable property comprised in the trust as a site for the said purpose.

Application of
religious law.

106 In settling any scheme for the management of any trust under section 102, or in determining any question relating to—

- (a) The constitution or existence of any such trust ;
- (b) The devolution of the trusteeship ;
- (c) The administration of the trust ;

the court shall have regard—

- (i.) To the instrument of trust (if any) ;
- (ii.) To the religious law and custom of the community concerned ;
- (iii.) To the local custom or practice with reference to the particular trust concerned ;

and may have regard to any arrangement *de facto* in force for the purpose of the administration of the trust.

De facto trusts.

107 In dealing with any property alleged to be subject to a charitable trust, the court shall not be debarred from exercising any of its powers by the absence of evidence of the formal constitution of the trust, if it shall be of opinion from all the circumstances of the case that a trust in fact exists, or ought to be deemed to exist.

Special powers
of court.

108 In settling any scheme for the management of a charitable trust (without prejudice to its general powers), the court shall have the powers following :

- (a) To provide for the periodical auditing of the accounts of the trust property by auditors appointed by or subject to the approval of the court, or otherwise as the court may deem expedient ;
- (b) To provide for the visitation of the charity ;
- (c) To provide for the settlement of the remuneration of the trustee. Provided that no such remuneration shall in any case exceed ten per centum of the gross income of the trust.

- (d) To devote any surplus income that may be available after the reasonable satisfaction of the objects of the trust to the extension of such objects, or, if the court see fit, to purposes of education.

Exclusion of trusts under the Buddhist Temporalities Ordinance.

109 This chapter of the Ordinance shall not apply to religious trusts regulated by "The Buddhist Temporalities Ordinance, 1905."

CHAPTER XI.

Miscellaneous.

Rule against perpetuities.

110 (1) No trust shall operate to create an interest which is to take effect after the lifetime of one or more persons living at the date of the constitution of the trust, and the minority of some person who shall be in existence at the expiration of that period and to whom, if he attains full age, the interest created is to belong.

(2) If owing to any trust an interest is created for the benefit of a class of persons with regard to some of whom such interest fails by reason of the provisions of this section, such interest fails as regards the whole class.

(3) Where an interest fails by reason of the provisions of this section, any interest created in the same transaction and intended to take effect after or upon failure of such prior interest also fails.

(4) In any case in which any interest intended to be created fails by reason of the provisions of this section, the court shall have power to give effect to the trust in such a manner as to carry out as nearly as practicable the intentions of the author of the trust, subject to the limits imposed by this section, and may make any order necessary for the purpose.

(5) The restrictions of this section shall not apply to charitable trusts as defined by section 99.

Prescription.

111 (1) In the following cases, that is to say—

- (a) In the case of any claim by any beneficiary against a trustee founded upon any fraud or fraudulent breach of trust to which the trustee was party or privy ;
- (b) In the case of any claim to recover trust property, or the proceeds thereof still retained by a trustee, or previously received by the trustee and converted to his use ; and
- (c) In the case of any claim in the interests of any charitable trust, for the recovery of any property comprised in the trust, or for the assertion of title to such property,

the claim shall not be held to be barred or prejudiced by any provision of Ordinance No. 22 of 1871.

(2) Save as aforesaid, all rights and privileges conferred by Ordinance No. 22 of 1871 shall be enjoyed by a trustee in all actions and legal proceedings in the like manner and to the like extent as they would have been enjoyed if the trustee had not been a trustee.

Provided that in the case of any action or other proceeding by a beneficiary to recover money or other property, the period of prescription shall not begin to run against such beneficiary, unless and until the interest of such beneficiary shall be an interest in possession.

(3) No beneficiary as against whom there would be a good defence by virtue of this section shall derive any greater or other benefit from a judgment or order obtained by another beneficiary than he could have obtained if he had brought such action or other proceeding and this section had been pleaded.

(4) Nothing in this section shall preclude the court from giving effect to any application by a trustee for any equitable relief to which he would otherwise be entitled on any ground recognized by the court.

(5) This section shall not apply to constructive trusts, except in so far as such trusts are treated as express trusts by the law of England.

Vesting orders.

112 (1) In any of the following cases, namely :

- (i.) Where it is uncertain in whom the title to any trust property is vested ; or
- (ii.) Where a trustee or any other person in whom the title to trust property is vested has been required in writing to transfer the property by or on behalf of a person entitled to require such transfer, and has wilfully refused or neglected to transfer the property for twenty-eight days after the date of the requirement,

the court may make an order (in this Ordinance called a " vesting order ") vesting the property in any such person in any such manner or to any such extent as the court may direct.

(2) A vesting order under any provision of this Ordinance shall have the same effect as if the trustee or other person in whom the trust property was vested had executed a transfer to the effect intended by the order.

(3) A vesting order under this Ordinance, in so far as it affects immovable property, shall contain the particulars required by section 23 of " The Land Registration Ordinance, 1891," and section 21 of the said Ordinance shall apply to every such order in the same manner as if it were a deed.

Provided that no such order in the case of any charitable trust shall be invalidated by reason of the fact that it does not contain the said particulars, or shall be liable to be defeated by the registration of any subsequent deed, order, or other instrument under section 17 of the said Ordinance.

(4) Where any trust property comprises any stocks or any shares or securities transferable in any book kept by any company or society, or any shares in any ship registered under the law relating to merchant shipping, a vesting order under this section shall not take effect, so far as it relates thereto, unless and until notice of such order in writing shall have been given by or on behalf of the person in whom the property is vested under the order to the person or authority in charge of the register or book in which such stocks, shares, or securities, as the case may be, are entered, and upon such notice in writing being given, and on reasonable proof being furnished that such stocks, shares, or securities form part of the said trust property, the person in whom the property is vested under the order shall be entitled to a transfer into his name of any such stocks, shares, or securities, and to the receipt of all dividends, interest, or other sums due, or to become due, in respect of any such stocks, shares, or securities.

(5) In all cases in which a vesting order can be made under this section the court may, if it is more convenient, appoint a person to transfer the property, and a transfer by that person in conformity with the order shall have the same effect as an order under this section, and every person so appointed for the purposes of all transactions, proceedings, and formalities incidental to the said transfer shall have all the powers and capacities of the trustee or other person in whom the trust property was vested, and shall be deemed to be the duly authorized attorney of such trustee or other person for the purposes aforesaid.

Devolution of trust property.

113 (1) Where, whether before or after the commencement of this Ordinance, it is declared or intended in any instrument of trust that the trustee of the trust shall be a person for the time being holding or acting in any public office, or holding or acting in any office or discharging any duty in any public or private institution, body, corporation, association, or community, or where any property comes into or is in the possession or ownership of any such person in any of the aforesaid capacities upon any constructive trust, the title to the trust property shall devolve from time to time upon the person for the time being holding or acting in any such office, or discharging such duty without any conveyance, vesting order, or other assurance otherwise necessary for vesting the property in such person.

(2) Where, whether before or after the commencement of this Ordinance, in the case of any charitable trust, or in the

case of any trust for the purpose of any public or private association (not being an association for the purpose of gain), a method for the appointment of new trustees is prescribed in the instrument of trust (other than nomination in the manner referred to in paragraph (a) of section 75), or by any rule in force, or in the absence of any such prescribed method is established by custom, then upon any new trustee being appointed in accordance with such prescribed or customary method, and upon the execution of the memorandum referred to in the next succeeding sub-section, the trust property shall become vested without any conveyance, vesting order, or other assurance in such new trustee and the old continuing trustees jointly, or if there are no old continuing trustees, in such new trustee wholly.

(3) Every appointment under the last preceding sub-section shall be made to appear by a memorandum under the hand of the person presiding at the meeting, or other proceeding at which the appointment was made, and attested by two other persons present at the said meeting or proceeding. Every such memorandum shall be notarially executed.

(4) It shall be the duty of the Registrar-General to prepare and maintain special registers of trustees appointed under sub-section (2) of this section, and it shall be the duty of every notary before whom any such memorandum is attested to forward to the prescribed officer for the purpose of such registers all such particulars with reference to such memorandum as may be prescribed by rules made under "The Notaries Ordinance, 1907."

Incorporation
of trustees.

114 The Governor in Executive Council may, in his discretion, by Order in Council, on the application of the trustees of any charitable trust or of any public or private association (not being an association for the purposes of gain), authorize the incorporation of the said trustees, and upon the publication of the said Order the said trustees of the charity or association and their successors for the time being shall be constituted a corporation under such style and subject to such conditions as may be specified in the Order.

Persons may
assign property
in trust to
themselves
and others.

115 Any person shall have power to assign and convey movable and immovable property, now by law assignable, directly to himself and another person, or other persons or corporation, by the like means as he might assign or convey the same to another. And no transfer or assignment of movable or immovable property heretofore made or executed by a person to himself and another person or persons or corporation shall be deemed to be in any manner invalid by reason of its being a transfer or assignment by a person to himself and another person or persons or corporation. Provided that nothing in this section contained shall give any validity to any assignment or conveyance which would have been heretofore by any law or custom invalid by any other reason than by reason of its being an assignment or conveyance by a person to himself and any other person or persons or corporation.

Procedure.

116 (1) All actions and other proceedings under this Ordinance shall be governed by the enactments and rules relating to civil procedure for the time being in force.

(2) The Judges of the Supreme Court may make rules regulating the procedure to be observed in all proceedings under this Ordinance in respect of all matters for which no provision is made by such enactments and rules, and pending the making of such rules, such procedure shall be followed as shall be directed by the court.

(3) All petitions presented in any court in any proceeding under this Ordinance shall bear a stamp of ten rupees.

Costs.

117 If the court shall be of opinion, at the termination of any suit instituted with reference to any trust, that the suit has been for the benefit of the trust, and that no party to the suit ought to be made responsible for the whole of the costs, the court may order the costs or such portion as it may consider just to be paid out of the trust property.

Application of English law. 118 All matters with reference to any trust, or with reference to any obligation in the nature of a trust arising or resulting by the implication or construction of law, for which no specific provision is made in this or any other Ordinance, shall be determined by the principles of equity for the time being in force in the High Court of Justice in England.

SCHEDULE.

Ordinances.	Extent of Repeal.
The Property and Trustees Ordinance, 1871 (No. 7 of 1871)	The whole Ordinance.
The Entail and Settlement Ordinance, 1876	In so far as the same relates to trusts.
The Civil Procedure Code	Section 639.
The Property and Trustees (Amendment) Ordinance, No. 9 of 1915	The whole Ordinance.

Passed in Council the Nineteenth day of March, One thousand Nine hundred and Seventeen.

A. G. CLAYTON,
Clerk to the Council.

Assented to by His Excellency the Governor the Twenty-fourth day of April, One thousand Nine hundred and Seventeen.

R. E. STUBBS,
Colonial Secretary.

DRAFT ORDINANCES.

MINUTE.

The following Draft of a proposed Ordinance is published for general information:—

An Ordinance to make such provisions as are necessary to enable the Anglo-Portuguese Commercial Treaty to come into force in this Island.

Preamble.

WHEREAS His Majesty the King and the President of the Portuguese Republic have concluded the treaty of commerce and navigation set out in the schedule to this Ordinance, and by the final protocol appended to the treaty it was provided that the treaty shall not come into force until the sanction of Parliament to article 6 thereof had been obtained:

And whereas the sanction of Parliament was obtained, and the provisions necessary to enable the treaty to come into force were made by the Anglo-Portuguese Commercial Treaty Act, 1914:

And whereas it is expedient that the treaty should come into force within this Colony:

Be it therefore enacted by the Governor of Ceylon, by and with the advice and consent of the Legislative Council thereof, as follows:

Short title.

1 This Ordinance may be cited as "The Anglo-Portuguese Commercial Treaty Ordinance, No. of 1917," and shall come into operation at such date as the Governor shall by Proclamation appoint.

Meaning of
"port" and
"madeira" as
applied to wine.

2 The description "port" or "madeira" applied to any wine or other liquor, other than wine the produce of Portugal and the island of Madeira respectively, shall be deemed to be a false trade description within the meaning of "The Merchandise Marks Ordinance, 1888," and that Ordinance shall have effect accordingly.

Provided that it shall be a good defence to any proceedings under that Ordinance in respect of such a description as aforesaid if it is proved—

- (a) That the wine or other liquor to which the description is applied is intended solely for exportation from the Island; or
- (b) In the case of any wine or other liquor sold or exported for or kept in possession for sale within twelve months after the passing of this Ordinance, that the description applied thereto was lawfully so applied before the passing of this Ordinance.

SCHEDULE.

Text of Treaty of Commerce and Navigation between Great Britain and Portugal.

Article 1.

There shall be between the territories of the two contracting parties full and complete freedom of commerce and navigation.

The subjects or citizens of each of the two contracting parties shall have liberty freely to come with their ships and cargoes to all places, ports, and rivers in the territories of the other to which native subjects or citizens are or may be permitted to come. They shall not be subject in respect of their commerce or industry in the territories of the other, whether their residence there is of a permanent or temporary character, to any duties, taxes, imposts, or licenses of any kind whatever other or higher than those which are or may be imposed upon native subjects or citizens, and they shall enjoy the same rights, privileges, liberties, immunities, and other favours in matters of commerce and industry as are or may be enjoyed by native subjects or citizens.

Article 2.

The subjects or citizens of each of the contracting parties shall be exempted, in the territory of the other party, from all personal service in the army, navy, and national militia; from all war charges, forced loans, military requisitions, and contributions of whatever nature. Their properties shall not be seized, sequestered, nor their ships, cargoes, goods, or effects retained for any public use, unless they have been previously allowed compensation, to be agreed upon between the interested parties on just and equitable bases. The charges connected with the possession by any title of landed property are excepted, as well as the obligation of military billeting and other special requisitions or exactions for the military forces to which all nationals or subjects or citizens of the most favoured nation may be liable as owners, tenants, or occupiers of real property.

Article 3.

The contracting parties agree that in all matters relating to commerce, navigation, and industry any privilege, favour, or immunity which either contracting party has actually granted or may hereafter grant to the subjects or citizens or ships of any other foreign State shall be extended immediately and unconditionally to the subjects or citizens or ships of the other, it being their intention that the commerce, navigation, and industry of each country shall be placed in all respects on the footing of the most favoured nation.

Article 4.

The subjects or citizens of each of the contracting parties in the territories of the other shall be at full liberty to acquire and possess every description of property, movable and immovable, which the laws of the country permit, or shall permit, the subjects or citizens of the State to acquire and possess. They may dispose of the same by sale, exchange, gift, marriage, testament, or in any other manner, or acquire the same by inheritance under the same conditions which are or shall be established with regard to subjects or citizens of the State. They shall not be subjected in any of the cases mentioned to any taxes, imposts, or charges of whatever denomination other or higher than those which are or shall be applicable to subjects or citizens of the State.

The subjects or citizens of each of the contracting parties shall also be permitted, on compliance with the laws of the country, freely to export the proceeds of the sale of their property and their goods in general without being subjected as foreigners to other or higher duties than those to which subjects or citizens of the country would be liable under similar circumstances.

Article 5.

Articles the produce and manufacture of one of the contracting parties imported into the territories of the other, from whatever place arriving, shall not be subject to other or higher duties or charges than those which are or may be levied on the like articles the produce or manufacture of any other foreign country. In like manner, articles the produce or manufacture of one of the contracting parties exported to the territories of the other shall not be subjected to other or higher duties or charges than those which are or may be levied on the like articles exported to any other foreign country. The contracting parties also reciprocally undertake that no more favourable treatment shall be extended to the goods of any other foreign country in respect of importation, import duties, exportation, export duties, re-exportation, re-export duties, customs facilities, warehousing, transshipment, drawbacks, and commerce and navigation in general.

Article 6.

His Britannic Majesty's Government engage to recommend to Parliament to prohibit the importation into and sale for consumption in the United Kingdom of any wine or other liquor to which the description "port" or "madeira" is applied, other than wine the produce of Portugal and of the island of Madeira respectively.

Article 7.

No prohibition or restriction shall be maintained or imposed on the importation of any article the produce or manufacture of either of the contracting parties into the territories of the other, from whatever place arriving, which shall not equally extend to the importation of the like articles being the produce or manufacture of any other foreign country. The only exceptions to this general rule shall be in the case of the sanitary or other prohibitions occasioned by the necessity of securing the safety of persons or of cattle or of plants useful for agriculture, and of the measures applicable in either of the two countries to articles enjoying a direct or indirect bounty in the other.

Nor shall any prohibition or restriction be maintained or imposed on the exportation of any article from the territories of either of the two contracting parties to the territories of the other which shall not equally extend to the exportation of the like articles to any other foreign country.

Article 8.

Merchandise of all kinds the produce or manufacture of one of the contracting parties passing in transit through the territories of the other shall be reciprocally free from all transit duties, whether they pass direct or whether during transit they are unloaded, warehoused, and re-loaded, and no prohibition or restriction shall be maintained or imposed on the transit of such merchandise which shall not equally extend to the transit of the like articles the produce or manufacture of any other foreign country.

Article 9.

Goods of all kinds, the produce or manufacture of one of the contracting parties, imported into the territories of the other, shall not be subject to excise, octroi, or consumption dues, levied on account of the State or of the municipalities, higher than those payable on similar articles of native origin.

Article 10.

The stipulations of the present treaty with regard to the mutual accord of the treatment of the most favoured nation apply unconditionally to the treatment of commercial travellers and their samples. The chambers of commerce, as well as other trade associations and other recognized commercial associations in the contracting States as may be authorized in this behalf, shall be mutually accepted as competent authorities for issuing any certificates that may be required for commercial travellers.

Articles imported by commercial travellers as samples shall, in each country, be temporarily admitted free of duty on compliance with the customs regulations and formalities established to assure their re-exportation or the payment of the prescribed customs duties if not re-exported within the period allowed by law. But the foregoing privilege shall not extend to articles

which, owing to their quantity or value, cannot be considered as samples, or which, owing to their nature, could not be identified upon re-exportation.

In order to facilitate the clearance of samples of goods brought by commercial travellers of one of the two States into the territories of the other to be used as samples or patterns for the purpose of obtaining orders and not for sale, the marks, stamps, or seals affixed by the customs authorities of one country to commercial samples at the time of exportation, and the list of such samples drawn up in proper form and certified by the competent authority, such list containing an exact description of the samples, shall form sufficient evidence, so far as the respective customs authorities are concerned, of their nature, and shall entitle them to exemption from all customs examination except in so far as may be necessary to establish that the samples produced are identical with those enumerated in the list. The customs authorities of either country are, however, at liberty to affix a supplementary mark to such samples, should this precaution in particular cases be considered necessary.

Article 11.

Each of the contracting parties shall permit the importation or exportation on the vessels of the other of all merchandise which may be legally imported or exported, and also the carriage of passengers from or to their respective territories on the vessels of the other; and such vessels and their cargoes and passengers shall enjoy the same privileges, and shall not be subjected to any other or higher duties or charges than the vessels, cargoes, and passengers of the most favoured nation.

Article 12.

Notwithstanding anything in this treaty either of the contracting parties reserves the right to confine to national vessels the trade between any ports within its territories. In the event of this right being exercised by either country, nothing in this treaty shall be construed as entitling the vessels of that country to participate in the corresponding trade between ports of the other country.

British and Portuguese vessels may, nevertheless, proceed from one port to another, either for the purpose of landing the whole or part of their passengers or cargoes brought from abroad, or of taking on board the whole or part of their passengers or cargoes for a foreign destination.

It is also understood that no vessel shall be considered as engaging in trade between two ports of one of the contracting States merely because it carries between those ports passengers holding through tickets or merchandise consigned on through bill of lading to or from some place outside the territories of that State.

Article 13.

No duties of tonnage, harbour, pilotage, lighthouse, quarantine, or other analogous duties of whatever nature, or under whatever denomination, levied in the name or for the profit of the Government, private individuals, corporations, or establishments of any kind, shall be imposed in the ports of the territories of either of the contracting parties upon the vessels of the other or on their cargoes in lieu of on the vessels which shall not equally and under the same conditions be imposed in the like cases on vessels of the most favoured nation in general. Such equality of treatment shall apply to the respective vessels, from whatever port or place they may arrive, and whatever may be their destination.

Article 14.

In all that regards the stationing, loading, and unloading of vessels in ports, docks, roadsteads, and harbours every privilege granted by either of the contracting parties to the vessels of any third country shall be extended immediately and unconditionally to the vessels of the other contracting party.

Article 15.

Any vessel of either of the contracting parties which may be compelled by stress of weather or by accident, to take shelter in a port of the other, shall be at liberty to refit therein, to procure all necessary stores, and to put to sea again, without paying any dues other than such as would be payable in a similar case by a national vessel. In case, however, the master of a merchant vessel should be under the necessity of disposing of a part of his merchandise in order to defray his expenses, he shall be bound to conform to the regulations and tariffs of the place to which he may have come.

If any vessel of one of the contracting parties should run aground or be wrecked upon the coasts of the other, such vessel, and all parts thereof, and all furniture and appurtenances belonging thereunto, and all goods and merchandise saved therefrom, including any which may have been cast into the sea, or the proceeds thereof if sold, as well as all papers found on board such stranded or wrecked vessel shall be given up to the owners or their agents when claimed by them. If there are no such owners or agents on the spot, then the same shall be delivered to the British or Portuguese consular officer in whose district the wreck or stranding may have taken place, upon being claimed by him within the period fixed by the laws of the country, and such consular officers, owners, or agents shall pay only the expenses incurred in the preservation of the property, together with the salvage or other expenses which would have been payable in the like case of a wreck of a national vessel.

The contracting parties agree, moreover, that merchandise saved shall not be subjected to the payment of any customs duty unless cleared for internal consumption.

In the case either of a vessel being driven in by stress of weather, run aground, or wrecked, the respective consular officers shall, if the owner or master or other agent of the owner is not present, or is present and requires it, be authorized to interpose in order to afford the necessary assistance to their fellow-countrymen.

Article 16.

All vessels which, according to British law, are to be deemed British vessels, and all vessels which, according to Portuguese law, are to be deemed Portuguese vessels, shall, for the purposes of this treaty, be deemed British or Portuguese vessels respectively.

Article 17.

Limited liability and other companies and associations, commercial, industrial, and financial, already or hereafter to be organized in accordance with the laws of either contracting party and registered in the territories of such party, are authorized in the territories of the other to exercise their rights and appear in the courts either as plaintiffs or defendants, subject to the laws of such other party.

Article 18.

It shall be free to each of the high contracting parties to appoint consuls-general, consuls, vice-consuls, and consular agents to reside in the towns and ports of the territories of the other. Such consuls-general, consuls, vice-consuls, and consular agents, however, shall not enter upon their functions until after they shall have been approved and admitted in the usual form by the Government to which they are sent.

Article 19.

The consuls and consular agents of each of the contracting parties, residing in the territories of the other, shall receive from the local authorities such assistance as can by law be given to them for the recovery of deserters from the vessels of their respective countries.

Provided that this stipulation shall not apply to subjects or citizens of the State in whose territory the desertion takes place.

Article 20.

The subjects or citizens of each of the high contracting parties shall have, in the territories of the other, the same rights as subjects or citizens of that State in regard to patents for inventions, trade marks, and designs, upon fulfilment of the formalities prescribed by law.

Article 21.

The present treaty shall extend, as regards Portugal, to the mother country and adjacent islands (Madeira, Porto Santo, and Azores), but shall not extend to any of the dominions, colonies, possessions, or protectorates of either contracting party, unless notice of the desire of such contracting party that the treaty shall apply to any such dominion, colony, possession, or protectorate shall have been given to the other contracting party before the expiration of one year from the date of the exchange of the ratifications of the present treaty.

Nevertheless, the goods produced or manufactured in any of His Britannic Majesty's dominions, colonies, possessions, and protectorates shall enjoy in Portugal complete and unconditional most-favoured-nation treatment so long as such dominion, colony, possession, or protectorate shall accord to goods the produce or manufacture of Portugal treatment as favourable as it gives to the produce or manufacture of any other foreign country; and

reciprocally the goods produced or manufactured in any Portuguese colony or possession shall enjoy like most-favoured-nation treatment in the United Kingdom of Great Britain and Ireland so long as such colony or possession shall accord to goods the produce or manufacture of the United Kingdom treatment as favourable as it gives to the produce or manufacture of any other foreign country.

Colonial goods re-exported from the mother country of one of the contracting parties shall be treated in the territory of the other as proceeding from that mother country, and shall therefore be exempt from supertaxes on indirect trade which may eventually be established.

Article 22.

Any controversy which may arise between the contracting parties regarding the interpretation or application of the present treaty, as well as the rates of the conventional tariffs agreed upon between the contracting parties and third States, shall, on the demand of one or other of the contracting parties, be adjusted by means of arbitration.

A court of arbitration shall in each case be constituted in the following manner :—

- (1) Each of the contracting parties shall name an arbitrator from among the competent subjects or citizens of the country.
- (2) The two contracting parties shall then choose a subject of a third country to act as umpire.
- (3) In the event of no agreement being reached as to the umpire, each of the contracting parties shall name a candidate of different nationality from those of the persons proposed under the preceding paragraph. The selection of one of the two candidates so nominated for the office of umpire shall be decided by lot, unless the two contracting parties shall come to an agreement on the subject. The umpire shall preside at the Court of Arbitration, which shall decide by a majority of votes. On the first occasion of arbitration the court shall sit in the territory of the country decided by lot; in the second case it shall sit in the territory of the other country and subsequently alternately in the territory of the two contracting parties in a place selected by the Government of the country where the court is to meet. The necessary officers and staff shall be provided for the court by the Government of the country in which it meets. Each of the contracting parties shall be represented before the court by one or more agents, who may be assisted by lawyers.

The proceedings shall be solely in writing, but nevertheless the court shall be entitled to require verbal explanations from the agents of the two parties, and to hear experts and witnesses if they shall deem such a course advisable. The costs of the arbitration shall be divided equally between the two contracting parties.

Article 23.

The present treaty shall be ratified and the ratifications shall be exchanged at Lisbon as soon as possible. It shall come into force fifteen days after the exchange of ratifications, and shall remain binding for a period of ten years. In case neither of the contracting parties shall have given notice to the other twelve months before the date of expiration of this period of their intention to terminate it, it shall remain in force until the expiration of one year from the day on which either of the contracting parties shall have denounced it.

As regards, however, the dominions, colonies, possessions, and protectorates which may have adhered to the present treaty in virtue of article 21, either of the contracting parties shall have the right to terminate it separately at any time on giving twelve months' notice to that effect.

It is understood that the stipulations of the present and of the preceding article referring to British dominions, colonies, possessions, or protectorates apply also to the island of Cyprus.

Final Protocol.

On proceeding to sign the Treaty of Commerce and Navigation concluded this day between the United Kingdom and Portugal, the undersigned plenipotentiaries have made the following reservations and declarations, which shall form an integral part of the treaty :—

Ad Article 17.

It is understood that the provisions of article 17 do not affect the right of either contracting party to require, by their internal legislation, the prior consent of the competent local authorities

before foreign companies or associations can institute local branches or agencies for the carrying out of banking or assurance operations.

It is understood that the provisions of this treaty, which secure in Portugal most-favoured-nation treatment to British goods and vessels, shall not apply to the special favours which Portugal accords, or may hereafter accord, to the goods or vessels of Spain or Brazil.

It is understood that this treaty shall not come into force until the sanction of the British Parliament for article 6 has been obtained.

The present protocol, which shall be considered as approved and sanctioned by the contracting parties, without any other special ratification, by the sole fact of the exchange of the ratifications of the treaty to which it appertains, has been drawn up in duplicate at Lisbon, the 12th August, 1914.

Declaration.

The plenipotentiary of His Britannic Majesty on signing the treaty declares that the concession by His Majesty's Government in article 6 is made only in return for improvement in the customs treatment of British goods by the Portuguese Government, and without prejudice to the views of the two contracting parties as to the proper interpretation to be placed on article 4 of the Madrid Convention of the 14th April, 1891.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, March 27, 1917.

R. E. STUBBS,
Colonial Secretary.

Statement of Objects and Reasons.

THE object is to obtain the commercial and navigation advantages provided by the treaty which is set out in the schedule to the draft Ordinance.

2. Shortly, the provisions of the treaty secure in Portuguese territory most-favoured-nation treatment for our goods and vessels.

3. The Ordinance is necessary to enable Article 6 of the treaty to come into force in the Colony.

Colombo, March 24, 1917.

G. S. SCHNEIDER,
Acting Attorney-General.

MINUTE.

The following Draft of a proposed Ordinance is published for general information:—

An Ordinance for making provision for the Supplementary Contingent Charges for the Year 1915-16.

Preamble

WHEREAS by Ordinance No. 17 of 1915 it was enacted that a sum not exceeding Fifty-four million Six hundred and Seventy-nine thousand Two hundred and Sixteen rupees should be charged upon the revenue and other funds of this Island for the Contingent Service of the financial year 1915-16, and it has become necessary to make further provision for the service of the said period: It is enacted by the Governor of Ceylon, by and with the advice and consent of the Legislative Council thereof, as follows:

Rs. 4,101,682.40
to be charged
upon the
revenue of the
Island for the
Supplementary
Contingent
Charges for the
year 1915-16.

1 That a sum not exceeding Four million One hundred and One thousand Six hundred and Eighty-two rupees and Forty cents shall be and the same is hereby charged upon the revenue and other funds of the Colony for the services hereinafter mentioned, and the said expenditure shall be in conformity with the Heads of Expenditure specified in the Schedule hereunto annexed:

SCHEDULE.		Rs.	c.
11.	His Excellency the Governor ..	3,090	22
12.	Immigration and Quarantine ..	2,130	92
18.	Ports other than Colombo ..	4,929	0
21.	Prisons ..	188,226	15
24.	Department of Agriculture ..	23,723	32
30.	Inspector of Mines ..	694	88
40.	Public Works Annually Recurrent ..	26,732	73½
41.	Public Works Extraordinary ..	1,028,378	74½
43.	Public Debt ..	11,773	48
46.	Miscellaneous Services ..	2,812,002	95
Total—Rs.		4,101,682	40

By His Excellency's command,
Colonial Secretary's Office, R. E. STUBBS,
Colombo, April 25, 1917. Colonial Secretary.

Statement of Objects and Reasons.

THE Ordinance makes provision for the Supplementary Contingent Charges for the Financial Year 1915-16.

G. S. SCHNEIDER,
Colombo, April 25, 1917. Acting Attorney-General.

NOTICES IN TESTAMENTARY ACTIONS.

In the District Court of Colombo.
Testamentary Jurisdiction. In the Matter of the Last Will and Testament of Baha Kamaldeen Dane Suhood No. 5,919.
of Kurunegala, deceased.

(1) Baha Dane Suhood and (2) Yahaya Dane Suhood, both of Avissawella Petitioners.

And

(1) Nai Rukia and (2) Dane Rasheed Suhood of Kurunegala Respondents.

THIS matter coming on for final disposal before Lewis Matthew Maartensz, Esq., Additional District Judge of Colombo, in the presence of Messrs. Wilson & Kadirgamar, Proctors, on the part of the petitioners above named; and the affidavit of the said petitioners dated April 5, 1917, having been read:

It is ordered that the last will of Baha Kamaldeen Dane Suhood, deceased, of which the original has been produced, and is now deposited in this court, be and the same is hereby declared proved; and it is further ordered that the petitioners are the executors named in the said will, and that they are entitled to have probate thereof issued to them accordingly, unless the respondents above named or any person or persons interested shall, on or before May 24, 1917, show sufficient cause to the satisfaction of this court to the contrary.

L. M. MAARTENSZ,
Additional District Judge.

April 23, 1917.

In the District Court of Colombo.
Order Nisi declaring Will proved.
Testamentary Jurisdiction. In the Matter of the Last Will and Testament of Winfield Joyce Bonser of 3, Baton Place, in the County of London, a Captain in His Majesty's Army, deceased.

THIS matter coming on for disposal before Lewis Matthew Maartensz, Esq., Additional District Judge of Colombo, on April 25, 1917, in the presence of Messrs. F. J. & G. de Saram, Proctors, on the part of the petitioner Murdoch Morrison of Colombo; and (1) the affidavit of the said petitioner dated April 17, 1917, (2) the power of attorney dated February 19, 1917, and (3) the order of the

Supreme Court dated April 5, 1917, having been read: It is ordered that the will of the said Winfield Joyce Bonser, deceased, dated July 13, 1915, an exemplification of which under the Seal of His Majesty's High Court of Justice in England has been produced, and is now deposited in this court, be and the same is hereby declared proved; and it is further declared that the said Murdoch Morrison is the attorney in Ceylon of the executor named in the said will, and that he is entitled to have letters of administration (with will annexed) issued to him accordingly, unless any person or persons interested shall, on or before May 10, 1917, show sufficient cause to the satisfaction of this court to the contrary.

L. M. MAARTENSZ,
April 25, 1917. Additional District Judge.

In the District Court of Colombo.
Order Nisi declaring Will proved.

Testamentary Jurisdiction. In the Matter of the Last Will and Testament of Philip Barton Baker of Braeside, 38, Platts Lane, Hampstead, in the County of Middlesex, deceased.

THIS matter coming on for disposal before Lewis Matthew Maartensz, Esq., Additional District Judge of Colombo, on April 25, 1917, in the presence of Messrs. F. J. & G. de Saram, Proctors, on the part of the petitioner Thomas Percy Nailer of Colombo; and (1) the affidavit of the said petitioner dated April 17, 1917, (2) the power of attorney dated February 7, 1917, and (3) the order of the Supreme Court dated April 5, 1917, having been read: It is ordered that the will of the said Philip Barton Baker, deceased, dated December 28, 1909, a certified copy of which under the Seal of His Majesty's High Court of Justice in England has been produced, and is now deposited in this court, be and the same is hereby declared proved; and it is further declared that the said Thomas Percy Nailer is the attorney in Ceylon of the executors named in the said will, and that he is entitled to have letters of administration (with will annexed) issued to him accordingly, unless any person or persons interested shall, on or before May 10, 1917, show sufficient cause to the satisfaction of this court to the contrary.

L. M. MAARTENSZ,
April 25, 1917. Additional District Judge.

In the District Court of Colombo.

Order Nisi.

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X
Testamentary In the Matter of the Intestate Estate of
Jurisdiction. the late Idroos Lebbe Marikar Hadjiar
No. 5,926. Noordeen Hadjiar of Cinnamon Gardens,
Colombo, deceased.

S. L. Naina Marikar Hadjiar Muirburn,
Turret road, Cinnamon Gardens, Colombo ... Petitioner.

And

- (1) Noordeen Hadjiar Johara Umam, Muirburn,
Cinnamon Gardens, Colombo, (2) Noordeen
Hadjiar Mohammed Jallaldeen Hadjiar and
(3) Noordeen Hadjiar Umam Suwatha, both of
2nd lane, Colpetty, Colombo, (4) Noordeen
Hadjiar Umam Naphusa, Galle road, Colpetty,
Colombo, and (5) Noordeen Hadjiar Mohammed
Mohideen Hadjiar, New Moor street,
Colombo..... Respondents.

THIS matter coming on for disposal before Lewis
Matthew Maartensz, Esq., Additional District Judge of
Colombo, on April 30, 1917, in the presence of Mr. N. H. M.
Abdul Cader, Proctor, on the part of the petitioner above
named; and the affidavit of the said petitioner dated
April 23, 1917, having been read:

It is ordered that the petitioner be and he is hereby
declared entitled, as the son-in-law of the above-named
deceased, to have letters of administration to his estate
issued to him, unless the respondents above named or any
other person or persons interested shall, on or before May
24, 1917, show sufficient cause to the satisfaction of this
court to the contrary.

April 30, 1917.

L. M. MAARTENSZ,
Additional District Judge.

In the District Court of Colombo.

Order Nisi.

323
X
Testamentary In the Matter of the Intestate Estate of
Jurisdiction. Suriabandarage Hendrick Appoo of
No. 5,930. Dematagoda, Colombo, deceased.

Lokuliyana Selohamy of Dematagoda, Colombo. Petitioner.

And

- (1) Suriabandarage Cecilia Nona, (2) Suriabandarage
Charles Appoo, (3) Suriabandarage Caroline
Nona, (4) Suriabandarage Podi Nona, all of
Dematagoda, Colombo, minors, by their guardian
ad litem, (5) Nanayakkara Lokukuttige Don
Davith of Slave Island, Colombo Respondents.

THIS matter coming on for disposal before Lewis
Matthew Maartensz, Esq., Additional District Judge of
Colombo, on April 27, 1917, in the presence of Mr. M. de
S. Dissanayake, Proctor, on the part of the petitioner above
named; and the affidavit of the said petitioner dated
April 23, 1917, having been read:

It is ordered that the petitioner be and she is hereby
declared entitled, as widow of the above-named deceased,
to have letters of administration to his estate issued to her,
unless the respondents above named or any other person
or persons interested shall, on or before May 24, 1917,
show sufficient cause to the satisfaction of this court to the
contrary.

April 27, 1917.

L. M. MAARTENSZ,
Additional District Judge.

In the District Court of Kandy.

Order Nisi.

322
X
Testamentary In the Matter of the Estate of the late
Jurisdiction. John Bastian Perera, deceased, of
No. 3,332. Rambukkana, in the District of Kegalla.

THIS matter coming on for disposal before Felix Reginald
Dias, Esq., District Judge of Kandy, on April 5, 1917, in
the presence of Mr. Nevill Budd Janszé, Proctor, on the
part of the petitioner Adeline Mabel Perera of Rambukkana
aforesaid; and the affidavit of the said petitioner dated
January 31, 1917, having been read:

It is ordered that the petitioner Adeline Mabel Perera of
Rambukkana aforesaid be and she is hereby declared

entitled to letters of administration to the estate of John
Bastian Perera of Rambukkana, deceased, as his widow,
unless (1) Flaurin Maria Charlotte Perera of Moratumulla
in Moratuwa, by her guardian *ad litem* Isaac Rodrigo of
Moratumulla aforesaid, (2) Olivia Irene Perera, (3) John
Owen Reginald Perera, both of Rambukkana aforesaid, by
their guardian *ad litem* Edward Reginald Flyun of Hawa
Eliya in Nuwara Eliya, shall, on or before May 10, 1917,
show sufficient cause to the satisfaction of this court to the
contrary.

April 5, 1917.

FELIX R. DIAS,
District Judge.

In the District Court of Kandy.

Order Nisi.

324
X
Testamentary In the Matter of the Estate of the late
Jurisdiction. Vengadasalem Pulle's daughter Nagam-
No. 3,341. ma, deceased, of Matala.

THIS matter coming on for disposal before Felix Reginald
Dias, Esq., District Judge of Kandy, on April 5, 1917, in
the presence of Messrs. Beven and Beven, Proctors, on the
part of the petitioner Vytilingam's son, Somasunderam of
Tennekumbura in Kandy; and the affidavit of the said
petitioner dated March 15, 1917, having been read:

It is ordered that the petitioner Vytilingam's son, Soma-
sunderam of Tennekumbura in Kandy, be and he is hereby
declared entitled to letters of administration to the estate
of the said deceased, as his son, unless Vytilingam's daughter,
Ratnam, by her guardian *ad litem* T. N. Govindasamy Pulle,
both of Tennekumbura, shall, on or before May 10, 1917,
show sufficient cause to the satisfaction of this court to the
contrary.

April 5, 1917.

FELIX R. DIAS,
District Judge.

In the District Court of Galle.

Order Nisi.

325
X
Testamentary In the Matter of the Estate of the late
Jurisdiction. Talgahahenemestriga Subaderis alias
No. 4,733. Chattarawattige Gabriel Fernando,
deceased, of Kaluwella, Galle.

THIS matter coming on for disposal before L. W. C.
Schrader, Esq., District Judge of Galle, on April 12, 1917,
in the presence of Mr. E. C. Abeygunawardena, Proctor, on
the part of the petitioner, Talgahahene Chattarawattige
Stephen Fernando of Kumbalwella, Galle; and the affidavit
of the petitioner dated April 11, 1917, having been read:
It is ordered and declared that the said petitioner is the
son of the said deceased, and that he is as such entitled to
have letters of administration issued to him accordingly,
unless the respondents—(1) Kodagoda Mestriga Endo
Natchy, widow of the deceased, (2) Talgahahene Chatta-
rattige Simona Fernando, and her husband (3) Kodagoda
Daniel Sarasundra, (4) Talgahahene Chattarawattige Lathia
Fernando, all of Kumbalwella, Galle—shall, on or before
May 24, 1917, show sufficient cause to the satisfaction
of this court to the contrary.

April 12, 1917.

L. W. C. SCHRADER,
District Judge.

In the District Court of Matara.

Order Nisi.

326
X
Testamentary In the Matter of the Estate of the late
Jurisdiction. Assana Markar Bawadam Markar Had-
No. 2,348. jiar, deceased, of Weligama.

THIS matter coming on for disposal before J. S. W. Rock,
Esq., District Judge of Matara, on March 24, 1917, in the
presence of Messrs. Keuneman, on the part of the petitioner
Bawadam Markar Hadjiar Mohammod Hassan of Kohunu-
gamuwa; and the affidavit of the said petitioner dated
January 10, 1917, having been read: It is ordered that the
said petitioner, as son and heir of the deceased above named,
is entitled to have letters of administration issued to him
accordingly, unless the respondents (1) Dawudu Lebbe
Markar Pathumma Natchia, (2) Bawadam Markar Hadjiar
Mohammed Abdulla, (3) Bawadam Markar Hadjiar Kadija
Umma, (4) Bawadam Markar Hadjiar Mohammed Sahid,

and (5) Bawadam Markar Hadjjar Mohammed Shihabdeen, all of Kohunugamuwa, shall, on or before May 8, 1917, show sufficient cause to the satisfaction of this court to the contrary.

March 24, 1917.

J. C. W. Rock,
District Judge.

In the District Court of Matara.

Order Nisi.

Testamentary In the Matter of the Estate of the late
Jurisdiction. David Dias Weeraman, Police Officer of
No. 2,371. Polwatte, deceased.

THIS matter coming on for disposal before J. C. W. Rock, Esq., District Judge of Matara, on March 26, 1917, in the presence of Mr. E. P. Wijetunga, on the part of the petitioner Dona Francina Siriwardana Samaraweera Hamine of Polwatta; and the affidavit of the said petitioner dated March 21, 1917, having been read: It is ordered that the said petitioner, as an heir of the deceased above named, is entitled to have letters of administration issued to him accordingly, unless respondents, viz. (1) Podinawatie Weeraman, (2) Tudor Weeraman, (3) Dewasiri Weeraman, (4) Agnes Weeraman, all of Polwatta, (5) Charles Mendis Siriwardana Samaraweera, Vidane Arachchi of Udukawa, shall, on or before May 9, 1917, show sufficient cause to the satisfaction of this court to the contrary.

It is further declared that the said 5th respondent be appointed guardian *ad litem* over minors, 1st to 4th respondents, unless the respondents above named shall, on or before May 9, 1917, show sufficient cause to the satisfaction of this court to the contrary.

March 26, 1917.

J. C. W. Rock,
District Judge.

In the District Court of Jaffna.

Order Nisi.

Testamentary In the Matter of the Estate of the late
Jurisdiction. Ramasingam Kumarakulasingam of
No. 3,367. Chandiruppai, deceased.

Thampu Chelliah of Chandiruppai, presently of
Bandarawela Petitioner.

Vs.

(1) Vissuvalingam Kanagaretnam and wife (2) Thayalnayakiammah, and (3) Retnasingam Senathirajah, all of Makiyapiddy, and (4) Seithuppillai, widow of Velayuthar Tampu of Chandiruppai, the 3rd respondent is a minor, appearing by his guardian *ad litem* the 4th respondent Respondents.

THIS matter of the petition of Thampu Chelliah of Chandiruppai, presently of Bandarawela, praying for letters of administration to the estate of the above-named deceased, Ramasingam Kumarakulasingam of Chandiruppai, coming on for disposal before P. E. Pieris, Esq., District Judge, on April 17, 1917, in the presence of Mr. E. Murugesampillai, Proctor, on the part of the petitioner; and the affidavit of the petitioner dated January 27, 1917, having been read: It is declared that the petitioner is the paternal uncle of the said intestate, and is entitled to have letters of administration to the estate of the said intestate issued to him, unless the respondent or any other person shall, on or before May 10, 1917, show sufficient cause to the satisfaction of this court to the contrary.

April 19, 1917.

P. E. PIERIS,
District Judge.

In the District Court of Jaffna.

Order Nisi.

Testamentary In the Matter of the Estate of the late
Jurisdiction. Achchimuttu, wife of Kandappillai of
No. 3,382. Kokkuvil, deceased.

(1) Sinnathamby Nannithamby and wife (2) Sellamuttu of Kokkuvil Petitioners.
Vs.

Thampoe Kandapillai of Kokkuvil, now of Ipoh
in Federated Malay States Respondent.

THIS matter of the petition of Sinnathamby Nannithamby and wife Sellamuttu of Kokkuvil, praying for letters

of administration to the estate of the above-named deceased Achchimuttu, wife of Kandappillai of Kokkuvil, coming on for disposal before J. Homer Vanniasinkam, Esq., District Judge, on February 19, 1917, in the presence of K. Sivapirakasam, Proctor, on the part of the petitioner; and the affidavit of the petitioner dated February 19, 1917, having been read: It is declared that the petitioners, as heirs of the said intestate, are entitled to have letters of administration to the estate of the said intestate issued to them, unless the respondent or any other person shall, on or before April 17, 1917, show sufficient cause to the satisfaction of this court to the contrary.

February 27, 1917.

P. E. PIERIS,
District Judge.

Time to show cause is extended till May 8, 1917.

In the District Court of Jaffna.

Order Nisi.

Testamentary In the Matter of the Estate of the late
Jurisdiction. Katheravelu Sanmugam of Navaly, late
No. 3,402. of Kanthalai, in Trincomalee, deceased.

Marakatham, widow of Kathiravelu Sanmugam of
Navaly, Jaffna Petitioner.

Vs.

Sanmugam Sinnathurai of Navaly, Jaffna ... Respondent.

THIS matter of the petition of Marakatham, widow of Kathiravelu Sanmugam of Navaly, praying for letters of administration to the estate of the above-named deceased, Kathiravelu Sanmugam of Navaly, coming on for disposal before P. E. Pieris, Esq., District Judge, on April 20, 1917, in the presence of Mr. E. Murugesampillai, Proctor, on the part of the petitioner; and the affidavit of the petitioner dated February 21, 1917, having been read: It is declared that the petitioner is the widow of the said intestate, and is entitled to have letters of administration to the estate of the said intestate issued to her, unless the respondent or any other person shall, on or before May 15, 1917, show sufficient cause to the satisfaction of this court to the contrary.

April 24, 1917.

P. E. PIERIS,
District Judge.

In the District Court of Batticaloa.

Order Nisi.

Testamentary In the Matter of the Intestate Estate of the
Jurisdiction. late Sittampalam Arember Nambiar
No. 942. Eraur, deceased.

Charles Veluppillai, Secretary, District Court of
Batticaloa Petitioner.

And

(1) Sittampalam Murugasu Nambiar of Eraur, division No. 4, (2) Eletchimippillai, wife of Murugar Kartikesu, (3) Muruker Kartikesu, (4) Kathirathai, wife of Velauther Kuddippillai, (5) Velauther Kuddippillai, (6) Sittampalam Valliammai, widow of Kadramer Karuvel, all of Valvetti, in Jaffna, (7) Kandayer Thankappillai, (8) Kandayar Ammuñepillai (minor) of Eraur Respondents.

THIS matter coming on for disposal before T. B. Russell, Esq., District Judge of Batticaloa, on January 29, 1917, in the presence of Mr. Tamby Rajah, Proctor, on the part of the petitioner above named; and the affidavit of the said petitioner dated January 29, 1917, having been read:

It is ordered that the petitioner be and he is hereby declared entitled, as Secretary of the District Court of Batticaloa, to have letters of administration to the estate of the above-named deceased issued to him, unless the respondents above named or any other person or persons interested shall, on or before March 13, 1917, show sufficient cause to the satisfaction of this court to the contrary.

It is further ordered that the 7th respondent be appointed guardian *ad litem* of the minor, the 8th respondent, unless

the respondents above named shall, on or before March 13, 1917, show sufficient cause to the satisfaction of this court to the contrary.

January 29, 1917.

T. B. RUSSELL,
District Judge.

Extended and re-issued till May 10, 1917.

T. B. RUSSELL,
District Judge.

In the District Court of Badulla.
Order Nisi declaring Will proved.

Testamentary Jurisdiction. In the Matter of the Last Will and Testament of Ulpothe Medagedera Ratnayake Mudiannelage Herat Appu, *ex-Gamarala*, deceased, of Kivlegederagama.

THIS matter coming on for disposal before G. F. R. Browning, Esq., District Judge, Badulla, on March 24, 1917, in the presence of Mr. A. P. Bartholomeusz, Proctor, on the part of the petitioner, Ulpothe Medagedera Ratnayake

Mudiannelage Heen Punchi Rala of Kivlegederagama; and the affidavit of the said petitioner dated March 22, 1917, having been read: It is ordered that the will of Ulpothe Medagedera Ratnayake Mudiannelage Herat Appu, deceased, dated December 30, 1916, be and the same is hereby declared proved, unless the respondents—(1) Ulpothe Medagedera Ratnayake Mudiannelage Heen Menika, (2) ditto Hudu Menika, (3) ditto Dingiri Banda, and (4) Appuhami, all of Kivlegederagama (the 3rd and 4th minors, by their guardian *ad litem* the 2nd respondent)—or any person interested shall, on or before May 9, 1917, show sufficient cause to the satisfaction of this court to the contrary. It is further declared that the said petitioner Ulpothe Medagedera Ratnayake Mudiannelage Heen Punchirala is the executor named in the said will, and that he is entitled to have probate of the same issued to him accordingly, unless the respondents or any person interested shall, on or before May 9, 1917, show sufficient cause to the satisfaction of this court to the contrary.

March 24, 1917.

G. F. R. BROWNING,
District Judge.

NOTICES OF INSOLVENCY.

In the District Court of Negombo.

No. 120. In the matter of the insolvency of Walawala Rajapakse Vidanelage Sarnelis Appu of 3rd Division, Udayarthoppu, in Negombo.

NOTICE is hereby given that a meeting of the creditors of the above-named insolvent will take place at the sitting of this court on June 18, 1917, for the grant of a certificate of conformity to the insolvent.

By order of court,
T. B. CLAASZ,
Secretary.

Negombo, April 27, 1917.

In the District Court of Badulla.

No. 104. In the matter of the insolvency of Dominguwa Waduge John de Silva of Bandarawela.

NOTICE is hereby given that the second sitting of this court in the above matter is adjourned to May 23, 1917, to consider the assignee's report.

By order of court,
E. W. SIRMANN,
Secretary.

Badulla, April 25, 1917.

NOTICES OF FISCALS' SALES.

Western Province.

In the District Court of Colombo.

No. 2,813.

In the matter of Avenna Muna Vayanna Velathan Pillai of No. 55, Fifth Cross street, Pettah, and No. 148, Nagalagam street, Colombo, an insolvent.

NOTICE is hereby given that on Thursday, May 31, 1917, at 3 o'clock in the afternoon, will be sold by public auction at No. 55, Fifth cross street, Pettah, Colombo, the following movable property, ordered to be sold by the order of court, dated April 14, 1917, viz. :—

96 bags Singapore milk rice, 14 bags Kakinatu milk rice marked Y. U., 19 bags Rangoon kaiwal rice, 22 bags Rangoon kalwarunda rice, 11 bags raw rice, 29 bags muttu samba rice, 7½ bushels ditto rice, 5 bushels mixed rice, 1 lot bags, 1 table, 2 benches, 1 mirror, 2 brackets, 4 pictures, 1 small box with drawers, 4 packing cases, 1 wooden bushel, ½ wooden bushel, ¼ wooden bushel, 1 chair, 1 rattan chair, 1 wooden tub, 1 zinc bucket, 1 chembu.

Fiscal's Office,
Colombo, May 1, 1917.

W. DE LIVERA,
Deputy Fiscal.

In the District Court of Colombo.

R. M. M. R. Murugappa Chetty of Sea street in Colombo Plaintiff.
No. 37,012. Vs.

(1) T. Benjamin Fernando of Alutmawata in Colombo, (2) John R. de Silva, Orient Company, Fort, Colombo, (3) B. G. P. Jayawardana of Dehiwala Defendants.

NOTICE is hereby given that on Saturday, June 2, 1917, at 2 o'clock in the afternoon, will be sold by public auction at Hearlem House, Alexandra Place, Cinnamon Gardens, the following movable property of the 2nd defendant, for the recovery of the balance sum of Rs. 6,557.47.

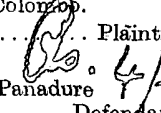
with legal interest on Rs. 5,940 from February 23, 1916, till payment in full, and Rs. 3 being balance of Supreme Court taxed costs and poundage, less Rs. 4,305, Rs. 1,000, and Rs. 500, viz. :—

One piano, 1 ebonywood round table, 1 tamarindwood cheffinier, 6 rattan chairs, 1 hat stand with glass, 1 dining table, 6 chairs, 4 flower stands, 75 tubs with flower plants, 3 teapots, 1 table with glass, 2 rattan settees, 2 brass flower pots, 2 almira's.

Fiscal's Office,
Colombo, May 1, 1917.

W. DE LIVERA,
Deputy Fiscal,

In the Court of Requests of Colombo.

D. A. Perera of Princes' Gate, Colombo Plaintiff.
No. 51,793. Vs. 
Don Philip Attygala of Medapatha in Panadura District Defendant.

NOTICE is hereby given that on Friday, June 1, 1917, at 3.30 o'clock in the afternoon, will be sold by public auction at the premises the right, title, and interest of the said defendant in the following property, for the recovery of the sum of Rs. 300, with legal interest thereon from July 6, 1916, till payment in full and costs of suit Rs. 28.25, viz. :—

An undivided 1/7 and 1/16 parts of the contiguous lands called Ambagahawatta, Kajugahawatta, and Jambugahawatta, situated at Meda patha in the Palle pattu of Salpiti korale; and bounded on the north by the land belonging to Pelis Perera, Gurunnanse Mahatmaya, on the east by the field belonging to D. P. Attygala and others, on the south by Ambagahawatta belonging to D. P. C. A. Abeyaratna, and on the west by the high road; and containing in extent within these boundaries 3 acres more or less; together with the trees, plantations, and the tiled house standing thereon.

Fiscal's Office,
Colombo, May 1, 1917.

W. DE LIVERA,
Deputy Fiscal.

R. S. M.
In the Court of Requests of Negombo.
Bassama Mana Una Lana Muttiah Chetty of
Negombo..... Plaintiff.
No. 24,915. Vs.

Wattage Selestino Fernando of Dandugama .. Defendant.

NOTICE is hereby given that on May 26, 1917, commencing at 10 o'clock in the forenoon, will be sold by public auction at the premises the right, title, and interest of the said defendant in the following property, viz. :—

The lots marked A and B of the land called Dangaha *alias* Dangahaowita, situate at Dandugama, in Ragam pattu of Alutkuru korale; which lots are bounded on the north by the land belonging to Wattage Selestino and the house belonging to K. Selestina Fernando, east by high road, south by land belonging to Kachchakaduge Anthony Fernando, and west by lots marked C, D, E, F, G, H, and I of this land; containing in extent about 37·50 perches, with the cadjan thatched house and other buildings standing thereon subject to a mortgage bond No. 24,571, dated January 7, 1914.

Amount to be levied Rs. 197·25, with interest on Rs. 100 at 20 cents per Rs. 10 per mensem from February 8, 1917 to March 9, 1917, and thereafter at 9 per cent. per annum till payment.

Deputy Fiscal's Office, FRED. G. HEPONSTALL,
Negombo, May 1, 1917. Deputy Fiscal.

R. S. M.
In the Court of Requests of Kalutara.
Bodiyabaduge James Perera Goonaratne of
Desastra Kalutara..... Plaintiff.
No. 3,261. Vs.

(1) Selena de Soysa Arsakularatne and husband (2)
Bodiyabadugey Charles Perera Goonaratne, and
(3) William Henry de Soysa Samarasekera, all of
Desastra Kalutara Defendants.

NOTICE is hereby given that on Saturday, June 2, 1917, at 11 o'clock in the forenoon, will be sold by public auction at the premises the right, title, and interest of the said 1st defendant in the following property, for the recovery of Rs. 96·25, with damages at the rate of Rs. 37·50 per annum from January 1, 1917, till restoration of possession, viz. :—

The soil, all the trees, produce, and buildings standing thereon of the portion of Amarakoonwatta, wherein the 1st and 2nd defendants reside, situated at Desastra Kalutara; and bounded on the north by a portion of this land, on the east by Kadolekumbura, on the south by a portion of this land belonging to the plaintiff, and on the west by old road; and containing in extent about 1½ acres.

Deputy Fiscal's Office, H. SAMERESINGHA,
Kalutara, May 1, 1917. Deputy Fiscal.

R. S. M.
Central Province.

In the District Court of Kandy.

(1) Kuna Cassim Saibo, (2) Sena Uduman Saibo, (3)
Ana Packeer Mohideen, (4) Ana Abdul Careem
Saibo, (5) Mana Abdul Cader, (6) Seena Moham-
mado Kanny, (7) Kawanna Packeer Mohideen,
trading at Kandy under the name and style of
M. K. K. Cassim Saibo & Company Plaintiffs.

No. 25,279. Vs.

Muna Sina Gopal Tever of Padiyapelella in Uda
Hewaheta Defendant.

NOTICE is hereby given that on Monday and Tuesday
May 28 and 29, 1917, commencing each day at 10 A.M., will

be sold by public auction at the boutique No. 48, Padiya-
pelella, Uda Hewaheta, the right, title, and interest of the
said defendant in the following movable property for the
recovery of the sum of Rs. 956·64, with interest on
Rs. 865·64 at 9 per cent. per annum from March 2, 1917,
till payment in full and poundage, viz. :—

2 large ahmirahs (glass)	4 brass sarwasatti
1 ahmirah	2 brass chembus
1 iron safe	1 small brass sarwasatti
1 clock	½ bundle tobacco
2 tables	About ¼ cwt. sugar
1 pigeon hole	5 brass lamps
1 press	2 small copper vessels
1 hanging lamp	About 14 lb. coir strings
4 chairs	6 gunny bags
4 red selas	3 large plates
23 selas	13 saucers
15 selas	4 small chembus
31 selas	6 small and large brass sarwasatti
99 pairs white kambiwetti	1 brass plate (teti)
23 flowered selas	10 chimneys
13 small pulle selas	1 pair scales
23 red selas	10 dozen boxes of matches
20 white kambiwetti	1 what stone
7 sayawetti	50 tins
7 red pulle sela	1 small tin camphor
16 small towels	3 tins barley
8 ooloru handkerchiefs	6 tins butter
32 kamba handkerchiefs	26 dozen reels of thread
58 shirts	6 dozen passbooks
80 banians (white chintz)	4 bundles 1-lb. ball thread
7 rolls Turkey cloth	1½ dozen files
22 gauze banians	25 packets nails
19 yards Turkey cloth	4 pipes
3 sayawetti (small)	16 cards with buttons
16 red handkerchiefs	4 iron hooks
2 pieces white wettiwel	400 envelopes
15 pieces muslin	4 glass bottles
9 pieces mushin	½ bottle reels of thread
2 sayawetti cloths	50 coconuts
12 yards English drill	14 lb. chillies
16 yards Cannanore (double width)	About 21 lb. sprats
17 white saya cloth	3 lb. saffron
1 pulle sela	About 3 lb. cumin
1 yard English drill	About 10 lb. ulu rice (uluhal)
2 yards Cannanore	About 2 lb. cumin
2 rolls Cannanore	About 7 lb. coriander
1 roll tweed (less)	About 14 lb. arecanut
3 pieces (small) Bombay silk	About ¾ bushel green peas
1½ yards Basil silk	About 1½ bushel dhall
7 woollen shirts	About 14 lb. tamarind
7 pairs handkerchiefs	About 14 measures salt
144 striped shirts	About ½ bushel raw rice
2 chandrapati cambayas	About ½ bushel gram
375 handkerchiefs	About 1½ bushels sulai rice
17 yards white striped cloth	One tin coconut oil
24 yards horox	½ tin kerosine oil
31 yards horox	1 small wooden box
17 yards calico	About 2 bushels green peas
3 rolls calico	About 42 lb. chillies
22 pieces chintz (more or less)	About 2 bushels raw rice
27 cambaya cloths	About 1 cwt. tamarind
26 sarongs	About 1 cwt. onions
2 silk rolls (more or less)	About ½ bushel gram
26 large silk handkerchiefs	2 empty tins
32 white banians	About 6 lb. garlic
33 small coats	1 large bench
1 white towel	2 iron tins
50 handkerchiefs	1 set weights
6 shirts	1 gramophone
3 coats	20 records
1 zinc bucket	1 double-bullock cart bearing No. 343D.
1 brass pot	1 double-bullock cart bearing No. 24F.
1 copper vessel	
1 sauce pan	

Fiscal's Office,
Kandy, May 1, 1917.

A. V. WOUTERSZ,
Deputy Fiscal.

Southern Province.

In the District Court of Galle.

L. M. M. G. Wijesinghe Hamine of Galwehera in
Kosgoda Plaintiff.
No. 14,565. Vs.

Geemuni Adris de Silva of Galwehera Defendant.

NOTICE is hereby given that on Wednesday, May 30, 1917, at 12 noon, will be sold by public auction at the spot the following mortgaged property, viz. :—

(1) The one-fourth lot No. 3 of the land called Munnewa *alias* Munnewebedda, which is a part of the land called Kohilawagura, and which said lot is situated at Magala or Karadeniya, in the Wellaboda pattu of the Galle District, Southern Province; and bounded on the north by lot 1 of the same land, east by land No. 328, south by lot 4 of the same land, and west by Galagawawela and lots 1 and 2 of this land; and containing in extent 10 acres 1 rood and 36½ perches.

Writ amount Rs. 1,464.15, and further interest on Rs. 1,294.25 at 9 per cent. from January 19, 1917.

Fiscal's Office,
Galle, April 26, 1917.

J. A. LOURENSZ,
Deputy Fiscal.

In the District Court of Matara.

Don Davith Weeraratna Jayasuriya of Nupe.... Plaintiff.
No. 6,637. Vs.

Casi Lebbe Marikkar Muhammadu Hanifa of
Kadeweediya Defendant.

NOTICE is hereby given that on Saturday, May 26, 1917, at 3 o'clock in the afternoon, will be sold by public auction at the premises the right, title, and interest of the said defendant, in the following mortgaged property, for the recovery of Rs. 589.84, with legal interest on Rs. 489.99 from September 20, 1915, till payment in full and Fiscal's charges, viz. :—

An undivided 5/6 parts of Nemigahawila, in extent 12 amunams of paddy, situate at Sapugoda, in the Gangaboda pattu of Matara District, Southern Province; and bounded on the north by Mohottigewilahaenna, east by Godellemahaparagaha, south by Bandarahena *alias* Gamaralagehena, and on the west by Pahaladanattewala; valued at Rs. 4,800.

Deputy Fiscal's Office,
Matara, April 26, 1917.

J. R. TOUSSAINT,
Deputy Fiscal.

Northern Province.

In the District Court of Jaffna.

Sinnattambi Subramaniam of Puloly East Plaintiff.
No. 10,241. Vs.

1) Nitchingar Muttusamy and (2) Muttusamy
Tisseveerasingam of Thanakkarakurichehi. Defendants.

NOTICE is hereby given that on Friday, June 1, 1917, at 10 o'clock in the forenoon, will be sold by public auction at the spot the following property, decreed to be sold under the above action, for the recovery of Rs. 415.20, with further interest on Rs. 330 at 12 per cent. per annum from January 13, 1915, till January 12, 1916, provided such further interest does not exceed Rs. 244.80, and on the aggregate at the rate of 9 per cent. per annum from January 12, 1916, until payment in full and costs of suit being Rs. 77.85, and charges and poundage, viz. :—

1. An undivided ½ share of the ground and palmyras, old and young, of a piece of land situated at Thanakkarakurichehi called Thillavalai, containing or reputed to contain in extent 30 lachams of varagu culture; bounded or reputed to be bounded on the east by the property of Ledchumi, wife of Veluppillai, and others, north by the property of Tisseveerasingam, the second defendant and others, west by lane, and on the south by lane and the property of Vallipuram and others.

2. An undivided ½ share, with its appurtenances, of a piece of land situated at Thanakkarakurichehi called Miluthavidanikkuttetku, containing or reputed to contain in extent 60 lachams of paddy culture; bounded or reputed to be bounded on the east by the property of Candiah Veluppillai and others, north by the property of Mappanar Veluppillai and others, west by the property of Allis Sinnappillai and others, and south by the property of Candiah Veluppillai and others.

Fiscal's Office,
Jaffna, May 1, 1917.

S. SABARATNAM,
for Fiscal.

In the District Court of Jaffna.

Aiyampillai Kasippillai of Tellippalai Plaintiff.
No. 11,066. Vs.

(1) Kanthappillai Poothappillai and his wife, (2)
Sinnakkuddippillai, both of Uduvil Defendants.

NOTICE is hereby given that on Friday, June 8, 1917, at 10 o'clock in the forenoon, will be sold by public auction at the spot the right, title, and interest of the said 2nd defendant the following property, for the recovery of Rs. 1,167.46, with further interest on Rs. 800 at the rate of 8 per cent. per annum from January 20, 1916, till payment in full and costs of suit being Rs. 113, and charges and poundage, viz. :—

1. A piece of land situated at Inuvil called Painkiranai, containing or reputed to contain in extent 13 lachams varagu culture, with house, cultivated and spontaneous plants, and share of well standing on the western limit; bounded or reputed to be bounded on the east by bye-lane, north by the property belonging to the heirs of the late Sethu, wife of Thambyah, west by well and the village limit of Uduvil, and on the south by lane of this, the life interest of Teivanai, widow of Chinnappa, in and over a half share is, however, excluded.

2. A piece of land situated at Inuvil called Marattai, containing or reputed to contain in extent 3½ lachams of varagu culture, with share of well standing on the north-western corner; bounded or reputed to be bounded on the east by the property of Nannittambi Visuvalingam, north by the property of Tangappillai, wife of Kandyah, west by the property of Kathirgamar Kandyah, and on the south by the property of the heirs of the late Suppiramaniar Kathirkamar and brother Vannittambi, of this the life interest of Teivanai, widow of Sinnappa, in and over a half share is, however, excluded.

3. A piece of land situated at Inuvil called Marattai, containing or reputed to contain in extent 8½ lachams of varagu culture; bounded or reputed to be bounded on the east by the property of Chellam, widow of Suppiramaniar Kadirgamar, north by the property of Ponnupillai, wife of Chellar, west by the property of Kumaravelu Ponnampalam and Kadirgamar Kantar, and on the south by the property of Chellachchippillai, wife of Ponnar and Tirupattiamma, wife of Pootappillai, of this the life interest of Teivanai, widow of Chinnappa, in and over a half share is, however, excluded.

Fiscal's Office,
Jaffna, April 30, 1917.

S. SABARATNAM,
for Fiscal.

In the District Court of Jaffna.

Kailayar Amarasingam of Allalai Plaintiff.
No. 11,129. Vs.

(1) Veluppillai Sithamparappillai of Chavakachcheri, as administrator *de bonis non* with the will annexed of the late Walliammai, wife of Veluppillai of Chavakachcheri, and as executor of the last will and testament of the late Varittambi Veluppillai of ditto and (2) Annaledchumi, daughter of Veluppillai of ditto, a minor, appearing by her guardian *ad litem* the 1st defendant. Defendants.

NOTICE is hereby given that on Monday, June 11, 1917, at 10 o'clock in the forenoon, will be sold by public auction at the spot the following property, decreed to be sold under the above action, for the recovery of Rs. 1,122.80, with interest on Rs. 600, at the rate of 12 per cent. per annum from February 14, 1916, until payment in full, such interest

not to exceed Rs. 77·20, and costs of suit being Rs. 190·44, and charges and poundage, viz. :—

In a divided 40 lachams paddy culture on the eastern side of a piece of land situated at Chavakachcheri called Uppukkullalaiivaikkalvayal; containing or reputed to contain in extent 95½ lachams paddy culture. The said 40 lachams paddy culture on the eastern side is bounded or reputed to be bounded on the east by the properties belonging to the temple of Kerudavil Kandaswami, situated at Chavakachcheri and Vallippillai, wife of Paramu, and others, north by the property belonging to Teivanaipillai, wife of Talaivasingam, west by the property belonging to Mutiah Mudaliar Talaivasingam, and on the south by the property belonging to Achchikkuddi, wife of Sithamparappillai and brothers.

Fiscal's Office,
Jaffna, April 30, 1917.

S. SABARATNAM,
for Fiscal.

Rs. 4/- In the Court of Requests of Point Pedro.
Sinnathambay Chelliah of Alvai North..... Plaintiff.
No. 17,065. Vs.

Palanippillai Kanthyah of Alvai North..... Defendant.

NOTICE is hereby given that on Wednesday, June 13, 1917, at 10 o'clock in the forenoon, will be sold by public auction at the spot the right, title, and interest of the said defendant the following property, for the recovery of Rs. 182·73, with interest thereon at the rate of 9 per cent. per annum from October 30, 1916, till payment in full and costs Rs. 41·83, and charges and poundage, viz. :—

An undivided 8 lachams of varagu culture of a piece of land situated at Alvai Imaiyanamkurichchi called Ampiyappulam; containing or reputed to contain in extent 13 lachams of varagu culture, with well; bounded or reputed to be bounded on the east by the property of Ramalingam and others, north by the property of Velupillai and others, west by the property of Tinakaripillai and others, and on the south by the property of Kantar and others.

Fiscal's Office,
Jaffna, April 30, 1917.

S. SABARATNAM,
for Fiscal.

Rs. 7/- North-Western Province.

In the District Court of Kurunegala.

Rajaguru Mudiyansele Appuhamy, Korala of Kaluhendiwala, (2) Atapattu Mudiyansele Ukkurala of Kebellawitahena Plaintiffs.

No. 6,298. Vs.

(1) Mannaperuma Mudiyansele Mudalihamy of Kalugomuwa, (2) Illankoon Mudiyansele Kalu Banda of Uhumiya Defendants.

NOTICE is hereby given that on Tuesday, May 29, 1917, commencing at 1 o'clock in the afternoon, will be sold by public auction at the premises the right, title, and interest of the said defendants in the following property, mortgaged by bond No. 16,792, dated June 4, 1914, and attested by M. A. P. Dharmaratne, Notary Public, viz. :—

1. Timbirigahamulawatta, in extent 1 acre 3 roods and 22 perches; situate at Kalugomuwa, in Dewamedi Udukaha korale; bounded on the north by lot 8 C in preliminary plan 405, east by lots 9 and 9H in preliminary plan 405, south by lots 8B5 and 8B4 in preliminary plan 405, and on the west by a road and lot 8C in preliminary plan 405.

2. Timbirimulawatta being lot 9A9 in block survey preliminary plan 405, situate at Kalugomuwa aforesaid, in extent about 4 acres; bounded on the north by Maguruwalpitiya estate of Sipirianu Appuhamy, east by Kirimenika's Meegahamulawatta, south by Kurunnuruwewatta of Kiri Banda and others, and west by Timbirigahamulawatta, No. 1 above mentioned.

3. Rukgollewatta and Godellawatta, both in extent 14 acres 12 roods and 18 perches, situate at Kalugomuwa aforesaid; bounded on the north by lot 8C and block survey preliminary plan 405, east by lot 1 in preliminary plan 405 and described in T. Ps. 72,336 and 270,849, south by lots 59·5A, and 8C in preliminary plan 405, and on the west by lot 8A in preliminary plan 405.

4. Bulugahamulahena, now a garden, in extent about 1 pela kurakkan sowing, situate at Kalugomuwa aforesaid; bounded on the north, south, and west by lands of David de Silva, and on the east by chena belonging to the 1st defendant.

On Wednesday, May 30, 1917, at 1 P.M.

5. An undivided ½ share of Hateliangekumbura, in extent 1 amunam paddy sowing and the pilawa adjoining thereto, in extent 2 lahas of kurakkan sowing; situate at Uhumiya, in Recopattu korale; bounded on the east by Hateliangewatta, south by field and pilawa of Ranhamy and others, west by the jungle fence, and on the north by field of Mudalihamy and others.

6. An undivided ¼ share of Hitinawatta, in extent 7 lahas kurakkan sowing, situate at Uhumiya aforesaid; bounded on the east by Appuhamy's garden, south by the garden of Punchirala and others, west by garden of Appuhamy, Vidane, and others and the roda, and on the north by chena of Ausadahamy and others and the Negombo road.

Amount to be levied Rs. 3,761·75, with legal interest from November 20, 1916, till payment in full.

Fiscal's Office,
Kurunegala, April 30, 1917.

S. D. SAMBASINHE,
Deputy Fiscal.

In the District Court of Colombo.

S. S. R. M. Muthaiya Chetty of Sea street, Colombo Plaintiff.

No. 44,442. Vs.

Seena Mohammadu Salihu of Giriulla, in Katugampola Medapattu korale Defendant.

NOTICE is hereby given that on Monday, June 18, 1917, commencing at 1 o'clock in the afternoon, will be sold by public auction at the premises the right, title, and interest of the said defendant in the following property, viz. :—

1. All that allotment of land called Indigollehena, situate at Athuruwella, in the Katugampola hatpattu in the District of Kurunegala, North-Western Province; bounded on the east by a ditch, south by Kiribandagehena and Unumuwepillewa, west by Pillewawatta, and on the north by the ditch of Kiriagewatta; containing in extent about 2 lahas of kurakkan sowing.

2. An undivided ½ part of the land called Indigollehena, situate at Athuruwella, in the Katugampola hatpattu aforesaid; bounded on the north and east by the Crown jungle, south by ditch of Kiribandagepillewa, and by the ditch belonging to Juwan, and on the west by the property of Mohammadu Salie; containing in extent 4 lahas of kurakkan sowing.

3. An undivided ½ part of the land called Gonnagahamulawatta, situate at Konduruwella, in the Katugampola hatpattu aforesaid; bounded on the north and south by the land belonging to Nilhamy and others, east by a field belonging to Punchi Appuhamy; containing in extent about 3 measures of kurakkan sowing.

4. An undivided ¼ part of the land called Diulgahapitiyawatta, together with the trees and plantations standing thereon, situate at Malgomuwa, in the Katugampola hatpattu aforesaid; bounded on the north by the live fence constructed for separating this portion, east by the land called Arambewela, south by the land of Dingiri Ethana, and on the west by the land of Punchappuhamy; containing in extent about 2 measures of kurakkan sowing.

5. All that just undivided ½ part or share from and out of all that land called and known as Ambalamagawaotarawatta and of all the buildings, plantations, and trees thereon, situated in the village Malgomuwa, in the Katugampola hatpattu aforesaid; which said entire land is bounded on the north by ambalama and high road to Kurunegala, east by paranapara, south by oya, and on the west by oya, agala, and fence in the garden of Pelis Appuhamy; containing in extent ground sufficient to sow 1 laha of kurakkan, more or less, and is according to the new survey plan thereof described as follows :—

An allotment of land called Ambalamagawaotarawatta, situated in the village Malgomuwa aforesaid; bounded on the north-west by high road from Gevilla to Kurunegala, east by Paranapara and garden, south by Maha-oya, and

west by garden of Pelis Appuhamy; containing in extent 1 acre and 8 perches according to the figure of survey dated March 11, 1910, made by D. A. Daniels, Special Licensed Surveyor.

On Wednesday, June 20, 1917, at 1 P.M.

10. (a) All that garden called Dunumadalagahawatta of 5 lahas kurakkan sowing extent, more or less, with the plantations thereon, situate at Barigoda in Yatikaha korale of the Katugampola hatpattu aforesaid; bounded or reputed to be bounded on the east and south by the chena of Mudalali of Colombo, west by a field, and north by Dampitiyawatta.

(b) The garden called Puwakwatta of 5 lahas kurakkan sowing extent, more or less, with the plantations thereon, situated at Barigoda aforesaid; bounded or reputed to be bounded on the east by the chena of Mudalali of Colombo, south by the fence of the chena of Puncha Henaya; west by the garden of Karthan Pulle and others, and north by field; containing in extent 1 acre and 36 perches, respectively.

(c) All that garden called Dampitiyawatta of about 8 lahas of kurakkan sowing extent, with the plantations thereon, situated at Barigoda aforesaid; bounded or reputed to be bounded on the east by the chena of Jacolis, south by Dunumadalagahamulawatta, west by the fence of the garden of Selestinu, and north by high road; containing in extent 6 acres 2 roods and 6 perches.

Amount to be levied Rs. 10,440, with interest on Rs 8,000 at 12 per cent. per annum from February 21, 1916, to June 16, 1916, and thereafter on the aggregate amount at 9 per cent. per annum till payment in full.

Fiscal's Office, S. D. SAMARASINHE,
Kurunegala, April 30, 1917. Deputy Fiscal.

In the District Court of Colombo.

M. R. P. L. Murugappa Chetty of Sea street, in Colombo Plaintiff.

No. 45,102. Vs.

(1) M. M. Mohideen Saibo, (2) M. M. Mohideen Abdul Cader, (3) M. M. Sekkathi, carrying on business in partnership under the name, style, and firm of Meeyanna Moona of Bankshall street, and presently of Kurunegala Defendants.

NOTICE is hereby given that on Friday, June 22, 1917, at 1 o'clock in the afternoon, will be sold by public auction at the premises the right, title, and interest of the said defendants in the following property, viz. :—

1. Ennoruwewatta and Agarehenyaya, in extent 264 acres and 6 perches, situate at Ennoruwa, in Yatikaha korale north; and bounded of the north by the lands bearing Nos. 29, 29A, and 28B appearing in plan No. 966, on the east by the lands bearing Nos. 79A, 79B appearing in plan No. 963 and the cart road, on the south by the lots 81C4, 81CN, 81CV, and 81C1 appearing in plan No. 963, and on the west by the lots Nos. 81C, T81C, E3, 81CD, 122, 81CC, 28D, 81BZ, 81AO, 81AM, 81AD, 81AC, 82A, and 80A and T. P. 267,463, 137,736, and the village limit of Nagolla.

2. Habarewewatta, of 124 acres 2 roods 15 perches in extent, situate at villages Korakahawetiya and Kekunawala in the aforesaid korale; and bounded on the west by the lands claimed by the villagers and ela, and north, south, and east by the lands claimed by the villagers.

3. Ennoruwewatta, Agarehena, a portion of Ginigatwewawatta *alias* Talgahamulawatta, Galagawahena, Etamba-agarehena, Ennoruwewatta, and Agarehenyaya, of 283 acres and 36 perches in extent, situate at villages Ennoruwa, Poogolle, Ennoruwelokurumulla in the aforesaid korale; and bounded on the north by the garden belonging to Muna Muna and the lands belonging to Tikiriappu Naide and others, on the east by the Gansabhawa road, on the south the dewata road leading to Pallewala village and the lands belonging to Wadugedara Appu and others, and on the west by Narangollewatta, the village limit of Kongolla and Henegedara, and the garden belonging to Lebuna.

Amount to be levied Rs. 3,037.83, with legal interest thereon from May 18, 1916, till payment in full and costs of suit.

Fiscal's Office, S. D. SAMARASINHE,
Kurunegala, April 30, 1917. Deputy Fiscal.

In the District Court of Colombo.

S. K. R. S. K. R. Natchiappa Chetty of Sea street, Colombo Plaintiff.

No. 46,027. Vs.

Ravanna Mana Muna Vena Venattitan Chetty of Madampe Defendant.

NOTICE is hereby given that on Tuesday, May 29, 1917, at 11 o'clock in the forenoon, will be sold by public auction at the premises the right, title, and interest of the said defendant in the following property, which has been specially mortgaged, bound, executable, by the decree entered in the above case, viz. :—

An undivided $\frac{1}{2}$ share of all those several allotments of land adjoining each other and forming one property called Karawitakele bearing E 720, D 720, F 720, G 720, H 720, 1720, 8707, the land called Weeralandahenyaya bearing No. 6,437, garden called Veerakata Pelanthapathinchiwinnawatta bearing No. R 6,165, land called Potuwila bearing No. X 617, garden called Tangawatta bearing No. E 616A, garden called Kajugahawatta bearing No. E 618, garden called Kohombagahawatta bearing No. E 616, E land called Veerakele bearing No. E 616K, land called Veerakele bearing No. E 616 I, land called Veerakele bearing No. 6,439, land called Veeralandahenyaya bearing No. E 616J, and land called Karawitakele bearing No. 8,708, situate at Karawita, in Munnessaram pattu of Pitigal korale north, in the District of Chilaw; and bounded on the north by tank called Karawitawewa, east by Karawitawewa, garden belonging to Pika and others, water-course called Potuwela, garden belonging to Sitta and others, and by road, south by road leading to Karawitawewa, and west by Karawitawewa tank; containing in extent 217 acres 1 rood and 8 perches.

Amount to be levied Rs. 27,078.89, with interest on Rs. 20,000 at $11\frac{1}{2}$ per cent. per annum from September 6, 1916, to November 30, 1916, and thereafter further interest on the aggregate amount at 9 per cent. per annum till payment in full and poundage.

Deputy Fiscal's Office, A. V. HERAT,
Chilaw, April 30, 1917. Deputy Fiscal.