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Part II.—Legal.

Separate paging is given to each Part in order that it may be filed separately.

	PAGE		PAGE		PAGE
Draft Ordinances ..	167	Notices from District and Minor Courts ..	192	Notices in Testamentary Actions ..	202
Passed Ordinances ..	—	Notices in Insolvency Cases ..	192	List of Jurors and Assessors ..	—
Notifications of Criminal Sessions of the Supreme Court ..	191	Notices of Fiscals' Sales ..	192	Supreme Court Registry Notices ..	—
				Council of Legal Education Notices ..	—

DRAFT ORDINANCES.

MINUTE.

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

An Ordinance to make provision for giving effect to certain provisions of the Treaty of Peace lately signed at Versailles.

Preamble.

WHEREAS a Treaty of Peace (hereinafter referred to as "The Treaty") was signed at Versailles on the Twenty-eighth day of June, 1919, on behalf of His Majesty :

And whereas His Majesty has been pleased, under and by virtue of the powers conferred on him by the Treaty of Peace Act, 1919, to make the Order in Council set out in the schedule hereto, dealing with the enforcement of certain provisions of the said Treaty in certain parts of His Dominions, including Ceylon :

And whereas provision is made in the said Order in Council for the Legislature of any such part of His Majesty's Dominions making such modifications in the said Order as are necessary to adapt it to the circumstances thereof :

And whereas it is expedient to make certain modifications in the said Order in Council for the purpose of adapting certain of its provisions to the circumstances of 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 Treaty of Peace (Enforcement) Ordinance, No. of 1920."

Establishment of local clearing office.

2 There shall be established in Ceylon a clearing office under the control and management of the Custodian of Enemy Property appointed under the provisions of "The Enemy Firms Liquidation Ordinance, No. 20 of 1916," and there shall be attached thereto such officers and servants as the Governor may determine.

Application of
Order in Council
to the Colony.

3 In applying the said Order in Council to the Colony the following modifications shall be made :—

- (1) In article 1 (ii.) the reference to section 1 of the Trading with the Enemy Act, 1915, shall be taken to be to section 2 of "The Trading with the Enemy Ordinance, No. 20 of 1914";
- (2) In article 1 (iv.) the reference to the Supreme Court shall be taken to be to the District Court of Colombo;
- (3) Offences which under article 1 (vii., viii., xvii.) are directed to be prosecuted summarily may be so prosecuted before a Police Magistrate, and the provisions of section 8 A of "The Interpretation Ordinance, 1901," shall apply to such offences as if the same had been contained in an Ordinance;
- (4) In article 1 (xv.) the reference to a court shall be taken to be to a District Court;
- (5) In article 1 (xvii.) (b) the furnishing, before the said Order in Council comes into operation, of particulars to the Custodian of Enemy Property appointed under the provisions of "The Enemy Firms Liquidation Ordinance, No. 20 of 1916," in accordance with "The Enemy Property Ordinance, No. 23 of 1916," "The Enemy Property (Amendment) Ordinance, No. 5 of 1917," and "The Enemy Property (Amendment) Ordinance, No. 41 of 1917," shall be deemed to have been a compliance with the obligation to furnish the particulars in the said article set forth;
- (6) In article 1 (xvii.) (d) the reference to the Board of Trade shall be taken to be to the Governor in Executive Council, and the reference to section 4 of The Trading with the Enemy (Amendment) Act, 1916, shall be taken to be to section 8 A of "The Enemy Property Ordinance, No. 23 of 1916," as the same is set out in section 3 of Ordinance No. 5 of 1917;
- (7) In article 1 (xxi.) there shall be substituted for the reference to the Patents, Designs, and Trade Marks (Temporary Rules) Act, 1914, and the Patents, Designs, and Trade Marks (Temporary Rules) (Amendment) Act, 1914, a reference to "The Patents, Designs, and Trade Marks (Temporary Rules) Ordinance, No. 10 of 1915," other than sub-section (3) of section 2 thereof;
- (8) In article 1 (xxii.) the reference to the Comptroller-General of Patents and Trade Marks shall, in respect of proceedings relating to Patents, be taken to be to the Registrar as defined in "The Patents Ordinance, 1906," and in respect of proceedings relating to other matters referred to in article 310 of the Treaty be taken to be to the Registrar-General;
- (9) Wherever in article 1 reference is made to the amount of any fine which may be imposed in terms of pounds, it shall be deemed for the purposes of any proceedings taken in the Colony that fifteen rupees are the equivalent of one pound.
- (10) Wherever in the said Order in Council reference is made to the Custodian, such reference shall be taken to be to the Custodian of Enemy Property appointed under "The Enemy Firms Liquidation Ordinance, No. 20 of 1916."

Notification of
commencement
of Order in
Council.

4 The Governor shall, by Proclamation in the "Government Gazette," proclaim the date on which the notification mentioned in article 4 of the said Order in Council is given by His Majesty to Germany, and such date, as and when so proclaimed, shall for all purposes and in all courts be taken to be the date on which such notification as aforesaid was given to Germany.

SCHEDULE.

At the Court at Buckingham Palace, the 18th day of August, 1919.

Present :

THE KING'S MOST EXCELLENT MAJESTY IN COUNCIL.

Whereas at Versailles, on the Twenty-eighth day of June, Nineteen hundred and Nineteen, a Treaty of Peace (hereinafter referred to as "The Treaty") was signed on behalf of His Majesty :

And whereas by the Treaty of Peace Act, 1919, it was provided that His Majesty might make such appointments, establish such offices, make such Orders in Council, and do such things as appeared to him to be necessary for carrying out the Treaty, and for giving effect to any of the provisions of the Treaty, and that any Order in Council made under that Act might provide for the imposition by summary process or otherwise of penalties in respect of breaches of the provisions thereof :

And whereas the Treaty contained the sections set out in the schedule to this Order, and it is expedient that for giving effect to those sections the provisions hereinafter contained should have effect :

And whereas by Treaty grant usage sufferance or other lawful means His Majesty has power and jurisdiction in British Protectorates, and is pleased by virtue and in exercise of the powers vested in Him by the Foreign Jurisdiction Act, 1890, or otherwise to extend the provisions of this Order to such Protectorates :

Now, therefore, His Majesty, by and with the advice of His Privy Council, is pleased to order, and it is hereby ordered, as follows :

1. The sections of the Treaty set out in the schedule to this Act shall have full force and effect as law, and for the purpose of carrying out the said sections the following provisions shall have effect :

(i.) There shall be established in the United Kingdom a Clearing Office under the control and management of such person (hereinafter referred to as the Controller) as the Board of Trade may appoint for the purpose, and there shall be attached thereto such officers and servants as the Board of Trade, subject to the consent of the Treasury as to number, may determine, and there shall be paid to the Controller and to such officers and servants such salaries or other remuneration as the Treasury may determine.

In the event of a local office being established in any part of His Majesty's dominions outside the United Kingdom or in any Protectorate, the provisions relating to the Clearing Office hereinafter contained shall apply thereto for the purpose of the functions authorized to be performed by a local clearing office under paragraph 1 of the annex to Section III. of Part X. of the Treaty.

(ii.) It shall not be lawful for any person to pay or accept payment of any enemy debt, except in cases where recovery thereof in a court of law is allowed as hereinafter provided, otherwise than through the Clearing Office, and no person interested in any such debt as debtor or creditor shall have any communications with any other person interested therein as creditor or debtor except through or by leave of the Clearing Office, and if any person contravenes this provision, he shall be guilty of an offence, and liable to be proceeded against and punished as if he had been guilty of the offence of trading with the enemy, and section 1 of the Trading with the Enemy Act, 1914, shall apply accordingly.

(iii.) It shall not be lawful for any person to take proceedings in any court for the recovery of any enemy debt except in the circumstances provided under paragraphs 16, 23, and 25 of the annex to the said Section III.

(iv.) The Clearing Office shall have power to enforce the payment of any enemy debt against the person by whom the debt is due, together with such interest as is payable under paragraph 22 of the annex to the said Section III., and for that purpose shall have all such rights and powers as if they were the creditor; and if the debt has been admitted by the debtor, or the debt or amount thereof has been found by arbitration or by the Mixed Arbitral Tribunal or by a court of law in manner provided by paragraph 16 of the annex to the said Section III., the Clearing Office may certify the amount so admitted or found due, and on production to the proper officer of the Supreme Court of the part of His Majesty's Dominions or the Protectorate in which the debtor resides of such certificate, the certificate shall be registered by that officer, and shall from the date of such registration be of the same force and effect, and all proceedings may be taken thereon, as if the certificate were a judgment obtained in that court for the recovery of a debt of the amount specified in the certificate and entered upon the date of such registration, and all reasonable costs and charges attendant upon the registration of such certificate shall be recoverable in like manner as if they were part of such judgment.

(v.) It shall be lawful for the Clearing Office to recover from any person by whom a fine is payable under paragraph 10 of the annex to the said Section III. the amount of such fine.

(vi.) It shall be lawful for the Clearing Office to deduct from any sum payable by the Clearing Office to a creditor such commission, not exceeding two and a half per cent. of the amount payable, as may be fixed by the Clearing Office.

(vii.) If any creditor refuses or fails to give such notice or to furnish such documents or information as are mentioned in paragraph 5 of the annex to the said Section III., he shall, on summary conviction, be liable to a fine not exceeding ten pounds.

(viii.) If any person collusively gives notice of or admits any debt which is not due, or furnishes any false information with respect to any debt, he shall, on summary conviction, be liable to a fine not exceeding one hundred pounds, or to imprisonment for a term not exceeding three months, or to both such imprisonment and fine.

(ix.) If His Majesty so agrees with any of the other Allied or Associated Powers, the provisions of this Order, so far as they relate to enemy debts, shall apply to debts due to or from the nationals of that Power resident in any part of His Majesty's Dominions or Protectorates in like manner as they apply to debts due to or from British nationals so resident.

(x.) Proceedings by and on behalf of the Clearing Office may be taken by and in the name of the Controller of the Clearing Office, who may by that name sue and be sued, and costs may be awarded to or against the Controller.

(xi.) Every document purporting to be an order or other instrument issued by the Clearing Office and to be signed by the Controller or by the Secretary or other person authorized by the Controller shall be received in evidence, and shall be deemed to be such order or instrument without further proof, unless the contrary is shown.

(xii.) A certificate signed by the Controller that an order or other instrument purporting to be made or issued by the Clearing Office is so made or issued shall be conclusive evidence of the facts so certified.

(xiii.) The Documentary Evidence Act, 1868, as amended by any subsequent enactment, shall apply to the Clearing Office in like manner as if the Clearing Office were mentioned in the first column of the First Schedule to that Act, and as if the Controller or Secretary of the Clearing Office or any person authorized by the Controller to act on his behalf were mentioned in the second column of that schedule, and as if the regulations referred to in that Act included any documents issued by or on behalf of the Clearing Office.

(xiv.) All decisions of the Mixed Arbitral Tribunal constituted under Section VI. of Part X. of the Treaty, if within the jurisdiction of that tribunal, shall be final and conclusive and binding on all courts.

(xv.) For the purpose of enforcing the attendance of witnesses before the Mixed Arbitral Tribunal wherever sitting, whether within or without His Majesty's Dominions, and compelling the production before the tribunal of documents, a Secretary of State shall have power to issue orders which shall have the like effect as if the proceedings before the tribunal were an action in a court and the order were a formal process issued by that court in the due exercise of its jurisdiction, and shall be enforceable by that court accordingly, and disobedience to any such order shall be punishable as contempt of court.

(xvi.) All property, rights, and interests within His Majesty's Dominions or Protectorates belonging to German nationals at the date when the Treaty comes into force (not being property rights or interests acquired under any general license issued by or on behalf of His Majesty), and the nett proceeds of their sale, liquidation, or other dealings therewith are hereby charged—

(a) In the first place, with payment of the amounts due in respect of claims by British nationals with regard to their property, rights, and interests, including companies and associations in which they are interested in German territory, or debts owing to them by German nationals, and with payment of any compensation awarded by the Mixed Arbitral Tribunal, or by an Arbitrator appointed by that Tribunal in pursuance of paragraph (e) of Article 297, and with payment of claims growing out of acts committed by the German Government or by German authorities since the Thirty-first day of July, and before the Fourth day of August, Nineteen hundred and Fourteen; and

(b) Secondly, with payment of the amounts due in respect of claims by British nationals with regard to their property, rights, and interests in the territories of Austria-Hungary, Bulgaria, and Turkey, in so far as those claims are not otherwise satisfied.

Provided that any particular property, rights, or interests so charged may at any time, if His Majesty thinks fit, be released from the charge so created.

(xvii.) With a view to making effective and enforcing such charge as aforesaid—

- (a) No person shall, without the consent of the Custodian, transfer, part with, or otherwise deal in any property, right, or interest subject to the charge, and if he does so, he shall be liable on summary conviction to a fine not exceeding one hundred pounds, or to imprisonment for a term not exceeding three months, or to both such imprisonment and fine ;
- (b) Every person owning or having the control or management of any property, right, or interest subject to the charge (including where the property, right, or interest consists of shares, stocks, or other securities issued by a company, municipal authority, or other body, or any right or interest therein such company authority or body), shall, unless particulars thereof have already been furnished to the Custodian in accordance with the Trading with the Enemy Acts 1914 to 1918, within one month from the date when this Order comes into operation, by notice in writing, communicate the fact to the Custodian, and shall furnish the Custodian with such particulars in relation thereto as the Custodian may require, and if any person fails to do so, he shall on summary conviction be liable to a fine not exceeding one hundred pounds ;
- (c) Where the property charged consists of inscribed or registered stock, shares, or other securities, any company, municipal authority, or other body by whom the securities were issued or are managed shall, on application being made by the Custodian, enter the Custodian in the books in which the securities are inscribed or registered as the proprietor of the securities subject to the charge, and the Custodian shall, subject to the consent of the Board of Trade, have power to sell or otherwise deal with the securities as proprietor of which he is so registered or inscribed ;
- (d) The Board of Trade may by order vest in the Custodian any property, rights, and interests subject to the charge, or the right to transfer the same, and for that purpose section 4 of the Trading with the Enemy (Amendment) Act, 1916, shall apply as if such property, rights, and interests were property belonging to an enemy or enemy subject ;
- (e) If any person called upon to pay any money or to transfer or otherwise to deal with any property, rights, or interests has reason to suspect that the same are subject to such charge as aforesaid, he shall, before paying, transferring, or dealing with the same, report the matter to the Custodian, and shall comply with any directions that the Custodian may give with respect thereto.

(xviii.) The time at which the period of prescription or limitation of right of action referred to in Article 300 shall begin again to run shall be at the expiration of six months after the coming into force of the Treaty, and the period to be allowed within which presentation of negotiable instruments for acceptance or payment and notice of non-acceptance or non-payment or protest may be made under Article 300 shall be six months from the coming into force of the Treaty.

(xix.) Rules made during the war by any recognized Exchange or Commercial Association providing for the closure of contracts entered into before the war by an enemy and any action taken thereunder are hereby confirmed, subject to the provisos contained in paragraph 4 (a) of the annex to Section V. of Part X. of the Treaty.

(xx.) There shall be imposed on rights of industrial, literary, or artistic property (with the exception of trade marks) acquired before or during the war, or which may be acquired hereafter, by German nationals, such limitations, conditions, or restrictions as the Board of Trade may prescribe, for the purpose, in the manner, in the circumstances, and subject to the limitations contained in Article 306 of the Treaty, and any transfer in whole or in part or other dealing with any rights so acquired as aforesaid effected since the First day of August, Nineteen hundred and Fourteen, shall if and so far as it is inconsistent with any limitations, conditions, or restrictions so imposed be void and of no effect.

(xxi.) So far as may be necessary for the purpose of Article 307 the Patents, Designs, and Trade Marks (Temporary Rules) Act, 1914 (except paragraph (b) of section 1 of the Patents, Designs, and Trade Marks (Temporary Rules) (Amendment) Act, 1914), shall in relation to German nationals continue in force after the Treaty comes into force as if references therein to subjects of a state of war with His Majesty included references to German nationals.

(xxii.) The duly qualified tribunal for the purposes of Article 310 of the Treaty shall be the Comptroller-General of Patents, Designs, and Trade Marks.

2. For the purposes of this Order—

The expression "enemy debt" has the meaning assigned to it by paragraph 2 of the annex to Section III. of Part X. of the Treaty, and includes any sum which under the Treaty is to be treated or dealt with in like manner as an enemy debt :

The expression "nationals" in relation to any State includes the subjects or citizens of that State and any company or corporation incorporated therein according to the law of that State, and in the case of a Protectorate the natives thereof :

The expression "Custodian" means the Custodian of Enemy Property appointed under the Trading with the Enemy (Amendment) Act, 1914.

The Interpretation Act, 1889, applies for the interpretation of this Order in like manner as it applies for the interpretation of an Act of Parliament, and as if this Order were an Act of Parliament.

3. This Order shall apply to the whole of His Majesty's Dominions and Protectorates, except the Dominion of Canada, the Commonwealth of Australia (which for this purpose shall be deemed to include Papua and Norfolk Island), the Union of South Africa, the Dominion of New Zealand, Newfoundland, and India, but in its application to the parts of His Majesty's Dominions outside the United Kingdom and to British Protectorates shall be subject to such modifications as may be made by the Legislatures of those parts or those Protectorates for adapting to the circumstances thereof the provisions of this Order.

Provided that such of the provisions of this Order as give effect to Section III. of Part X. of the Treaty shall not apply to Egypt.

4. This Order shall come into operation on the date when the Treaty of Peace comes into force, but so much of this Order as relates to Section III. of Part X. of the Treaty and the annex to that section shall cease to be in operation after the expiration of one month from the deposit of the ratifications of the Treaty by His Majesty, unless in the meantime the notification referred to in paragraph (e) of Article 296 has been given to Germany by His Majesty.

5. This Order may be cited as the Treaty of Peace Order, 1919.

ALMERIC FITZROY.

SCHEDULE.

Sections III. to VII. of Part X. of the Treaty.

SECTION III.—DEBTS.

ARTICLE 296.

There shall be settled through the intervention of clearing offices to be established by each of the High Contracting Parties within three months of the notification referred to in paragraph (e) hereafter the following classes of pecuniary obligations :

1. Debts payable before the war and due by a national of one of the Contracting Powers, residing within its territory, to a national of an Opposing Power, residing within its territory.

2. Debts which became payable during the war to nationals of one Contracting Power residing within its territory and arose out of transactions or contracts with the nationals of an Opposing Power, resident within its territory, of which the total or partial execution was suspended on account of the declaration of war.

3. Interest which has accrued due before and during the war to a national of one of the Contracting Powers in respect of securities issued by an Opposing Power, provided that the payment of interest on such securities to the nationals of that Power or to neutrals has not been suspended during the war.

4. Capital sums which have become payable before and during the war to nationals of one of the Contracting Powers in respect of securities issued by one of the Opposing Powers, provided that the payment of such capital sums to nationals of that Power or to neutrals has not been suspended during the war.

The proceeds of liquidation of enemy property, rights, and interests mentioned in Section IV. and in the annex thereto will be accounted for through the clearing offices, in the currency and at the rate of exchange hereinafter provided in paragraph (d) and disposed of by them under the conditions provided by the said section and annex.

The settlements provided for in this Article shall be effected according to the following principles and in accordance with the annex to this section :

(a) Each of the High Contracting Parties shall prohibit, as from the coming into force of the present Treaty, both the payment and the acceptance of payment of such debts, and also all communications between the interested parties with regard to the settlement of the said debts otherwise than through the clearing offices.

(b) Each of the High Contracting Parties shall be respectively responsible for the payment of such debts due by its nationals, except in the cases where before the war the debtor was in a state of bankruptcy or failure, or had given formal indication of insolvency or where the debt was due by a company whose business has been liquidated under emergency legislation during the war. Nevertheless, debts due by the inhabitants of territory invaded or occupied by the enemy before the Armistice will not be guaranteed by the States of which those territories form part.

(c) The sums due to the nationals of one of the High Contracting Parties by the nationals of an Opposing State will be debited to the clearing office of the country of the debtor, and paid to the creditor by the clearing office of the country of the creditor.

(d) Debts shall be paid or credited in the currency of such one of the Allied and Associated Powers, their colonies or protectorates or the British Dominions or India, as may be concerned. If the debts are payable in some other currency, they shall be paid or credited, in the currency of the country concerned, whether an Allied or Associated Power, Colony, Protectorate, British Dominion, or India, at the pre-war rate of exchange.

For the purpose of this provision the pre-war rate of exchange shall be defined as the average cable transfer rate prevailing in the Allied or Associated country concerned during the month immediately preceding the outbreak of war between the said country concerned and Germany.

If a contract provides for a fixed rate of exchange governing the conversion of the currency in which the debt is stated into the currency of the Allied or Associated country concerned, then the above provisions concerning the rate of exchange shall not apply.

In the case of new States the currency in which and the rate of exchange at which debts shall be paid or credited shall be determined by the Reparation Commission provided for in Part VIII. (Reparation).

(e) The provisions of this Article and of the annex hereto shall not apply as between Germany on the one hand and any one of the Allied and Associated Powers, their colonies or protectorates, or any one of the British Dominions or India on the other hand, unless within a period of one month from the deposit of the ratifications of the present Treaty by the Power in question, or of the ratification on behalf of such Dominion or of India, notice to that effect is given to Germany by the Government of such Allied or Associated Power or of such Dominion or of India, as the case may be.

(f) The Allied and Associated Powers who have adopted this Article and the annex hereto may agree between themselves to apply them to their respective nationals established in their territory so far as regards matters between their nationals and German nationals. In this case the payments made by application of this provision will be subject to arrangements between the allied and associated clearing offices concerned.

ANNEX.

1. Each of the High Contracting Parties will, within three months from the notification provided for in Article 296, paragraph (e), establish a clearing office for the collection and payment of enemy debts.

Local clearing offices may be established for any particular portion of the territories of the High Contracting Parties. Such local clearing offices may perform all the functions of a central clearing office in their respective districts, except that all transactions with the clearing office in the Opposing State must be effected through the central clearing office.

2. In this annex the pecuniary obligations referred to in the first paragraph of Article 296 are described as "enemy debts," the persons from whom the same are due as "enemy debtors," the persons to whom they are due as "enemy creditors," the clearing office in the country of the creditor is called the "Creditor Clearing Office," and the clearing office in the country of the debtor is called the "Debtor Clearing Office."

3. The High Contracting Parties will subject contraventions of paragraph (a) of Article 296 to the same penalties as are at present provided by their legislation for trading with the enemy.

They will similarly prohibit within their territory all legal process relating to payment of enemy debts, except in accordance with the provisions of this annex.

4. The Government guarantee specified in paragraph (b) of Article 296 shall take effect whenever, for any reason, a debt shall not be recoverable, except in a case where at the date of the outbreak of war the debt was barred by the laws of prescription in force in the country of the debtor, or where the debtor was at that time in a state of bankruptcy or failure or had given formal indication of insolvency, or where the debt was due by a company whose business had been liquidated under emergency legislation during the war. In such case the procedure specified by this annex shall apply to payment of the dividends.

The terms "bankruptcy" and "failure" refer to the application of legislation providing for such juridical conditions. The expression "formal indication of insolvency" bears the same meaning as it has in English law.

5. Creditors shall give notice to the creditor clearing office within six months of its establishment of debts due to them, and shall furnish the clearing office with any documents and information required of them.

The High Contracting Parties will take all suitable measures to trace and punish collusion between enemy creditors and debtors. The clearing offices will communicate to one another any evidence and information which might help the discovery and punishment of such collusion.

The High Contracting Parties will facilitate as much as possible postal and telegraphic communication at the expense of the parties concerned and through the intervention of the clearing offices between debtors and creditors desirous of coming to an agreement as to the amount of their debt.

The creditor clearing office will notify the debtor clearing office of all debts declared to it. The debtor clearing office will, in due course, inform the creditor clearing office which debts are admitted and which debts are contested. In the latter case, the debtor clearing office will give the grounds for the non-admission of debt.

6. When a debt has been admitted, in whole or in part, the debtor clearing office will at once credit the creditor clearing office with the amount admitted, and at the same time notify it of such credit.

7. The debt shall be deemed to be admitted in full and shall be credited forthwith to the creditor clearing office, unless within three months from the receipt of the notification or such longer time as may be agreed to by the creditor clearing office, notice has been given by the debtor clearing office that it is not admitted.

8. When the whole or part of a debt is not admitted the two clearing offices will examine into the matter jointly and will endeavour to bring the parties to an agreement.

9. The creditor clearing office will pay to the individual creditor the sums credited to it out of the funds placed at its disposal by the Government of its country and in accordance with the conditions fixed by the said Government, retaining any sums considered necessary to cover risks, expenses, or commissions.

10. Any person having claimed payment of an enemy debt which is not admitted in whole or in part shall pay to the clearing office, by way of fine, interest at five per cent. on the part not admitted. Any person having unduly refused to admit the whole or part of a debt claimed from him shall pay, by way of fine, interest at five per cent. on the amount with regard to which his refusal shall be disallowed.

Such interest shall run from the date of expiration of the period provided for in paragraph 7 until the date on which the claim shall have been disallowed or the debt paid.

Each clearing office shall, in so far as it is concerned, take steps to collect the fines above provided for, and will be responsible if such fines cannot be collected.

The fines will be credited to the other clearing office, which shall retain them as a contribution towards the cost of carrying out the present provisions.

11. The balance between the clearing offices shall be struck monthly, and the credit balance paid in cash by the debtor State within a week.

Nevertheless, any credit balances which may be due by one or more of the Allied and Associated Powers shall be retained until complete payment shall have been effected of the sums due to the Allied or Associated Powers or their nationals on account of the war.

12. To facilitate discussion between the clearing offices, each of them shall have a representative at the place where the other is established.

13. Except for special reasons, all discussions in regard to claims will, so far as possible, take place at the debtor clearing office.

14. In conformity with Article 296, paragraph (b), the High Contracting Parties are responsible for the payment of the enemy debts owing by their nationals.

The debtor clearing office will therefore credit the creditor clearing office which all debts admitted, even in case of inability to collect them from the individual debtor. The Governments concerned will, nevertheless, invest their respective clearing offices with all necessary powers for the recovery of debts which have been admitted.

As an exception, the admitted debts owing by persons having suffered injury from acts of war shall only be credited to the creditor clearing office when the compensation due to the person concerned in respect of such injury shall have been paid.

15. Each Government will defray the expenses of the clearing office set up in its territory, including the salaries of the staff.

16. Where the two clearing offices are unable to agree whether a debt claimed is due, or in case of a difference between an enemy debtor and an enemy creditor or between the clearing offices, the dispute shall either be referred to arbitration, if the parties so agree under conditions fixed by agreement between them, or referred to the Mixed Arbitral Tribunal provided for in Section VI. hereafter.

At the request of the creditor clearing office the dispute may, however, be submitted to the jurisdiction of the courts of the place of domicile of the debtor.

17. Recovery of sums found by the Mixed Arbitral Tribunal, the court, or the Arbitration Tribunal to be due shall be effected through the clearing offices as if these sums were debts admitted by the debtor clearing office.

18. Each of the Governments concerned shall appoint an agent who will be responsible for the presentation to the Mixed Arbitral Tribunal of the cases conducted on behalf of its clearing office. This agent will exercise a general control over the representatives or counsel employed by its nationals.

Decisions will be arrived at on documentary evidence, but it will be open to the Tribunal to hear the parties in person, or according to their preference by their representatives approved by the two Governments, or by the agent referred to above, who shall be competent to intervene along with the party or to re-open and maintain a claim abandoned by the same.

19. The clearing offices concerned will lay before the Mixed Arbitral Tribunal all the information and documents in their possession, so as to enable the tribunal to decide rapidly on the cases which are brought before it.

20. Where one of the parties concerned appeals against the joint decision of the two clearing offices, he shall make a deposit against the costs, which deposit shall only be refunded when the first judgment is modified in favour of the appellant and in proportion to the success he may attain, his opponent in case of such a refund being required to pay an equivalent proportion of the costs and expenses. Security accepted by the tribunal may be substituted for a deposit.

A fee of five per cent. of the amount in dispute shall be charged in respect of all cases brought before the tribunal. This fee shall, unless the tribunal directs otherwise, be borne by the unsuccessful party. Such fee shall be added to the deposit referred to. It is also independent of the security.

The tribunal may award to one of the parties a sum in respect of the expenses of the proceedings.

Any sum payable under this paragraph shall be credited to the clearing office of the successful party as a separate item.

21. With a view to the rapid settlement of claims, due regard shall be paid in the appointment of all persons connected with the clearing offices or with the Mixed Arbitral Tribunal to their knowledge of the language of the other country concerned. Each of the clearing offices will be at liberty to correspond with the other, and to forward documents in its own language.

22. Subject to any special agreement to the contrary between the Governments concerned, debts shall carry interest in accordance with the following provisions :

Interest shall not be payable on sums of money due by way of dividend, interest, or other periodical payments, which themselves represent interest on capital.

The rate of interest shall be five per cent. per annum except in cases where, by contract, law, or custom, the creditor is entitled to payment of interest at a different rate. In such cases the rate to which he is entitled shall prevail.

Interest shall run from the date of commencement of hostilities (or, if the sum of money to be recovered fell due during the war, from the date at which it fell due) until the sum is credited to the clearing office of the creditor.

Sums due by way of interest shall be treated as debts admitted by the clearing offices, and shall be credited to the creditor clearing office in the same way as such debts.

23. Where by decision of the clearing offices or the Mixed Arbitral Tribunal a claim is held not to fall within Article 296, the creditor shall be at liberty to prosecute the claim before the courts, or to take such other proceedings as may be open to him.

The presentation of a claim to the clearing office suspends the operation of any period of prescription.

24. The High Contracting Parties agree to regard the decisions of the Mixed Arbitral Tribunal as final and conclusive, and to render them binding upon their nationals.

25. In any case where a creditor clearing office declines to notify a claim to the debtor clearing office, or to take any step provided for in this annex, intended to make effective in whole or in part a request of which it has received due notice, the enemy creditor shall be entitled to receive from the clearing office a certificate setting out the amount of the claim, and shall then be entitled to prosecute the claim before the courts or to take such other proceedings as may be open to him.

SECTION IV.—PROPERTY, RIGHTS, AND INTERESTS.

ARTICLE 297.

The question of private property, rights, and interests in an enemy country shall be settled according to the principles laid down in this section, and to the provisions of the annex hereto.

(a) The exceptional war measures and measures of transfer (defined in paragraph 3 of the annex hereto) taken by Germany with respect to the property, rights, and interests of nationals of Allied or Associated Powers, including companies and associations in which they are interested, when liquidation has not been completed, shall be immediately discontinued or stayed, and the property, rights, and interests concerned restored to their owners, who shall enjoy full rights therein in accordance with the provisions of Article 298.

(b) Subject to any contrary stipulations which may be provided for in the present Treaty, the Allied and Associated Powers reserve the right to retain and liquidate all property, rights, and interests belonging at the date of the coming into force of the present Treaty to German nationals, or companies controlled by them, within their territories, colonies, possessions, and protectorates, including territories ceded to them by the present Treaty.

The liquidation shall be carried out in accordance with the laws of the Allied or Associated State concerned, and the German owner shall not be able to dispose of such property, rights, or interests, nor to subject them to any charge without the consent of that State.

German nationals who acquire, *ipso facto*, the nationality of an Allied or Associated Power in accordance with the provisions of the present Treaty will not be considered as German nationals within the meaning of this paragraph.

(c) The price or the amount of compensation in respect of the exercise of the right referred to in the preceding paragraph (b) will be fixed in accordance with the methods of sale or valuation adopted by the laws of the country in which the property has been retained or liquidated.

(d) As between the Allied and Associated Powers or their nationals on the one hand and Germany or her nationals on the other hand, all the exceptional war measures, or measures of transfer, or acts done or to be done in execution of such measures as defined in paragraphs 1 and 3 of the annex hereto shall be considered as final and binding upon all persons except as regards the reservations laid down in the present Treaty.

(e) The nationals of Allied and Associated Powers shall be entitled to compensation in respect of damage or injury inflicted upon their property, rights, or interests, including any company or association in which they are interested, in German territory as it existed on August, 1, 1914, by the application either of the exceptional war measures or measures of transfer mentioned in paragraphs 1 and 3 of the annex hereto. The claims made in this respect by such nationals shall be investigated, and the total of the compensation shall be determined by the Mixed Arbitral

Tribunal provided for in Section VI. or by an arbitrator appointed by that tribunal. This compensation shall be borne by Germany, and may be charged upon the property of German nationals within the territory or under the control of the claimant's State. This property may be constituted as a pledge for enemy liabilities under the conditions fixed by paragraph 4 of the annex hereto. The payment of this compensation may be made by the Allied or Associated State, and the amount will be debited to Germany.

(f) Whenever a national of an Allied or Associated Power is entitled to property which has been subjected to a measure of transfer in German territory and expresses a desire for its restitution, his claim for compensation in accordance with paragraph (e) shall be satisfied by the restitution of the said property if it still exists in specie.

In such case Germany shall take all necessary steps to restore the evicted owner to the possession of his property, free from all encumbrances or burdens with which it may have been charged after the liquidation, and to indemnify all third parties injured by the restitution.

If the restitution provided for in this paragraph cannot be effected, private agreements arranged by the intermediation of the Powers concerned or the clearing offices provided for in the annex to Section III. may be made, in order to secure that the national of the Allied or Associated Power may secure compensation for the injury referred to in paragraph (e) by the grant of advantages or equivalents which he agrees to accept in place of the property, rights, or interests of which he was deprived.

Through restitution in accordance with this Article, the price or the amount of compensation fixed by the application of paragraph (e) will be reduced by the actual value of the property restored, account being taken of compensation in respect of loss of use or deterioration.

(g) The rights conferred by paragraph (f) are reserved to owners who are nationals of Allied or Associated Powers within whose territory legislative measures prescribing the general liquidation of enemy property, rights, or interests were not applied before the signature of the Armistice.

(h) Except in cases where, by application of paragraph (f), restitutions in specie have been made, the nett proceeds of sales of enemy property, rights, or interests, wherever situated, carried out either by virtue of war legislation, or by application of this Article, and in general all cash assets of enemies, shall be dealt with as follows:

(1) As regards Powers adopting Section III. and the annex thereto, the said proceeds and cash assets shall be credited to the Power of which the owner is a national, through the clearing office established thereunder; any credit balance in favour of Germany resulting therefrom shall be dealt with as provided in Article 243.

(2) As regards Powers not adopting Section III. and the annex thereto, the proceeds of the property, rights, and interests, and the cash assets of the nationals of Allied or Associated Powers held by Germany shall be paid immediately to the person entitled thereto or to his Government; the proceeds of the property, rights, and interests, and the cash assets of German nationals received by an Allied or Associated Power shall be subject to disposal by such Power in accordance with its laws and regulations, and may be applied in payment of the claims and debts defined by this Article or paragraph 4 of the annex hereto. Any property, rights, and interests or proceeds thereof or cash assets not used as above provided may be retained by the said Allied or Associated Power, and if retained, the cash value thereof shall be dealt with as provided in Article 243.

In the case of liquidations effected in new States which are signatories of the present Treaty as Allied and Associated Powers, or in States which are not entitled to share in the reparation payments to be made by Germany, the proceeds of liquidations effected by such States shall, subject to the rights of the Reparation Commission under the present Treaty, particularly under Articles 235 and 260, be paid direct to the owner. If on the application of that owner the Mixed Arbitral Tribunal provided for by Section VI. of this part or an arbitrator appointed by that tribunal is satisfied that the conditions of the sale or measures taken by the Government of the State in question outside its general legislation were unfairly prejudicial to the price obtained, they shall have discretion to award to the owner equitable compensation to be paid by that State.

(i) Germany undertakes to compensate its nationals in respect of the sale or retention of their property, rights, or interests in Allied or Associated States.

(j) The amount of all taxes and imposts upon capital levied or to be levied by Germany on the property, rights, and interests of the nationals of the Allied or Associated Powers from November

11, 1918, until three months from the coming into force of the present Treaty, or, in the case of property, rights, or interests which have been subjected to exceptional measures of war, until restitution, in accordance with the present Treaty, shall be restored to the owners.

ARTICLE 298.

Germany undertakes, with regard to the property, rights, and interests, including companies and associations in which they were interested, restored to nationals of Allied and Associated Powers in accordance with the provisions of Article 297, paragraph (a) or (f)—

- (a) To restore and maintain, except as expressly provided in the present Treaty, the property, rights, and interests of the nationals of Allied or Associated Powers in the legal position obtaining in respect of the property, rights, and interests of German nationals under the laws in force before the war ;
- (b) Not to subject the property, rights, or interests of the nationals of the Allied or Associated Powers to any measures in derogation of property rights, which are not applied equally to the property, rights, and interests of German nationals, and to pay adequate compensation in the event of the application of these measures.

ANNEX.

1. In accordance with the provisions of Article 297, paragraph (d), the validity of vesting orders and of orders for the winding up of businesses or companies, and of any other orders, directions, decisions, or instructions of any court or any department of the Government of any of the High Contracting Parties made or given, or purporting to be made or given, in pursuance of war legislation with regard to enemy property, rights, and interests is confirmed. The interests of all persons shall be regarded as having been effectively dealt with by any order, direction, decision, or instruction dealing with property in which they may be interested, whether or not such interests are specifically mentioned in the order, direction, decision, or instruction. No question shall be raised as to the regularity of a transfer of any property, rights, or interests dealt with in pursuance of any such order, direction, decision, or instruction. Every action taken with regard to any property, business, or company, whether as regards its investigation, sequestration, compulsory administration, use, requisition, supervision, or winding up, the sale or management of property, rights, or interests, the collection or discharge of debts, the payment of costs, charges, or expenses, or any other matter whatsoever, in pursuance of orders, directions, decisions, or instructions of any court or of any department of the Government of any of the High Contracting Parties made or given, or purporting to be made or given, in pursuance of war legislation with regard to enemy property, rights, or interests, is confirmed. Provided that the provisions of this paragraph shall not be held to prejudice the titles to property heretofore acquired in good faith and for value and in accordance with the laws of the country in which the property is situated by nationals of the Allied and Associated Powers.

The provisions of this paragraph do not apply to such of the above-mentioned measures as have been taken by the German authorities in invaded or occupied territory, nor to such of the above-mentioned measures as have been taken by Germany or the German authorities since November 11, 1918, all of which shall be void.

2. No claim or action shall be made or brought against any Allied or Associated Power or against any person acting on behalf of or under the direction of any legal authority or department of the Government of such a Power by Germany or by any German national wherever resident in respect of any act or omission with regard to his property, rights, or interests during the war, or in preparation for the war. Similarly, no claim or action shall be made or brought against any person in respect of any act or omission under or in accordance with the exceptional war measures, laws, or regulations of any Allied or Associated Power.

3. In Article 297 and this annex the expression "exceptional war measures" includes measures of all kinds, legislative, administrative, judicial, or others, that have been taken or will be taken hereafter with regard to enemy property, and which have had or will have the effect of removing from the proprietors the power of disposition over their property, though without affecting the ownership, such as measures of supervision, of compulsory administration, and of sequestration; or measures which have had or will have as an object the seizure of, the use of, or the interference with enemy assets for whatsoever motive, under

whatsoever form, or in whatsoever place. Acts in the execution of these measures include all detentions, instructions, orders, or decrees of Government departments or courts applying these measures to enemy property, as well as acts performed by any person connected with the administration or the supervision of enemy property, such as the payment of debts, the collecting of credits, the payment of any costs, charges, or expenses, or the collecting of fees.

Measures of transfer are those which have affected or will affect the ownership of enemy property by transferring it in whole or in part to a person other than the enemy owner, and without his consent, such as measures directing sale, liquidation, or devolution of ownership in enemy property, or the cancelling of titles or securities.

4. All property, rights, and interests of German nationals within the territory of any Allied or Associated Power, and the nett proceeds of their sale, liquidation, or other dealing therewith may be charged by that Allied or Associated Power, in the first place, with payment of amounts due in respect of claims by the nationals of that Allied or Associated Power with regard to their property, rights, and interests, including companies and associations in which they are interested, in German territory, or debts owing to them by German nationals, and with payment of claims growing out of acts committed by the German Government or by any German authorities since July 31, 1914, and before that Allied or Associated Power entered into the war. The amount of such claims may be assessed by an arbitrator appointed by Mr. Gustave Ador, if he is willing, or, if no such appointment is made by him, by an arbitrator appointed by the Mixed Arbitral Tribunal provided for in Section VI. They may be charged, in the second place, with payment of the amounts due in respect of claims by the nationals of such Allied or Associated Power with regard to their property, rights, and interests in the territory of other enemy Powers, in so far as those claims are otherwise unsatisfied.

5. Notwithstanding the provisions of Article 297, where immediately before the outbreak of war a company incorporated in an Allied or Associated State had rights in common with a company controlled by it and incorporated in Germany to the use of trade marks in third countries, or enjoyed the use in common with such company of unique means of reproduction of goods or articles for sale in third countries, the former company shall alone have the right to use these trade marks in third countries to the exclusion of the German company, and these unique means of reproduction shall be handed over to the former company, notwithstanding any action under German war legislation with regard to the latter company or its business, industrial property, or shares. Nevertheless, the former company, if requested, shall deliver to the latter company derivative copies permitting the continuation of reproduction of articles for use within German territory.

6. Up to the time when restitution is carried out in accordance with Article 297, Germany is responsible for the conservation of property, rights, and interests of the nationals of Allied or Associated Powers, including companies and associations in which they are interested, that have been subjected by her to exceptional war measures.

7. Within one year from the coming into force of the present Treaty the Allied or Associated Powers will specify the property, rights, and interests over which they intend to exercise the right provided in Article 297, paragraph (f).

8. The restitution provided in Article 297 will be carried out by order of the German Government or of the authorities which have been substituted for it. Detailed accounts of the action of administrators shall be furnished to the interested persons by the German authorities upon request, which may be made at any time after the coming into force of the present Treaty.

9. Until completion of the liquidation provided for by Article 297, paragraph (b), the property, rights, and interests of German nationals will continue to be subject to exceptional war measures that have been or will be taken with regard to them.

10. Germany will, within six months from the coming into force of the present Treaty, deliver to each Allied or Associated Power all securities, certificates, deeds, or other documents of title held by its nationals, and relating to property, rights, or interests situated in the territory of that Allied or Associated Power, including any shares, stock, debentures, debenture stock, or other obligations of any company incorporated in accordance with the laws of that Power.

Germany will at any time on demand of any Allied or Associated Power furnish such information as may be required with regard to the property, rights, and interests of German nationals

within the territory of such Allied or Associated Power, or with regard to any transaction concerning such property, rights, or interests effected since July 1, 1914.

11. The expression "cash assets" includes all deposits or funds established before or after the declaration of war, as well as all assets coming from deposits, revenues, or profits collected by administrators, sequestrators, or others from funds placed on deposit or otherwise, but does not include sums belonging to the Allied or Associated Powers or to their component States, Provinces, or Municipalities.

12. All investments wheresoever effected with the cash assets of nationals of the High Contracting Parties, including companies and associations in which such nationals were interested, by persons responsible for the administration of enemy properties or having control over such administration, or by order of such persons or of any authority whatsoever, shall be annulled. These cash assets shall be accounted for irrespective of any such investment.

13. Within one month from the coming into force of the present Treaty, or on demand at any time, Germany will deliver to the Allied and Associated Powers all accounts, vouchers, records, documents, and information of any kind which may be within German territory, and which concern the property, rights, and interests of the nationals of those Powers, including companies and associations in which they are interested, that have been subjected to an exceptional war measure, or to a measure of transfer either in German territory or in territory occupied by Germany or her allies.

The controllers, supervisors, managers, administrators, sequestrators, liquidators, and receivers shall be personally responsible under guarantee of the German Government for the immediate delivery in full of these accounts and documents, and for their accuracy.

14. The provisions of Article 297 and this annex relating to property, rights, and interests in an enemy country, and the proceeds of the liquidation thereof, apply to debts, credits, and accounts, Section III. regulating only the method of payment.

In the settlement of matters provided for in Article 297 between Germany and the Allied or Associated States, their colonies or protectorates, or any one of the British Dominions or India, in respect of any of which a declaration shall not have been made that they adopt Section III., and between their respective nationals the provisions of Section III. respecting the currency in which payment is to be made and the rate of exchange and of interest shall apply, unless the Government of the Allied or Associated Power concerned shall, within six months of the coming into force of the present Treaty, notify Germany that the said provisions are not to be applied.

15. The provisions of Article 297 and this annex apply to industrial, literary, and artistic property which has been or will be dealt with in the liquidation of property, rights, interests, companies or businesses under war legislation by the Allied or Associated Powers, or in accordance with the stipulations of Article 297, paragraph (b).

SECTION V.—CONTRACTS, PRESCRIPTIONS,

JUDGMENTS.

ARTICLE 299.

(a) Any contract concluded between enemies shall be regarded as having been dissolved as from the time when any two of the parties became enemies, except in respect of any debt or other pecuniary obligation arising out of any act done or money paid thereunder, and subject to the exceptions and special rules with regard to particular contracts or classes of contracts contained herein or in the annex hereto.

(b) Any contract, of which the execution shall be required in the general interest within six months from the date of the coming into force of the present Treaty, by the Allied or Associated Governments of which one of the parties is a national, shall be excepted from dissolution under this Article.

When the execution of the contract thus kept alive would, owing to the alteration of trade conditions, cause one of the parties substantial prejudice, the Mixed Arbitral Tribunal provided for by Section VI. shall be empowered to grant to the prejudiced party equitable compensation.

(c) Having regard to the provisions of the constitution and law of the United States of America, of Brazil, and of Japan, neither the present Article, nor Article 300, nor the annex hereto shall apply to contracts made between nationals of these States and German nationals; nor shall Article 305 apply to the United States of America or its nationals.

(d) The present article and the annex hereto shall not apply to contracts the parties to which became enemies by reason of one or them being an inhabitant of territory of which the sovereignty has been transferred, if such party shall acquire under the present Treaty the nationality of an Allied or Associated Power, nor shall they apply to contracts between nationals of the Allied and Associated Powers between whom trading has been prohibited by reason of one of the parties being in Allied or Associated territory in the occupation of the enemy.

(e) Nothing in the present article or the annex hereto shall be deemed to invalidate a transaction lawfully carried out in accordance with a contract between enemies if it has been carried out with authority of one of the belligerent Powers.

ARTICLE 300.

(a) All periods of prescription, or limitation of right of action, whether they began to run before or after the outbreak of war, shall be treated in the territory of the High Contracting Parties, so far as regards relations between enemies as having been suspended for the duration of the war. They shall begin to run again at earliest three months after the coming into force of the present Treaty. This provision shall apply to the period prescribed for the presentation of interest or dividend coupons or for the presentation for repayment of securities drawn for repayment or repayable on any other ground.

(b) Where, on account of failure to perform any act or comply with any formality during the war, measures of execution have been taken in German territory to the prejudice of a national of an Allied or Associated Power, the claim of such national shall, if the matter does not fall within the competence of the courts of an Allied or Associated Power, be heard by the Mixed Arbitral Tribunal provided for by Section VI.

(c) Upon the application of any interested person who is a national of an Allied or Associated Power, the Mixed Arbitral Tribunal shall order the restoration of the rights which have been prejudiced by the measures of execution referred to in paragraph (b), wherever, having regard to the particular circumstances of the case, such restoration is equitable and possible.

If such restoration is inequitable or impossible, the Mixed Arbitral Tribunal may grant compensation to the prejudiced party to be paid by the German Government.

(d) Where a contract between enemies has been dissolved by reason either of failure on the part of either party to carry out its provisions or of the exercise of a right stipulated in the contract itself, the party prejudiced may apply to the Mixed Arbitral Tribunal for relief. The tribunal will have the powers provided for in paragraph (c).

(e) The provisions of the preceding paragraphs of this article shall apply to the nationals of Allied and Associated Powers who have been prejudiced by reason of measures referred to above taken by Germany in invaded or occupied territory, if they have not been otherwise compensated.

(f) Germany shall compensate any third party who may be prejudiced by any restitution or restoration ordered by the Mixed Arbitral Tribunal under the provisions of the preceding paragraphs of this article.

(g) As regards negotiable instruments, the period of three months provided under paragraph (a) shall commence as from the date on which any exceptional regulations applied in the territories of the interested Power with regard to negotiable instruments shall have definitely ceased to have force.

ARTICLE 301.

As between enemies no negotiable instrument made before the war shall be deemed to have become invalid by reason only of failure within the required time to present the instrument for acceptance or payment or to give notice of non-acceptance or non-payment of drawers or indorsers or to protest the instrument, nor by reason of failure to complete any formality during the war.

Where the period within which a negotiable instrument should have been presented for acceptance or for payment, or within which notice of non-acceptance or non-payment should have been given to the drawer or indorser, or within which the instrument should have been protested has elapsed during the war, and the party who should have presented or protested the instrument or have given notice of non-acceptance or non-payment has failed to do so during the war, a period of not less than three months from the coming into force of the present Treaty shall be allowed within which presentation, notice of non-acceptance, or non-payment or protest may be made.

ARTICLE 302.

Judgments given by the courts of an Allied or Associated Power in all cases which, under the present Treaty, they are competent to decide, shall be recognized in Germany as final, and shall be enforced without it being necessary to have them declared executory.

If a judgment in respect of any dispute which may have arisen has been given during the war by a German court against a national of an Allied or Associated State in a case in which he was not able to make his defence, the Allied and Associated national who has suffered prejudice thereby shall be entitled to recover compensation, to be fixed by the Mixed Arbitral Tribunal provided for in Section VI.

At the instance of the national of the Allied or Associated Power the compensation above mentioned may, upon order to that effect of the Mixed Arbitral Tribunal, be effected where it is possible by replacing the parties in the situation which they occupied before the judgment was given by the German court.

The above compensation may likewise be obtained before the Mixed Arbitral Tribunal by the nationals of Allied or Associated Powers who have suffered prejudice by judicial measures taken in invaded or occupied territories, if they have not been otherwise compensated.

ARTICLE 303.

For the purpose of Sections III, IV, V, and VII, the expression "during the war" means for each Allied or Associated Power the period between the commencement of the state of war between that Power and Germany and the coming into force of the present Treaty.

ANNEX.

I.—GENERAL PROVISIONS.

1. Within the meaning of Articles 299, 300, and 301 the parties to a contract shall be regarded as enemies when trading between them shall have been prohibited by or otherwise became unlawful under laws, orders, or regulations to which one of those parties was subject. They shall be deemed to have become enemies from the date when such trading was prohibited or otherwise became unlawful.

2. The following classes of contracts are excepted from dissolution by Article 299 and, without prejudice to the rights contained in Article 297 (b) of Section IV., remain in force subject to the application of domestic laws, orders, or regulations made during the war by the Allied and Associated Powers, and subject to the terms of the contracts :—

- (a) Contracts having for their object the transfer of estates or of real or personal property where the property therein had passed or the object had been delivered before the parties became enemies ;
- (b) Leases and agreements for leases of land and houses ;
- (c) Contracts of mortgage, pledge, or lien ;
- (d) Concessions concerning mines, quarries, or deposits ;
- (e) Contracts between individuals or companies and States, provinces, municipalities, or other similar juridical persons charged with administrative functions and concessions granted by States, provinces, municipalities, or other similar juridical persons charged with administrative functions.

3. If the provisions of a contract are in part dissolved under Article 299, the remaining provisions of that contract shall, subject to the same application of domestic laws as is provided for in paragraph 2, continue in force if they are severable, but where they are not severable the contract shall be deemed to have been dissolved in its entirety.

II.—PROVISIONS RELATING TO CERTAIN CLASSES OF CONTRACTS.

Stock Exchange and Commercial Exchange Contracts.

4. (a) Rules made during the war by any recognized Exchange or Commercial Association providing for the closure of contracts entered into before the war by an enemy are confirmed by the High Contracting Parties, as also any action taken thereunder, provided—

- (i.) That the contract was expressed to be made subject to the rules of the Exchange or Association in question.
- (ii.) That the rules applied to all persons concerned.
- (iii.) That the conditions attaching to the closure were fair and reasonable.

(b) The preceding paragraph shall not apply to rules made during the occupation by Exchanges or Commercial Associations in the districts occupied by the enemy.

(c) The closure of contracts relating to cotton "futures," which were closed as on July 31, 1914, under the decision of the Liverpool Cotton Association is also confirmed.

Security.

5. The sale of a security held for an unpaid debt owing by an enemy shall be deemed to have been valid irrespective of notice to the owner if the creditor acted in good faith and with reasonable care and prudence, and no claim by the debtor on the ground of such sale shall be admitted.

This stipulation shall not apply to any sale of securities effected by an enemy during the occupation in regions invaded or occupied by the enemy.

Negotiable Instruments.

6. As regards Powers which adopt Section III. and the annex thereto the pecuniary obligations existing between enemies and resulting from the issue of negotiable instruments shall be adjusted in conformity with the said annex by the instrumentality of the clearing offices, which shall assume the rights of the holder as regards the various remedies open to him.

7. If a person has either before or during the war become liable upon a negotiable instrument in accordance with an undertaking given to him by a person who has subsequently become an enemy, the latter shall remain liable to indemnify the former in respect of his liability notwithstanding the outbreak of war.

III.—CONTRACTS OF INSURANCE.

8. Contracts of insurance entered into by any person with another person who subsequently became an enemy will be dealt with in accordance with the following paragraphs:—

Fire Insurance.

9. Contracts for the insurance of property against fire entered into by a person interested in such property with another person who subsequently became an enemy shall not be deemed to have been dissolved by the outbreak of war, or by the fact of the person becoming an enemy, or on account of the failure during the war and for a period of three months thereafter to perform his obligations under the contract, but they shall be dissolved at the date when the annual premium becomes payable for the first time after the expiration of a period of three months after the coming into force of the present Treaty.

A settlement shall be effected of unpaid premiums which became due during the war, or of claims for losses which occurred during the war.

10. Where by administrative or legislative action an insurance against fire effected before the war has been transferred during the war from the original to another insurer, the transfer will be recognized and the liability of the original insurer will be deemed to have ceased as from the date of the transfer. The original insurer will, however, be entitled to receive on demand full information as to the terms of the transfer, and if it should appear that these terms were not equitable, they shall be amended so far as may be necessary to render them equitable.

Furthermore, the insured shall, subject to the concurrence of the original insurer, be entitled to re-transfer the contract to the original insurer as from the date of the demand.

Life Insurance.

11. Contracts of life insurance entered into between an insurer and a person who subsequently became an enemy shall not be deemed to have been dissolved by the outbreak of war, or by the fact of the person becoming an enemy.

Any sum which during the war became due upon a contract deemed not to have been dissolved under the preceding provision shall be recoverable after the war, with the addition of interest at five per cent. per annum from the date of its becoming due up to the day of payment.

Where the contract has lapsed during the war owing to non-payment of premiums, or has become void from breach of the conditions of the contract, the assured or his representatives or the persons entitled shall have the right at any time within twelve months of the coming into force of the present Treaty to claim from the insurer the surrender value of the policy at the date of its lapse or avoidance.

Where the contract has lapsed during the war owing to non-payment of premiums, the payment of which has been prevented by the enforcement of measures of war, the assured or his representative or the persons entitled shall have the right to restore the contract on payment of the premiums with interest at five per cent. per annum within three months from the coming into force of the present Treaty.

12. Any Allied or Associated Power may within three months of the coming into force of the present Treaty cancel all the contracts of insurance running between a German insurance company and its nationals under conditions which shall protect its nationals from any prejudice.

To this end the German insurance company will hand over to the Allied or Associated Government concerned the proportion of its assets attributable to the policies so cancelled, and will be relieved from all liability in respect of such policies. The assets to be handed over shall be determined by an actuary appointed by the Mixed Arbitral Tribunal.

13. Where contracts of life insurance have been entered into by a local branch of an insurance company established in a country which subsequently became an enemy country, the contract shall, in the absence of any stipulation to the contrary in the contract itself, be governed by the local law, but the insurer shall be entitled to demand from the insured or his representatives the refund of sums paid on claims made or enforced under measures taken during the war, if the making or enforcement of such claims was not in accordance with the terms of the contract itself, or was not consistent with the laws or treaties existing at the time when it was entered into.

14. In any case whereby the law applicable to the contract the insurer remains bound by the contract, notwithstanding the non-payment of premiums, until notice is given to the insured of the termination of the contract, he shall be entitled, where the giving of such notice was prevented by the war, to recover the unpaid premiums with interest at five per cent. per annum from the insured.

15. Insurance contracts shall be considered as contracts of life assurance for the purpose of paragraphs 11 to 14 when they depend on the probabilities of human life combined with the rate of interest for the calculation of the reciprocal engagements between the two parties.

Marine Insurance.

16. Contracts of marine insurance, including time policies and voyage policies entered into between an insurer and a person who subsequently became an enemy, shall be deemed to have been dissolved on his becoming an enemy, except in cases where the risk undertaken in the contract had attached before he became an enemy.

Where the risk had not attached, money paid by way of premium or otherwise shall be recoverable from the insurer.

Where the risk had attached effect shall be given to the contract, notwithstanding the party becoming an enemy, and sums due under the contract either by way of premiums or in respect of losses shall be recoverable after the coming into force of the present Treaty.

In the event of any agreement being come to for the payment of interest on sums due before the war to or by the nationals of States which have been at war and recovered after the war, such interest shall, in the case of losses recoverable under contracts of marine insurance, run from the expiration of a period of one year from the date of the loss.

17. No contract of marine insurance with an insured person who subsequently became an enemy shall be deemed to cover losses due to belligerent action by the Power of which the insurer was a national or by the allies or associates of such Power.

18. Where it is shown that a person who had before the war entered into a contract of marine insurance with an insurer who subsequently became an enemy entered after the outbreak of war into a new contract covering the same risk with an insurer who was not an enemy, the new contract shall be deemed to be substituted for the original contract as from the date when it was entered into, and the premiums payable shall be adjusted on the basis of the original insurer having remained liable on the contract only up till the time when the new contract was entered into.

Other Insurances.

19. Contracts of insurance entered into before the war between an insurer and a person who subsequently became an enemy, other than contracts dealt with in paragraphs 9 to 18,

shall be treated in all respects on the same footing as contracts of fire insurance between the same persons would be dealt with under the said paragraphs.

Re-insurance.

20. All treaties of re-insurance with a person who became an enemy shall be regarded as having been abrogated by the person becoming an enemy, but without prejudice in the case of life or marine risks which had attached before the war to the right to recover payment after the war for sums due in respect of such risks.

Nevertheless if, owing to invasion, it has been impossible for the re-insured to find another re-insurer, the treaty shall remain in force until three months after the coming into force of the present treaty.

Where a re-insurance treaty becomes void under this paragraph, there shall be an adjustment of accounts between the parties in respect both of premiums paid and payable and of liabilities for losses in respect of life or marine risk which had attached before the war. In the case of risks other than those mentioned in paragraphs 11 to 18, the adjustment of accounts shall be made as at the date of the parties becoming enemies without regard to claims for losses which may have occurred since that date.

21. The provisions of the preceding paragraph will extend equally to re-insurances existing at the date of the parties becoming enemies of particular risks undertaken by the insurer in a contract of insurance against any risks other than life or marine risks.

22. Re-insurance of life risks effected by particular contracts and not under any general treaty remain in force.

The provisions of paragraph 12 apply to treaties of re-insurance of life insurance contracts in which enemy companies are the re-insurers.

23. In case of a re-insurance effected before the war of a contract of marine insurance, the cession of a risk which had been ceded to the re-insurer shall, if it had attached before the outbreak of war remain valid and effect be given to the contract, notwithstanding the outbreak of war; sums due under the contract or re-insurance in respect either of premiums or of losses shall be recoverable after the war.

24. The provisions of paragraphs 17 and 18 and the last part of paragraph 16 shall apply to contracts for the re-insurance of marine risks.

SECTION VI.—MIXED ARBITRAL TRIBUNAL.

ARTICLE 304.

(a) Within three months from the date of the coming into force of the present Treaty, a Mixed Arbitral Tribunal shall be established between each of the Allied and Associated Powers on the one hand and Germany on the other hand. Each such Tribunal shall consist of three members. Each of the Governments concerned shall appoint one of these members. The President shall be chosen by agreement between the two Governments concerned.

In case of failure to reach agreement, the President of the Tribunal and two other persons, either of whom may in case of need take his place, shall be chosen by the Council of the League of Nations, or, until this is set up, by M. Gustave Ador if he is willing. These persons shall be nationals of Powers that have remained neutral during the war.

If any Government does not proceed within a period of one month in case there is a vacancy to appoint a member of the Tribunal, such member shall be chosen by the other Government from the two persons mentioned above other than the President.

The decision of the majority of the members of the Tribunal shall be the decision of the Tribunal.

(b) The Mixed Arbitral Tribunals established pursuant to paragraph (a) shall decide all questions within their competence under Sections III., IV., V. and VII.

In addition, all questions, whatsoever their nature, relating to contracts concluded before the coming into force of the present Treaty between nationals of the Allied and Associated Powers and German nationals shall be decided by the Mixed Arbitral Tribunal, always excepting questions which, under the laws of the Allied, Associated, or Neutral Powers, are within the jurisdiction of the national courts of those Powers. Such questions shall be decided by the national courts in question to the exclusion of the Mixed Arbitral Tribunal. The party who is a national of an Allied or Associated Power may, nevertheless, bring the case before the Mixed Arbitral Tribunal, if this is not prohibited by the laws of his country.

(c) If the number of cases justifies it, additional members shall be appointed, and each Mixed Arbitral Tribunal shall sit in divisions. Each of these divisions will be constituted as above.

(d) Each Mixed Arbitral Tribunal will settle its own procedure, except in so far as it is provided in the following annex, and is empowered to award the sums to be paid by the loser in respect of the costs and expenses of the proceedings.

(e) Each Government will pay the remuneration of the member of the Mixed Arbitral Tribunal appointed by it and of any agent whom it may appoint to represent it before the Tribunal. The remuneration of the President will be determined by special agreement between the Governments concerned; and this remuneration and the joint expenses of each Tribunal will be paid by the two Governments in equal moieties.

(f) The High Contracting Parties agree that their courts and authorities shall render to the Mixed Arbitral Tribunal direct all the assistance in their power, particularly as regards transmitting notices and collecting evidence.

(g) The High Contracting Parties agree to regard the decisions of the Mixed Arbitral Tribunal as final and conclusive, and to render them binding upon their nationals.

ANNEX.

1. Should one of the members of the Tribunal either die, retire, or be unable for any reason whatever to discharge his functions, the same procedure will be followed for filling the vacancy as was followed for appointing him.

2. The tribunal may adopt such rules of procedure as shall be in accordance with justice and equity, and decide the order and time at which each party must conclude its arguments, and may arrange all formalities required for dealing with the evidence.

3. The agent and counsel of the parties on each side are authorized to present orally and in writing to the tribunal arguments in support or in defence of each case.

4. The tribunal shall keep record of the questions and cases submitted and the proceedings thereon, with the dates of such proceedings.

5. Each of the Powers concerned may appoint a secretary. These secretaries shall act together as joint secretaries of the tribunal, and shall be subject to its direction. The tribunal may appoint and employ any other necessary officer or officers to assist in the performance of its duties.

6. The tribunal shall decide all questions and matters submitted upon such evidence and information as may be furnished by the parties concerned.

7. Germany agrees to give the tribunal all facilities and information required by it for carrying out its investigations.

8. The language in which the proceedings shall be conducted shall, unless otherwise agreed, be English, French, Italian, or Japanese, as may be determined by the Allied or Associated Power concerned.

9. The place and time for the meetings of each tribunal shall be determined by the President of the tribunal.

ARTICLE 305.

Whenever a competent court has given or gives a decision in a case covered by Sections III., IV., V., or VII., and such decision is inconsistent with the provisions of such sections, the party who is prejudiced by the decision shall be entitled to obtain redress which shall be fixed by the Mixed Arbitral Tribunal. At the request of the national of an Allied or Associated Power, the redress may, whenever possible, be effected by the Mixed Arbitral Tribunal directing the replacement of the parties in the position occupied by them before the judgment was given by the German court.

SECTION VII.—INDUSTRIAL PROPERTY.

ARTICLE 306.

Subject to the stipulations of the present Treaty, rights of industrial, literary, and artistic property, as such property is defined by the International Conventions of Paris and of Berne, mentioned in Article 286, shall be re-established or restored, as from the coming into force of the present Treaty, in the territories of the High Contracting Parties, in favour of the persons entitled to the benefit of them at the moment when the state of war commenced or their legal representatives. Equally, rights which, except for the war, would have been acquired during the war in consequence of an application made for the protection of industrial

property, or the publication of a literary or artistic work, shall be recognized and established in favour of those persons who would have been entitled thereto, from the coming into force of the present Treaty.

Nevertheless, all acts done by virtue of the special measures taken during the war under legislative, executive, or administrative authority of any Allied or Associated Power in regard to the rights of German nationals in industrial, literary, or artistic property shall remain in force, and shall continue to maintain their full effect.

No claim shall be made or action brought by Germany or German nationals in respect of the use during the war by the Government of any Allied or Associated Power, or by any persons acting on behalf or with the assent of such Government, of any rights in industrial, literary, or artistic property, nor in respect of the sale, offering for sale, or use of any products, articles, or apparatus whatsoever to which such rights applied.

Unless the legislation of any one of the Allied or Associated Powers in force at the moment of the signature of the present Treaty otherwise directs, sums due or paid in virtue of any act or operation resulting from the execution of the special measures mentioned in paragraph 1 of this article shall be dealt with in the same way as other sums due to German nationals are directed to be dealt with by the present Treaty; and sums produced by any special measures taken by the German Government in respect of rights in industrial, literary, or artistic property belonging to the nationals of the Allied or Associated Powers shall be considered and treated in the same way as other debts due from German nationals.

Each of the Allied and Associated Powers reserves to itself the right to impose such limitations, conditions, or restrictions on rights of industrial, literary, or artistic property (with the exception of trade marks) acquired before or during the war, or which may be subsequently acquired in accordance with its legislation by German nationals, whether by granting licenses, or by the working, or by preserving control over their exploitation, or in any other way, as may be considered necessary, for national defence, or in the public interest, or for assuring the fair treatment by Germany of the rights of industrial, literary, and artistic property held in German territory by its nationals, or for securing the due fulfilment of all the obligations undertaken by Germany in the present Treaty. As regards rights of industrial, literary, and artistic property acquired after the coming into force of the present Treaty, the right so reserved by the Allied and Associated Powers shall only be exercised in cases where these limitations, conditions, or restrictions may be considered necessary for national defence or in the public interest.

In the event of the application of the provisions of the preceding paragraph by any Allied or Associated Power, there shall be paid reasonable indemnities or royalties which shall be dealt with in the same way as other sums due to German nationals are directed to be dealt with by the present Treaty.

Each of the Allied or Associated Powers reserves the right to treat as void and of no effect any transfer in whole or in part of or other dealing with rights of or in respect of industrial, literary, or artistic property effected after August 1, 1914, or in the future, which would have the result of defeating the objects of the provisions of this article.

The provisions of this article shall not apply to rights in industrial, literary, or artistic property which have been dealt with in the liquidation of businesses or companies under war legislation by the Allied or Associated Powers, or which may be so dealt with by virtue of Article 297, paragraph (b).

ARTICLE 307.

A minimum of one year after the coming into force of the present Treaty shall be accorded to the nationals of the High Contracting Parties, without extension fees or other penalty, in order to enable such persons to accomplish any act, fulfil any formality, pay any fees, and generally satisfy any obligation prescribed by the laws or regulations of the respective States relating to the obtaining, preserving, or opposing rights to, or in respect of, industrial property, either acquired before August 1, 1914, or which, except for the war, might have been acquired since that date as a result of an application made before the war or during its continuance, but nothing in this article shall give any right to re-open interference proceedings in the United States of America, where a final hearing has taken place.

All rights in, or in respect of, such property, which may have lapsed by reason of any failure to accomplish any act, fulfil any formality, or make any payment, shall revive, but subject in the case of patents and designs to the imposition of such conditions

as each Allied or Associated Power may deem reasonably necessary for the protection of persons who have manufactured or made use of the subject-matter of such property while the rights had lapsed. Further, where rights to patents or designs belonging to German nationals are revived under this article, they shall be subject in respect of the grant of licenses to the same provisions as would have been applicable to them during the war, as well as to all the provisions of the present Treaty.

The period from August 1, 1914, until the coming into force of the present Treaty shall be excluded in considering the time within which a patent should be worked or a trade mark or design used, and it is further agreed that no patent, registered trade mark, or design in force on August 1, 1914, shall be subject to revocation or cancellation by reason only of the failure to work such patent or use such trade mark or design for two years after the coming into force of the present Treaty.

ARTICLE 308.

The rights of priority, provided by Article IV. of the International Convention for the Protection of Industrial Property of Paris, of March 20, 1883, revised at Washington in 1911 or by any other Convention or Statute, for the filing or registration of applications for patents or models of utility, and for the registration of trade marks, designs, and models which had not expired on August 1, 1914, and those which have arisen during the war, or would have arisen but for the war, shall be extended by each of the High Contracting Parties in favour of all nationals of the other High Contracting Parties for a period of six months after the coming into force of the present Treaty.

Nevertheless, such extension shall in no way affect the right of any of the High Contracting Parties or of any person who before the coming into force of the present Treaty was *bona fide* in possession of any rights of industrial property conflicting with rights applied for by another who claims rights of priority in respect of them, to exercise such rights by itself or himself, personally, or by such agents or licensees as derived their rights from it or him before the coming into force of the present Treaty; and such persons shall not be amenable to any action or other process of law in respect of infringement.

ARTICLE 309.

No action shall be brought and no claim made by persons residing or carrying on business within the territories of Germany on the one part and of the Allied or Associated Powers on the other, or persons who are nationals of such Powers respectively, or by any one deriving title during the war from such persons, by reason of any action which has taken place within the territory of the other party between the date of the declaration of war and that of the coming into force of the present Treaty, which might constitute an infringement of the rights of industrial property or rights of literary and artistic property, either existing at any time during the war or revived under the provisions of Articles 307 and 308.

Equally, no action for infringement of industrial, literary, or artistic property rights by such persons shall at any time be permissible in respect of the sale or offering for sale for a period of one year after the signature of the present Treaty in the territories of the Allied or Associated Powers on the one hand or Germany on the other, of products or articles manufactured, or of literary or artistic works published during the period between the declaration of war and the signature of the present Treaty, or against those who have acquired and continue to use them. It is understood, nevertheless, that this provision shall not apply when the possessor of the rights was domiciled or had an industrial or commercial establishment in the districts occupied by Germany during the war.

This article shall not apply as between the United States of America on the one hand and Germany on the other.

ARTICLE 310.

Licenses in respect of industrial, literary, or artistic property concluded before the war between nationals of the Allied or Associated Powers or persons residing in their territory or carrying on business therein on the one part and German nationals on the other part shall be considered as cancelled as from the date of the declaration of war between Germany and the Allied or Associated Power. But in any case the former beneficiary of a contract of this kind shall have the right, within a period of six months after the coming into force of the present Treaty, to demand from the proprietor of the rights the grant of a new license, the conditions of which, in default of agreement between the parties, shall be

fixed by the duly qualified tribunal in the country under whose legislation the rights have been acquired, except in the case of licenses held in respect of rights acquired under German law. In such cases the conditions shall be fixed by the Mixed Arbitral Tribunal referred to in Section VI. of this Part. The tribunal may, if necessary, fix also the amount which it may deem just should be paid by reason of the use of the rights during the war.

No license in respect of industrial, literary, or artistic property, granted under the special war legislation of any Allied or Associated Power, shall be affected by the continued existence of any license entered into before the war, but shall remain valid and of full effect, and a license so granted to the former beneficiary of a license entered into before the war shall be considered as substituted for such license.

Where sums have been paid during the war by virtue of a license or agreement concluded before the war in respect of rights of industrial property or for the reproduction or the representation of literary, dramatic, or artistic works, these sums shall be dealt with in the same manner as other debts or credits of German nationals as provided by the present Treaty.

This Article shall not apply as between the United States of America on the one hand and Germany on the other.

ARTICLE 311.

The inhabitants of territories separated from Germany by virtue of the present Treaty shall, notwithstanding this separation and the change of nationality consequent thereon, continue to enjoy in Germany all the rights in industrial, literary, and artistic property to which they were entitled under German legislation at the time of the separation.

Rights of industrial, literary, and artistic property which are in force in the territories separated from Germany under the present Treaty at the moment of the separation of these territories from Germany, or which will be re-established or restored in accordance with the provisions of Article 306 of the present Treaty, shall be recognized by the State to which the said territory is transferred and shall remain in force in that territory for the same period of time given them under the German law.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 26, 1920.

GRAEME THOMSON,
Colonial Secretary.

Statement of Objects and Reasons.

THE Order in Council set forth in the schedule of the Bill has been made under the provisions of the Treaty of Peace Act, 1919, and is by virtue of article 3 of the Order in Council applicable to Ceylon.

Power is, however, given to the Legislature of the Colony to make such modifications in the Order in Council as are necessary to adapt its provisions to local circumstances, and this Bill has been prepared with that object.

In article 1 (i.) of the Order in Council provision is made for the establishment of local clearing houses to deal with debts owing by or due to enemies so far as such indebtedness has arisen in the Colony. It has been decided by the Imperial Government that a local clearing house should be established in Ceylon, and this decision is given effect to in section 2 of the Bill.

The other modifications in the Order in Council thought necessary will be found in section 2 of the Bill.

As regards the modification to article 1 (ii.) (section 2 (1) of the Bill), it is thought better that the reference should be to "The Trading with the Enemy Ordinance, No. 20 of 1914," inasmuch as proceedings can be more readily taken under it than would be likely if the corresponding provisions of the Trading with the Enemy Act, 1914, were made operative in the Colony.

As regards the modification of article 1 (iv.) (section 2 (2) of the Bill), this is made necessary, as the Supreme Court has no original jurisdiction in civil actions.

In some of the paragraphs to article 1—*e.g.*, paragraph (vii.)—reference is made to the trial of offences summarily, and it has been thought well to confer express jurisdiction on

local courts (section 2 (3) of the Bill), while it is also thought well to translate terms of pounds sterling, where fines are imposed, into terms of rupees (section 2 (9) of the Bill).

In article 1 (xv.) powers are given to the Secretary of State to issue orders to persons to attend as witnesses or produce documents before a Mixed Arbitral Tribunal; and in the event of disobedience, such persons are liable to be dealt with as for contempt of court. Section 2 (4) of the Bill provides that proceedings in contempt shall be taken before a District Court.

Article 1 (xvii.) (b) requires that, except where information as to enemy property has been previously furnished to the Custodian of Enemy Property in England, such information shall be furnished to him within one month of the Order in Council coming into operation. This information has in most cases been, so far as local enemy property is concerned, already furnished to the local Custodian, and section 2 (5) of the Bill makes this sufficient.

In article 1 (xxi.) reference is made to the Patents, Designs, and Trade Marks Acts, 1914, but as these Acts would appear only to apply to England, it has been thought well to substitute a reference to the Patents, Designs, and Trade Marks Ordinance, No. 10 of 1915 (section 2 (6) of the Bill).

For the purposes of section 310 of the Peace Treaty, the Comptroller-General of Patents in England is made the Tribunal with regard to applications with respect to Patents, &c. As regards patents, &c., registered locally, it is thought that it would be more convenient to provide that local officers should exercise jurisdiction (section 2 (8) of the Bill).

Section 4 of the Bill makes provision for proclaiming the date on which the notification mentioned in article 4 of the Order in Council is given to Germany.

Attorney-General's Chambers,
Colombo, January 5, 1920.

H. C. GOLLAN,
Attorney-General.

MINUTE.

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

An Ordinance to amend "The Branch Roads Ordinance, 1896."

Preamble.

WHEREAS it is expedient to amend "The Branch Roads Ordinance, 1896": 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 Branch Roads (Amendment) Ordinance, 1919."

Repeal of section 41 of principal Ordinance and substitution of new section.

2 Section 41 of the principal Ordinance is hereby repealed, and the following section shall be inserted in lieu thereof:

Certain roads may be brought under provisions of Ordinance.

41 (a) In any case in which a road or portion of a road has been constructed or partially constructed or shall hereafter be constructed by the proprietors of any estates, it shall be lawful for the proprietors for the time being of such estates to apply to the Governor that such road may be treated as a branch road constructed under this Ordinance, and on receipt of such application the Governor may, if he thinks fit, with the advice of the Executive Council, publish a Proclamation in the "Government Gazette" declaring that such road shall be treated as a road constructed under this Ordinance, and defining the limits of the district the estates in which will be assessed for the improvement, repair, or upkeep of such road.

(b) The Governor may, with the advice of the Executive Council, by Proclamation from time to time alter such limits so as—

(1) To include estates within the district which have been newly opened or have been inadvertently or otherwise excluded; or

- (2) To exclude any such estates as have been inadvertently or otherwise included ; or
 (3) To take account of changes in the area or boundary of any such estates.

(c) Every such Proclamation shall be published in the "Government Gazette," and thereupon the Local Committee shall, subject to the provisions of section 18 of this Ordinance, forthwith proceed to determine, and make report to the Provincial Committee on—

- (1) The sections into which the road is to be divided for upkeep assessments ;
 (2) The estates which in their opinion are interested in and will use each section of the road or of any part thereof ;
 (3) The acreage or reputed acreage of the land belonging to each such estate ; and
 (4) The names of the proprietors, resident managers, or superintendents, and of the agents, of such estates.

Provided, however, that such sections shall in no case exceed one mile in length, and that an estate using any portion of a section shall be assessed for the whole of that section.

(d) The provisions of this Ordinance relating to improvement, upkeep, and repair of roads shall, so often as it shall be necessary to provide funds for such improvement, upkeep, or repair, apply, *mutatis mutandis*, to any road so proclaimed as if it had been originally constructed under the provisions of this Ordinance.

By His Excellency's command,
 Colonial Secretary's Office, GRAEME THOMSON,
 Colombo, February 2, 1920. Colonial Secretary.

Statement of Objects and Reasons.

SECTION 41 of the Branch Roads Ordinance, No. 14 of 1896, allows of roads, not originally constructed under that Ordinance, being brought under its provisions with a view to providing for their improvement, upkeep, and repair. Difficulties have, however, arisen in the carrying out of this section, because section 23 of the Ordinance which lays down how the rates for improvement, &c., are to be assessed and collected pre-supposes the existence of a district under the Ordinance and the division of the road into sections. The intention of the Bill is to provide machinery for defining these districts and sections so as to allow of section 23 being made operative.

Attorney-General's Chambers,
 Colombo, September 8, 1919.

H. C. GOLLAN,
 Attorney-General.

NOTIFICATIONS OF CRIMINAL SESSIONS.

BY virtue of a Mandate to me directed by the Hon. the Supreme Court of the Island of Ceylon, I do hereby proclaim that a Criminal Session of the said Court for the District of Kurunegala will be holden at the Court-house at Kandy on Wednesday, March 10, 1920, at 11 o'clock of the morning of the said day.

And I do hereby require and inform all persons concerned therein to attend at the time and place above mentioned, and not to depart without leave asked and granted.

S. D. SAMARASINHE,
 for Fiscal.

Fiscal's Office,
 Kurunegala, February 11, 1920.

BY virtue of a Mandate to me directed by the Hon. the Supreme Court of the Island of Ceylon, I do hereby proclaim that a Criminal Session of the said Court for the District of Anuradhapura will be holden at the Court-house at Kandy, on Wednesday, March 10, 1920, at 11 o'clock of the morning of the said day.

And I do hereby require and inform all persons concerned therein to attend at the time and place above mentioned, and not to depart without leave asked and granted.

GODWIN DE LIVERA,
 for Fiscal.
 Fiscal's Office,
 Anuradhapura, February 10, 1920.

BY virtue of a Mandate to me directed by the Hon. the Supreme Court of the Island of Ceylon, I do hereby proclaim that a Criminal Session of the said Court for the Districts of Kegalla and Avissawella will be holden at the Court-house at Kandy on Wednesday, March 10, 1920, at 11 o'clock of the morning of the said day.

And I do hereby require and inform all persons concerned therein to attend at the time and place above mentioned, and not to depart without leave asked and granted.

E. B. ALEXANDER,
 Fiscal.
 Fiscal's Office,
 Ratnapura, February 11, 1920.

DISTRICT AND MINOR COURTS NOTICES.

Return of Testamentary Cases under Official Administration for the Half-Year ended December 31, 1919.

In the District Court of Kalutara.

- Case No. 764—Estate of Mututantrige Elentina Fernando, of Walana—Value: Rs. 3,390.
 Case No. 860—Estate of Don Abraham Abeyesekera, Vidane Arachchi of Welipenna—Value: Rs. 2,052.
 Case No. 921—Estate of Angage Davith Perera of Talpitiya—Value: Rs. 1,336.50.
 Case No. 962—Estate of James William de Alwis Seneviratne of Beruwala—Value: Rs. 2,384.20.
 Case No. 975—Estate of Simon de Livera Tennekoon of Owitigala—Value: Rs. 1,404.50.
 Case No. 1,058—Estate of Wedikkara Thomis Silva of Kaluwamodera—Value: Rs. 8,392.
 Case No. 1,090—Estate of Bastami Lebbe Marikkar Alia Marikkar of Alutgama—Value: Rs. 3,756.32.
 Case No. 1,139—Estate of Albert Martin Munasinghe Senaratne of Pantia—Value: Rs. 2,728.70.

District Court, Kalutara, February 13, 1920.

ALLAN BEVEN, District Judge.

NOTICES OF INSOLVENCY.

In the District Court of Colombo.

No. 2,975. In the matter of the insolvency of Clive Marcus Benjamin Van Langenberg of No. 152, Perth road, Dematagoda, Colombo.

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 March 23, 1920, for the grant of a certificate of conformity to the insolvent.

Colombo, February 14, 1920.

By order of court, V. R. MOLDRICH,
Secretary.

NOTICES OF FISCALS' SALES.

Western Province.

In the District Court of Colombo.

Wilfred Stanley Blackett of St. Helens, Kurlothan, Maradana, Colombo.....Plaintiff.

No. 47,098. Vs.

Hassan Lebbe Bass Abdul Hamid Hadjar of No. 97, Urugodawatta road, Colombo..... Defendant.

NOTICE is hereby given that on Saturday, March 13, 1920, at 1 P.M., will be sold by public auction at the premises the following property declared bound and executable under the decree entered in the above action and ordered to be sold by the order of court dated July 19, 1917, for the recovery of the sum of Rs. 2,769.25, with interest on Rs. 2,650 at the rate of 12 per cent. per annum from February 14, 1917, to July 13, 1917, and thereafter further interest on the aggregate amount at 9 per cent. per annum till payment in full, and costs of suit and poundage, viz. :—

All that part of the garden with the house, plantation, and trees thereon bearing assessment No. 97, Old Urugodawatta road, now called and known as "Mosque View," situated on the southern side of the road leading to Urugodawatta at Vander Meydens Polder, within the Municipal limits of the District of Colombo, in the Western Province; bounded on the north by the road to Urugodawatta, on the east by the house and ground of Sego Ismail Lebbe Mohamado Meera Lebbe, on the south by the garden of the late Proponent Perera, and on the west by the house and ground of Onnatche Umma, widow of Sinnatamby Vidane; containing in extent 10 perches and 71/100 of a perch according to the title deed bearing No. 823 dated June 22, 1916, attested by G. A. Wille, Notary Public.

Fiscal's Office,
Colombo, February 16, 1920.

W. DE LIVERA,
Deputy Fiscal, W. P.

In the District Court of Colombo.

Payna Reena Kana Roona Caruppen Chetty, by his attorney Pana Lana Muttu Caruppen Chetty of No. 158, Sea street, Colombo..... Plaintiff

No. 51,196. Vs.

M. C. Amath of No. 12, Grandpass, in Colombo.. Defendant.

NOTICE is hereby given that on Saturday, March 20, 1920, 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 for the recovery of the sum of Rs. 1,035, with interest on Rs. 920 at 18 per cent. per annum from September 4, 1918, to October 9, 1918, and thereafter on the aggregate amount at 9 per cent. per annum till payment in full, and costs of suit, viz. :—

All that land and premises bearing assessment No. 14, Dawson street, Slave Island, Colombo; and bounded on the north by the property of Inspector Samahon, on the east by the property of Mohamed Mohideen, on the south by the property of Mohideen, and on the west by Dawson street (high road); and containing in extent 1 rood more or less.

Fiscal's Office,
Colombo, February 17, 1920.

W. DE LIVERA,
Deputy Fiscal, W. P.

In the District Court of Colombo.

S. S. A. S. Sellappa Chetty of Sea street, Colombo.. Plaintiff.

No. 51,161. Vs.

C. H. Louis Perera of Kanatta road, Colombo.. Defendant.

NOTICE is hereby given that on Saturday, March 20, 1920, at 2 o'clock in the afternoon, will be sold by public auction, at No. 2, Kanatta road, Colombo, the following movable property for the recovery of the sum of Rs. 5,802.75, with legal interest on Rs. 5,800 from September 5, 1918, to October 9, 1918, and thereafter on the aggregate amount of

the decree till payment in full, and costs of suit which are not taxed yet and poundage, less a sum of Rs. 2,210, and all interest up to June 7, 1919, and less Rs. 1,500, viz. :—

Two dining tables, 1 chiffonier, 10 rattan chairs, 3 teapoys, 16 armchairs, 4 whatnots, 1 sideboard, 1 celloret, 2 China screens, 1 cushioned low bench with high back, 2 lounges, 1 rocking chair, 6 ebony chairs, 1 Englishwood low chair, 1 small writing table, 1 whatnot with mirror, 7 rattan chairs, 2 carpets, 1 Bombay double-cushioned chair, 3 Bombay armchairs, 4 porcelain flower pots, 1 piano, 1 whatnot with mirror, 1 Bombay carved double chair, 6 rattan chairs, 22 pictures, 1 settee, 4 teapoys, 1 piano stool, 2 small wall mirrors, 2 cushioned rattan chairs, 5 wall plates, 1 whatnot, 1 teapoy with marble top, 2 brass flower pots, 4 benches, 1 table, 2 teapoys, 1 lounge, 1 washstand, 1 old boat, 2 almirans, and 6 antlers.

Fiscal's Office,
Colombo, February 19, 1920.

W. DE LIVERA,
Deputy Fiscal, W. P.

In the District Court of Colombo.

C. S. Venayagam of Hill street, Colombo.....Plaintiff.
No. 51,389. Vs.
B. M. Juwanis Perera of No. 81, Maliban street, in
Colombo.....Defendant.

NOTICE is hereby given that on Wednesday, March 17, 1920, 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 property for the recovery of the sum of Rs. 486.90, with legal interest thereon from October 4, 1918, till payment in full, and costs of suit, viz. :—

All that land called Galwattehena, situated at Kotikawatta, Ambathalenpahala, in Alutkuru korale south, now Kalapaluwawa in Palle pattu of Hewagama korale; and bounded on the east formerly by a small road now by lands belonging to Nawagamuwage Manuel Perera and others, on the south by land formerly belonging to Nawagamuwage Siman Perera and now by lands belonging to Liyanage Sadilis Perera and others, on the west formerly by Crown land and now by lands belonging to Welatantrige Leisa Boteju and others, and on the north by lands formerly belonging to Maddumage Siman and now belonging to Hendrick Silva and others; and containing in extent 6 acres and 28 84/100 perches more or less, together with the trees standing thereon.

Fiscal's Office,
Colombo, February 16, 1920.

W. DE LIVERA,
Deputy Fiscal, W. P.

In the District Court of Colombo.

J. W. de Fry of Colombo.....Plaintiff.
No. 51,538. Vs.

Uswattaliyanage Don Irvin de Silva of Maradana in
Colombo.....Defendant.

NOTICE is hereby given that on Tuesday, March 16, 1920, will be sold by public auction at the respective premises the following property mortgaged with the plaintiff by bond No. 336 dated July 5, 1917, and decreed to be sold by the decree entered in the above action for the recovery of the sum of Rs. 1,554, with interest on Rs. 1,400 at the rate of 12 per cent. per annum from October 6, 1918, to March 31, 1919, and thereafter further interest on the aggregate amount at the rate of 9 per cent. per annum till payment in full, and costs, viz. :—

At 1 P.M.

1. All that field called Pitakotuwekumbura, situated in the village Bokundara, in the Palle pattu of Salpiti korale, in the District of Colombo, Western Province; bounded on the north by the limit of the village, on the east by Gorakagahawita, on the south by Polkeduwagurakumbura, and on the west by the limit of the village, containing in extent 1 acre and 33 perches according to the figure of survey thereof, bearing assessment No. 2,247 dated December 30, 1908, and made by G. E. G. Weeraratna, Licensed Surveyor and Leveller.

At 3 P.M.

2. All that undivided portion of land in extent 1 acre 1 rood and 21 perches of and from the lot marked A in the plan No. 252 dated December 4, 1902, made by K. William A. Fernando, Licensed Surveyor, of Godapalagawatta, with the trees thereon, and the entire tiled house thereon, situated at Godigamuwa, in the Palle pattu of Salpiti korale, in the District of Colombo, Western Province; and which said lot is bounded on the north by land said to belong to Hendrick Appu, W. Siyadoris Appu, and others, on the east by land of Johannes Appu, on the south by the lands of Radage people, W. Carolis Appu, and others, and on the west by the lands of Hendrick Appu and others, and containing in extent 2 acres, and all the right, title, interest, and claim whatsoever of the defendant in, to, upon, or out of the said premises.

Fiscal's Office,
Colombo, February 16, 1920.

W. DE LIVERA,
Deputy Fiscal, W. P.

In the District Court of Colombo.

Hatangalage Pelis Appu of Aturugiriya and two
others.....Plaintiffs.
No. 52,033. Vs.

(1) Arukgodagamage alias Gamage Podi Singho of Homagama, (2) ditto alias Gamage Lucyhamy, and her husband (3) Pannipitiachchige Don Carolis Appuhamy, both of Pannipitiya, and Arukgodagamage alias Gamage Naposingho of Homagama, legal representative of the estate of Arukgodagamage Lewis Singho, late of Homagama, deceased...Defendants.

NOTICE is hereby given that on Friday, March 19, 1920, will be sold by public auction at the respective premises the following property mortgaged with the plaintiff by bond No. 2,754 dated March 18, 1915, and decreed to be sold by the decree entered in the above action for the recovery of the sum of Rs. 885, with interest thereon at the rate of 9 per cent. per annum from November 1, 1918, till payment in full, and costs of suit taxed at Rs. 377.80, viz. :—

At 1 P.M.

1. The north-eastern undivided $\frac{1}{2}$ share of the land called Kahatagahawatta, situated at Homagama, in the Palle pattu of Hewagama korale, in the District of Colombo; bounded on the north by land belonging to Perumbuliachchige Sinchi Appu and others, on the east by land belonging to Arukgodagamage Podi Singho; on the south by land belonging to Ukwattage alias Wanniachchige Bempy Appu and others, and on the west by Crown land; and containing in extent about 4 acres.

At 1.30 P.M.

2. Two undivided third shares of an allotment of land called Kahatagahawatta marked No. 6,370, situated at Homagama aforesaid; and bounded on the north by land said to belong to the Crown, on the east by land purchased by Don Sarnelis, Vidane Arachchi, on the south by footpath, and on the west by Sumbudi Indicadewatta belonging to Gamage Don Allis; and containing about 3 acres in extent.

Fiscal's Office,
Colombo, February 16, 1920.

W. DE LIVERA,
Deputy Fiscal, W. P.

In the District Court of Colombo.

Sara Sela of Buller's road, Colombo.....Plaintiff.
No. 52,320. Vs.

Condagamage Pawlis Kulatillaka of Galkissa in
Colombo.....Defendant.

NOTICE is hereby given that on Tuesday, March 16, 1920, will be sold by public auction at the respective premises the following property mortgaged with the plaintiff by bond No. 390 dated March 28, 1918, and decreed to be sold by the decree entered in the above action for the recovery of the sum of Rs. 2,231.25, with interest on Rs. 2,000 at the rate of 15 per cent. per annum from January 29, 1919, to October 22, 1919, and thereafter further

interest on the aggregate amount at the rate of 9 per cent. per annum till payment in full, and costs of suit, less Rs. 1,500, viz. :—

At 9 A.M.

1. (a) All that portion of the land called Meegahawatta, with the buildings and plantations standing thereon, situated at Watarappola in Galkissa, in the Palle pattu of Salpiti korale, in the District of Colombo, Western Province; bounded on the north by a portion of this same land, on the east by a portion of this same land and the house of the late Ranasinha Don Abraham, on the south by a minor road between this garden and Kongahawatta, and on the west by the high road leading to Galle; containing in extent 19.24 square perches.

(b) All that undivided 1/5 part or share of the land called Meegahawatta, situated at Watumulla, in Galkissa aforesaid; bounded on the north by the property of Segu Pasadura, on the east by the property of Bomirayage family, on the south by the property of Nugegodage Hendrick Silva, and on the west by the high road leading to Galle; containing in extent 24 square perches, which said portions of land called Meegahawatta (a) and (b) hereinbefore described are now together described as follows :—

A portion of land called Meegahawatta and the buildings standing thereon, situated in the village Watarappola, in the Palle pattu of Salpiti korale aforesaid; bounded on the north by a portion of Meegahawatta, on the east by a portion of Meegahawatta and a part of this land, on the south by a small road, 10 links wide, which separates this land and Kongahawatta, and on the west by a road leading to Galle; containing in extent 25 square perches according to the survey plan bearing date March 6, 1890, and made by N. P. Rupasingha, Surveyor.

At 9.30 A.M.

2. All that land called Mohamawattabodakongahawatta alias Kongahawatta, with the tiled house and plantations standing thereon, situated at Watarappola aforesaid; bounded on the north by the garden of Kodimarakkalage people, on the east by Nelligahawatta, on the south by Bintotagewatta, and on the west by the high road to Galle; containing in extent sufficient to plant about 25 coconut trees.

At 10.30 A.M.

3. All those undivided 6/7 parts or shares of all that western defined part of the garden called Ketakelagahawatta, and of the plantations standing thereon, situated at Galkissa aforesaid; and bounded on the north by dewata road, on the east by the remaining 2/3 of this same land, on the south by Daluwatta, and on the west by Madangahawatta; containing in extent sufficient to plant 75 coconut trees.

Fiscal's Office,
Colombo, February 16, 1920.

W. DE LIVERA,
Deputy Fiscal, W. P.

In the District Court of Colombo.

Eastern Garage and Colombo Taxi Cab Co., Ltd.,
Colombo Plaintiffs.

No. 53,075. Vs.

J. E. Amarasakara, Hanwella Walawwa, Hanwella Defendant.

NOTICE is hereby given that on Thursday, March 18, 1920, 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 for the recovery of the sum of Rs. 414.70, with interest thereon at 9 per cent. per annum from May 23, 1919, till payment in full, and costs and poundage, and less Rs. 260.

All that property called Walawwewatta, situated at Hanwella, in the Meda pattu of Hewagam korale; bounded on the east by the ditch and high road leading to and from Nambapana, on the south, west, and north by ditches; containing in extent about 50 bushels of paddy sowing or 6 acres and 25 perches, together with all plantations, produce, and buildings thereon.

Fiscal's Office,
Colombo, February 16, 1920.

W. DE LIVERA,
Deputy Fiscal, W. P.

In the District Court of Colombo.

W. Marthina Fernando of Nagoda Plaintiff.
No. 53,419. Vs.

(1) Hithdandura Marshall Silva and (2) ditto Francisco Silva, both of Peralanda, in the Ragam pattu of Alutkuru korale south Defendants.
NOTICE is hereby given that on Monday, March 15, 1920, at 3.30 P.M., will be sold by public auction at the premises the right, title, and interest of the said defendants in the following property for the recovery of the sum of Rs. 180 and costs taxed at Rs. 124.13, viz. :—

All that land called Delgahawatta, with the buildings standing thereon, and situated at Peralanda, in the Ragam pattu of Alutkuru korale, in the District of Colombo; bounded on the north by cart road, on the east by land of E. Elaris Silva and others, on the south by the land now belonging to Ettige Marakku Silva, on the west by land of H. Thomis Silva, and containing in extent within these boundaries 2 acres more or less.

Fiscal's Office,
Colombo, February 16, 1920.

W. DE LIVERA,
Deputy Fiscal, W. P.

In the District Court of Colombo.

Henry Fernando of Kinross in Bambalapitiya,
Colombo Plaintiff.
No. 53,610. Vs.

Lawrie Muttukrishna of San Sebastian Hill,
Colombo Defendant.

NOTICE is hereby given that on Monday, March 15, 1920, will be sold by public auction at No. 8, San Sebastian Hill, Colombo, the following movable property for the recovery of the sum of Rs. 309.75, to wit, Rs. 285 being balance principal, and Rs. 24.75 being interest up to this date (September 30, 1919), with further interest on Rs. 285 at 9 per cent. per annum from date hereof till payment in full, and cost of suit Rs. 290.47, viz. :—

At 1 P.M.

Sixteen jak long benches, 1 ditto table in 6 pieces, 30 ditto chairs, 39 ditto square tables, 10 large benches with high back, 4 ditto small benches with high back, 1 blackboard, 4 benches with iron restings, 24 low chairs, 1 table with drawers, 1 wall clock, 40 large and small pictures, 2 deal-wood long benches, 1 wall mirror, 1 clock, 12 typewriters, 21 square tables, 1 table in 3 pieces, 2 round tables in 3 pieces, 21 jak chairs, 3 ditto armchairs, 1 blackboard, 2 screens, 6 large glass almirahs, 4 small glass almirahs, 1 round table, 2 rattan settees, 2 cushioned armchairs, 6 chairs, 2 writing tables with drawers, 1 office chair, 1 cushioned chair, 1 whatnot, 1 glass almirah in two pieces, 4 chairs, 2 small writing tables with drawers, 1 hat stand, 3 screens fixed with iron railings.

At 2 P.M. on the same day.

The following movable property will be sold by public auction at No. 9, San Sebastian Hill, Colombo :—

One writing table with drawers, 1 small writing table, 4 armchairs, 3 settees, 2 cushioned armchairs, 3 teapoys, 2 rattan chairs, 1 easy chair, 10 large and small pictures, 1 bentwood settee, 2 brass flower vases, 4 kalala mattings, and 1 typewriter.

Fiscal's Office,
Colombo, February 17, 1920.

W. DE LIVERA,
Deputy Fiscal, W. P.

In the District Court of Colombo.

(1) Mrs. Blandie Joseph, wife of (2) Dr. H. R. Joseph,
both of the Hospital, Kandy Plaintiffs.
No. 53,854. Vs.

John Harry Perera of Harrydale, Regent street,
Colombo Defendant.

NOTICE is hereby given that on Friday, March 12, 1920, at 3.30 P.M., will be sold by public auction at No. 22, Regent street, Colombo, the following movable property

for the recovery of the sum of Rs. 1,500, with interest thereon at 12 per cent. per annum from October 1, 1918, to December 4, 1919, and thereafter on the aggregate amount of the decree at 9 per cent. per annum till payment in full, and costs of suit, viz. :—

One piano, 1 ebony couch, 1 lounge, 3 ebony armchairs, 1 ebony lounge, 1 chiffonier, 6 ebony chairs, 1 ebony round table, 1 nadun table, 3 rattan chairs, 1 ebony teapoy, 1 calamander almirah, 3 nadun armchairs, 1 nadun lounge, 1 jak armchair, 1 nadun round table, 1 satinwood armchair, 2 almirahs, 2 glass almirahs, 3 pairs antlers, 3 coir mattings, 8 pictures, 1 dining table, 6 chairs, 1 whatnot, 1 sideboard, 25 flower pots.

Fiscal's Office,
Colombo, February 16, 1920.

W. DE LIVERA,
Depty Fiscal, W. P.

In the District Court of Colombo.

Noor Deen Hadjiar Abdul Caffoor of Colombo.... Plaintiff.
No. 53,860. Vs.

W. Alfred de Silva of No. 3 A, Main street, Pettah,
Colombo Defendant.

NOTICE is hereby given that on Friday, March 12, 1920, at 2 o'clock in the afternoon, will be sold by public auction at No. 3 A, Main street, Pettah, Colombo, the following movable property for the recovery of the sum of Rs. 1,250, with legal interest thereon from September 16, 1919, till payment in full, and damages at Rs. 400 per mensem from August 1, 1919, till plaintiff is put and quieted in possession of the premises No. 3 A, Main street, Pettah, Colombo, and costs of suit, viz. :—

Ten teakwood large glass almirahs, 4 ditto counters with drawers, 5 ditto small glass almirahs, 1 writing table with drawers, 1 wooden cashier's counter, 1 mirror, 3 show cases, 3 ladies' chairs, 1 bentwood chair, 1 clock, 20 rolls Cannanore, 20 electric lamps.

Fiscal's Office,
Colombo, February 18, 1920.

W. DE LIVERA,
Deputy Fiscal, W. P.

In the District Court of Negombo.

Wimalalanda Tissa Terunanse of Chettiyarama
Vihare at Walpola Plaintiff.
No. 13,697. Vs.

Kachchakaduge Jalis Fernando of Yatiyana, in his personal capacity and as legal representative of the estate of Kachchakaduge Allis Fernando of Kotugoda Defendant.

NOTICE is hereby given that on March 13, 1920, commencing at 10 o'clock in the forenoon, will be sold by public auction at the premises the following property ordered to be sold by the decree entered in the above case, viz. :—

Half share of the land called Delgahawatta, situate at Yatiyana, in Dasiya pattu of Alutkuru korale; and bounded on the north by land of Gabriel Appu, east by land of Sulanchi Appu and others, south by the ditch separating the remaining $\frac{1}{2}$ share of this land belonging to the children of Anthony Fernando, and on the west by land of Haramanis Appuhami and others; containing in extent 4 acres and 2 roods, of which said land and of the plantations standing thereon, the undivided $\frac{1}{2}$ share and $\frac{1}{4}$ share of the house standing thereon, as primary mortgage.

(2) The land called Delgahawattekebella, situate at Yatiyana aforesaid; and bounded on the north by land of Mutuwadige Samel Fernando, east by land of Sulanchi Appu, south by the land of Geekiyanage Thelenis Fernando, and on the west by the agare belonging to Sulanchi Appu and others; containing in extent about $1\frac{1}{2}$ acres, of which said land and of the plantation standing thereon, the undivided $\frac{1}{2}$ share, as primary mortgage.

Amount to be levied Rs. 548.28, with interest on Rs. 250 at 16 per cent. per annum from June 21, 1919, to September, 19, 1919, and thereafter at 9 per cent. per annum on the aggregate amount till payment, less a sum of Rs. 100.

Deputy Fiscal's Office,
Negombo, February 17, 1920.

FRED. G. HEPPONSTALL,
Deputy Fiscal.

In the Court of Requests of Negombo.

Una Lana Wana Wana Suppiah Pulle of Negombo, Plaintiff.
No. 28,306. Vs.

(1) Wattage Selestino Fernando of Dandugama, and
(2) Peter Perera Gunawardane, Notary Public of
Rambukkana Defendants.

NOTICE is hereby given that on March 15, 1920, commencing at 10 o'clock in the forenoon, will be sold by public auction at the premises the following property ordered to be sold by the decree entered in the above case, viz. :—

(1) An undivided $\frac{2}{5}$ share, of the land called Diya-ola Kadawatta and the buildings standing thereon, situate at Kudahakapola, in Ragam pattu of Alutkuru korale; and bounded on the north by the live fence of the land of Wattage Christogu Fernando and others, east by live fence of the land of Mahamalage Silvestri Fernando and others, south by land of Kurugamage Paulu Fernando and others and water-course, and on the west by live fence of the land of Kurugamage Graciano Fernando; containing in extent about 2 acres.

(2) An undivided $\frac{2}{5}$ shares of the land called Bogahawatta and the buildings standing thereon, situate at Kudahakapola aforesaid; bounded on the north by the live fence of the land of Kurugamage Paulu Perera, east by live fence of the land of Tattage Pelis Kankanama, south by live fence of the land of Kehelbaddarage Juwanis Perera, and on the west by the live fence of the land of Lintotage Kamel Gurunanse and others; containing in extent about 1 acre.

(3) The lands marked A and B of the land called Dangaha alias Dangahaowita and the buildings standing thereon, situate at Dandugama, in Ragam pattu aforesaid; the said lots A and B are bounded on the north by land of Wattage Selestino Fernando and the house of K. Silestina Fernando, east by high road, south by land of Kachchakaduge Anthony Fernando and others, and on the west by lots C, D, E, F, G, H, and I; containing in extent 37.50 perches.

Amount to be levied Rs. 330.11, with interest on Rs. 300 at 9 per cent. per annum from December 19, 1919, till payment.

Deputy Fiscal's Office, FRED. G. HEPPONSTALL,
Negombo, February 17, 1920. Deputy Fiscal.

In the District Court of Colombo.

Eugenie Julia Christoffelsz, executrix of the last will and testament of James Edwin Christoffelsz, late of Colombo, deceased Plaintiff.

No. 50,921. Vs.

(1) Binny Elders alias Ebenezer Cornelius Spittel Elders of Vitanamulla, (2) Evelyn Charlotte Karunaratna, wife of (3) Andrew Peter Karunaratna, both of Vitanamulla, (4) Lindamulage Maria Regina, and (5) Lindamulage Rosa Silva, both of Mudaliyar's road, Negombo Defendants.

NOTICE is hereby given that on March 22, 1920, commencing at 10 o'clock in the forenoon, will be sold by public auction at the premises the following property specially and primarily mortgaged by bond No. 3,616 of February 7, 1908, viz. :—

All that allotment of land called Nugagahalanda, situate at Vitanamulla, in Dasiya pattu of Alutkuru korale; and bounded on the north by the property of U. Punchi Singh, north-east by land described in plan No. 88,603, east and south-east by reservation for a road, south-west by land described in plan No. 82,557, and on the north-west by land described in plan No. 82,569; containing in extent 13 acres 2 roods and 34 perches according to the Government title plan No. 116,994 dated August 24, 1880, authenticated by A. B. Fyrer, Surveyor-General, together with all buildings and plantations thereon, and all rights, servitudes, and appertences thereto belonging.

Amount to be levied Rs. 900, with interest on Rs. 75 at 10 per cent. per annum from August 6, 1918, to February 7, 1919, and thereafter on the aggregate amount of decree at

9 per cent. per annum till payment in full and costs, less a sum of Rs. 705·62 paid on account of judgment, and Rs. 50 on account of costs.

Deputy Fiscal's Office, FRED. G. HEPPONSTALL,
Negombo, February 17, 1920. Deputy Fiscal.

In the District Court of Colombo.

M. M. R. Murugappa Chetty of Sea street,
Colombo Plaintiff.

No. 48,158. Vs.

Cottege Lawrence de Silva of Maradana, Colombo. Defendant.

NOTICE is hereby given that on March 29, 1920, commencing at 10 o'clock in the forenoon, will be sold by public auction at the premises the following property ordered to be sold by the decree entered in the above case, viz. :—

All that allotment of land called Diulgahawatta, situate at 3rd Division, Udayartoppuwa, within the gravets of Negombo; and bounded on the north by the high road, east by 4th Cross street, south by land belonging to Anthony Fonseka Pulle, and on the west by a portion of this land; containing in extent 1 rood and 10 perches, and possessed under and by virtue of deed No. 561 dated December 2, 1913, and attested by A. L. J. Croos Dabrera of Negombo, Notary Public, and registered under title A 57/71.

Amount to be levied Rs. 4,832, with interest on Rs. 3,750 at 21 per cent. per annum from July 11, 1917, to May 3, 1918, and thereafter at 9 per cent. per annum till payment, less Rs. 190·25.

Deputy Fiscal's Office, FRED. G. HEPPONSTALL,
Negombo, February 17, 1920. Deputy Fiscal.

Central Province.

In the Additional Court of Requests of Kandy.

Mena Muna Rawana Mana Muthu Ramen Chetty of
Trincomalee street, in Kandy Plaintiff.

No. 8,901. Vs.

G. P. Jaya-suriya of Kandy Defendant.

NOTICE is hereby given that on Friday, March 19, 1920, at 12 noon, 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. 216·69, with legal interest thereon at 9 per cent. per annum from October 22, 1917, till payment in full and costs of Rs. 32·45, together making the sum of Rs. 249·14, less Rs. 100, viz. :—

All those contiguous lands called Wedagagewatta and Koswattegederawatta, of 3 roods and 32 perches in extent, situate at Deiyannewela, in Gangawata korale of Yatinuwara, in the District of Kandy, Central Province; and bounded on the east by the road leading to the Government Hospital, south by the remaining portion, west by water-course, and north by water-course of the property belonging to Gangawata korale, with the houses bearing assessment Nos. 89 and 92 and other buildings and plantations thereon.

Fiscal's Office, A. RANASINGHE,
Kandy, February 16, 1920. Deputy Fiscal.

In the District Court of Kandy.

D. Ranasinghe Appuhamy of Panwilatenna,
Gampola Plaintiff.

No. 27,056. Vs.

W. Juwanis Soysa of Panwilatenna in Gampola. Defendant.

NOTICE is hereby given that on Saturday, March 13, 1920, at 12 noon, 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. 262·87, with legal interest on Rs. 987·72 from March 18 last up to May 16 last, and with legal interest on Rs. 123·47 from May 17 last, till payment in full, viz. :—

The land called Galwalatenna estate of about 28 acres in extent, situate at Uda Nilleembe in Udapalata; and bounded

on the east by Crown land, on the south by the boundary of Rajatalawa estate, on the west by the high road leading to Pupuressa, and on the north by Laurawatta and land belonging to W. D. Ranasinghe Appuhamy.

Fiscal's Office,
Kandy, February 17, 1920.

A. RANASINGHE,
Deputy Fiscal.

In the District Court of Kandy.

Brahakmanagedere William Singho of house No. 113,
Brownrigg street, Kandy Plaintiff.
No. 27,374. Vs.

(1) Weerabahugedere Punchi Banda, (2) Weerabahugedere Appuhamy, (3) Weerabahugedere Dingiri Banda, all of Hurikaduwa Defendants.

NOTICE is hereby given that on Saturday, March 13, 1920, commencing at 12 noon, will be sold by public auction at the respective premises the right, title, and interest of the said defendants in the following property mortgaged upon bond No. 11,024 dated June 29, 1918, and attested by E. M. B. Seneviratne of Kandy, Notary Public, for the recovery of the sum of Rs. 4,306·76½, with interest on Rs. 4,116 at 9 per cent. per annum from October 14, 1918, till payment in full, and poundage, viz. :—

(1) All those contiguous lands called Dehiangekumbura of 8 lahas in paddy sowing extent, Egodawanata of 5 lahas in paddy sowing extent, situate at Hurikaduwa, in Udagampaha of Lower Dumbara, in the District of Kandy, Central Province; and bounded on the east by the limit of Kalu Banda's garden, on the south by the limit of Kalu Banda's field, on the west by the ditch of Malhamy Aracci's garden, and on the north by the fence of Konagewatta and by the fence of Punchi Appuhamy's garden (exclusive of 3 lahas of paddy sowing extent from the said field called Dehiangekumbura).

(1a) All that field called Dehiangekumbura of 3 lahas in paddy sowing extent, situate at Hurikaduwa aforesaid; and bounded on the east by ella, on the south by Kalu Banda's field, on the west by ella, and on the north by the fence of Punchi Appuhamy's garden.

(1b) All that paula (lower) portion of one pel in paddy sowing extent from and out of the field called Dehiangekumbura of 2 pel in paddy sowing extent in the whole, situate at Hurikaduwa aforesaid; which said paula (lower) portion is bounded on the east by the limitary dam of Appuhamy's field, on the south by ella of Cederewatta, on the west by ela and by the limitary dam of Palamekumbura Aracci's field, and on the north by the ella of Appuhamy's garden.

(1c) All that land called Tumponegederewatta appertaining to the field called Tumponegederakumbura of 5 lahas in paddy sowing extent, situate at Hurikaduwa aforesaid; and bounded on the east and south by the fence of Galagawakotuwewatta, on the west by Nitula and by above gederelanga-wella, and on the north by the wella of Appuhamy's field; together with everything thereon, all which said lands and premises adjoin each other form one property, and from their situation as respects each other can be included in one survey.

(2) All that lower portion of 7 lahas in paddy sowing or 1 rood and 17 perches in extent from and out of the field called Mattayekumbura of 13 lahas in paddy sowing extent in the whole, situate at Hurikaduwa aforesaid; which said lower portion is bounded on the east by the remaining portion of this field, on the south by ella, on the west by field belonging to Appoo, and on the north by dam (wella).

(2a) All that portion of land described as an undivided half part or share of and in all that Darande portion of 6 lahas in paddy sowing extent from and out of the field called Mattayekumbura, situate at Hurikaduwa aforesaid; which said Darande portion is bounded on the east by fence of Tikiri Menika's garden, on the south by the limit of the remaining portion of this field, on the west by wella (dam), and on the north by the limitary ridge of Tikiri Menika's field, which said two allotments of land adjoin each other form one property, and from their situation as respects each other can be included in one survey.

(3) All that land called Mahakolayatennehena alias watta of 2 pel in paddy sowing or 1 acre and 10 perches in extent, situate at Hurikaduwa aforesaid; and bounded on

the east by the limit of Talagolle Aracci's chena, on the south by fence of Weerabahugederewatta, on the west by fence of Galagawakotuwa, and on the north by the fence of Mahakumbure Korala's garden, together with everything thereon.

(3a) All that land called Galagawakotuwa of 2 amunams in paddy sowing or 2 acres 1 rood and 4 perches in extent, situate at Hurikaduwa aforesaid; and bounded on the east by the fence of Malhamy Vidane's chena, on the south by the fence of Malhamy Vidane's garden, on the west by fence of Tamponegederewatta together with the tiled house and all the plantations thereon.

(4) An undivided half part or share of an undivided 5 kurunies of paddy sowing towards the middle of and in all that field called Kumbukanga of 2 pelas of paddy sowing extent in the whole, situate at Hurikaduwa aforesaid; which said entire field is bounded on the east by wella (dam), on the south by the limitary ridge of Tikiri Menika's field, on the west by Elawella, and on the north by Pathawella.

(5) An undivided half part or share of an undivided third part or share towards the middle of and in all that land called Gederewatta of 1 pela in paddy sowing in the whole, situate at Hurikaduwa aforesaid; which said entire land is bounded on the east by wella (dam), on the south by ditch, on the west by Kudugalekamata, and on the north by ditch of Hettiyekotuwa, and on the north by the ditch of Galagawakotuwewatta, together with a like share of everything thereon.

(6) All that land called Kudugalekamatewatta of 8 lahas of paddy sowing extent, situate at Hurikaduwa aforesaid; and bounded on the east by fence of Hettiyekotuwewatta, on the south by ditch of Mahakumburewatta, on the west by fence of Dehiange Kudugalewatta, and on the north by ditch of Berakaragederewatta, together with everything thereon.

Fiscal's Office,
Kandy, February 12, 1920.

A. RANASINGHE,
Deputy Fiscal.

In the District Court of Kandy.

W. D. Ranasinghe Appuhamy of Panwilatenna,
Gampola Plaintiff.
No. 27,413. Vs.

W. Juwanis Soysa of Panwilatenna near Gampola Defendant.

NOTICE is hereby given that on Saturday, March 13, 1920, at 2 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. 981.05, viz. :—

The land called Galwalatenna estate of about 28 acres in extent, situate at Uda Nilleembe in Udapalata; and bounded on the east by Crown land, on the south by the boundary of Rajatalawa estate, on the west by the high road leading to Pupuressa, on the north by Laurawatta and land belonging to W. D. Ranasinghe Appuhamy.

Fiscal's Office,
Kandy, February 17, 1920.

A. RANASINGHE,
Deputy Fiscal.

Southern Province.

In the District Court of Matara.

Arnolis de Silva Balasuriya Liyana Arachchi of Nupe Plaintiff.
No. 8,096. Vs.

Don Adirian Abeywardene Wickremasingha of Kongala Defendant.

NOTICE is hereby given that on the following dates, at the hours specified below, will be sold by public auction at the respective premises the following mortgaged property :—

On Saturday March 27, 1920, at 10.30 A.M.

1. All the fruit trees and soil and citronella of Pupulawelmandiyehena described in plan No. 172,082, in extent

14 acres 1 rood and 32 perches, at Narawelpita; and bounded on the north by land mentioned in plan No. 150,180 and Elawelketiyedeniya claimed by P. Dingisa and others, east by Elawelketiya claimed by N. Langisa, Polgaslandewatta claimed by W. Dolisa and others, lands mentioned in plan Nos. 150,198 and 172,083, Crown land, Pupulawelmandiyehena and Pupulawelmandiyehena claimed by A. Lusa and others, K. Adiriya and W. Kuruppuwa, south by land mentioned in plan No. 150,188 and a road, west by land mentioned in plan No. 172,084, Pupulawelmandiyehena claimed by J. Babanissa, Paragahamaditta claimed by N. Migorissa and others, Dunumadalagahahena claimed by H. Babantuwa, Iriyagahadeniya claimed by Babanchia and others and dola. Valuation Rs. 750.

6. All the fruit trees and soil of Awariyahena mentioned in plan No. 182,443, in extent 4 acres 3 roods and 11 perches, at Panawella; and bounded on the north by land claimed by natives, land mentioned in plan No. 182,442, and lot M 230 of the preliminary plan No. 2,135, east by the Crown land and land mentioned in plan No. 178,537, south by land mentioned in plan No. 178,537, west by land mentioned in plan No. 178,537 and land claimed by natives. Valuation Rs. 200.

7. All the fruit trees and soil of Mawathahena mentioned in plan No. 248,017, in extent 12 acres 2 roods and 31 perches, at Narawelpita; and bounded on the north by lot No. 34 of preliminary plan No. 188 and land mentioned in plan No. 242,026, east by lands mentioned in plans Nos. 242,026 and 248,012 and lot No. 51 of preliminary plan No. 188, south by lots Nos. N 232 and M 232 of preliminary plan No. 2,136, west by lots Nos. M 232 and L 232, land mentioned in preliminary plan No. 2,136, and land mentioned in plans Nos. 150 and 180 and lots Nos. 4947 and 33 of preliminary plan No. 188. Valuation Rs. 1,275.

8. All the fruit trees and soil of Boraluwehena mentioned in plan No. 248,016, in extent 5 acres 3 roods and 3 perches, at Narawelpita; and bounded on the north by land mentioned in plan No. 248,013, lot No. 27 of preliminary plan No. 188 and water-course, east by water-course, land mentioned in plan No. 172,127, and lot No. W 232 of preliminary plan No. 2,136, south by lots Nos. W 232 and X 232 of preliminary plan No. 2,136 and mentioned in plan No. 242,030, west by reservation along footpath and land mentioned in plan No. 248,015. Valuation Rs. 575.

On Monday, March 29, 1920, at 10.30 A.M.

2. All the fruit trees and soil of Gorakepallehena mentioned in plan No. 226,329, in extent 5 acres and 36 perches, situated at Kirinda; and bounded on the north by land described in plan No. 182,378, east by land claimed by natives and dola, south by dola, west by dola, lands mentioned in plans Nos. 155,705 and 182,378. Valuation Rs. 1,000.

3. All the fruit trees and soil of Mahahena mentioned in plan No. 230,113, in extent 3 acres 3 roods and 28 perches, at Kirinda; and bounded on the north by land claimed by natives, east by lots Nos. 13536 and 13537 in preliminary plan No. 5,652, south by lands mentioned in plans Nos. 212,540 and 173,915, and west by land mentioned in plan No. 173,915 and Crown land. Valuation Rs. 500.

4. An undivided $\frac{1}{2}$ part of the remaining fruit trees and of soil and entirety of the tiled house of 9 cubits standing thereon, and planter's $\frac{1}{2}$ share of the second plantation of the northern $\frac{1}{2}$ portion, Napegederawatta at Kirinda, and which portion is in extent about 1 acre; and bounded on the north by high road, east by a portion of the same land, south by a portion of the same land, and west by Awariyahenewatta. Valuation Rs. 500.

9. All the fruit trees and soil of Ketagodayahena mentioned in plan No. 242,216, in extent 2 acres and 34 perches, at Kirinda; and bounded on the north by land claimed by natives, east and south by land mentioned in plan No. 242,217, west by land mentioned in plan No. 230,113. Valuation Rs. 300.

10. All the fruit trees and soil of Ketagodayahena mentioned in plan No. 242,217, in extent 4 acres and 1 rood, at Kirinda; and bounded on the north by lands mentioned in plans Nos. 242,216 and 233,574 and land claimed by natives, east by land mentioned in plan No. 233,574 and Crown land, south by Crown land and land mentioned in plan No. 212,540, and west by lands mentioned in plans Nos. 230,113 and 242,216. Valuation Rs. 500.

On Wednesday, March 31, 1920, at 10.30 A.M.

11. The field called Amfunegodamulana, in extent 7 amunams of paddy sowing, situated at Yatiyana; and bounded on the north by nedun tree and Amunakandiya, east by high road, south by Watuaddara-ela, and on the west by Palu-ganga. Valuation Rs. 3,500.

Writ amount Rs. 6,016.88, with legal interest on Rs. 5,711.99 from July 15, 1918, till payment in full, and Fiscal's charges.

Deputy Fiscal's Office, E. T. GOONEWARDENE,
Matara, February 14, 1920. Deputy Fiscal

In the District Court of Matara.

J. G. J. Samarawickrama of Polwatta Plaintiff.
No. 8,132. Vs.

P. G. Don Andoris Appu *alias* Louishami of Denepitiya Defendant.

NOTICE is hereby given that on Tuesday, March 16, 1920, at 9 o'clock in the forenoon, will be sold by public auction at the respective premises the following mortgaged property, viz. :—

(1) Undivided 11/12 share of the undivided planter's half share of 15 coconut trees of the third plantation and an undivided 33,781/144,000 share of all the paraveni fruit trees and of the soil of the land called Uswatta, situated at Denepitiya; and bounded on the north by Paragahawatta, east by Agalakapapukoratuwa, south by ela, and west by Palliyegurugewatta, in extent about 2 acres. Valuation Rs. 500.

(2) An undivided 1/7 share of all the paraveni fruit trees and of the soil, save and except the undivided planter's half share of the fruit trees of the $\frac{1}{3}$ portion near the ela, of the land called Pokunewatta *alias* Talgahapittaniyawatta, situated at Denepitiya; and the said $\frac{1}{3}$ portion is bounded on the north by $\frac{1}{3}$ portion of the same land, east and south by ela, and on the west by Mekiliyagahapittaniya, in extent about 4 acres. Valuation Rs. 150.

(3) Undivided $\frac{2}{3}$ share of the undivided planter's half share of the fruit trees of the portion called owita, the undivided planter's half share of the fruit trees of the 2nd and 3rd plantations of the southern portion of the undivided planter's half share of the breadfruit trees of the 1st plantation, and an undivided 33,109/75,168 share of the paraveni fruit trees and of the soil of the land called Mekiliyagahawatta *alias* Pittaniya, at ditto; and bounded on the north by Pokunewatta and Ilanperumagebima, east by Pokunewatta, south by ela, west by Polgahawatta and Polgahawatteowita, in extent about 3 acres. Valuation Rs. 1,000.

Writ amount Rs. 1,111.48, and Fiscal's charges.

Deputy Fiscal's Office, E. T. GOONEWARDENE,
Matara, February 13, 1920. Deputy Fiscal

In the District Court of Matara.

Arumabadu Don Davith Gunawardhana of Ahangama Plaintiff.
No. 8,230. Vs.

(1) Don Cornelis Samarasekera Weerasuriya as administrator of the estate of Clara Matilda Samarawickrema and another, both of Dikwella Defendants.

NOTICE is hereby given that on Thursday, March 25, 1920, at 9 o'clock in the forenoon, will be sold by public auction at the spot the right, title, and interest of the said defendants in the following mortgaged property for the recovery of Rs. 1,923.68, with legal interest thereon from September 25, 1919, till payment in full, and the Fiscal's charges, viz. :—

1. The undivided $\frac{1}{2}$ part or share of the soil and trees and of the buildings thereon of the land called Midigahakoratuwa, bearing assessment No. 228, at Kotuwegoda, in Matara; and bounded on the north by Beligahakoratuwa, east by Dehigahakoratuwa, south by road, and on the west by Kotogewatta; containing in extent about 1 acre. Valuation Rs. 900.

On Tuesday, March 30, 1920, at 9.30 A.M., at the spot.

2. The undivided $\frac{2}{3}$ part or share of the planter's $\frac{1}{2}$ share and the undivided 1/9 part or share of the paraveni trees and of the soil of the north-eastern $\frac{1}{3}$ portion of the land called Arehena, at Dikwella, in the Wellaboda pattu of Matara; and bounded on the north by Mekeliyagahahena and fence of Punchigodella-agala, east by the ditch of Patabendigehehena, south and west by portions of the said Arehena; and the said portion containing in extent about 2 acres. Valuation Rs. 250.

3. The undivided $\frac{1}{3}$ part or share of the planter's $\frac{1}{2}$ share of the 3rd plantation and (the undivided 1/14 share of the planter's $\frac{1}{2}$ share of the 2nd plantation, and an undivided 1/56 share of the soil and trees subject to life interest of Talawagamage Dona Kristina Samarawickrema Hamine of Dikwella, under deed of gift No. 1,662) of the land called Gedarawatta *alias* Pelawatta, at Dikwella aforesaid; and bounded on the north by Korapolgalewatta, east by fence of Patapelawatta, south by Potawa-addarawatta, and on the west by Godellawatta; containing in extent about 3 acres. Valuation Rs. 50.

4. The undivided $\frac{1}{3}$ part or share of the planter's $\frac{1}{2}$ share of plantations and (the undivided 1/224 part or share of soil and of the remaining fruit trees subject to life interest of the said T. D. Kristina Samarawickrema Hamine upon deed of gift No. 1,662) of the land called Mutungedarawatta, at Dikwella aforesaid; and bounded on the north by Weerasurigepahalawatta, east by wela, south by Pelawatta, and on the west by Godellawatta; containing in extent about 4 acres. Valuation Rs. 110.

5. The undivided $\frac{1}{3}$ part or share of the planter's $\frac{1}{2}$ share of 2nd plantation (an undivided 1/28 part or share of the soil and of the remaining fruit trees, subject to life interest of said T. D. Kristina Hamine upon the said gift deed) of the three portions marked letters A, B, and C, all in extent 2 roods and 11 perches of land Potawa-ahabodaipitawatta *alias* Potawa-ahabodagedarawatta, at Dikwella aforesaid; and the said three portions are bounded on the north by Pelawatta and Mutungedarawatta whereon Ediriappu is residing, east by Etamediyawala, south by portion D of the same land, and on the west by Alawattchena. Valuation Rs. 50.

6. The undivided $\frac{1}{3}$ part or share of the planter's $\frac{1}{2}$ share of the 2nd plantation and (an undivided 1/14 part or share of the soil and of the remaining fruit trees which is subject to life interest of the said Talawagamage Dona Kristina Samarawickrema Hamine upon the said deed of gift) of the portion marked D, in extent 1 rood and 5.5 perches of the said Potawa-ahabodagedarawatta *alias* Potawa-ahabodaipitawatta, at Dikwella aforesaid; which said portion is bounded on the north by the portion C allotted to D. B. S. Weerasooriya, Constable Arachchi, east and south by portion E allotted to D. A. M. Dissanayake, Notary, and on the west by Alawattchena. Valuation Rs. 60; total Rs. 1,420.

Deputy Fiscal's Office, E. T. GOONEWARDENE,
Matara, February 17, 1920. Deputy Fiscal

In the District Court of Matara.

Saranguhewage James de Silva of Weligama Plaintiff.
No. 8,473. Vs.

Elpitiye Bogodage Don Dionis *alias* Don Dionis Ranatunga of Kapuduwa Defendant.

NOTICE is hereby given that on the following dates and at the hours specified below will be sold by public auction at the respective premises the following mortgaged property, viz. :—

Thursday, March 18, 1920, at 9.30 A.M.

(1) All that field called Bakmeegahakumbura, situated at Uduwe Galboda, in Gangaboda pattu of Matara District; and bounded on the south, east, north by Alawatta addara, and on all the other sides by Uggoda-ela; and in extent 3 acres 1 rood and 29 perches. Valuation Rs. 2,000.

Saturday, March 20, 1920, at 9 A.M.

(2) The planter's undivided $\frac{1}{3}$ share of the fruit trees of the 4th plantation and an undivided 51/80 share of all the remaining paraveni fruit trees and of the soil of a portion

of the land called Henagahapuwatta, situated at Pelena, in the Weligam korale of Matara District, Southern Province; and the said portion is bounded on the north by Digapotha and Palliyewatta, east by Henagahapuwatta, south by Sahabanduwatta, and west by Palutagahawatta and Heendigapota; and in extent about 1 acre. Valuation Rs. 300.

(3) All the paraveni fruit trees and the soil and an undivided $\frac{4}{5}$ share of the planter's $\frac{1}{2}$ share of the fruit trees of the 2nd plantation and the planter's $\frac{1}{2}$ share of the fruit trees of the 3rd and 4th plantations, and an undivided $\frac{13}{20}$ share of all the remaining fruit trees and of the soil of the land called Palutagahawatta *alias* Ahangamagewatta, situated at ditto; and bounded on the north by Palliyewatta, east by Heendigapotha, south by Sahabanduwatta, and west by Suriyagahakoratuwa; and in extent about $1\frac{1}{2}$ acres. Valuation Rs. 500.

(4) Undivided $\frac{7}{15}$ share of 18 coconut trees and of 3 breadfruit trees of the 1st plantation, and of the 3 coconut trees and 5 breadfruit trees of the 2nd plantation, and an undivided $\frac{1}{2}$ share of the soil of the land called Batalawatta, situated at aforesaid Pelena; and bounded on the north by the river, east by Palliyewatta, south by Suriyagahakoratuwa, and west by Kalderanwatta; and in extent about $1\frac{1}{2}$ acres. Valuation Rs. 200.

Writ amount, Rs. 1,111.92, with legal interest from April 16, 1919, till payment in full, and Fiscal's charges.

Deputy Fiscal's Office, E. T. GOONEWARDENE,
Matara, February 13, 1920. Deputy Fiscal.

In the Additional Court of Requests of Galle.
M. T. T. K. M. Muttappa Chetty of Galle..... Plaintiff.

No. 11,443. Vs.

D. C. Bodaragama and another, both of Batalawatta..... Defendants.

NOTICE is hereby given that on Tuesday, March 23, 1920, at 2 o'clock in the afternoon, will be sold by public auction at the spot the right, title, and interest of the said defendants in the following property for the recovery of Rs. 280.48, with legal interest on Rs. 250.87 from October 7, 1919, till payment, and the Fiscal's charges, viz:—

1. An undivided $\frac{1}{11}$ of $\frac{1}{2}$ part of the 15 boutiques in Main street standing on the land Deniyayehena, situate at Deniyaya, in Morawak korale of Matara District; and bounded on the west and north by high road, south by the portion of the land bought from the shroff, east by tea estate. Valuation Rs. 981.80.

2. An undivided $\frac{1}{11}$ of $\frac{1}{2}$ part of the land Mahakumbura, situate at Pallegama, in the Morawak korale aforesaid; and bounded on the north by Maginpahala-asseddumakumbura, west by Mahakumburegodahena, south by Crown jungle, east by Ulugedarawatta, in extent about 6 acres and 29 perches. Valuation Rs. 45. Total, Rs. 1,026.80.

Deputy Fiscal's Office, E. T. GOONEWARDENE,
Matara, February 16, 1920. Deputy Fiscal.

In the District Court of Galle.
K. S. P. S. Kadirasan Chetty of India..... Plaintiff.
No. 16,196. Vs.

D. G. Boderagama and another, both of Batalawatta..... Defendants.

NOTICE is hereby given that on Tuesday, March 23, 1920, at 2 o'clock in the afternoon, will be sold by public auction at the spot the right, title, and interest of the said defendants in the following property for the recovery of Rs. 473.82, with legal interest on Rs. 418.06 from June 14, 1918, till payment, and the Fiscal's charges, viz:—

1. An undivided $\frac{1}{11}$ of $\frac{1}{2}$ part of the 15 boutiques in Main street standing on the land Deniyayehena, situate at Deniyaya, in the Morawak korale of Matara District; and bounded on the west and north by high road, south by the portion of the land bought from the shroff, east by tea estate. Valuation Rs. 981.80.

2. An undivided $\frac{1}{11}$ of $\frac{1}{2}$ part of the land Mahakumbura, situate at Pallegama, in the Morawak korale

aforesaid; and bounded on the north by Maginpahala-asseddumakumbura, west by Mahakumburegodahena, south by Crown jungle, east by Ulugedarawatta, in extent about 6 acres and 29 perches. Valuation Rs. 45. Total Rs. 1,026.80.

Deputy Fiscal's Office, E. T. GOONEWARDENE,
Matara, February 16, 1920. Deputy Fiscal.

Northern Province.

In the Court of Requests of Point Pedro.

Innasippillai Anthonippillai of Karaveddy North. Plaintiff.
No. 18,313. Vs.

Anthonippillai Nekkilapillai of Karaveddy North..... Defendant.

NOTICE is hereby given that on Thursday, March 18, 1920, 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 in the following property for the recovery of Rs. 300, with interest thereon at the rate of 9 per cent. per annum from January 4, 1919, until payment in full, and costs Rs. 30.27, poundage and charges, viz:—

An undivided $\frac{11}{24}$ share of a piece of land situated at Vathirikkurichchi in Karaveddy called Arasady; containing or reputed to contain in extent $23\frac{1}{2}$ lachams varaku culture, with palmyras, old and young, coconut trees, margosa trees, jak trees, tamarind trees, and well; bounded or reputed to be bounded on the east by the property of Sinnattambar Sababathippillai and others, north by the property of Parupathay, wife of Periyatamby and others, west by the property of Eyavetpillai, wife of Bastiampillai, and others, and south by the property of Elayathamby Sittampalam and others.

Fiscal's Office, A. ARIACUTTY,
Jaffna, February 17, 1920. Deputy Fiscal.

In the District Court of Trincomalee.

S. S. B. Kumarakulasinge of Trincomalee, now at Mayfield Road, Colombo..... Plaintiff.

No. 695. Vs.

P. Konamalai of No. 3 Division, Trincomalee.. Defendant.

NOTICE is hereby given that on Monday, March 15, 1920, commencing at 3 o'clock in the evening, will be sold by public auction the right, title, and interest of the said defendant in the following property, viz:—

1. A piece of land situated at Division No. 4, Trincomalee, Trincomalee District, Eastern Province, containing in extent on the east and west 24 fathoms and 1 cubit each, and on the north and south 36 fathoms 1 cubit each, with all rights relating thereto; bounded on the east by the land of S. E. Abdulrasool, on the south by road, and on the north and west by the land of M. Vyrattu.

2. A piece of land situated at Division No. 4, Trincomalee, Trincomalee District, Eastern Province, containing in extent 1 rood and $28\frac{40}{100}$ perches, with all rights relating thereto; bounded on the south-east by road leading to seashore, on the north-west by the land of S. E. Abdulrasool, on the north-east by land belonging to Local Board, and on the south-west by road leading to Kachcheri,

On Saturday, March 13, 1920, commencing at 2 p.m.

3. A piece of field called Mullipothanaikadu being lots Nos. 94596/P. P. 4,031 and 94597/P. P. 4,031, containing in extent 14 acres and 32 perches, situated at Tanglegam pattu, Trincomalee District, Eastern Province; bounded on the north by land described in T. P. 262,008, on the east by Crown land, on the south by Crown land, and by land reserved for road, and on the west by land reserved for road.

4. A piece of field called Mullipothanaikadu, containing in extent 6 acres and 12 perches, situated at Tanglegam pattu, Trincomalee District, Eastern Province; bounded on the north by land reserved for road, east by land being lot No. 944,993 described in P. P. 3,999, on the south by Crown land, and on the west by land being lot No. 94,596 described in P. P. 4,031.

On Wednesday, March 17, 1920, at 3 P.M.

5. A piece of land called Uppupallam, containing in extent 7 acres and 23 perches, situated at Mutur, in Koddiyar pattu, Trincomalee District, Eastern Province, with all rights relating thereto; bounded on the east and west by Crown land, on the north by the land of the heirs of S. Naina Marakayar, and on the south by the land of M. Ahamadulevvai.

3rd and 4th properties above mentioned were seized subject to mortgage.

Writ amount Rs. 1,981.92.

Deputy Fiscal's Office, M. SUBRAMANIAM,
Trincomalee, February 14, 1920. Deputy Fiscal.

9/11/20
North-Western Province.

In the District Court of Puttalam.

Seyna Soona Pana Subramaniam Chetty of Puttalam Plaintiff

No. 3,235. Vs.

William B. Muttukumaru of Kattakadu in Puttalam District Defendant.

NOTICE is hereby given that on March 13 and 15, 1920, at the time noted below, will be sold by public auction at the premises the right, title, and interest of the said defendant in the following property, viz. :—

At 9 A.M. on March 13, 1920.

1. The land mentioned in lot No. 7111, situate at Madurankuli, in Puttalam pattu in Puttalam District, in extent 13 acres 1 rood and 7 perches; and bounded on the north by land lot No. 7108 in preliminary plan 1,356, east by land lot No. 9925 in preliminary plan 1,976, south by land depicted in title plan 222,129, and west by reservation; the entirety within these boundaries. Subject to a mortgage.

At 12 noon on March 13, 1920.

2. The coconut garden called Manjadykany, situate at Kandala, in Akkarai pattu aforesaid, in extent 11 acres 1 rood and 20 perches; and bounded on the north by land mentioned in title plan 103,319, east by land mentioned in title plan 103,315, south by reservation, and west by Crown land; an undivided $\frac{1}{4}$ share of the above land. Subject to a mortgage.

At 12.30 P.M. on March 13, 1920.

3. The coconut garden called Pamadu and Manjadykany, situate at aforesaid pattu in Kattakadu, in extent 20 acres 1 rood and 20 perches; and bounded on the north by garden belonging to Peter Manual David, east by garden belonging to the heirs of Simon Pullenayagam Muttukumarpillai, south by garden belonging to Ahamado Neina Sego Ismail, and on the west by garden belonging to the heirs of Sego Ismail Mohamado Ibrahim Neina Idroos Marikar and others; an undivided $\frac{1}{4}$ share of the said land. Subject to a mortgage.

At 1.15 P.M. on March 13, 1920.

4. The garden called Periyatotam, situate at Kattakadu, in the aforesaid pattu, in extent $\frac{1}{2}$ acre more or less; and bounded on the north by the common fence of Perasan, east by land belonging to Davido, Police Headman, south by land belonging to Pedro Pariyari, and west by land belonging to Anthony Santiago; the entirety within these boundaries. Subject to a mortgage.

At 1.45 P.M. on March 13, 1920.

5. The coconut garden called Palaiaditottam, situate at the aforesaid village, in extent $\frac{1}{2}$ acre more or less; and bounded on the north by land belonging to Juliapillai Manualpillai, east by land belonging to Mathais Manual-

pillai, south by land belonging to the defendant, and west by land belonging to Bastianpillai Swakinopillai and others; the entirety within these boundaries. Subject to a mortgage.

At 2.30 P.M. on March 13, 1920.

6. The coconut garden called Periyatotam, situate at the aforesaid village, in extent about $\frac{1}{2}$ acre; and bounded on the north by land belonging to the defendant, east by land belonging to Mana Suppiah and others, south by land belonging to Ena Sena Muna Mohamado Cassim Marikar and others, and on the west by land belonging to Luvana David; within these boundaries house and all things contained therein. Subject to a mortgage.

At 1 P.M. on March 15, 1920.

7. The fields mentioned in lot No. V 634, T 634, P 634, and C 634 appearing in preliminary plan 1,378 and forming into one field, and situate at Sellankandal, in Puttalam pattu aforesaid, in extent 22 acres 3 roods and 36 perches; and bounded on the north, east, south, and west by Crown land; within these boundaries an undivided $\frac{1}{2}$ share of the field, jungle land, and all other things contained therein. Subject to a mortgage.

At 1.30 P.M. on March 15, 1920.

8. The two portions of jungle lands mentioned in lots W 634 and S 634 appearing in preliminary plan 1,378 and forming into one block, and situate at the aforesaid village, in extent 87 acres 2 roods and 33 perches; and bounded on the north, east, south, and west by Crown land; an undivided $\frac{1}{2}$ share of the land, with all things contained therein. Subject to a mortgage.

Amount of writ Rs. 2,778.89, with interest, cost of action, Fiscal's charges, &c.

Deputy Fiscal's Office, S. M. P. VANDERKOEEN,
Puttalam, February 16, 1920. Deputy Fiscal.

In the Court of Requests of Chilaw.

Ana Kana Sinna Kadiramen Pillai of Udappu Plaintiff.

No. 18,968. Vs.

Nana Wappusa Marikar of Pulichakulam Defendant.

NOTICE is hereby given that on Saturday, March 13, 1920, commencing at 2 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. An undivided $\frac{1}{2}$ share of the land called Veettaditottam, situate at Pudukudirippu in Anavilundan pattu of Pitigal korale north, in the District of Chilaw; and bounded on the north by land of the heirs of Kadaththan Sammatti and others, east by Puttalam road, south by land of the heirs of Kuppa Tamby and others, and west by water-course; containing in extent about 8 acres (exclusive of the houses where Siwan Wawa and T. Segu Muhammadu resides).

2. The land called Palliyaditottam, situate at Pudukudirippu aforesaid; and bounded on the north by road leading to Udappu, east by garden of Levvai Tamby Marikar, south by garden of the heirs of Wappu Marikar, and west by land of the defendant and others; containing in extent about $1\frac{1}{2}$ acres.

3. An undivided $\frac{1}{2}$ share of the land called Navalmarattaditottam, situate at Pudukudirippu aforesaid; and bounded on the north by road leading to Udappu, east by Palliyadikkani belonging to the defendant and others, south by garden of Seena Muna and others, and west by land called Weeduwalavutottakkani belonging to Parikari Marikar; containing in extent about 1 acre.

4. The land called Nallatambitottam, situate at Pulichakulam in Anavilundan pattu aforesaid; and bounded on the north by land of Muhammadu Sadakku, east by land of Levvai Tamby Marikar and others, south by land of Noordeen Lebbe and others, and west by land of Ahamadu Lebbe and others; containing in extent about $\frac{1}{2}$ an acre.

5. An undivided $\frac{1}{4}$ share of the land called Sinaivayal-tennaitotam, situate at Pulichchakulam aforesaid; and bounded on the north by land of Jebanwawa, east by bund of Battulu-oya, south by land of Noordeen Lebbe, and west by field of Kader Tamby and others; containing in extent about 4 acres.

6. The land called Sellamarikar Weettaditottamkani, with the house standing thereon, situate at Pudukudirippu aforesaid; and bounded on the north by land of Segu Muhammadu, east by land of Rasamarikar and others, south by land now of Nallarakku and others, and west by land of Cader Tamby; containing in extent about $\frac{1}{4}$ of an acre.

Amount to be levied Rs. 221.70, with legal interest on Rs. 198.25 from February 26, 1919, till payment in full, and poundage. Valuation, Rs. 1,625.

Deputy Fiscal's Office,
Chilaw, February 17, 1920.

CHARLES DE SILVA,
Deputy Fiscal.

Province of Uva.

In the District Court of Nuwara Eliya.

Hettiaratchige Alice Rodrigo and her husband Weerasinghe Dikmadugodage Don Dias, both of Nuwara Eliya Plaintiffs.

No. 504.

Vs.

Nallaperunatantrige Don Edoris de Silva of Padinawela in Udukinda, of the Province of Uva .. Defendant.

NOTICE is hereby given that on Saturday, March 20, 1920, at 12 noon, will be sold by public auction at the premises the right, title, and interest of the said defendant in the following property, viz. :—

All that portion of land containing in extent 7 acres 25 perches lying towards the east, south-east, and south of and formerly forming part and parcel of all that allotment of land situated in the village Padinawela in Udapalata, in the District of Badulla; bounded on the north-east by land said to belong to the Crown and by lands described in plans Nos. 57,550 and 57,551, on the east by water-course, on the south-east and south-west by land said to belong to Crown, and on the west by water-course and by land said to belong to Crown, and on the north-west by a water-course, by land said to belong to Crown, and by land described in plan No. 57,551; containing in extent, exclusive of the road ten feet broad and the water-course passing through the land 9 acres 25 perches according to the survey and description thereof bearing date September 20, 1862, No. 67,552, together with all the buildings standing thereon.

The above 7 acres 25 perches allotment of land is bounded on the north by land belonging to Henry de Silva, south by Abergilie estate, east by water-course, and west by land said to belong to Siyatu.

Fiscal's Office,
Badulla, February 17, 1920.

H. C. WIJESINGHE,
Deputy Fiscal.

Province of Sabaragamuwa.

In the District Court of Kegalla.

Suna Pana Awenna Arumogan Chetty, by his attorney Suna Pana Awenna Rakappan of Hingula... Plaintiff.

No. 4,756.

Vs.

Dharman Kanakkapulle of Galgediyana estate... Defendant.

NOTICE is hereby given that on March 13, 1920, commencing 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, viz. :—

1. The 6 contiguous lands called Gallenamulahena, Galgodehena, Tunayehena, Arambehena, Ambakandayewatta, and Aramba of 9 acres *alias* 3 amunams of paddy

sowing in extent, situated at Beligoda, in Tumpalata pattu of Paranakuru korale, in the District of Kegalla, of the Province of Sabaragamuwa; and bounded on the east by the stone fence of Ukkuwa's garden and stream, on the south by tea estate, on the west by Talgaha-ela, and on the north by the stone fence of Patti Ambagahamulahena and stone fence in deniya.

2. All that Meegahahena of 3 pelas of paddy sowing in extent, situated at ditto; and bounded on the east by the Galenda on Gallenamulahena, on the south by the stone fence of Agalawatta and the stone fence on Uda-meegahahena, on the west by Talagahahena, and on the north by Arambehena and the stone fence on Ambalakanthagawatta.

3. All that Hitinawatta of about 1 pela of paddy sowing in extent, situated at ditto; and bounded on the east by the stone fence, or the south by the stone fence on deniya, on the west by the stone fence on Pansalawatta, and on the north by the stone fence on Getakosgahamulakotuwa.

To levy Rs. 2,097.22, with legal interest at 9 per cent. per annum on Rs. 1,970 from May 2, 1918, and poundage.

Deputy Fiscal's Office,
Kegalla, February 17, 1920.

R. G. WIJETUNGA,
Deputy Fiscal.

In the District Court of Colombo.

Aron Ernest Ranasinghe of Avissawella..... Plaintiff.

No. 51,787.

Vs.

Naina Marikkar Mohanadu of Talduwa, attorney of Ibrahim Lebbe Amina Umma..... Defendant.

NOTICE is hereby given that on March 20, 1920, commencing 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, viz. :—

(1) An allotment of land marked B and C in the plan called Nugahagawatta and the adjoining Godakele, situated at Madola, in Panawal korale of Three Korales, in the District of Kegalla, of the Province of Sabaragamuwa; and bounded on the north by the ditch separating lot B from lot A belonging to Sarnelis Appuhamy, east by Hirage-ela, on the south by Okandeowita, and on the west by tea estate; containing 9 acres 1 rood and 28 perches according to the plan dated September 30, 1906, made by R. W. Hepponstall, Surveyor.

(2) An undivided $\frac{3}{8}$ share of the land called Bomaluwagawawatta, situated at Talduwa, in Atulugam korale of Three Korales aforesaid; and bounded on the north by the live fence of Patirajagawatta, on the east by the live fence of Kasie Lebbe Vedarala's garden, on the south by Rukkattanaowita and live fence, and on the west by the high road; containing 1 acre in extent.

(3) All that allotment of land marked B in the plan, being $\frac{2}{3}$ shares of Dawatagahawatta, situated at Talduwa aforesaid; and bounded on the north by lot A, on the east by Badahelayakumbura, on the south by live fence of Mudunga Natchia's garden, and on the west by the high road; containing 2 roods and 39 perches in extent.

4. All that allotment of land called Ganapantiekurahanwatta, situated at Talduwa aforesaid; and bounded on the north by Dawatagahawatta, east by Badahelayakumbura and Angampitiyewatta, south by Angampitiyewatta, and on the west by the cart road from Talduwa to Avissawella; containing 1 rood and 35 perches in extent.

5. An undivided one half share of the land called Kotahadolakumbura, situated at Debegama, in Atulugam korale aforesaid; and bounded on the north by Nahalageowita and Godakele, east by ela, south by Kotahaldola-ela, and on the west by Debegama-ela; containing in extent 3 parrahs of paddy sowing.

To levy Rs. 580.39, with interest on Rs. 1,826.66 at the rate of 16 per cent. per annum from November 25, 1918, to February 11, and thereafter further interest on the aggregate amount at 9 per cent. per annum.

Deputy Fiscal's Office,
Kegalla, February 14, 1920.

R. G. WIJETUNGA,
Deputy Fiscal.

NOTICES IN TESTAMENTARY ACTIONS.

In the District Court of Colombo.

Order Nisi.

Testamentary Jurisdiction. In the Matter of the Intestate Estate of the late Galolukankanamalage Punched Hendrick Appu of Pelpita, in the Gangaboda pattu of Siyane korale, deceased.

Galolukankanamalage Romanis Appu of Pelpita. Petitioner.

And

- (1) Galolukankanamalage Appu Singho Appu, (2) Galolukankanamalage Podi Singho Appu, both of Pelpita, (3) Galolukankanamalage Podihamy, widow of Halimunne Appuhamillage Aratchi Appu, deceased, of Timbirigama, in the Gangaboda pattu of Siyane korale, (4) Galolukankanamalage Suwaris Appu of Pelpita, (5) Galolukankanamalage Sanchihamy of Narangaspitiya, wife of (6) Alagiyawanne Mohottippuhamillage Sarnelis Appuhamy of Narangaspitiya, (7) Galolukankanamalage Mangohamy, wife of (8) Kalu Aratchige Don Hendrick, both of Pugoda, in the Gangaboda pattu of Siyane korale. Respondents.

THIS matter coming on for disposal before William Wadsworth, Esq., District Judge of Colombo, on February 3, 1920, in the presence of Messrs. Pereira & Dias, Proctors, on the part of the petitioner above named; and the affidavit of the said petitioner dated December 17, 1919, having been read:

It is ordered that the petitioner be and he is hereby declared entitled, as a son 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 March 4, 1920, show sufficient cause to the satisfaction of this court to the contrary.

February 3, 1920.

W. WADSWORTH,
District Judge.

In the District Court of Colombo.

Order Nisi declaring Will proved.

Testamentary Jurisdiction. In the Matter of the Last Will and Testament (with Codicils) of George Hay No. 69. Alston, at one time of Colombo, but latterly of Seremban Bickley, in the County of Kent, deceased.

THIS matter coming on for disposal before William Wadsworth, Esq., District Judge of Colombo, on February 13, 1920, in the presence of Messrs. F. J. & G. de Saram, Proctors, on the part of the petitioner William Henry Figg of Colombo; and (1) the affidavit of the said petitioner dated February 13, 1920, and (2) the order of the Supreme Court dated February 11, 1920, having been read: It is ordered that the will of the said George Hay Alston, deceased, dated December 29, 1910, and two codicils thereto dated respectively February 16, 1911, and May 13, 1916, 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 William Henry Figg is one of the executors named in the said will and that he is entitled to have probate thereof issued to him accordingly, unless any person or persons interested shall, on or before February 26, 1920, show sufficient cause to the satisfaction of this court to the contrary.

February 13, 1920.

W. WADSWORTH,
District Judge.

In the District Court of Colombo.

Order Nisi.

Testamentary Jurisdiction. In the Matter of the Intestate Estate of the late Polwattege Marthois Perera of Ingiriyawatta in Pahala Palahgamuwa, in the District of Kegalla, deceased.

Kuruppuge Podi Singho of Dematagoda in Colombo. Petitioner.

And

- (1) Polwattege Agida Perera of Hewagama, in the Palle pattu of Hewagam korale, (2) Dolawattege Punched Singho, and (3) Dolawattege Kalo Nona, both of Bomiriya, in Palle pattu of Hewagam korale. Respondents.

THIS matter coming on for disposal before William Wadsworth, Esq., District Judge of Colombo, on January 27, 1920, in the presence of Mr. Paranavithana, Proctor, on the part of the petitioner above named; and the affidavit of the said petitioner dated January 19, 1920, having been read:

It is ordered that the petitioner be and he is hereby declared entitled, as the nephew 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 February 26, 1920, show sufficient cause to the satisfaction of this court to the contrary.

January 27, 1920.

W. WADSWORTH,
District Judge.

In the District Court of Colombo.

Order Nisi.

Testamentary Jurisdiction. In the Matter of the Intestate Estate of the late Adamburage Johana de Alwis of Kirillapone in the Palle pattu of Salpiti korale, deceased.

Widanelage John Soya of Kirillapone afore-said. Petitioner.

And

- (1) Widanelage Daniel Soya and (2) Adamburage Charles Alwis, both of Kirillapone. Respondents.

THIS matter coming on for disposal before William Wadsworth, Esq., District Judge of Colombo, on January 22, 1920, in the presence of Messrs. P. D. A. Mack & Sons, Proctors, on the part of the petitioner above named; and the affidavit of the said petitioner dated January 19, 1920, having been read:

It is ordered that the petitioner be and he is hereby declared entitled, as the husband of the above-named deceased, to have letters of administration to her estate issued to him, unless the respondents above named or any other person or persons interested shall, on or before March 4, 1920, show sufficient cause to the satisfaction of this court to the contrary.

January 22, 1920.

W. WADSWORTH,
District Judge.

In the District Court of Colombo.

Order Nisi declaring Will approved.

Testamentary Jurisdiction. In the Matter of the Last Will and Testament of Sir William Duff Gibbon of 4, Surrey road, Bournemouth in the County of Hants, Knight, deceased.

THIS matter coming on for disposal before William Wadsworth, Esq., District Judge of Colombo, on February 13, 1920, in the presence of Mr. J. A. Martensz, Proctor,

on the part of the petitioner Leslie William Frederick de Saram of Colombo; and (1) the affidavit of the said petitioner dated February 10, 1920, (2) the power of attorney dated August 11, 1919, and (3) the order of the Supreme Court dated January 31, 1920, having been read: It is ordered that the will of the said William Duff Gibbon, deceased, dated April 4, 1917, 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 Leslie William Frederick de Saram is the attorney in Ceylon of the proving 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 February 26, 1920, show sufficient cause to the satisfaction of this court to the contrary.

February 13, 1920. W. WADSWORTH, District Judge.

In the District Court of Colombo.

Order Nisi

Testamentary In the Matter of the Intestate Estate of the late Yoo-soof Lebbe Boeebe Zuleiha of No. 6,962, No. 136, St. Joseph's street, Grandpass, Colombo, deceased.

Colenda Marikar Hadjiar Mohamed Hassen of St. Joseph's street, Grandpass, Colombo. . . . Petitioner.

And

- (1) Assen Meera Lebbe Yoo-soof Lebbe, (2) Oduma Lebbe Marikar Moomeena Umma, (3) Azeza Umma, (4) Mohamed Sadeen, (5) Mohamed Auoof, (6) Mohamed Mahroof, (7) Noor Thahira, and (8) Ummuna Umma, all of St. Joseph's street, Colombo Respondents.

THIS matter coming on for disposal before William Wadsworth, Esq., District Judge of Colombo, on January 30, 1920, in the presence of Mr. Zaheed, Proctor, on the part of the petitioner above named; and the affidavit of the said petitioner dated December 11, 1919, having been read:

It is ordered that the petitioner be and he is hereby declared entitled, as the husband of the above-named deceased, to have letters of administration to her estate issued to him, unless the respondents above named or any other person or persons interested shall, on or before February 26, 1920, show sufficient cause to the satisfaction of this court to the contrary.

January 30, 1920. W. WADSWORTH, District Judge.

In the District Court of Colombo.

Order Nisi

Testamentary In the Matter of the Intestate Estate of Charles William Samuel Smith (also known as Charles William Eastgate Smith) at one time of Wereagalla estate in Yatiyantota and latterly of 11, Porchester Terrace, Lancaster Gate, in the County of Middlesex, a Captain in the Manchester Regiment, deceased.

THIS matter coming on for disposal before William Wadsworth, Esq., District Judge of Colombo, on February 13, 1920, in the presence of Mr. J. A. Martensz, Proctor, on the part of the petitioner Leslie William Frederick de Saram of Colombo; and (1) the affidavit of the said petitioner dated February 10, 1920, (2) power of attorney dated October 18, 1919, (3) minute of consent dated October 18, 1919, and (4) order of the Supreme Court dated January 31, 1920, having been read: It is ordered that the said Leslie William Frederick de Saram is the attorney in Ceylon of Charlotte Elizabeth Eastgate Smith, the administratrix duly appointed by His Majesty's High Court of Justice in England, and one of the heirs of the above-named Charles William Samuel Smith, deceased, and as such

entitled to have letters of administration issued to him accordingly, unless any person or persons interested shall, on or before February 26, 1920, show sufficient cause to the satisfaction of this court to the contrary.

February 13, 1920. W. WADSWORTH, District Judge.

In the District Court of Colombo.

Order Nisi declaring Will proved.

Testamentary In the Matter of the Last Will and Testament of William Anderson Wilson, sometime of Kinross, late of Pita Ratmalie, Haputale, deceased.

THIS matter coming on for disposal before William Wadsworth, Esq., District Judge of Colombo, on February 13, 1920, in the presence of Mr. J. A. Martensz, Proctor, on the part of the petitioner Leslie William Frederick de Saram of Colombo; and (1) the affidavit of the said petitioner dated February 10, 1920, (2) the power of attorney dated October 25, 1919, and (3) the order of the Supreme Court dated January 31, 1920, having been read: It is ordered that the will of the said William Anderson Wilson, deceased, dated October 1, 1909, a certified copy of which under the Seal of the Commissariat of Edinburgh 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 Leslie William Frederick de Saram is the attorney in Ceylon of the executrix 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 February 26, 1920, show sufficient cause to the satisfaction of this court to the contrary.

February 13, 1920. W. WADSWORTH, District Judge.

In the District Court of Kalutara.

Order Nisi declaring Will proved.

Testamentary In the Matter of the Estate of the late Don Simon Dassanayaka Veda Appuhamy, deceased, of Kuruppumulla, in Panadura.

THIS matter coming on for disposal before Alan Beven, Esq., District Judge of Kalutara, on December 17, 1919, in the presence of Mr. D. E. de Zilva, Proctor, on the part of the petitioner Kuruppumullage Dona Sobina Ana Wijayawardana Hamine of Kuruppumulla; and the affidavit of the said petitioner dated December 16, 1919, having been read:

It is ordered that the last will and testament of Don Simon Dassanayaka Veda Appuhamy, deceased, dated June 18, 1902, bearing No. 5,713 and attested by D. D. W. Jayatillaka, Notary Public, and now deposited in this court (marked A), be and the same is hereby declared proved, unless any person or persons interested shall, on or before February 26, 1920, show sufficient cause to the satisfaction of this court to the contrary.

It is further declared that the said Kuruppumullage Dona Sobina Ana Wijayawardana Hamine is the executrix named in the said will, and that she is entitled to have probate of the same issued to her accordingly, unless any person or persons interested shall, on or before February 26, 1920, show sufficient cause to the satisfaction of this court to the contrary.

December 17, 1919. ALLAN BEVEN, District Judge.

In the District Court of Negombo.

Order Nisi.

Testamentary In the Matter of the Last Will and Testament of Pattage Manuel Fernando of Kimbulapitiya, in Dunagaha pattu of the Alutkuru korale, deceased.

THIS matter coming on for disposal before J. E. de Zoysa, Esq., Acting District Judge of Negombo, on January 30, 1920, in the presence of Mr. Samaratunga, Proctor,

on the part of the petitioner Pattage Pabilis Fernando; and the affidavit of the said petitioner dated December 9, 1919, having been read:

It is ordered that the petitioner be and he is hereby declared entitled, as one of the sons of the testator, to administer the estate of the deceased, and that letters of administration do issue to him accordingly, with a copy of the will annexed, unless the respondents—(1) Pattage Katharina Fernando of Kimbulapitiya, assisted by her husband (2) Kehelbaddarage Gabriel Fernando of Kimbulapitiya, (3) Pattage Charles Fernando, (4) ditto Simon Fernando, (5) ditto Emaliya Agnes Fernando, (6) ditto Jane Rosalin Fernando, (7) ditto Kaidin Fernando, (8) ditto Simeon Fernando, all of Kimbulapitiya, (9) Kurugamage Jeepin Fernando of Asgiriwalpola, the 4th, 5th, 6th, 7th, and 8th respondents are minors, by their guardian *ad litem* the 3rd respondent—or any other person or persons interested shall, on or before February 26, 1920, show sufficient cause to the satisfaction of this court to the contrary.

January 30, 1920. J. E. DE ZOYSA,
Acting District Judge.

In the District Court of Negombo.

Order Nisi.

Testamentary In the Matter of the Estate and Effects of Jurisdiction. Pattage Luvis Fernando of Kimbulapitiya, in Dunagaha pattu of the Alutkuru korale, deceased. No. 1,830.

THIS matter coming on for disposal before J. E. de Zoysa, Esq., Acting District Judge of Negombo, on January 27, 1920, in the presence of Mr. Samaratunga, Proctor, on the part of the petitioner Pattage Pabilis Fernando of Kimbulapitiya; and the affidavit of the said petitioner dated December 15, 1919, having been read:

It is ordered that the petitioner be and he is hereby declared entitled, as a younger brother of the deceased above named, and as one of the heirs to his estate, to administer the estate of the said deceased, and that letters of administration do issue to him accordingly, unless the respondents—(1) Kurugamage Jeepin Fernando of Asgiriwalpola, (2) Pattage Katharina Fernando of Paragamana, in the District of Kurunegala, assisted by her husband (3) Kehelbaddarage Gabriel Fernando of Kimbulapitiya, (4) Pattage Charles Fernando, (5) ditto Simon Fernando, (6) ditto Emaliya Agnes Fernando, (7) ditto Jane Rosalin Fernando, (8) ditto Kaidin Fernando, (9) ditto Simeon Fernando, all of Kimbulapitiya, 5th, 6th, 7th, 8th, and 9 are minors by their guardian *ad litem* the 4th respondent—or any person or persons interested shall, on or before February 19, 1920, show sufficient cause to the satisfaction of this court to the contrary.

January 27, 1920. J. E. DE ZOYSA,
Acting District Judge.

Time for showing cause against this *Order Nisi* has been extended for February 26, 1920.

W. S. DE SARAM,
District Judge.

In the District Court of Negombo.

Order Nisi.

Testamentary In the Matter of the Estate of the late Jurisdiction. Warnakulasuria Martino Fernando of Negombo. No. 1,834.

THIS matter coming on for disposal before W. S. de Saram, Esq., District Judge of Negombo, on January 12, 1920, in the presence of Mr. H. A. Jayatilleke, Proctor, on the part of the petitioner Nicholas Emmanuel de Croos of Negombo; and the affidavit of the said petitioner dated January 6, 1920, having been read:

It is ordered that the respondents or any one of them is hereby declared entitled as heirs to administer the estate of the said deceased, and in the event of their failure to

take out letters of administration to the estate, that the Secretary of the District Court of Negombo, be and he is hereby entitled to administer the said estate, unless the respondents—(1) Warnakulasuria Philomina Fernando, wife of (2) Warnakulasuria Manuel Fernando, both of 3rd division, Hunupitiya, in Negombo, (3) Warnakulasuria Hendrick Fernando of Kudapaduwa, (4) T. B. Claasz, Secretary for the time being—or any other person or persons interested shall, on or before February 17, 1920, show sufficient cause to the satisfaction of this court to the contrary.

January 12, 1920. W. S. DE SARAM,
District Judge.

Extended to February 26, 1920.

February 17, 1920. W. S. DE SARAM,
District Judge.

In the District Court of Negombo.

Order Nisi.

Testamentary In the Matter of the Estate and Effects of Jurisdiction. Wickrama-arachchige Don Sarnelis Vedrala of Marapola in Dasia pattu of the Alutkuru korale, deceased. No. 1,839.

THIS matter coming on for disposal before J. E. de Zoysa, Esq., Acting District Judge of Negombo, on January 30, 1920, in the presence of Mr. Samaratunga, Proctor, on the part of the petitioner Don Peter Wickramasinghe of Marapola; and the affidavit of the said petitioner dated January 16, 1920, having been read:

It is ordered that the petitioner be and he is hereby declared entitled, as a son and one of the heirs of the said deceased, to administer the estate of the deceased above named, and that letters of administration do issue to him accordingly, unless the respondent Don William Wickramasinghe of Marapola or any person or persons interested shall, on or before March 3, 1920, show sufficient cause to the satisfaction of this court to the contrary.

January 30, 1920. J. E. DE ZOYSA,
Acting District Judge.

In the District Court of Negombo.

Order Nisi.

Testamentary In the Matter of the Inestate Estate of Jurisdiction. Leanage Isak Perera of Manaweriya, deceased. No. 1,840.

THIS matter coming on for disposal before J. E. de Zoysa, Esq., Acting District Judge of Negombo, on February 2, 1920, in the presence of Mr. Samaratunga, Proctor, on the part of the petitioner Leanage Anthony Francis Perera of Manaweriya; and the affidavit of the said petitioner dated January 30, 1920, having been read:

It is ordered that the said petitioner be and he is hereby declared entitled, as the son of the deceased, to administer the estate of the deceased above named, and that letters of administration do issue to him accordingly, unless the respondents—(1) Panambarage Eujen Fernando of Manaweriya, (2) Leanage Lawarina Perera, assisted by her husband (3) Panambarage Isidore Fernando, both of Pallansena—or any other person or persons interested shall, on or before March 4, 1920, show sufficient cause to the satisfaction of this court to the contrary.

February 2, 1920. J. E. DE ZOYSA,
Acting District Judge.

In the District Court of Kandy.

Order Nisi declaring Will proved, &c.

Testamentary In the Matter of the Last Will and Testa- Jurisdiction. ment of John Hemsted, late of Preston Capes Rectory Byfield Northampton, and formerly of Madulkele, Ceylon. No. 3,627.

THIS matter coming on for disposal before Felix Reginald Dias, Esq., District Judge of Kandy, on February 4, 1920, in the presence of Messrs. Liesching & Lee,

Proctors, on the part of the petitioners Edward Cummin Scott and Russell Hancock, both of Madulkele; and the affidavits of the petitioners dated January 21, 1920, and their petition having been read:

It is ordered that the said petitioners Edward Cummin Scott and Russell Hancock, executors of the last will and testament of the deceased above named, be and they are hereby declared entitled to letters of administration to the deceased's estate in Ceylon, with a copy of the will annexed, unless any person or persons interested shall, on or before March 11, 1920, show sufficient cause to the satisfaction of this court to the contrary.

February 4, 1920.

FELIX R. DIAS,
District Judge.

In the District Court of Kandy.

Order Nisi.

Testamentary In the Matter of the Estate of the late
Jurisdiction. Arthur J. Thomas, deceased, of Der-
No. 3,628. rington Grove, Peradeniya.

THIS matter coming on for disposal before Felix Reginald Dias, Esq., District Judge, Kandy, on February 4, 1920, in the presence of Nigel Inglesant Lee, the petitioner; and the affidavit of the said Nigel Inglesant Lee of Kandy, dated February 2, 1920, and his petition having been read:

It is ordered that the petitioner Nigel Inglesant Lee, as attorney of the sole heir of the deceased above named, be and he is hereby declared entitled to letters of administration to the estate of the deceased, unless any person or persons interested shall, on or before February 26, 1920, show sufficient cause to the satisfaction of this court to the contrary.

February 4, 1920.

FELIX R. DIAS,
District Judge.

In the District Court of Kandy.

Testamentary In the Matter of the Estate of the late
Jurisdiction. Henaviya Bandaralage Tikiri Banda,
No. 3,630. deceased, of Kaudupellella.

THIS matter coming on for disposal before Felix Reginald Dias, Esq., District Judge, Kandy, on February 5, 1920, in the presence of Messrs. Wijayatilake & Wijayatilake, Proctors, on the part of the petitioner Hulangamuwewattewalawwe Tikiri Kumarihamy of Kaudupellella; and the affidavit of the said petitioner dated January 26, 1920, and her petition having been read: It is ordered that the said petitioner Hulangamuwewattewalawwe Tikiri Kumarihamy of Kaudupellella, as the mother of the deceased above named, be and she is hereby declared entitled to letters of administration to his estate, unless the respondents—(1) Mutukudawalawwe Tikiri Kumarihamy, (2) Henaviya Bandaralage Medduma Kumarihamy, and (3) Henaviya Bandaralage Anulawati Kumarihamy—or any person or persons interested shall, on or before February 26, 1920, show sufficient cause to the satisfaction of this court to the contrary.

February 5, 1920.

FELIX R. DIAS,
District Judge.

In the District Court of Galle.

Order Nisi.

Testamentary In the Matter of the Estate of the late
Jurisdiction. Mahadurage Danoris, deceased, of Dan-
No. 5,066. gedara.

THIS matter coming on for disposal before F. J. Soertsz, Esq., District Judge of Galle, on September 4, 1919, in the presence of Mr. G. E. Abayawardene, Proctor, on the part of the petitioner Dewnugei Meelin; and the affidavit of the petitioner dated September 4, 1919, having been read:

It is further ordered and declared that the said Dewnugei Meelin is, as the widow of the deceased, entitled to administer his estate and that letters of administration for the same be issued to her accordingly, unless the respondents—

(1) Mahaduragei Mino, (2) Mahaduragei Babuchcho, (3) Mahaduragei Dionis, (4) Mahaduragei Thoronis, (5) Mahaduragei Seadoris—or any others interested shall, on or before September 25, 1919, show sufficient cause to the satisfaction of this court to the contrary.

September 4, 1919.

F. J. SOERTSZ,
District Judge.

Publications extended to February 26, 1920.

L. W. C. SCHRADER,
District Judge.

In the District Court of Galle.

Order Nisi.

Testamentary In the Matter of the Estate of the late
Jurisdiction. Lamahewage Charlina, deceased, of
No. 5,144. Galupiadda.

THIS matter coming on for disposal before L. W. C. Schrader, Esq., District Judge of Galle, on December 18, 1919, in the presence of Mr. D. Amarasuriya, Proctor, on the part of the petitioner Appuhennedige Mendis de Silva; and the affidavit of the petitioner dated December 18, 1919, having been read:

It is ordered that the 3rd respondent Uyanage Sadiris de Silva be and he is hereby appointed guardian *ad litem* over the minors Appuhennedige Baby *alias* Lilawathi and Appuhennedige Hinminona, 1st and 2nd respondents.

It is further declared that the said petitioner Appuhennedige Mendis de Silva is, as husband of the deceased, entitled to administer her estate, and that letters of administration for the same be issued to him accordingly, unless the respondents above named or any others interested shall, on or before January 15, 1920, show sufficient cause to the satisfaction of this court to the contrary.

December 18, 1919.

L. W. C. SCHRADER,
District Judge.

Extended to February 26, 1920.

February 5, 1920.

L. W. C. SCHRADER,
District Judge.

In the District Court of Galle.

Order Nisi.

Testamentary In the Matter of the Estate of the
Jurisdiction. late Nanayakkarawassan Godeliyanage
No. 5,168. Hendrick Appuhamy, deceased, of
Pitiduwa.

THIS matter coming on for disposal before L. W. C. Schrader, Esq., District Judge of Galle, on February 4, 1920, in the presence of Mr. R. A. H. de Vos, Proctor, on the part of the petitioner Meteramba Bala-aratchige Bartholomeuz de Silva; and the affidavit of the petitioner dated February 4, 1920, having been read: It is ordered that 3rd respondent be appointed guardian *ad litem* over 1st and 2nd minor respondents, unless the respondents—(1) Nanayakkarawassan Godeliyanage George, (2) Nanayakkarawassan Godeliyanage Charles, (3) Metaramba Bala-aratchige Dona Emalia de Sophia—or any others interested shall, on or before February 26, 1920, show sufficient cause to the satisfaction of this court to the contrary.

It is further ordered that the said Metaramba Bala-aratchige Bartholomeuz de Silva is, as brother-in-law of the deceased, entitled to administer his estate, and that he is entitled to have letters of administration of the same issued to him accordingly, unless the respondents or any others interested shall, on or before February 26, 1920, show sufficient cause to the satisfaction of this court to the contrary.

February 4, 1920.

L. W. C. SCHRADER,
District Judge.

In the District Court of Matara.

Order Nisi declaring Will proved.

Testamentary In the Matter of the Estate of the late
Jurisdiction. Ratnayake Palliyage Don Carolis,
No. 2,611. deceased, of Uda Apparekka.

THIS matter coming on for disposal before G. P. Keuneman, Esq., District Judge of Matara, on January 24, 1920, in the presence of Mr. W. E. Grebe on the part of the petitioner Ranasing Gamage Kanchinahamy of Gabadaweediya; and the affidavit of the said petitioner dated January 13, 1920, having been read: It is ordered that the letters of administration be issued to the above-named petitioner as widow of the said deceased, unless the respondents, viz., (1) Ratnayake Palliyagey Leelawathi of Gabadaweediya and (2) Gamagey Nonis Ranasinghe of Matara shall, on or before March 3, 1920, show sufficient cause to the satisfaction of this court to the contrary.

It is further ordered that the said 2nd respondent be appointed guardian *ad litem* of the said 1st minor respondent, unless the said respondents shall, on or before March 3, 1920, show sufficient cause to the satisfaction of this court to the contrary.

January 24, 1920.

F. D. PERIES,
District Judge.

In the District Court of Jaffna.

Order Nisi.

Testamentary In the Matter of the Estate of the late
Jurisdiction. Sellamma, wife of Chellappah Mail-
No. 4,046. vanam, late of Rangoon, deceased.

Chellappah Mailvanam of Vannarponnai East..Petitioner.

Vs.

- (1) Mailvanam Sukantham of Vannarponne East,
(2) Thankam, widow of Kumam of Vannarponnai East, the 1st respondent is a minor appearing by her guardian *ad litem* the 2nd respondent . . . Respondents.

THIS matter of the petition of Chellappah Mailvanam of Vannarponnai East praying for letters of administration to the estate of the above-named deceased Sellamma, wife of Chellappah Mailvanam, coming on for disposal before the Hon. Sir. A. Kanagasabai, District Judge, on August 26, 1919, in the presence of Mr. K. Somasundram, Proctor, on the part of the petitioner; and the affidavit of the petitioner dated July 30, 1919, having been read: It is declared that the petitioner is the lawful husband of the said intestate, and is entitled to have letters of administration to the estate of the said intestate issued to him, unless the respondents or any other person shall, on or before February 26, 1920, show sufficient cause to the satisfaction of this court to the contrary.

February 6, 1920.

A. KANAGASABAI,
District Judge.

In the District Court of Jaffna.

Order Nisi.

Testamentary In the Matter of the Estate of the late
Jurisdiction. Chellam, wife of Sinnathamby Suppiah,
No. 4,092. of Tirunelvely, deceased.

Sinnathamby Suppiah of Tirunelvely Petitioner

Vs.

- (1) Nagamuttoo, widow of Kanthar of Tirunelvely,
(2) Achchippillai, daughter of Suppiah of ditto, a minor by her guardian *ad litem* the 1st respondent Respondents.

THIS matter of petition of Sinnathamby Suppiah of Tirunelvely praying for letters of administration to the estate of the above-named deceased Chellam, wife of Sinnathamby Suppiah, of Tirunelvely, coming on for disposal before Hon. Sir. A. Kanagasabai, Kt., District Judge, on January 20, 1920, in the presence of Messrs.

Sivapragasam & Katiressu, Proctors, on the part of the petitioner; and the affidavit of the petitioner dated October 27, 1919, having been read: It is declared that the petitioner is, as husband of the said intestate, is entitled to have letters of administration to the estate of the said intestate issued to him, unless the respondents or any other person shall, on or before February 12, 1920, show sufficient cause to the satisfaction of this court to the contrary.

A. KANAGASABAI,
District Judge.

Time to show cause has been extended to March 2, 1920.

A. KANAGASABAI,
District Judge.

In the District Court of Jaffna.

Order Nisi.

Testamentary In the Matter of the Estate of Ampalavanar
Jurisdiction. Kandiah of Vaddukkodai West, in
No. 4,095. Jaffna, late of Vameria Kaduvala,
Colombo, deceased.

Ponnuppillai, widow of Ampalavanar, of Vaddukkodai West, in Jaffna Petitioner.

- (1) Ampalavanar Kathiraveluppillai, clerk, Railway Department, Galle, (2) Suppiramaniam Muttukumar and wife (3) Nagamma of Vaddukkodai West, (4) Chellamma, daughter of Ampalavanar of ditto, (5) Rasamma, widow of Kandiah, of Vaddukkodai East, the 4th respondent is a minor appearing by her guardian *ad litem* the 2nd respondent . . Respondents.

THIS matter of the petition of Ponnuppillai, widow of Ampalavanar of Vaddukkodai West in Jaffna praying for letters of administration to the estate of the above-named deceased Ampalavanar Kandiah, coming on for disposal before the Hon. Sir A. Kanagasabai, District Judge, on February 4, 1920, in the presence of Mr. Sittampalam, Proctor, on the part of the petitioner; and the affidavit of the petitioner dated September 2, 1919, having been read: It is declared that the petitioner is one of the heirs of the said intestate, and is entitled to have letters of administration to the estate of the said intestate issued to her, unless the respondents or any other person shall, on or before February 24, 1920, show sufficient cause to the satisfaction of this court to the contrary.

February 7, 1920.

A. KANAGASABAI,
District Judge.

In the District Court of Jaffna.

Order Nisi.

Testamentary In the Matter of the Estate of the late
Jurisdiction. Sinnatangam, wife of Katiressu Ponniah,
No. 4,114. of Thavady, deceased.

Katiressu Ponniah of Thavady Petitioner.

Vs.

- (1) Sinnachy, widow of Kanapathiar of Thavady, (2) Ponniah Selvaretnam of ditto, minor, by his guardian *ad litem* the 1st respondent Respondents.

THIS matter of the petition of Katiressu Ponniah of Thavady praying for letters of administration to the estate of the above-named deceased Sinnatangam, wife of Katiressu Ponniah, of Thavady, coming on for disposal before the Hon. Sir A. Kanagasabai, District Judge, on December 5, 1919, in the presence of Mr. P. K. Somasundram, Proctor, on the part of the petitioner; and the affidavit of the petitioner dated December 2, 1919, having been read: It is declared that the petitioner is the husband of the said intestate, and is entitled to have letters of administration

to the estate of the said intestate issued to him, unless the respondents or any other person shall, on or before February 26, 1920, show sufficient cause to the satisfaction of this court to the contrary.

A. KANAGASABAI,
District Judge.

February 10, 1920.

In the District Court of Jaffna.
Order Nisi.

Testamentary In the Matter of the Estate of the late Jurisdiction. Suntharam, wife of Muttukkumar Appachipillai of Moolai, in Jaffna, late of Kuala Lumpur, in Federated Malay States, deceased.

Muttukkumar Appachipillai of Moolai Petitioner.
Vs.

(1) Appachipillai Kumaraswamy of Moolai, a minor, by his guardian *ad litem* the 2nd respondent, and (2) Velantar Muttukkumar of Moolai Respondents.

THIS matter of the petition of Muttukkumar Appachipillai of Moolai praying for letters of administration to the estate of the above-named deceased Suntharam, wife of Muttukkumar Appachipillai, of Moolai, coming on for disposal before Hon. Sir Ampalavanar Kanagasabai, District Judge, on January 6, 1920, in the presence of Mr. A. Modliar Velupillai, Proctor, on the part of the petitioner; and the affidavit of the petitioner dated December 23, 1919, having been read: It is declared that the petitioner is the lawful husband of the said intestate, and is entitled to have letters of administration to the estate of the said intestate issued to him, unless the respondents or any other person shall, on or before February 27, 1920, show sufficient cause to the satisfaction of this court to the contrary.

A. KANAGASABAI,
District Judge.

February 10, 1920.

In the District Court of Jaffna.
Order Nisi.

Testamentary In the Matter of the Estate of the late Jurisdiction. Sinniah Kanagaretnam of Vannarponnai No. 4,135. East deceased.

Sinniah Aiyampillai of Vannarponnai West. Petitioner.
Vs.

(1) Sinniah Chursiappa of Vannarponnai West, (2) Sinniah Sabaretam of ditto, (3) Sinniah Manikkam of ditto, and (4) Saraspathi, widow of Kanagaretnam of Vannarponnai East. Respondents.

THIS matter of the petition of Sinniah Aiyampillai of Vannarponnai West praying for letters of administration to the estate of the above-named deceased Sinniah Kanagaretnam of Vannarponnai East, coming on for disposal before the Hon. Sir A. Kanagasabai, Kt., District Judge, on January 27, 1920, in the presence of Mr. K. Sivaprakasam, Proctor, on the part of the petitioner; and the affidavit of the petitioner dated January 27, 1920, having been read: It is declared that the petitioner is an heir of the said intestate, and is entitled to have letters of administration to the estate of the said intestate issued to him, unless the respondents or any other person shall, on or before February 24, 1920, show sufficient cause to the satisfaction of this court to the contrary.

A. KANAGASABAI,
District Judge.

February 6, 1920.

In the District Court of Jaffna.
Order Nisi.

Testamentary In the Matter of the Estate of the late Jurisdiction. Kamatchi, daughter of Kasippillai Muttiah, of Alvy North, deceased.

Kailayar Chuppar of Alvy North Petitioner.
Vs.

(1) Ponnachchi, wife of Chuppar, of Alvy North, and (2) Kasippillai Muttiah of ditto. Respondents.

THIS matter of the petition of Kailayar Chuppar of Alvy North praying for letters of administration to the

estate of the above-named deceased Kamatchi, daughter of Kasippillai Muttiah, coming on for disposal before the Hon. Sir A. Kanagasabai, District Judge, on February 9, 1920, in the presence of Mr. V. Ganapathi Pillai, Proctor, on the part of the petitioner; and the affidavit of the petitioner dated January 30, 1920, having been read: It is declared that the petitioner is one of the heirs of the said intestate, and is entitled to have letters of administration to the estate of the said intestate issued to him, unless the respondents or any other person shall, on or before February 26, 1920, show sufficient cause to the satisfaction of this court to the contrary.

A. KANAGASABAI,
District Judge.

February 12, 1920.

In the District Court of Jaffna.
Order Nisi.

Testamentary In the Matter of the Estate of the late Jurisdiction. Kulandaitamby Murugesu of Navaly, No. 4,138. deceased.

Murugesu Arasarkone of Navaly, now of Kandy. Petitioner.
Vs.

(1) Murugesu Ramalingam of Navaly, (2) Vairamuttu Kanagarasu and his wife (3) Seivaratna Ammal of Anuradhapura, and (4) Valliammai, widow of Murugesu, of Navaly. Respondents.

THIS matter of the petition of Murugesu Arasarkone of Navaly, now of Kandy, praying for letters of administration to the estate of the above-named deceased Kulandaitamby Murugesu, coming on for disposal before the Hon. Sir A. Kanagasabai, District Judge, on January 29, 1920, in the presence of Mr. E. Murugesupillai, Proctor, on the part of the petitioner; and the affidavit of the petitioner dated January 19, 1920, having been read: It is declared that the petitioner is one of the heirs of the said intestate, and is entitled to have letters of administration to the estate of the said intestate issued to him, unless the respondents or any other person shall, on or before February 24, 1920, show sufficient cause to the satisfaction of this court to the contrary.

A. KANAGASABAI,
District Judge.

February 4, 1920.

In the District Court of Jaffna.
Order Nisi.

Testamentary In the Matter of the Estate of the late Jurisdiction. Thangamma, daughter of Kasippillai Muttiah, of Alvy North, deceased.

Kailayar Chuppar of Alvy North Petitioner.
Vs.

(1) Ponnachchi, wife of Chuppar, of Alvy North, (2) Kasippillai Muttiah of ditto. Respondents.

THIS matter of the petition of Kailayar Chuppar of Alvy North praying for letters of administration to the estate of the above-named deceased Thangamma, daughter of Kasippillai Muttiah, coming on for disposal before the Hon. Sir A. Kanagasabai, District Judge, on February 9, 1920, in the presence of Mr. V. Ganapati Pillai, Proctor, on the part of the petitioner; and the affidavit of the petitioner dated January 30, 1920, having been read: It is declared that the petitioner is one of the heirs of the said intestate, and is entitled to have letters of administration to the estate of the said intestate issued to him, unless the respondents or any other person shall, on or before February 26, 1920, show sufficient cause to the satisfaction of this court to the contrary.

A. KANAGASABAI,
District Judge.

February 12, 1920.

In the District Court of Batticaloa.

Order Nisi.

Testamentary In the Matter of the Estate of the late
Jurisdiction. Umarupodi Akamadulevai of Odda-
No. 19. mavadi, deceased.

V. C. M. Aiyaturai, Secretary of the District
Court of Batticaloa.....Petitioner.

And

(1) U. Adambawa, (2) U. Avakker, (3) U. Ismalevvai,
(4) K. Mohamadutamby, (5) U. Noogoolevvai, (6) U.
Mohamadu Ibrahim, (7) U. Mohamadu Ali, (8) U.
Kasinbawa, (9) U. Mariamma, (10) U. Sinnapillai,
(11) U. Pattummah, (12) Patumuttammah, widow
of Umarupody Ahamadulevai, all of Odda-
mavadi.....Respondents.

THIS matter coming on for disposal before C. Coomara-
swamy, Esq., District Judge, Batticaloa, on January 27,
1920, in the presence of Mr. K. Thambiah on the part of
the petitioner; and the affidavit of the petitioner dated
January 27, 1920, having been read:

It is ordered that the said petitioner be and he is hereby
declared entitled to administer the estate of the said
deceased, and that letters of administration do issue to him
accordingly, unless the above-named respondents or any
other person or persons interested shall, on or before
February 24, 1920, show sufficient cause to the satisfaction
of this court to the contrary.

January 27, 1920.

C. COOMARASWAMY,
District Judge.

In the District Court of Chilaw

Order Nisi.

Testamentary In the Matter of the Intestate Estate of the
Jurisdiction. late Pena Reena Muttiah of Madampe,
No. 1,273 A. deceased.

Pena Reena Muna Sidambaram of Madampe.....Petitioner.

(1) Muna Meenatchi, widow of the late Pena Reena
Muthiah, of Kongiwayel, in Bluvankotte in Ramnad
District, (2) Pena Reena Muna Seleappen of Rangoon,
(3) Pena Reena Muna Karuppai and her husband
(4) Mana Theena Karuppiyah, both of Kongiwayel, in
India, (5) Pena Reena Muna Muniakka of ditto and
her husband (6) Mana Ena Muttiah Ambalam of
Galle.....Respondents.
(7) Kuppesamy Nagamma of Madampe.....Added Res-
pondent.

THIS matter coming on for disposal before Alfred Wallace
Seymour, Esq., District Judge of Chilaw, on February 12,
1920, in the presence of Mr. R. E. Austin, Proctor, on the
part of the petitioner above named; and affidavit of the
said petitioner dated November 30, 1919, having been read:

It is ordered that the petitioner be and he is hereby
entitled as one of the sons of the deceased to have letters of
administration to the estate of the said deceased, unless
the respondents or any other person or persons interested
in the said estate shall, on or before March 2, 1920, show
cause to the satisfaction of this court to the contrary.

February 12, 1920.

A. W. SEYMOUR,
District Judge.