



THE CEYLON GOVERNMENT GAZETTE

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PART II.—LEGAL.

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COLOMBO:

H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

DRAFT ORDINANCE.

U 166/27

MINUTE.

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

An Ordinance to amend the Nuwara Eliya Board of Improvement Ordinance, 1896.

BE it 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 Nuwara Eliya Board of Improvement Ordinance, No. of 1927.

Amendment of section 30 of the principal Ordinance.

2 For the words " For protecting fish, game, and wild birds " in paragraph (19) of section 30 of the principal Ordinance, there shall be substituted the following, viz. :

" For the protection of fish, game, and birds within the limits of the town of Nuwara Eliya, for the establishment of sanctuaries wherein the capture or destruction of any form of animal life may be prohibited, restricted, or regulated, and for the establishment of reserves wherein damage to or the destruction or removal of any form of plant life may be prohibited, restricted, or regulated."

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, December 1, 1927. Colonial Secretary.

Statement of Objects and Reasons.

THE Nuwara Eliya Board of Improvement have imported several species of ornamental birds in order to acclimatize them on Lake Gregory, and desire to establish sanctuaries in which these and other birds may breed unmolested. The Board also desire to establish reserves for certain species of orchids and other plants which were once common in Nuwara Eliya but which have now entirely disappeared.

2. The Nuwara Eliya Board of Improvement Ordinance, 1896, gives the Board power to make by-laws for the protection of fish, game, and wild birds (section 30 (19)), but not for the protection of imported birds or for the establishment of reserves for plants. This Bill amends section 30 of that Ordinance so as to give the Board the necessary power.

Attorney-General's Chambers, L. H. ELPHINSTONE,
Colombo, August 30, 1927. Attorney-General.

PASSED ORDINANCES.

A 120/1926

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

No. 22 of 1927.

An Ordinance to amend the Rubber Restriction Ordinance, No. 24 of 1922.

H. J. STANLEY.

BE it 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 Rubber Restriction Ordinance, No. 22 of 1927.

2 (1) In sub-section (2) of section 5 of the principal Ordinance, the word "eight" shall be substituted for the word "seven."

Amendment of section 5 of the principal Ordinance.

(2) The following shall be added at the end of paragraph (b) of sub-section (3) of section 5 of the principal Ordinance, viz. :

Provided that the Controller, if a member of the Board, shall not take any part in the hearing or decision of any appeal to the Board.

3 The following shall be added at the end of section 16 of the principal Ordinance, viz. :

Amendment of section 16 of the principal Ordinance.

Provided that whenever the amount standing to the credit of the Rubber Restriction Fund exceeds the sum of one hundred thousand rupees, the Governor in Executive Council may, if he thinks fit, order that the whole or any part of the excess of the Fund over one hundred thousand rupees shall be devoted and applied to the furtherance and development of the rubber industry and to purposes connected therewith in such manner as may be specified in the order.

Every order under this section shall, as soon as conveniently may be, be laid before the Legislative Council, and may, at any of the next following three meetings, be rescinded by resolution of the Legislative Council, but without prejudice to anything already done thereunder, and if not so rescinded shall be deemed to be valid.

4 The following new section shall be added after section 28 of the principal Ordinance, viz. :

Rules to be laid before Legislative Council.

29 All rules made by the Governor in Executive Council under section 20 or section 28 shall, as soon as conveniently may be, be laid before the Legislative Council, and may, at any of the next following three meetings, be rescinded by resolution of the Legislative Council, but without prejudice to anything already done thereunder, and if not so rescinded shall be deemed to be valid.

5 (1) In paragraph 1 of the schedule to the principal Ordinance, the words and figures "per lb. 4, or such other sum as may be fixed by resolution of the Legislative Council under section 11 (a) of Ordinance No. 17 of 1869," shall be substituted for the words and figures "per lb. 2½."

Amendment of the schedule to the principal Ordinance.

(2) In Example (a) in paragraph 2 of the schedule to the principal Ordinance, the words and figures "the duty of 4 cents per pound, or such other sum as may be fixed by resolution of the Legislative Council under section 11 (a) of Ordinance No. 17 of 1869," shall be substituted for the words and figures "the duty of 2½ cents per pound."

Passed in Council the Twenty-fourth day of November, One thousand Nine hundred and Twenty-seven.

W. L. MURPHY,
Clerk to the Council.

Assented to by His Excellency the Governor the Seventeenth day of December, One thousand Nine hundred and Twenty-seven.

W. L. MURPHY,
Clerk to the Council.

Z 127/26

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

No. 23 of 1927.

An Ordinance to amend and consolidate the Law
relating to the Registration of Documents.

H. J. STANLEY.

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FIRST SCHEDULE.

Fees.

SECOND SCHEDULE.

Forms.

An Ordinance to amend and consolidate the Law relating to the Registration of Documents.

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

CHAPTER I.

Preliminary.

1 This Ordinance may be cited as the Registration of Documents Ordinance, No. 23 of 1927, and shall come into operation on the first day of January, 1928.

Short title and commencement.

2 (1) There shall continue to be in Colombo a land register office for the purposes of this Ordinance and the Land Registration Ordinances, No. 5 of 1877 and No. 4 of 1889, with branch offices at such places as the Governor may from time to time direct, and the land register office and branch offices established under the Land Registration Ordinance, 1891, or any Ordinance repealed by that Ordinance shall be deemed to be duly established under this Ordinance.

Land Registries.

(2) The business of the land register office and branch offices shall be conducted by a Registrar-General of Lands (in this Ordinance called the "Registrar-General"), and such number of Assistant Registrars-General (in this Ordinance called "Assistant Registrars-General") and Registrars of Lands (in this Ordinance called "registrars") as the Governor may from time to time consider necessary. Acting appointments may be made as may be necessary in the event of the Registrar-General or any Assistant Registrar-General or registrar being ill or incapable of acting or temporarily absent from duty.

(3) All appointments under this section shall be made, and may at any time be revoked, by the Governor.

Provided that in the case of the death, illness, incapacity, absence from duty, or other emergency, the Registrar-General may appoint any person to act as a registrar for not more than thirty days at any one time and may at any time revoke such appointment.

(4) All appointments under this section shall be notified in the *Gazette*.

(5) All appointments made under the Land Registration Ordinance, 1891, shall be deemed to have been made under this Ordinance.

(6) The Registrar-General may, if he thinks fit, exercise all or any of the powers possessed by a registrar.

(7) Subject to the directions of the Registrar-General, any matter or thing which by this Ordinance or any regulation may or is to be done by the Registrar-General may also be done by any Assistant Registrar-General.

Definition of land.

3 In this Ordinance, unless the context otherwise requires, "land" includes things attached to the earth or permanently fastened to anything attached to the earth and any estate or interest in land, and a mortgage of or charge on land.

CHAPTER II.

Registration of Duplicates of Deeds, &c.

Duplicates to be transmitted to registrar.

4 (1) Every District Judge, Commissioner, or Justice of the Peace shall, on or before the fifteenth day of each month, deliver or transmit to the registrar of the district wherein he resides the duplicates of all deeds or other instruments executed before him during the previous month under the provisions of Ordinance No. 17 of 1852, together with two copies of a list of such duplicates, and, if the land affected by any such deed or instrument is situated in a district other than that in which he resides, he shall also on or before the day aforesaid transmit or deliver an attested copy of the deed or instrument to the registrar of the last-mentioned district.

(2) Every public officer by or before whom any document affecting land is executed shall, if sub-section (1) of this section does not apply thereto, on or before the fifteenth day of the following month deliver or transmit a duplicate or an attested or certified copy thereof to the registrar of each district in which the land affected thereby is situated together with two copies of a list of all duplicates or copies so delivered by him.

Registrar to bind all duplicates.

5 (1) Every registrar shall from time to time cause all duplicates and copies transmitted or delivered to him under the preceding section or any other written law, or by any notary under the provisions of the Notaries Ordinance, 1907, to be bound in convenient volumes distinguished by the name of the court to which the Judge or Commissioner is attached, or by the name of the Justice or notary who attested the deed or instrument, or, in the case of duplicates or copies transmitted or delivered under sub-section (2) by the official designation of the public officer by or before whom the deed or instrument was executed, and shall keep and preserve the same in his office.

(2) All duplicates and copies transmitted or delivered to a registrar or bound in volumes under the corresponding provision in the Land Registration Ordinance, 1891, or any Ordinance repealed by that Ordinance shall be deemed to have been so transmitted, delivered, or bound under this chapter.

CHAPTER III.

Registration of Instruments affecting Land.

6 In this chapter, unless the context otherwise requires, "instrument" means an instrument affecting land.

Meaning of
"instrument."

7 (1) An instrument executed or made on or after January 1, 1864, whether before or after the commencement of this Ordinance shall, unless it is duly registered under this chapter, or, if the land has come within the operation of the Land Registration Ordinance, 1877, in the books mentioned in section 26 of that Ordinance, be void as against all parties claiming an adverse interest thereto on valuable consideration by virtue of any subsequent instrument which is duly registered under this chapter, or, if the land has come within the operation of the Land Registration Ordinance, 1877, in the books mentioned in section 26 of that Ordinance.

Unregistered
instruments
void against
subsequent
registered
instruments.

(2) But fraud or collusion in obtaining such subsequent instrument or in securing the prior registration thereof shall defeat the priority of the person claiming thereunder.

(3) An instrument duly registered before the commencement of this Ordinance, under the Land Registration Ordinance, 1891, or any Ordinance repealed by that Ordinance, shall be deemed to have been duly registered under this chapter.

(4) Registration of an instrument under this chapter shall not cure any defect in the instrument or confer upon it any effect or validity which it would not otherwise have except the priority conferred on it by this section.

8 For the purpose of this Ordinance, the following instruments shall be deemed to affect land, viz. :

Meaning of
"affecting
land."

- (a) If executed or made before the commencement of this Ordinance, every deed or other instrument of sale, purchase, transfer, assignment, or mortgage of any land, or of promise, bargain, contract, or agreement for effecting any such object, or for establishing or transferring any security, interest, or incumbrance affecting any land (other than a lease at will, or for any period not exceeding one month); or of contract or agreement for the future sale or purchase or transfer of any land; and every deed or act of release, surrender, or annulment of or affecting any such deed or other instrument, and every will disposing of any land, and every grant of administration affecting any land; and every judgment or order of court affecting land;
- (b) If executed or made after the commencement of this Ordinance, all instruments, including wills, decrees and orders of any court or authority, and awards, which purport or operate to create, confer, declare, limit, assign, transfer, charge, incumber, release, or extinguish any right, title, or interest, whether vested or contingent, past, present, or future, to, in, or over land, or which create or record or are evidence of any contract for effecting any such object, and also a notice of seizure issued under section 237 of the Civil Procedure Code, 1889.

Provided that paragraph (b) of this section shall not apply to—

- (i.) Any decree or order of court where the action in which the decree or order is made has been duly registered as a *lis pendens*;
- (ii.) A writ of execution issued under section 225 of the Civil Procedure Code, 1889;
- (iii.) Any letters of administration to the estate of an intestate;
- (iv.) A decree or order adjudging a person to be insolvent or bankrupt;
- (v.) A decree, order, or other instrument appointing or recording, certifying, or confirming the appointment or election of an assignee or trustee in insolvency or bankruptcy;

- (vi.) Any document relating to shares in a registered company notwithstanding that the assets of the company consist in whole or in part of land ;
- (vii.) A mortgage or debenture by a registered company, so long as its only effect, as respects the land affected thereby, is to create a floating charge thereon in such form that the company can, until the security is enforced, dispose of the land in the ordinary course of its business free from the mortgage or debenture ;
- (viii.) Any debenture issued by any such company the only effect of which, as respects the land affected thereby, is to entitle the holder to the benefit of the security afforded by a duly registered instrument ;
- (ix.) Any endorsement upon or transfer of any debenture specified in (vii.) or (viii.) ;
- (x.) Any receipt for payment of money due under a mortgage or charge ;
- (xi.) Any instrument if the only interest in land created or dealt with thereby is a tenancy at will or for a period not exceeding one month or determinable by the landlord by not more than one month's notice.

Registration of notice of seizure.

9 (1) A notice under section 237 of the Civil Procedure Code, 1889, of a seizure of land effected after the commencement of this Ordinance is an instrument affecting the land seized and may be registered under this Ordinance.

(2) A notice of a seizure effected before the commencement of this Ordinance may also be registered under this Ordinance.

(3) Registration of a notice of seizure shall remain in force for six months only from the date of registration, but may be re-registered as often as may be necessary.

(4) Registration of a notice of a seizure in the book kept under section 237 of the Civil Procedure Code, 1889, shall remain in force for six months only from the commencement of this Ordinance. But the notice may be re-registered under this Ordinance. No re-registration shall be effected under section 237.

(5) The words in section 237 of the Civil Procedure Code, 1889, from and including "Upon payment to the Fiscal by the decree-holder" down to and including "upon payment of a fee of twenty-five cents" are hereby repealed.

(6) Section 238 of the Civil Procedure Code, 1889, is hereby amended so as to read as follows, viz. :

" 238. When a seizure of immovable property is effected under a writ of execution and made known as provided by section 237 and notice of the seizure is registered before January 1, 1928, in the book formerly kept under section 237 or is registered on or after January 1, 1928, under the Registration of Documents Ordinance, No. of 1927, any sale, conveyance, mortgage, lease, or disposition of the property seized made after the seizure and registration of the notice of seizure and while such registration remains in force is void as against a purchaser from the Fiscal selling under the writ of execution and as against all persons deriving title under or through the purchaser. "

Will when defeated by conveyance by heir.

10 (1) A will shall not, as against a disposition by any heir of the testator of land affected by the will, be deemed to be void or lose any priority or effect by reason only that at the date of the disposition by the heir the will was not registered under this chapter.

(2) This section applies whether the testator died before or after the commencement of this Ordinance, but does not apply—

- (a) Where the disposition by the heir was executed before the commencement of this Ordinance ; or
- (b) Where, at the time of the disposition by the heir, being not less than one year after the death of the testator, letters of administration to the estate of the testator have been granted on the footing that he died intestate.

11 (1) No *lis pendens* affecting or relating to land instituted on or after November 9, 1917, shall bind a purchaser, unless and until the *lis pendens* is duly registered under this chapter.

Registration of
lis pendens.

(2) But a *lis pendens* duly registered before the commencement of this Ordinance under the provisions of Ordinance No. 29 of 1917, shall be deemed to have been duly registered under this chapter.

(3) In this section, "purchaser" means any person (including a mortgagee or lessee) who, for valuable consideration, takes any interest in or charge on land.

(4) For the purpose of registering a *lis pendens* a document in the prescribed form shall be presented for registration, and such document shall be registered in the same manner as other instruments affecting land, but shall be retained by the registrar.

(5) Registration of a *lis pendens* shall not be in force beyond a period of five years from the date of registration, whether before or after the commencement of this Ordinance; but a *lis pendens* may be re-registered as often as may be necessary, and every such re-registration shall have the effect of an original registration.

(6) A *lis pendens* may be registered at any time after the plaint has been accepted by the court in accordance with the provisions of the Civil Procedure Code, 1889.

(7) For the purpose of the application of the doctrine of *lis pendens*, an action duly registered as a *lis pendens* shall be deemed to be pending from the time of registration notwithstanding that the summons has not been served on the defendant.

12 (1) A precept or order for the service of a summons in a partition action shall not be issued unless and until the action has been duly registered as a *lis pendens*.

Partition
actions.

(2) Where the plaint in a partition action has been duly registered as a *lis pendens*, a decree for sale or partition in the action shall be deemed not to be an instrument affecting land.

(3) This section applies only where the plaint in the partition action is filed after the commencement of this Ordinance.

(4) Nothing in this Ordinance shall affect the provisions of section 17 of Ordinance No. 10 of 1863, intituled "An Ordinance to provide for the Partition or Sale of Lands held in common" (which relate to the alienation or hypothecation of undivided shares or interests).

13 (1) Every registrar shall prepare and keep the prescribed books for the registration of instruments, allotting to each book (which may be in as many volumes as necessary) a defined division of his province or district.

Books for
registration of
instruments
affecting land.

(2) The books for the registration of instruments established under the Land Registration Ordinance, 1891, or any Ordinance repealed by that Ordinance shall continue to be used, and shall be deemed to be kept under this chapter.

14 (1) Every instrument (except a will) presented for registration shall contain embodied therein, or in a schedule annexed thereto, an accurate and clear description of the land affected thereby, its boundaries, extent, and situation specifying the district and the village, pattu, korale, or other division of the district in which the land is situated; and in case the land is situated in any town, the name, if any, of the street in which it is situated.

Mode of
description of
lands in
instruments.

(2) If the land consists of a divided portion of a land or allotment, such portion shall be clearly and accurately defined by its particular boundaries and extent.

(3) If the land consists of an undivided share in a land, the proportion which the share bears to the entire land shall be stated, and a description of the entire land shall be given as required by sub-section (1).

(4) A person desiring to register a will shall give to the registrar a written description of the land affected thereby which shall comply with the provisions of sub-sections (1) to (3) of this section.

(5) No instrument, other than a will, which does not state the particulars required by the foregoing provisions of this section shall be registered except with the sanction of the Registrar-General, who shall give his sanction, if it is shown to his satisfaction—

(a) That the description is sufficient to enable the land to be identified with reasonable certainty ; or

(b) That it was impracticable to insert the required particulars in the instrument.

Any person aggrieved by a decision of the Registrar-General under this sub-section may, within thirty days from the date of such decision being communicated to him, institute in any District Court having jurisdiction a suit against the Registrar-General praying for the variation or reversal of such decision.

(6) Where the description of the land affected by an instrument executed or made after the commencement of this Ordinance is not contained in a schedule to the instrument, a fee of five rupees shall be payable for the registration in addition to any other fee which may be payable.

(7) There shall be typewritten or written in ink at the head of every instrument (except a will) presented for registration a reference to the volume and folio in which some earlier instrument relating to the same land is registered if such reference is known to the notary who prepared the instrument, or, if the instrument was not prepared by a notary, if such reference is known to the person presenting the instrument for registration.

Instruments to be registered in proper folio.

15 (1) Every instrument presented for registration shall be registered in the book allotted to the division in which the land affected by the instrument is situated and in, or in continuation of, the folio in which the first registered instrument affecting the same land is registered.

Provided that—

(a) An instrument may, if the registrar thinks fit, be entered in a new folio, cross references being entered in the prescribed manner so as to connect the registration with any previous registration affecting the same land or any part thereof ; and

(b) Where no instrument affecting the same land has been previously registered, the instrument shall be registered in a new folio to be allotted by the registrar.

(2) An instrument, whether registered before or after the commencement of this Ordinance, shall not be deemed to be duly registered under this chapter unless it is registered in accordance with the foregoing provisions of this section.

(3) Every order made after the commencement of this Ordinance under section 4 of Ordinance No. 1 of 1897 entitled " An Ordinance relating to claims to Forest, Chena, Waste, and Unoccupied Lands " and embodying therein an agreement between the Government Agent or Assistant Government Agent or the special officer appointed under section 28 of that Ordinance and the claimant shall be registered in a new folio to be allotted by the registrar, and an instrument affecting land dealt with by the agreement and registered after registration of the order shall not be deemed to be duly registered under this chapter unless it is registered in or in continuation of the folio in which the order is registered.

Methods of registration.

16 Registration of an instrument shall be effected by entering the prescribed particulars in the proper folio.

CHAPTER IV.

Registration of Bills of Sale.

17 (1) In this Ordinance, unless the context otherwise requires, "bill of sale" includes a pledge, conventional hypothecation, assignment, transfer, declaration of trust without transfer, and any other assurance of movable property, whether absolute or by way of mortgage or otherwise, and also a power of attorney and authority or licence to take possession of movable property as security for any debt, but does not include a marriage settlement or assignment thereof.

Meaning of
"bill of sale."

(2) Nothing in this chapter shall apply to contracts of sale of goods within the meaning of the Sale of Goods Ordinance, 1896, and made in the ordinary course of any business, trade, or calling, nor to bills of sale of any ship or vessel registered under the Merchant Shipping Acts, or any share thereof, nor to bills of sale of goods in any foreign parts or at sea; nor to property represented by bills of lading, dock warrants, warehouse-keepers' certificates, warrants or orders for the delivery of goods, or any other documents used in the ordinary course of business as proof of the possession or control of goods, and authorizing or purporting to authorize either by endorsement or by delivery the possessor of such document to transfer or receive goods thereby represented; nor to any shares or interests in the stock funds or securities of any Government, or in the capital or property of any incorporated or joint stock company; nor to choses in action; nor to any crops or produce growing or to be grown on any lands or plantations.

18 No bill of sale of movable property, whether executed before or after the commencement of this Ordinance, shall be valid and effectual, so as thereby to give the pledgee, mortgagee, or transferee any lien, charge, claim, right, or priority over, to, or in respect of such property—

Bill of sale
of movable
property to be
effected by
actual delivery.

Unless the said property shall have been actually delivered over into the custody and possession of the pledgee, mortgagee, or transferee, or some person on behalf of such pledgee, mortgagee, or transferee, and shall continue and remain ostensibly and *bona fide* in such custody and possession from the date of such bill of sale until the time when the pledgee, mortgagee, or transferee shall make his claim at law to, over, or in respect of such property; or

Unless such bill of sale shall have been created by writing signed by the person effecting the same, or by some person thereto lawfully authorized by him, and unless such writing shall within twenty-one days (exclusive of Sundays and public holidays) from the date thereof have been duly registered in the office of the Registrar of Lands for the district in which such property shall be at the time of such bill of sale, or in the office of the said registrar for each of such districts, when such property is at the time of such bill of sale in more than one district.

19 No transfer or assignment, whether made before or after the commencement of this Ordinance, of any bill of sale of any movable property, shall be valid and effectual, so as thereby to give the transferee or assignee any lien, charge, claim, right, or priority over, to, or in respect of such property, unless such transfer or assignment shall be in writing, signed by the person transferring the same, or by some person thereto lawfully authorized by him, and shall within twenty-one days (exclusive of Sundays and public holidays) from the date thereof have been registered in manner aforesaid.

Transfer or
assignment of
bills of sale to
be also by deed
and registered.

20 But a bill of sale or transfer or assignment thereof duly registered under Ordinance No. 8 of 1871, or under the Land Registration Ordinances, No. 8 of 1863 and No. 3 of 1865, shall be deemed to have been duly registered under this Ordinance.

Saving of
registrations
under earlier
Ordinances.

Bills of sale of after acquired property.

21 (1) A bill of sale of movable property not in existence at, or to be acquired after, the time of such bill of sale, and a transfer or assignment of such a bill of sale, shall, if it is registered under this chapter in any district, be deemed to be duly registered as respects such movable property, but shall not affect such movable property unless and until such movable property is in, or is brought into, the district in which the bill of sale is registered.

(2) This section applies to bills of sale and transfers or assignments of bills of sale, whether created or executed before or after the commencement of this Ordinance, but shall not affect any title for value acquired before the commencement of this Ordinance.

Books for registration of bills of sale.

22 (1) Every registrar shall prepare and keep the prescribed books for the registration of bills of sale. Each book may be in as many volumes as necessary.

(2) The books for the registration of bills of sale established for the purposes of Ordinance No. 8 of 1871 shall continue to be used, and shall be deemed to be kept under this chapter.

Method of registration.

23 (1) Every bill of sale and transfer or assignment of a bill of sale shall contain embodied therein or in a schedule annexed thereto as clear and accurate description of the movable property affected thereby as circumstances permit.

(2) Where the description of the movable property affected by a bill of sale executed or made after the commencement of this Ordinance is not contained in a schedule annexed thereto, a fee of five rupees shall be payable for the registration in addition to any other fee which may be payable.

(3) Registration of a bill of sale shall be effected by entering the prescribed particulars in the proper book and in the prescribed form.

Non-application of chapter to certain documents.

24 (1) No bill of sale effected before the commencement of this Ordinance, and no transfer or assignment effected before such commencement of any such bill of sale, shall be deemed to be invalid or in any respect ineffectual for want of registration under the provisions of this chapter, if such bill of sale, transfer, or assignment was effected by any instrument executed before the commencement of this Ordinance which also contains any mortgage or assurance of any land, or any transfer or assignment of such mortgage or assurance, and if such mortgage or assurance of land, or transfer or assignment thereof, has been or shall be duly registered under the law for the time being in force with respect to the registration of instruments affecting land.

(2) An assurance or mortgage of land in favour of any person, whether executed before or after the commencement of this Ordinance, shall not, if within twenty-one days (exclusive of Sundays and public holidays) from the date thereof it is duly registered under the law for the time being in force relating to the registration of instruments affecting land, be deemed to be a bill of sale of movable property by reason only that movable property is also affected thereby if such movable property is situated on the land dealt with by the assurance or mortgage.

CHAPTER V.

Provisions applicable to Instruments affecting Land and Bills of Sale.

Meaning of "instrument."

25 In this chapter, unless the context otherwise requires, "instrument" means an instrument affecting land or a bill of sale.

Who may present instrument for registration.

26 (1) An instrument may be presented for registration by—

- (a) any person executing the instrument ;
- (b) any person claiming any interest or benefit thereunder ;
- (c) any person having any interest in or charge on any property affected thereby ; or
- (d) the agent of any such person or a proctor or notary acting on behalf of any such person.

(2) Either the original or a duly attested or certified copy of the instrument may be presented for registration.

Provided that, in the case of a will, the probate or letters of administration with a copy of the will annexed shall be presented for registration.

(3) An instrument may be presented for registration through the post or under cover if it is accompanied by the appropriate fee, if any.

27 (1) Each registrar shall keep a book to be called the "day book," in which shall be entered the prescribed particulars of every instrument presented for registration with the day and hour and, if required by the person presenting the instrument, the minute of presentation, and for the purpose of priority the time of presentation shall be taken as the time of registration.

Day book.

(2) An instrument presented for registration through the post or under cover shall be deemed to have been presented for registration at the time when the packet containing the instrument is opened.

28 (1) After registration, the registrar shall endorse the instrument in the prescribed manner and return it on demand to the person who presented it for registration or his agent.

Return of instruments.

(2) If the return of an instrument is not claimed within six months from the time of registration or, in the case of an instrument registered before the commencement of this Ordinance, within six months from such commencement, then—

(a) The registrar shall send the instrument by unregistered letter addressed to the person who presented it for registration at his last known place of abode or business; or

(b) If his address is unknown, the registrar shall retain the instrument for a further period of six months, and if the instrument is still unclaimed, the Registrar-General may order it to be destroyed.

(3) When an instrument is destroyed, the registrar shall make a note to that effect in the prescribed form in the day book at the place where the particulars of the instrument were entered on its presentation for registration.

29 (1) An instrument which affects land or movable property situated in more districts than one may be presented for registration to the registrar of each such district, or to the Registrar-General.

Land or movable property situated in several districts.

(2) The Registrar-General shall, if the instrument is presented to him, instruct each registrar concerned as to the entry to be made in the register by him.

(3) For the purpose of determining the time of registration, the receipt by a registrar of the instructions of the Registrar-General shall be deemed to be the receipt of the instrument for registration.

(4) When the instrument has been registered by all the registrars concerned, the Registrar-General shall endorse the instrument in the prescribed manner and return it on demand to the person who presented it for registration and the immediately preceding section shall apply to the instrument.

30 (1) Any person (in this section called a "transferee") acquiring or proposing to acquire for valuable consideration from any other person (in this section called the "transferor") any interest or benefit in any land may before the execution of the instrument by the transferor with his written consent, or after the execution of the instrument by the transferor without such consent, present for registration a notice (in this Ordinance called a "priority notice") of his intention to register the instrument.

Priority notices.

(2) If, at any time while a priority notice remains in force, any instrument is registered whereby the transferee or a person deriving title under him acquires for valuable consideration from the transferor or a person deriving title under him any interest or benefit in the land described in the priority notice, such instrument shall, for the purposes of this Ordinance,

be deemed to have been registered at the time of registration of the priority notice, or at 4 P.M. on the date on which the instrument was executed by the transferor, whichever date shall be the later, and shall have effect accordingly.

(3) No instrument executed by the transferor while a priority notice registered with his written consent remains in force and affecting any land described in the priority notice shall, except with the written consent of the transferee, be registered while the priority notice remains in force.

(4) The registrar shall, on receiving a priority notice, register it in the same manner as other instruments, but shall retain the notice.

(5) A priority notice shall remain in force for six weeks from the date of registration of the notice, but may at any time before the end of such six weeks, before the execution of the instrument by the transferor with his written consent, or after the execution of the instrument by the transferor without such consent, be renewed by the transferee or a person deriving title under him for a further period of six weeks, and if so renewed shall remain in force for a further period of six weeks computed from the end of the first period of six weeks.

(6) If an instrument is not registered pursuant to a priority notice while the notice remains in force, the priority notice shall be deemed to have lapsed and shall have no effect under the provisions of this Ordinance.

(7) This section shall apply to a decree, order, or will affecting land in like manner as it applies to any other instrument, except that a priority notice as to a decree, or order may not, except with the leave of the court, be lodged before delivery in court of the judgment, and a priority notice as to a will may not be lodged until after the death of the testator.

Seizure priority notices.

31 (1) When a writ of execution is issued, the judgment-creditor may, so long as the judgment remains unsatisfied, present for registration a notice (in this Ordinance called a "seizure priority notice") to the effect that the land described therein is liable to seizure under the writ of execution.

(2) If, at any time while the seizure priority notice remains in force, notice of seizure of any land described in the seizure priority notice is registered, notice of the seizure shall, for the purposes of this Ordinance and of section 238 of the Civil Procedure Code, 1889, be deemed to have been registered at the time of registration of the seizure priority notice or at the time when the seizure was actually effected, whichever date shall be the later, and shall have effect accordingly.

(3) The registrar shall, on receiving a seizure priority notice, register it in the same manner as other instruments, but shall retain the notice.

(4) A seizure priority notice shall remain in force for six weeks from the date of registration of the notice, but may, at any time before the end of such six weeks, be renewed for a further period of six weeks, and if so renewed shall remain in force for a further period of six weeks computed from the end of the first period of six weeks.

(5) If notice of a seizure under the writ of execution is not registered while the seizure priority notice remains in force, the seizure priority notice shall be deemed to have lapsed and shall have no effect under the provisions of this Ordinance.

Caveats.

32 (1) Any person (in this Ordinance called a "caveator") may present for registration a caveat in the prescribed form requiring to be served with notice of the presentation for registration of any instrument affecting the land described in the caveat.

(2) The registrar shall on receiving a caveat register it in the same manner as other instruments, but shall retain the caveat.

(3) A caveat shall be in force for such period as may be specified therein, not being longer than the period covered by the fee paid on the caveat.

(4) The notice to be given to the caveator shall be in the prescribed form and shall be sent by registered letter to the address mentioned in the caveat.

(5) If, while a caveat is in force, an instrument affecting the land described in the caveat is presented for registration, and in an action commenced by the caveator in a competent court within thirty days from posting of the notice required by sub-section (4) it is proved to the satisfaction of the court that the instrument presented for registration is or was at the time of registration void or voidable by the caveator or fraudulent as against him or in derogation of his lawful rights, the court may order the instrument to be rectified or cancelled as may be necessary to preserve the rights of the caveator, and may order the necessary correction to be made in the register.

(6) Nothing in this section shall affect any other power which may be possessed by any court of ordering any instrument to be rectified or cancelled.

33 (1) Registration of a priority notice, seizure notice, seizure priority notice, caveat, or *lis pendens* may be cancelled at the request in writing of the person by whom or on whose behalf it was presented for registration.

(2) A District Court may, on the application of any person interested in any property affected by registration of a priority notice, seizure notice, seizure priority notice, caveat, or *lis pendens*, if it is satisfied that the registration was or has become unnecessary, order that the registration be cancelled. An application under this sub-section may be made in a suit or summarily under Chapter XXIV. of the Civil Procedure Code, 1889.

(3) A cancellation under this section shall be registered by the registrar in the prescribed manner.

34 Any person injured by reason of the registration or renewal of a priority notice, seizure priority notice, caveat, or *lis pendens* without reasonable cause, or by unreasonable failure to request cancellation of registration of a priority notice, seizure priority notice, caveat, or *lis pendens* may recover compensation from the person who applied for such registration or renewal. A claim for such compensation may be joined with an application for the cancellation of the notice, caveat, or *lis pendens* or may be made by suit.

35 (1) Where it is shown to the satisfaction of the Registrar-General that any error or omission has been made in registering any instrument, whether before or after the commencement of this Ordinance, the Registrar-General shall, in the case of a deed with the written consent of the parties thereto, or in the case of a will with the written consent of the executor or administrator, or in the case of any other instrument with the written consent of the person who presented it for registration, order such error or omission to be corrected, and the correction shall then be made by the registrar concerned in the prescribed manner, but shall not affect any priority accrued before the correction is made.

(2) When the error and correction are not in the same folio, they shall be connected by cross references in the prescribed manner.

(3) A person aggrieved by the refusal of the Registrar-General to make an order under this section may, within thirty days from the date of such refusal being communicated to him, institute in the District Court a suit praying for the variation or reversal of the decision of the Registrar-General.

36 (1) A registrar may, if he thinks fit, refuse to register an instrument—

(a) Where he has reason to suspect that the person presenting the instrument for registration is not a person who is authorized by this Ordinance to present it for registration, until such person proves his right to present it for registration;

(b) If it does not comply with the provisions of this Ordinance or any written law affecting the form or mode of execution of such instrument.

(2) A registrar shall refuse to register an instrument—

(a) If it is liable to stamp duty, unless it is duly stamped;

(b) Until any fee payable for registration has been paid.

Cancellation of priority notices, seizure notices, seizure priority notices, caveats, and *lis pendens*.

Damages for unreasonable priority notice, seizure priority notice, caveat, or *lis pendens*.

Correction of errors.

Grounds for refusing to register an instrument.

Reasons for refusal to be recorded.

37 Every registrar finally refusing to register an instrument shall make an order of refusal and record his reasons for such order in the prescribed book, and shall endorse the words "registration refused" on the instrument, and on application made by the person who presented the instrument shall without payment or unnecessary delay give him a copy of the reasons so recorded.

Appeals against refusal.

38 (1) Any person aggrieved by an order of a registrar refusing to register an instrument may, within thirty days from the date of the order being communicated to him, appeal to the Registrar-General, who may vary or reverse the order.

(2) Any person aggrieved by the decision of the Registrar-General under this section may, within thirty days from the date of such decision being communicated to him, institute in the District Court a suit against the Registrar-General praying for the variation or reversal of the decision of the Registrar-General.

Power for District Court to cancel registration.

39 Where it is shown to the satisfaction of a District Court that any instrument registered under Chapters III. or IV. is a forgery, or has been registered without due authority or in contravention of any provision of this Ordinance, or where any instrument registered as aforesaid is rectified or set aside by a competent court, the District Court may order the registration of the instrument to be cancelled or to be rectified in such manner as the circumstances may require, and may order the original instrument to be brought into court and the endorsement of registration thereon to be cancelled or altered.

CHAPTER VI.

Supplementary.

Copies of damaged or illegible volumes.

40 If any volume of duplicates or copies in the custody of a registrar under Chapter II. or any volume of any book kept by a registrar under this Ordinance shall at any time be damaged or be in danger of becoming illegible, the Registrar-General may, if he thinks fit, direct a copy thereof to be made, verified, and certified in such manner as he may direct, and thereupon such copy shall be substituted for, and shall for all the purposes of this Ordinance (including this section) and every other written law be deemed to be, the volume so damaged or in danger of becoming illegible.

Indexes.

41 Each registrar shall keep such indexes of instruments affecting land and bills of sale registered by him as may from time to time be prescribed.

Searches and copies.

42 Subject to the prescribed regulations, all duplicates and copies and all books and indexes kept under this Ordinance may be searched and examined by any person claiming to be interested therein or by his proctor or agent duly authorized thereto in writing, and certified copies of or extracts from any such duplicate, copy, or book may be obtained if required.

Evidence.

43 (1) A copy or extract purporting to be certified under the hand of a registrar to be a true copy of or extract from any duplicate or copy preserved under this Ordinance or of or from any book kept pursuant to this Ordinance shall be admissible in evidence without proof of the signature or appointment of the registrar, and shall be *prima facie* evidence of the contents of such duplicate, copy, or book for all purposes and in all proceedings, civil or criminal, but subject to all just and lawful exceptions.

(2) An endorsement by the registrar in the prescribed form on a duplicate of an application for registration of a *lis pendens*, or on a duplicate of a priority notice or seizure priority notice or an application for renewal of such a notice, or on a duplicate of a caveat shall be admissible in evidence without proof of the signature or appointment of the registrar, and

shall be *prima facie* evidence of registration of the *lis pendens*, priority notice, or seizure priority notice or caveat or of the renewal of the priority notice or seizure priority notice for all purposes and in all proceedings, civil or criminal, but subject to all just and lawful exceptions.

44 No registrar shall be liable in damages by reason of anything in good faith done or refused in his official capacity.

Indemnity of registrars.

45 No order for the payment of costs by the Registrar-General shall be made in any suit authorized by this Ordinance to be brought against him.

Costs in suits against Registrar-General.

46 Nothing done in good faith pursuant to this Ordinance or the Land Registration Ordinance, 1891, or any Ordinance repealed by that Ordinance by any registrar shall be deemed invalid by reason only of a defect in his appointment or in procedure.

Defect in appointment of registrars or procedure.

47 The fees specified in the First Schedule hereto shall be payable for the matters to which they relate.

Fees.

48 (1) The Governor in Executive Council may make regulations, to be published in the *Gazette*, as to any matter which by this Ordinance may or is to be prescribed and generally for regulating the forms to be used and the procedure and practice to be observed in carrying this Ordinance into effect.

Power to make regulations.

(2) All such regulations shall, as soon as conveniently may be, be laid before the Legislative Council, and may, at any of the next following three meetings, be rescinded by resolution of the Legislative Council, but without prejudice to anything already done thereunder, and if not so rescinded shall be deemed to be valid.

49 The forms contained in the Second Schedule shall be used with such variations as circumstances may require, but such schedule may be altered or added to by regulation.

Forms.

50 Ordinances Nos. 8 and 21 of 1871, No. 14 of 1891, No. 13 of 1908, No. 29 of 1917, No. 21 of 1918, No. 11 of 1919, and No. 22 of 1921 are hereby repealed.

Repeals.

FIRST SCHEDULE.

Fees.

(Section 47.)

PART I.

For the registration of the following instruments, if executed or made on or after July 1, 1919, whether before or after the commencement of this Ordinance—

	Rs.	c.
1. Every instrument of release, surrender, or annulment and every receipt or discharge—		
Where the amount of principal for which such instrument or receipt or discharge is given does not exceed Rs. 5,000, a fee of ..	2	0
Where it is indefinite, or it exceeds Rs. 5,000, a fee of ..	5	0
2. Every instrument of partition, and every judgment or decree of court decreeing such partition—		
For each land allotted or divided of which the value does not appear on the face of the instrument or judgment or decree, a fee of ..	5	0
For land allotted or divided of which the value appears on the face of the instrument or judgment or decree, where the aggregate value of such land does not exceed Rs. 100, a fee of ..	1	0
Where it exceeds Rs. 100 and does not exceed Rs. 250, a fee of ..	2	0
Rs. 250 and does not exceed Rs. 500, a fee of ..	3	0
Rs. 500 and does not exceed Rs. 1,000, a fee of ..	4	0
Rs. 1,000 and does not exceed Rs. 2,500, a fee of ..	5	0
Rs. 2,500 and does not exceed Rs. 5,000, a fee of ..	7	50
Rs. 5,000 and does not exceed Rs. 10,000 a fee of ..	10	0
And every further Rs. 10,000 or part of Rs. 10,000, a fee of ..	10	0

	Rs. c.
3. Notice of seizure in execution, or removal of such notice, for each Land Registry in which the seizure is registered or re-registered, a fee of ..	0 50
And where the seizure or removal of seizure relates to more lands than one in any one Land Registry, for every such land after the first, an additional fee of ..	0 25
4. <i>Lis pendens</i> , for each Land Registry in which the <i>lis pendens</i> is registered—	
Where the action is in a District Court, a fee of ..	5 0
Where the action is in a Court of Requests, a fee of ..	2 0
Where the action is in a Village Tribunal, a fee of ..	0 50
5. A priority notice or seizure priority notice for each Land Registry in which the notice is registered, a fee of ..	2 50
6. Caveat, for each Land Registry in which the caveat is registered and for each period of six months, a fee of ..	12 50
7. Every decree or order of court affecting land, not being a decree or order decreeing partition, and every will, a fee of ..	6 0
8. Every instrument of any kind whatsoever not charged in this schedule nor expressly exempted, a fee of ..	12 50
<i>N.B.</i> —No fee shall be charged under this item for registering any instrument of sale, purchase, transfer, assignment, lease, mortgage, or bill of sale, or of promise, bargain, contract, or agreement for effecting any such object or for transferring any security, interest, or incumbrance, or of contract or agreement for a future sale or purchase or transfer.	
9. An instrument presented to the Registrar-General under section 29 ^a in addition to any other fee payable, a fee of ..	10 0
<i>N.B.</i> —When application is made to more registrars than one under section 29, any fee payable shall be collected by the first registrar.	

PART II.

For the registration of the following instruments, if executed before July 1, 1919:—

1. Every instrument of sale, purchase, transfer, assignment, or mortgage of any immovable property, or of promise, bargain, contract, or agreement for effecting any such object, or for transferring any security, interest, or incumbrance affecting such property (other than a lease), or of contract or agreement for the future sale or purchase or transfer of any such property—
 - (a) Where the consideration of the instrument is wholly in money, or where the sum recoverable upon the instrument is definite, and where such consideration or sum recoverable does not exceed Rs. 100, a fee of .. 1 0
 - Where it exceeds Rs. 100 and does not exceed Rs. 250, a fee of .. 2 0
 - Rs. 250 and does not exceed Rs. 500, a fee of .. 3 0
 - Rs. 500 and does not exceed Rs. 1,000, a fee of .. 4 0
 - Rs. 1,000 and does not exceed Rs. 2,500, a fee of .. 5 0
 - Rs. 2,500 and does not exceed Rs. 5,000, a fee of .. 7 50
 - Rs. 5,000 and does not exceed Rs. 10,000, a fee of .. 10 0
 - And for every further Rs. 10,000 or part of Rs. 10,000, a fee of .. 10 0
 - (b) Where the consideration of the instrument is not wholly in money, an additional fee of .. 10 0
 - (c) Where the money consideration of the instrument is not stated, but the value of the property is stated—
 - Where such value does not exceed Rs. 100, a fee of .. 1 0
 - Where it exceeds Rs. 100 and does not exceed Rs. 250, a fee of .. 2 0
 - Rs. 250 and does not exceed Rs. 500, a fee of .. 3 0
 - Rs. 500 and does not exceed Rs. 1,000, a fee of .. 4 0
 - Rs. 1,000 and does not exceed Rs. 2,500, a fee of .. 5 0
 - Rs. 2,500 and does not exceed Rs. 5,000, a fee of .. 7 50
 - Rs. 5,000 and does not exceed Rs. 10,000, a fee of .. 10 0
 - And for every further Rs. 10,000 or part of Rs. 10,000, a fee of .. 10 0

	Rs. c.
(d) Where neither the money consideration of the instrument nor the value of the property is stated, a fee of ..	20 0
(e) Where the total amount of money ultimately recoverable upon the instrument is indefinite, a fee of ..	25 0
(f) Where the consideration of the instrument, or where the sum recoverable upon the instrument is a definite and certain sum of money already lent, advanced, or due, or to be lent and advanced on the execution of the instrument, together with an indefinite sum to be thereafter lent, advanced, or paid, or which may become due upon an account current, the same duty and conditions as to calculation of duty on the definite and certain sum of money already lent, advanced, or due, or to be lent and advanced on the execution of the instrument, as where the sum recoverable on the instrument is definite, together with an additional fee of	25 0
2. Every lease, transfer, or assignment thereof—	
(a) Where the consideration is wholly in money and does not exceed Rs. 100, a fee of ..	1 0
Where it exceeds Rs. 100 and does not exceed Rs. 250, a fee of ..	2 0
Rs. 250 and does not exceed Rs. 500, a fee of ..	3 0
Rs. 500 and does not exceed Rs. 1,000, a fee of ..	4 0
Rs. 1,000 and does not exceed Rs. 2,500, a fee of ..	5 0
Rs. 2,500 and does not exceed Rs. 5,000, a fee of ..	7 50
Rs. 5,000 and does not exceed Rs. 10,000, a fee of ..	10 0
And for every further Rs. 10,000 or part of Rs. 10,000, a fee of ..	10 0
Provided that the fee shall not exceed that on a lease for five years.	
(b) Every lease, transfer, or assignment thereof, where the consideration is partly in produce, and the value of such produce is not stated in the instrument, a fee of Rs. 2·50 in addition to the fee upon the stated pecuniary consideration.	
(c) Every lease, transfer, or assignment thereof, where the consideration consists wholly of produce, a fee of ..	1 0
3. Every instrument of release, surrender, or annulment, and every receipt or discharge—	
Where the amount of principal for which such instrument or receipt or discharge is given does not exceed Rs. 5,000, a fee of ..	1 0
Where it is indefinite or it exceeds Rs. 5,000, a fee of	2 50
4. Every instrument of partition, and every judgment or decree of court decreeing such partition—	
For each land allotted or divided of which the value does not appear on the face of the instrument or judgment or decree, a fee of ..	5 0
For land allotted or divided of which the value appears on the face of the instrument or judgment or decree, where the aggregate value of such land does not exceed Rs. 100, a fee of ..	1 0
Where it exceeds Rs. 100 and does not exceed Rs. 250, a fee of ..	2 0
Rs. 250 and does not exceed Rs. 500, a fee of ..	3 0
Rs. 500 and does not exceed Rs. 1,000, a fee of ..	4 0
Rs. 1,000 and does not exceed Rs. 2,500, a fee of ..	5 0
Rs. 2,500 and does not exceed Rs. 5,000, a fee of ..	7 50
Rs. 5,000 and does not exceed Rs. 10,000, a fee of ..	10 0
And for every further Rs. 10,000 or part of Rs. 10,000, a fee of ..	10 0
5. Every judgment or order of court affecting immovable property, and every probate of a will or letters of administration, a fee of ..	5 0
6. Every instrument of any kind whatsoever not charged in this schedule nor expressly exempted, a fee of ..	10 0
7. An instrument presented to the Registrar-General under section 29, in addition to any other fee payable, a fee of ..	10 0

N.B.—When application is made to more registrars than one under section 29 any fee payable shall be collected by the first registrar.

Rs. c.

PART III.

1. (a) An application to inspect the duplicates attested during a period not exceeding 12 months by any one judge, commissioner, notary, or public officer, a fee of .. 1 0
- (b) And in respect of each additional period of 12 months or part of such period, an additional fee of .. 0 50
2. An application to inspect any book kept under Chapters III. or IV., for each transaction or matter in respect of which the search is made, a fee of .. 1 0
- Provided that when the inspection is made for the purpose of drafting a deed or will affecting land, the fee shall be .. 0 50
3. (a) For supplying certified copies of extracts, for every folio or part of a folio of 120 words, a fee of 0 50
- (b) For each copy of a plan on tracing paper, a fee of 1 0
- (c) For each copy of a plan on drawing paper, a fee of 3 0
- With, in each case, (a), (b), or (c), an additional fee for each certificate of .. 1 0
- For supplying an endorsement of registration of a *lis pendens*, priority notice, seizure priority notice, or caveat under section 43 (2), the same fee as was paid on registration.

SECOND SCHEDULE.

Forms.

(Section 49.)

FORM I.

Application for Registration of a *lis pendens*.

(Section 11.)

To the Registrar of Lands of ———.

I (*full name, occupation, and postal address*) hereby apply for registration of the *action (*give parties, court, and reference to number of action and give reference to a previous registration if known*) as a *lis pendens* affecting the following land in your district (*describe land as in section 14*):—

Dated ———. *Signature of applicant or his proctor.*

* In the case of a partition action the word "partition" should be inserted.

FORM II.

Endorsement of Registration of a *lis pendens* on a Duplicate of the Application for Registration.

(Section 43.)

Registered as a *lis pendens* on (*date*) in (*reference to folio*).*(Signature.)*

Dated ———. Registrar of Lands of ———.

FORM III.

Priority Notice.

(Section 30.)

To the Registrar of Lands of _____.

Take notice under the Registration of Documents Ordinance, No. — of 1927, that I (*full name, occupation, and postal address in Ceylon of transferee*) intend to present to you for registration within six weeks from the date of registration of this notice an instrument whereby I or a person deriving title under me will acquire for valuable consideration an interest or benefit from (*full name, occupation, and address of transferor*) in (*describe land giving the particulars required by section 14 and give reference to a previous registration if known*).

Signature of applicant or his proctor or notary.

Dated _____.

Signed by the above-named _____ in the presence of (*full names and addresses of two witnesses*).

1. Signature of first witness :
2. Signature of second witness :

(Add where the instrument has not been executed by the transferor.)

And I (*name and address in full*) being the transferor described in the above-written priority notice hereby consent to the registration of such priority notice.

Dated _____.

*Signature.*Signed by the above-named _____ in the presence of (*full names and addresses of two witnesses*).

1. Signature of first witness :
2. Signature of second witness :

FORM IV.

Seizure Priority Notice.

(Section 31.)

To the Registrar of Lands of _____.

Take notice that under the writ of execution dated _____ for the sum of rupees _____ recovered by (*name, address, and description of judgment creditor*) against (*name, address, and description of judgment debtor*) by a judgment dated _____ of the court of _____ in (*give number of action*) the following land in your district is liable to seizure under the writ of execution, viz. (*describe land as in section 14, giving, where possible, a reference to a previous registration of the land*).

Signature of judgment creditor or his proctor.

Dated _____.

FORM V.

Endorsement of Registration of a Priority Notice or Seizure Priority Notice on Duplicate.

(Section 43.)

Registered on (*date*) in (*reference to folio*).*(Signature.)*

Dated _____.

Registrar of Lands of _____.

FORM VI.

Application for Renewal of Priority Notice or Seizure Priority Notice.

(Section 30.)

To the Registrar of Lands of _____.

I (*full name, occupation, and postal address of transferee*) hereby apply for the renewal of the priority notice dated _____ and registered in (*give reference to volume and folio*) for a further period of six weeks.

Signature of applicant or his proctor or notary.

Dated _____.

Signed by the above-named _____ in the presence of (*full names and addresses of two witnesses*).

1. Signature of first witness :
 2. Signature of second witness :
- (Where the instrument has not been executed by the transferor, add his consent as in Form III.)*

FORM VII.

Endorsement of Renewal of a Priority Notice or Seizure
Priority Notice on Duplicate of Application for
Renewal.

(Section 43.)

Renewed on *(date)*.*(Signature.)*

Dated _____.

Registrar of Lands of _____.

FORM VIII.

Form of Caveat.

(Section 32.)

Take notice that I *(full name and address of caveator)* require to be served with notice of the presentation for registration of any instrument affecting *(describe land as in section 14 and give reference to a previous registration, if known)*.

This caveat is to remain in force for a period of _____.

And I appoint *(here state postal address in Ceylon)* as the place at which notices relating hereto should be sent.

Signature of caveator or his proctor or notary.

Dated _____.

Signed by the above-named _____ in the presence of *(full names and addresses of two witnesses)*.

1. Signature of first witness :
2. Signature of second witness :

FORM IX.

Endorsement of Registration of a Caveat on Duplicate

(Section 43.)

Registered on *(date)* in *(reference to folio)*.*(Signature.)*

Dated _____.

Registrar of Lands of _____.

Passed in Council the Twenty-fourth day of November,
One thousand Nine hundred and Twenty-seven.

W. L. MURPHY,
Clerk to the Council.

Assented to by His Excellency the Governor the Seventeenth
day of December, One thousand Nine hundred and Twenty-
seven.

W. L. MURPHY,
Clerk to the Council.

Z 86/26

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

No. 24 of 1927.

An Ordinance to amend "The Notaries Ordinance, 1907."

H. J. STANLEY.

WHEREAS it is expedient further to amend "The Notaries Ordinance, 1907": Be it therefore enacted by the Governor of Ceylon, by and with the advice and consent of the Legislative Council thereof, as follows:

Preamble.

1 This Ordinance may be cited as "The Notaries Ordinance, No. 24 of 1927."

Short title.

2 Section 7 of the principal Ordinance, which now reads as follows, viz.:

Amendment of section 7 of the principal Ordinance.

7 The number of articulated clerks to be licensed for and in each district shall be limited and determined by a Proclamation to be issued from time to time by the Governor in Executive Council

is hereby amended so as to read as follows, viz.:

7 (1) The number of articulated clerks to be licensed for and in each district shall be limited and determined by a Proclamation to be issued from time to time by the Governor in Executive Council.

(2) A Proclamation under this section may provide that a specified number not exceeding half of the number of articulated clerks to be licensed for and in any district shall be persons who satisfy the Registrar-General that they possess one or more of the following qualifications, viz.:

- (a) Beneficial ownership for the past ten years by himself or by one of his parents or by his wife or by himself in right of his wife of land in the district; or
- (b) Birth in the district; or
- (c) Residence in the district for at least ten years, whether continuous or discontinuous.

3 In every subsequent revised edition of the Legislative Enactments of Ceylon, section 3 of "The Notaries (Amendment) Ordinance, No. 31 of 1917," shall be printed as sub-section (5) of section 35 of the principal Ordinance with the substitution of the words "sub-sections (3) and (4) of this section" for the words "the sub-sections added to section 35 of the principal Ordinance by the last preceding section."

Incorporation of section 3 of Ordinance No. 31 of 1917 in principal Ordinance.

4 The preamble and section 1 of "The Notaries (Amendment) Ordinance, No. 31 of 1917," are hereby repealed.

Repeal.

Passed in Council the Twenty-fourth day of November, One thousand Nine hundred and Twenty-seven.

W. L. MURPHY,
Clerk to the Council.

Assented to by His Excellency the Governor the Seventeenth day of December, One thousand Nine hundred and Twenty-seven.

W. L. MURPHY,
Clerk to the Council.

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 Puttalam will be holden at the Court-house at Colombo, on Tuesday, January 10, 1928, 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.

Deputy Fiscal's Office,
Puttalam, December 16, 1927.

A. R. HALLOCK,
Deputy Fiscal.

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 Chilaw will be holden at the Court-house at Colombo, on Tuesday, January 10, 1928, 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.

Fiscal's Office,
Chilaw, December 13, 1927.

A. BASNAYAKE,
Deputy Fiscal.

NOTICES OF INSOLVENCY.

In the District Court of Colombo.

Insolvency In the matter of the insolvency of P. M. Arasumiam Saibo, carrying on business under the name, style, and firm of N. A. M. Mohideen Abbas Saibo of 111, Fourth Cross street, Pettah, 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 January 17, 1928, for the appointment of an auditor and for the proof of the claim of A. M. M. Murugappa Chetty of Sea street in Colombo.

By order of court, A. E. PERERA,
Colombo, December 15, 1927. for Secretary.

In the District Court of Colombo.

No. 3,420. In the matter of the insolvency of P. M. Arasumiam Saibo, carrying on business under the firm and style of M. A. Mohideen Abbas Saibo of Fourth Cross street, 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 January 17, 1928, for proof of claim of Adamjee Lukmanjee & Sons.

By order of court, A. E. PERERA,
Colombo, December 15, 1927. for Secretary.

In the District Court of Colombo.

No. 3,807. In the matter of the insolvency of O. Abdul Cader of 25, Old Moor street, Colombo.

WHEREAS O. Abdul Cader has filed a declaration of insolvency, and a petition for the sequestration of his estate has also been filed by A. K. Deen of Wellawatta, under the Ordinance No. 7 of 1853: Notice is hereby given that the said court has adjudged the said O. Abdul Cader insolvent accordingly;

and that two public sittings of the court, to wit, on January 31, 1928, and on February 14, 1928, will take place for the said insolvent to surrender and conform to, agreeably to the provisions of the said Ordinance, and for the taking of the other steps set forth in the said Ordinance, of which creditors are hereby required to take notice.

By order of court, P. DE KRETZER,
Colombo, December 17, 1927. Secretary.

In the District Court of Colombo.

No. 3,808. In the matter of the insolvency of C. P. Chellathurai of Baillie street, Colombo.

WHEREAS C. P. Chellathurai has filed a declaration of insolvency, and a petition for the sequestration of his estate has also been filed by N. Sinniah of Sea street, Colombo, under the Ordinance No. 7 of 1853: Notice is hereby given that the said court has adjudged the said C. P. Chellathurai insolvent accordingly; and that two public sittings of the court, to wit, on January 31, 1928, and on February 14, 1928, will take place for the said insolvent to surrender and conform to, agreeably to the provisions of the said Ordinance, and for the taking of the other steps set forth in the said Ordinance, of which creditors are hereby required to take notice.

By order of court, P. DE KRETZER,
Colombo, December 17, 1927. Secretary.

In the District Court of Negombo.

No. 187/I. In the matter of the insolvency of Carim Moosa Bhai of Negombo.

NOTICE is hereby given that the first sitting of this court in the above matter has been adjourned to January 16, 1928.

By order of court, C. EMMANUEL,
Negombo, December 13, 1927. Secretary.

In the District Court of Negombo.

No. 188/I. In the matter of the insolvency of N. K. Mohammed Mohideen of Kochchikade in Negombo.

NOTICE is hereby given that the first sitting of this court in the above matter will take place on January 23, 1928.

By order of court, C. CANAPATHIPILLAI,
Negombo, December 19, 1927. Secretary.

In the District Court of Negombo.

No. 189/I. In the matter of the insolvency of N. K. Neina Mohammed of Kochchikade in Negombo.

NOTICE is hereby given that the first sitting of this court in the above matter will take place on January 23, 1928.

By order of court, C. CANAPATHIPILLAI,
Negombo, December 19, 1927. Secretary.

In the District Court of Negombo.

No. 190/I. In the matter of the insolvency of Hettiaratchige Don Anicesto of Kimbulapitiya.

NOTICE is hereby given that Hettiaratchige Don Anicesto of Kimbulapitiya has been adjudged an insolvent and has been directed to file his balance sheet on January 13, 1928.

By order of court, C. CANAPATHIPILLAI,
Negombo, December 19, 1927. Secretary.

In the District Court of Negombo.

No. 191/I. In the matter of the insolvency of Arthur Ernest Seneviratne of Mathamana.

NOTICE is hereby given that A. E. Seneviratne of Mathamana has been adjudged an insolvent and has been directed to file his balance sheet on January 13, 1928.

By order of court, C. CANAPATHIPILLAI,
Negombo, December 20, 1927. Secretary.

In the District Court of Kalutara.

No. 205. In the matter of the insolvency of Don Bastian Jayanetti of Wadduwa.

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 February 2, 1928, to consider the granting of the certificate of conformity.

By order of court, R. MALALGODA,
Kalutara, December 17, 1927. Secretary.

In the District Court of Kalutara.

No. 216. In the matter of the insolvency of Soona Theravia Nadar of Panadure.

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 February 16, 1928, to examine the insolvent.

By order of court, R. MALALGODA,
Kalutara, December 15, 1927. Secretary.

In the District Court of Galle.

No. 572. In the matter of the insolvency of Galbokke Hewage James de Silva of Dodanduwa.

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 February 24, 1928, for the examination of the insolvent.

By order of court, C. W. GOONEWARDENE,
Galle, December 15, 1927. Secretary.

In the District Court of Matara.

Insolvency In the matter of the insolvent estate of No. 33. Dionysius Domingo Pereira of Matara.

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 7, 1928, for the grant of a certificate of conformity to the above-named insolvent.

By order of court, L. B. CASPERSZ,
Matara, December 13, 1927. Secretary.

In the District Court of Kurunegala.

No. 88. In the matter of the insolvency of Kawanna Mana Muna Mohamadu Hanifa, Kawanna Mana Muna Mohamadu Sheriff, and Kawanna Mana Muna Segu Mohamadu, carrying on business under the name, style, and firm of "Kawanna Mana Muna & Co." of Kurunegala.

WHEREAS Kawanna Mana Muna Mohamadu Hanifa and Kawanna Mana Muna Segu Mohamadu, both of Kurunegala, have filed a declaration of insolvency, and a petition for the sequestration of the estate of Kawanna Mana Muna Mohamadu Hanifa and Kawanna Mana Muna Segu Mohamadu, both of Kurunegala, under the Ordinance No. 7 of 1853: Notice is hereby given that the said court has adjudged the said Kawanna Mana Muna Mohamadu Hanifa and Kawanna Mana Muna Segu Mohamadu insolvents accordingly; and that two public sittings of the court, to wit, on January 12, 1928, and on February 9, 1928, will take place for the said insolvents to surrender and conform to, agreeably to the provisions of the said Ordinance, and for the taking of the other steps set forth in the said Ordinance, of which creditors are hereby required to take notice.

By order of court, GERALD E. DE ALWIS,
Kurunegala, December 15, 1927. Secretary.

NOTICES OF FISCALS' SALES.

Western Province.

In the District Court of Colombo.

S. D. M. Burhan, Proctor, of Hulftsdorp,
Colombo Plaintiff.
No. 393/21. Vs.

Don Thomis de Vas Gunasekera of Waha-
kula Defendant.
Don Simeon de Vas Gunasekera of Ruwan-
wella in the District of Ratnapura Claimant.

NOTICE is hereby given that on Friday, January 27, 1928, at 10 A.M., will be sold by public auction at the premises the right, title, and interest of the said plaintiff in the following property for the recovery of the sum of Rs. 199.40, being costs due to the claimant, viz. :—

All those premises bearing assessment No. 199, situated at 2nd Division, Maradana, within the Municipality and District of Colombo, Western Province; bounded on the north and east by property of S. T. Silva, west by the premises belonging to the Police Headquarters, and south by the high road; containing in extent about 20 perches, together with the buildings standing thereon.

Fiscal's Office, R. O. DE SARAM,
Colombo, December 21, 1927. Deputy Fiscal.

In the District Court of Colombo.

Weker, Sons & Co., Ltd., of Colombo Plaintiffs.
No. 23,418. Vs.

H. Victor de Zoysa of 19, Bloemendahl road,
Mutwal, Colombo Defendant.

NOTICE is hereby given that on Tuesday, January 31, 1928, at 2 P.M., 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. 510.65, with interest at 9 per cent. per annum on Rs. 482.50 from April 29, 1927, till date of decree (November 3, 1927), and thereafter on the aggregate amount of the decree till payment in full, and costs of suit, viz. :—

The premises bearing assessment No. 1,701/20A, situated at Bloemendahl road, Mutwal, in Colombo; and bounded on the north by house occupied by Mr. Marcellinu, south by house occupied by Mr. Woolfe, east by Bloemendahl road, west by property of Nicholas de Zoysa; containing in extent about 35 perches more or less.

Fiscal's Office, R. O. DE SARAM,
Colombo, December 21, 1927. Deputy Fiscal.

In the District Court of Colombo.

A. M. R. M. Muttupaliniappa Chetty of Sea
street, Colombo Plaintiff.
No. 24,363. Vs.

Liyanage alias Ellage Thegis Appuhamy of Old
Kolonnawa road, Colombo Defendant.

NOTICE is hereby given that on Monday, January 30, 1928, at 12 noon, will be sold by public auction at the premises the following property mortgaged with the plaintiff by bond No. 2,053 dated July 21, 1926, attested by S. Somasundaram of Colombo, Notary

Public, and declared specially bound and executable under the decree entered in the above case and ordered to be sold by the order of court dated August 26, 1927, for the recovery of the sum of Rs. 1,881.22, with interest on Rs. 1,850 at 13½ per cent. per annum from July 8, 1927, till July 11, 1927, and thereafter on the aggregate amount at 9 per cent. per annum till payment in full, and costs, viz. :—

All that lot marked B4 (being a portion of the estate and plantation known as Maturajawela), with the plantations thereon, situated at Hendala in the Ragam pattu of Alutkuru korale in the District of Colombo, Western Province; bounded on the north by a portion of the same land marked B3, on the east by land belonging to natives, on the south by land belonging to natives and by a portion of the same land marked B3, and on the west by a portion of the same land marked B3; containing in extent 2 acres according to the figure of survey thereof bearing No. 479 dated September 16, 1904, made by H. W. Perera, Licensed Surveyor, together with the buildings standing thereon (buildings are not in existence now). Prior registration B 233/202.

Fiscal's Office, R. O. DE SARAM,
Colombo, December 21, 1927. Deputy Fiscal.

In the District Court of Kalutara.

R. T. P. Sincham of Glandon estate, Neboda.. Plaintiff.
No. 9,146. Vs.

(1) Ambwalage Oinahamy, (2) ditto Covis Silva of Anguruwatota, (3) ditto Kirihamy of Henegoda in Naithupana, (4) ditto Lainohamy of ditto, (6) ditto Ranappu of ditto, (8) William Singho Appuhamy of Warakagoda, (9) Haturusinha Sarnelis Silva of ditto, (12) Aron de Silva of Pelapitiyagoda, (14) Nammuni Hendrickhamy of ditto Defendants.

NOTICE is hereby given that on Tuesday, January 31, 1928, commencing at 2 o'clock in the afternoon, will be sold by public auction at the respective premises the right, title, and interest of the said defendants in the following property for the recovery of Rs. 683.35, viz. :—

(1) Lot marked C and all things thereon of Manane Udismattakattiya allotted to 1st and 2nd defendants appearing in plan No. 1,162 dated August 11, 1924, made by T. F. Collette, Licensed Surveyor, situated at Pelapitiyagoda in Iddagoda pattu, Pasdun korale, Kalutara District; and bounded on the north-west by lot marked B of this land, north-east by a portion of Honduruppu Manane Pahalakattiya, south-east by lot marked D, south-west by land claimed by Anthonis Fernando and another; containing in extent 1 acre 2 roods and 20.50 perches.

(2) Lot marked F and all things thereon of the same land allotted to 6th, 3rd, and 4th defendants, situated at the same village; and bounded on the north-west by lot E of this land, north-east by a portion of Honduruppu Manane Pahalakattiya, south-east by lot marked G, south-west by land claimed by Anthonis Fernando and another; and containing in extent 1 rood and 32.31 perches.

(3) Lot marked I and all things thereon of the same land allotted to 8th defendant, situated at the same village; and bounded on the north-west by lot H of this land, north-east by a portion of Honduruppu

Manane Pahalakattiya, south-east and south by land claimed by S. M. Marikar, south-west by land claimed by Anthonis Fernando and another; and containing in extent 4 acres 3 roods and 21.05 perches.

(4) Lot marked A and all things thereon of the same land allotted to 9th defendant, situated at the same village; and bounded on the north-west by rubber estate claimed by a Moorman, north and south-east by lot marked B, south by road; and containing in extent 10.44 perches.

(7) Lot marked H and all things thereon of the same land allotted to 12th defendant, situated at the same village; and bounded on the north-west by lot marked G, north-east by a portion of Honduruppu Manane Pahalakattiya, south-east by lot marked I, south-west by land claimed by Anthonis Fernando and another; and containing in extent 1 rood and 17.84 perches.

(8) Lot marked B and all things thereon of the same land allotted to 14th defendant, situated at the same village; and bounded on the north-west by rubber estate claimed by a Moorman and lot marked A of this land, north-east by a portion of Honduruppu Manane Pahalakattiya, south-east by lot marked C, south-west by land claimed by Anthonis Fernando and another; and containing in extent 2 roods and 7.73 perches.

H. SAMERESINGHA,
Deputy Fiscal.

Deputy Fiscal's Office,
Kalutara, December 20, 1927.

In the District Court of Kalutara.

Liyanage Thegis Perera of Talpitiya..... Plaintiff
No. 12,222. Vs. 48/12/12

(1) Hettige Don Podi Singha Perera (dead), (2) Mestiyage Dona Emalishamy Goonetilleke of Mahawadduwa, (3) Hettige Josalyn Nona, (4) Mestiyage Don Mendis, (5) Hettige Dona Rosaline, (6) Hettige Dona Leelawathie, (7) Kahatapitiya Aratchige Martin Perera, substituted defendant Defendants.

NOTICE is hereby given that on Tuesday, January 24, 1928, commencing at 4 o'clock in the afternoon, will be sold by public auction at the respective premises the right, title, and interest of the said defendants in the following property (mortgaged by the defendants with plaintiff and declared bound and executable for the decree entered in the said case) for the recovery of Rs. 1,201 7/6, with interest on Rs. 565 at 16½ per cent. per annum from December 11, 1924, till September 3, 1925, and thereafter at 9 per cent. per annum on the aggregate till payment in full, viz.:—

(a) The soil and trees of all that allotment of land called Gulugahakotuwa *alias* Madangewattakattiya, situated at Mahawadduwa; and bounded on the north by a portion of the same land, east by the live fence of the field belonging to Mestiyage Don Peiris Appu and others, south by Lindamulawatta, and west by row of arecanut trees of Badumagewatta; containing in extent about 2 roods.

(b) An undivided 1/10 share of the soil and of the trees of an allotment of land called Hotawatta, situated at Mahawadduwa; and bounded on the north by Delgahawatta which belonged to Peiris Aratchirala, east by cart road, south by Parangiwatta and owita, and west by Galawelakumbura; containing in extent about 1 acre and 2 roods.

(c) An undivided 1/5 share of the soil and of the trees of the allotment of land called Kiribaththuduwe-watta, and situated at Mahawadduwa; and bounded on

the north by Keerawellagahawatta and cart road, east by Keerawellagahawatta, south by Palliyawatta and Pelawatta, and west by Palliyawatta; containing in extent about 4 acres.

H. SAMERESINGHA,
Deputy Fiscal.

Deputy Fiscal's Office,
Kalutara, December 20, 1927.

In the District Court of Colombo. 56/12/12

S. A. Sattanathapillai of Fifth Cross street in Colombo Plaintiff.

No. 25,570. Vs.

Soonana Ana Idroos Lebbe Marikar of Veyangalla in Kalutara District..... Defendant.

NOTICE is hereby given that on Friday, January 27, 1928, commencing at 9 o'clock in the forenoon, will be sold by public auction at the residence of the Headman of Mahagama the right, title, and interest of the said defendant in the following property for the recovery of Rs. 9,706.24, with interest thereon at 12 per cent. per annum from October 14 to November 1, 1927, and thereafter on the aggregate amount at 9 per cent. per annum till payment in full, and costs of suit, viz.:—

The right, title, and interest of the defendant in and to the mortgaged bond No. 12,253 dated January 21, 1903, attested by D. B. K. Goonetilleke, Notary Public of the District of Kalutara, for the sum of Rs. 60.

The right, title, and interest of the defendant in and to the mortgaged bond No. 4,688 dated January 11, 1920, attested by E. A. de Fonseka, Notary Public of the District of Kalutara, for the sum of Rs. 65.

The right, title, and interest of the defendant in and to the mortgaged bond No. 5,806 dated January 27, 1923, attested by E. A. de Fonseka, Notary Public of the District of Kalutara, for the sum of Rs. 120.

The right, title, and interest of the defendant in and to the mortgaged bond No. 748 dated April 3, 1919, attested by Arthur de Abrew, Notary Public of the District of Kalutara, for the sum of Rs. 250.

The right, title, and interest of the defendant in and to the mortgaged bond No. 24,215 dated October 3, 1916, attested by D. B. K. Goonetilleke, Notary Public of the District of Kalutara, for the sum of Rs. 350.

The right, title, and interest of the defendant in and to the mortgaged bond No. 802 dated December 19, 1919, attested by A. de Abrew, Notary Public of the District of Kalutara, for the sum of Rs. 1,250.

The right, title, and interest of the defendant in and to the mortgaged bond No. 38 dated August 16, 1923, attested by A. E. C. de Zoysa, Notary Public of the District of Kalutara, for the sum of Rs. 100.

The right, title, and interest of the defendant in and to the mortgaged bond No. 24,129 dated August 16, 1916, attested by D. B. K. Goonetilleke, Notary Public of the District of Kalutara, for the sum of Rs. 600.

The right, title, and interest of the defendant in and to the mortgaged bond No. 39 dated August 17, 1923, attested by A. E. C. de Zoysa, Notary Public of the District of Kalutara, for the sum of Rs. 430.

H. SAMERESINGHA,
Deputy Fiscal.

Deputy Fiscal's Office,
Kalutara, December 20, 1927.

In the District Court of Colombo.

S. A. Sattanathapillai of Fifth Cross street in
Colombo Plaintiff.

No. 25,570. Vs.

Socna Ana Idross Lebbe Marikar of Veyangalla in
Kalutara District Defendant.

NOTICE is hereby given that on Friday, January 27, 1928, commencing at 1 o'clock in the afternoon, will be sold by public auction at the respective premises in case time is insufficient to complete the sale of all the lots the remaining lots will be put up for sale at the respective premises, commencing at 9 A.M. on Saturday, January 28, 1928, the right, title, and interest of the said defendant in the following property for the recovery of Rs. 9,706.24, with interest thereon at 12 per cent. per annum from October 14 to November 1, 1927, and thereafter on the aggregate amount at 9 per cent. per annum till payment in full, and costs of suit, viz.:—

1. An undivided $\frac{2}{3}$ share of the soil and trees of the land called Welmullehena, situated at Omatta in Maha pattu north of Pasdun korale east in the District of Kalutara, Western Province; and bounded on all sides by Crown lands; containing in extent about 5 roods and 32 perches.
2. All that soil and plantation and the buildings situated on the land called Bulatahenadeniya depicted in plan No. 188,956, situated at Pimbura in Uturu Maha pattu of Pasdun korale east; bounded on the north by the land depicted in plan No. 135,854, Beraliyagahadola, and the Crown land, on the east by the Crown land and the land claimed by villagers, on the south by Crown land, on the west by Beraliyagahadola; containing within these boundaries 1 acre 3 roods and 6 perches in extent.
3. An undivided $\frac{1}{70}$ part of Halowitakumbura, situated at Halowita in Maha pattu north of Pasdun korale east in the District of Kalutara, Western Province; and bounded on the north by dola, on the east by Crown forest, on the south by Berawadolakumbura, on the west by Galamunekumbura; containing in extent 5 pelas of paddy sowing.
4. An undivided $\frac{1}{70}$ part of all that soil and plantation of the land called Mahawatta, situated at Halowita aforesaid; and bounded on the north by Achchigewatta, on the east by Halgaha-arawa, south by dola, on the west by Kahatagahawatta; containing in extent about 4 acres within these boundaries.
5. An undivided $\frac{1}{70}$ part of the soil and plantation of the land called Achchigewatta, situated at Halowita aforesaid; and bounded on the north by Crown forest, on the east by Halgaha-arawa, on the south by Mahawatta and Udahawatta, on the west by Udahawatta and Crown forest; containing in extent about $1\frac{1}{2}$ acres.
6. An undivided $\frac{1}{70}$ part of Halgaha-arawakumbura, situated at Halowita aforesaid; and bounded on the north by Crown forest, on the east by Medawatta, on the south by dola, and on the west by Mahawatta; containing within these boundaries about 3 pelas paddy sowing extent.
7. An undivided $\frac{1}{70}$ part of the field called Arawekumbura, situated at Halowita aforesaid; and bounded on the north by Kahatagahawatta, east and south by dola, on the west by Crown forest; containing 2 pelas paddy sowing extent.
8. An undivided $\frac{1}{70}$ part of Galamunekumbura, situated at Halowita aforesaid; bounded on the north and east by dola, on the south by Crown forest, on

the west by Badullayaokanda; containing 15 kurunies paddy sowing extent.

9. An undivided $\frac{1}{70}$ part of all that soil and plantation of the land called Gallaneyawatta, situated at Halowita; bounded on the north by dola, on the east, south, and west by the Crown forest; containing in extent about $2\frac{1}{2}$ acres.

10. An undivided $\frac{1}{70}$ part of all that soil and plantation of the land called Mahagulanewatta, situated at Halowita aforesaid; bounded on the north, east, and west by the Crown forest, on the south by Udawatta; containing in extent about $2\frac{1}{2}$ acres.

11. An undivided $\frac{2}{3}$ share of the soil and trees of the land called Udakumburupitakattiya, situated at Mahagama in Gangaboda pattu of Pasdun korale east aforesaid; and bounded on the north and west by the land belonging to Mr. de Mel, on the east by Udakumbura, on the south by the land belonging to Sinno Appu Bass; containing in extent about 1 acre and 34 perches.

12. An undivided $\frac{1}{16}$ part and $\frac{1}{64}$ part of all that soil and plantation of the land called Puhuwelagodella, situated at Mahagama aforesaid; bounded on the south-east by the land depicted in plan No. 72, on the south-west by the land depicted in plan No. 72,282, and on all other sides by the Crown lands; containing within these boundaries 3 roods and 24 perches.

13. An undivided $\frac{1}{16}$ part and $\frac{1}{64}$ part of the land called Puhuwelagodelladeniya, situated at Mahagama aforesaid, together with all its appurtenances; bounded on the north by the land depicted in plan No. 72,274, on the north-east by the lands which formerly belonged to the Crown, but now possessed by the people by right of purchase, on the south-east by the road, on the south by Rantatigegodelleowita, and west by land depicted in plan No. 72,282; containing within these boundaries 2 roods and 36 perches.

14. An undivided $\frac{1}{3}$ share of the whole land or an undivided $\frac{1}{3}$ share of $\frac{2}{3}$ share of all that soil and plantation except the buildings put up by other heirs on the land called Kerawakdeniyakumbura, situated at Mahagama aforesaid; bounded on the north by the land belonging to Mallikage Alwis Silva, on the east by the cinnamon garden and Gokatuweowita, on the south by ela and the land depicted in plan No. 72,276, on the west by the land depicted in plan No. 72,276, and Godakele; containing within these boundaries 1 acre 2 roods and 4 perches in extent.

15. An undivided $\frac{2}{18}$ part of the high land and low land, together with all its appurtenances called Kerawakdeniyakumbura, situated at Mahagama aforesaid; bounded on the north by Panwilaekumbura, on the east by Kurunduwatta (cinnamon garden), on the south by Gonagal-ela and road, on the west by the high road; containing within these boundaries 1 acre 2 roods and 36 perches.

16. An undivided $\frac{1}{4}$ share of all that soil and plantation of the land called Billanigalalangakattiya, situated at Mahagama aforesaid; bounded on the north-east by the land depicted in plan No. 119,433, on the south-east by the land depicted in plan No. 130,734, on the south-west by land depicted in plan No. 80,051 and the Crown land, on the north-west by Crown land; containing within these boundaries 1 acre 1 rood and 17 perches.

17. An undivided $\frac{1}{4}$ share of the field called Mahammawetuvelissekumbura, situated at Mahagama aforesaid; bounded on the north by Puhuwelagodella, on the east by Puhuweladeniya and high road, on the south by Godellakumbura, on the west by Godellakumbura and land belonging to natives; containing in extent about 1 acre.

18. An undivided $\frac{1}{3}$ share of all that soil and plantation, together with the tiled and plastered boutique standing on the land called Puhuwalagodella, situated at Mahagama aforesaid; bounded on the south-east by the land depicted in plan No. 72,275, on the south-west by land depicted in plan No. 72,282, and on all other sides by the Crown lands; containing within these boundaries 2 roods and 24 perches.

19. An undivided $\frac{1}{3}$ share of the land called Puhuwalagodelladeniya, together with all its appurtenances, situated at Mahagama aforesaid; bounded on the north by the land depicted in plan No. 72,274, on the north-east by Crown lands, on the south-east by the road, on the south by Rantatigegodellaowita, and on the west by the land depicted in plan No. 72,282; containing within these boundaries 2 roods and 36 perches.

20. An undivided $\frac{1}{3}$ share of the defined northern portion of the field called Ketapalawatuwilakumbura, situated at Mahagama aforesaid; bounded on the north by Galwalawilakumbura, east by Boragodawatta and Ketapalawatta, south by the southern portion of Ketapalawatakumbura, and west by Walakedimullegodabima; and containing in extent about 2 acres.

21. An undivided $\frac{1}{54}$ share of the field called Godellekumburaowita, situated at Mahagama aforesaid; and bounded on the north by Godellekumbura, east by Manammawetunueliessekumbura, south by Bonagal-ela, and west by Bonagal-ela and Eliessekumbura; and containing in extent about 1 acre and 2 roods.

22. An undivided $\frac{1}{18}$ share of the land called Polkandakumbura, situated at Mahagama aforesaid; bounded on the north by Gamagekumbura, east by Godellewatta, south by Polkandakumburaowita, west by Ambagahawatta; and containing in extent about 2 pelias and 5 kurunies of paddy sowing.

23. An undivided $\frac{1}{12}$ share of the land called Ohaddarajakumbura, situated at Mahagama aforesaid; and bounded on the north by Lindagawakumbura, east by Ambagahawatta, south by Gongala-ela, west by Mulwakkadakumbura; and containing in extent about 2 pelias of paddy sowing.

24. All that soil and plantation of the land called Diminigodella, situated at Mahagama aforesaid; bounded on the south by the land belonging to U. Buiya and others, on the west by the land depicted in plan No. 129,623 and the land said to belong to the Crown and the land belonging to U. Buiya and others, on the north and east by the land said to belong to the Crown; containing in extent 1 acre 1 rood and 21 perches.

25. Undivided $\frac{1}{3}$ share of the soil and trees of the land called Yaddehigemahakumbura, situated at Mahagama aforesaid; bounded on the north by Delgahawilakumbura, on the east by Amuwatta, on the south by Pitawilekumbura and Hinnamullekumbura, on the west by the field belonging to Allis Silva and Asweddumakumbura; containing about 5 pelias of paddy sowing extent.

26. An undivided $\frac{1}{3}$ of $\frac{3}{5}$ share of the soil and trees of the land called Amuwatta, situated at Mahagama aforesaid; and bounded on the north by Kurunduwatta, on the east by Polegodawatta, on the south by Mahakumbura and Muttettuwawatta, and on the west by Mahakumbura; containing in extent about 2 acres and 2 roods.

27. An undivided $\frac{1}{4}$ share of the soil and trees of the land called Katuwattekumbura, situated at Mahagama aforesaid; and bounded on the north by Palleekumbura, on the east by the land in the name of Ketawalage Jurisa, on the south by Galmulla *alias* the land in the name of Ketawalage Jurisa, and on the west by Kurunduwatta; containing in extent about 1 acre and 1 rood.

28. An undivided $\frac{1}{14}$ part of the contiguous fields called Eleessakumbura and Udaliyaddakumbura, situated at Mahagama aforesaid; and bounded on the north by Polattekumbura, on the east by owita and ela, on the south by Kurundugahalayaddekumbura, on the west by Ehalawatta; containing within these boundaries about 2 pelias and 4 kurunies paddy sowing extent.

29. An undivided $\frac{1}{14}$ share of all that soil and plantation of the land called Ehalawatta, situated at Mahagama aforesaid; bounded on the north by Thirivanaketiyakumbura, on the east by Udaliyadda, on the south by Gatagahawatta, and on the west by Crown lands; containing in extent about 2 acres.

30. An undivided $\frac{1}{14}$ share of the contiguous field called Pattalekumbura and Huratalwagurekumbura, situated at Mahagama aforesaid; bounded on the north by Galawita, on the east by ela, on the south and west by Polwattekumbura; containing in extent within these boundaries about 1 amunam of paddy sowing.

31. An undivided $\frac{1}{14}$ share of all that soil and plantation of the high land containing in extent about 1 acre and the low land containing about 2 pelias paddy sowing extent of the contiguous land and field called Polwattegewatta and Lintotakumbura, situated at Mahagama aforesaid; bounded on the north by Lintotakumburapitakattiya (outskirt of Lintotakumbura), on the east by Dewagewatta, on the south by Moragahawila, on the west by Malmutukumbura and Bekmekumbura.

32. An undivided $\frac{1}{14}$ share of Bekmekumbura; situated at Mahagama aforesaid; bounded on the north by Malmutukumbura, on the east by Polwattegewatta, on the south by Moragahawila, on the west by ela; containing about 15 kurunies of paddy sowing extent.

33. An undivided $\frac{3}{112}$ part of all that soil and plantation of the land called Pelawatta, situated at Mahagama aforesaid; bounded on the north by Kande-watta, on the east by Crown forest, on the south by Devagewatta, and on the west by Moragahawila; containing in extent about 7 acres and 3 roods.

34. An undivided $\frac{3}{112}$ parts of the field called Moragahawila, situated at Mahagama aforesaid; bounded on the north by Nugagahawatta *alias* Devagewatta, on the east by Pelagewatta, on the south by Hunianwala *alias* Crown lands, on the west by Gonagal-ela; containing 7 bushels paddy sowing extent.

35. An undivided $\frac{3}{56}$ of the field called Kalumini-liyadde *alias* Hawuleliessa, situated at Mahagama aforesaid; bounded on the north by Galakumbura, on the east by Galakumburagodakattiya (the high land portion of Galakumbura), on the south by Halgahakumbura, on the west by Gonagal-ela; containing in extent about 2 bushels paddy sowing.

36. An undivided $\frac{3}{112}$ of the field called Halgahakumbura, situated at Mahagama aforesaid; bounded on the north by Kaluminiyadda, on the east by Crown forest, on the south by Kitulgahakumbura, on the west by Gonagal-ela; containing 4 bushels paddy sowing extent.

37. An undivided $\frac{7}{72}$ share of the land called Ketapolewatta, situated at Mahagama aforesaid; bounded on the north by Mahawatta *alias* Udumullege-watta, east by Ketapolleliyadde, south by Kufunduwatta, and west by Panwillekumbura and Moragodaya-watta *alias* Moragodayewatta; containing in extent 4 acres.

38. An undivided $\frac{7}{72}$ share of the land called Godellekumburaowita, situated at Mahagama aforesaid; bounded on the north by Godellekumbura, east by Puhuwaleokanda, south by Gonagal-ela, west by Gonagal-ela and Eliessekumbura (exclusive of the road passing through the land); containing in extent about 3 acres.

39. An undivided 1/24 share of the land called Moragodeyawatta *alias* Boragodayewatta, situated at Mahagama aforesaid; bounded on the north by plum-bago land belonging to the Crown, east by Ketepolewatta, on the south and west by Panwillekumbura *alias* Pitewilekumbura; containing in extent 2 acres.

H. SAMERESINGHA,
Deputy Fiscal.
Deputy Fiscal's Office,
Kalutara, December 20, 1927.

32 P. 8/1
Central Province.

In the District Court of Kandy.

Palihana Rallage Sanchi Menika of Hingula..Plaintiff.

No. 30,779 Vs.

(1) Reginald Dharmasena Tillekeratne, (2) Lily Yasodara Tillekeratne, (3) Rose Ratnawali Tillekeratne, (4) Violet Beatrice Leelawathi Tillekeratne, (5) Jasmin Alexander Leelawathi Tillekeratne; the 3rd, 4th, and 5th by their guardian *ad litem* Henry Richard de Silva Tillekeratne, all of Wewalgoda Fort estate, Kadugannawa Defendants.

NOTICE is hereby given that on Saturday, January 28, 1928, at 12 noon, 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. 95.73 and poundage, viz. :—

The remaining portion of Wewalgoda Fort estate leaving 2½ acres owned by plaintiff; and bounded on the north by Karapifaangekumbura and land claimed by Sadara, east by Pallekumburehena and Deldeniye-hena, land claimed by Sardiell, and path, south by cart road and land claimed by F. R. Dias, west by Wewehena and Galpottgederehena, and depicted in the plan marked Z2 made by Mr. C. D. Jayasinghe, Licensed Surveyor, of the extent of 12½ acres remaining, situate at Ratmiwela and Amunupura in Kandupalata of Yatinuwara in the District of Kandy, Central Province.

A. RANESINGHE,
Additional Deputy Fiscal.

Fiscal's Office,
Kandy, December 17, 1927.

32 P. 8/1
Southern Province.

In the District Court of Colombo.

Colombo Stores, Limited, of Colombo.....Plaintiffs.

No. 23,614. Vs.

(1) H. W. Lawrens of Graeslyn, Hambantota, and (2) A. A. Carim, Steamer Agent, Hambantota Defendants.

NOTICE is hereby given that on Monday, January 16, 1928, at 2 o'clock in the afternoon, will be sold by

public auction at the eastern portion of the land the right, title, and interest of the said defendants in the following property, viz. :—

Land called Amunukarihenyaya *alias* Amunukariyaya bearing lot No. 14 in P. P. 11,876, situated in Magama village in Magam pattu of the Hambantota District in the Southern Province, containing in extent 13 acres and 30 perches; and bounded on the north by Kirinde-oya reservation, on the east by lot 15 in P. P. 11,876, on the south by Kirinde-oya reservation, and on the west by Kirinde-oya reservation.

Writ amount Rs. 276, with legal interest thereon from May 19, 1927, till decree, and thereafter on the aggregate amount of the decree till payment in full, interest on all sums awarded at 9 per cent. per annum from date of decree until payment in full, and costs of suit, and in failure to recover possession of the B. S. A. double-barrel gun, then a further sum of Rs. 100, being its value.

C. SENARATNE,
Additional Deputy Fiscal.

Deputy Fiscal's Office,
Hambantota, December 19, 1927.

23 P. 8/1
Northern Province.

In the District Court of Jaffna.

J. S. Fonseka of Jaffna town.....Plaintiff.

No. 21,140. Vs.

S. R. Selvarayan of Vannarponnai East....Defendant.

NOTICE is hereby given that on Thursday, January 19, 1928, at 9 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. 3,323.45, with interest thereon at the rate of 9 per cent. per annum from January 7, 1926, until payment in full, and costs (being reserved), poundage, and charges, viz. :—

An undivided ½ share of a piece of land situated at Navatkuli in Navatkuli parish, Thenmaradchchy division of the Jaffna District, Northern Province, called Selvarayan estate; containing or reputed to contain in extent 52 acres, with coconut trees and plantations; bounded or reputed to be bounded on the east by railway line and by property of Sinnathankam and Appukkuddy, on the north by Kandy road, and on the west and south by Upparu.

Fiscal's Office,
Jaffna, December 20, 1927.

J. P. KANTHYAH,
for Fiscal.

40 P. 10/1
In the District Court of Jaffna.

(1) Vinasithamby Poorahavelpillai and wife (2) Parupathippillai of Valvedditturai.....Plaintiffs.

No. 22,312. Vs.

(1) Arunasalam Sanmugam and wife (2) Vethanayagam of ditto.....Defendants.

NOTICE is hereby given that on Monday, January 16, 1928, at 10 o'clock in the forenoon, will be sold by

public auction at the respective spots the right, title, and interest of the said defendants in the following property for the recovery of Rs. 1,337.70, with interest thereon at the rate of 9 per cent. per annum from February 2, 1927, until payment in full, and costs (being reserved), poundage, and charges, viz. :—

1. A divided 17 kulies out of 1 lacham varagu culture, and 1 kuly out of the following parcels of land, situated at Valvedditturai in Uduppiddy parish, Vadamardchy division of the Jaffna District, Northern Province, called Sathiranthai, containing or reputed to contain in extent house 1, ditto house $\frac{1}{2}$, ditto house $\frac{1}{4}$, ditto house $\frac{1}{4}$, ditto in extent $15\frac{1}{2}$ lachams varagu culture, the said 17 kulies with coconut trees, well, stone-built house, and kitchen; bounded or reputed to be bounded on the east and north by property of Muttuppillai, widow of Vethavanam, and others, on the west by property of Viyaladchy, wife of Ananthamailu, and others, and on the south by property of Nagamuttu Kanapathippillai and others.

2. A divided $10\frac{4}{5}$ kulies on the west out of a piece of land, situated at Valvedditturai aforesaid, called Sathiranthai, containing or reputed to contain in extent $1\frac{1}{2}$ lachams varagu culture, the said $10\frac{4}{5}$ kulies with coconut trees, mall (shed), hut, and houses; bounded or reputed to be bounded on the east by property of Teivanaippillai, widow of Ramasamy, on the north by property of Thayalnayaky, wife of Venkadasalam, and others, on the west and south by lane.

Fiscal's Office,
Jaffna, December 17, 1927.

J. P. KANTHYAH,
for Fiscal.

In the District Court of Jaffna. *44/2/27*

Ramalingam Veluppillai of Vannarponnai
East Plaintiff.

No. 22,342. Vs.

Bastian Emmanuel of Jaffna town, official
administrator of the estate of the late Baza-
nanand Babu Lall.....Defendant.

NOTICE is hereby given that on Wednesday, January 18, 1928, at 9 o'clock in the forenoon, will be sold by public auction at the respective spots the right, title, and interest of the said late Babu Lall in the following property for the recovery of Rs. 4,383.75, with interest on Rs. 3,500 at 10 per cent. per annum from February 9, 1927, to September 9, 1927, and thereafter on the aggregate amount at 9 per cent. per annum from September 9, 1927, and costs (being reserved), poundage, and charges, viz. :—

(1) An undivided $\frac{1}{2}$ share of the coconut estate, situated at Navatkuli in Navatkuli parish, Thenmaradchey division of the Jaffna District, Northern Province, called Navatkuli Thoddam; containing or reputed to contain in extent 163 acres 2 roods and 32 perches, with coconut trees, bungalow, huts, well, cultivated and spontaneous plants; bounded or reputed to be bounded on the east by property of Nagaratnam and others, on the north by property of Nagaratnam and others and by rail way, on the west by rail way and property belonging to others, and on the south by seashore, Upparu, and Crown land.

(2) An undivided $\frac{1}{2}$ share of a piece of land situated at Navatkuli aforesaid, called Ravalai coconut estate; containing or reputed to contain in extent 72 acres 3 roods and 16 perches, with bungalow, well, paddy cultivation ground, cultivated and spontaneous plants, and other appurtenances; bounded or reputed to be

bounded on the east and north by lane and property belonging to Annpalavanaswamy temple at Sidamparam, Kannakai Amman temple at Velampirai, and property belonging to others, on the west by property of Muttuthamby and property belonging to Kannakai Amman temple and lane, and on the south by Upparu and sea.

Fiscal's Office,
Jaffna, December 20, 1927.

J. P. KANTHYAH,
for Fiscal.

Eastern Province. *26/2/27*

In the Court of Requests of Kalmunai.

Palanitamby Seenitamby of Periyakallar.....Plaintiff.

No. 13,156. Vs.

V. V. Athampaikeerpody Uthumalevvai and
M. Uthumankandupody Moheyadinbawa of
Nindoor Defendants.

NOTICE is hereby given that on Wednesday, January 18, 1928, commencing at 10 o'clock in the forenoon, will be sold by public auction at the spot the right, title, and interest of the said 1st defendant in the following property for the recovery of the sum of Rs. 187.73, with interest thereon at 9 per cent. per annum from February 22, 1927, till payment in full, and costs Rs. 22.78, viz. :—

The paddy land called Koolayadivayal, situated at Panikavelly in Naduvukudiruppu Kandam in Nindavur pattu, Batticaloa District, Eastern Province; bounded on the north by Alayadivayal, south by Panikavellyaru, east by the dowry property of V. V. A. Uthumalevvai Marakar, and west by the land of P. H. Abuvakkerlevvai, containing in extent 5 acres, with inlets, outlets, and all other rights.

S. TURAIYAPPAH,
Deputy Fiscal.

Fiscal's Office,
Batticaloa, December 15, 1927.

North-Western Province. *49/2/27*

In the District Court of Colombo.

R. M. A. R. A. R. R. M. Palaniappa Chetty of
Sea street, Colombo.....Plaintiff.

No. 845/1921. Vs.

(1) A. Arnolda, of 23, Hospital street, Colombo,
(2) Vana Pana Lana Vana Annamalay Chetty,
presently of Kurunegala, (3) Vana Pana Lana
Vana Nallan Chetty of Sea street,
Colombo Defendants.

NOTICE is hereby given that on Saturday, February 4, 1928, at 1 o'clock in the afternoon, will be sold by public auction at the premises the right,

title, and interest of the said 2nd defendant in the following property, viz. :—

An undivided 1/7 share of all those three contiguous allotments of land called Welikalamukalana described in T. P. 16,521, Welikalamukalana described in T. P. 173,591, and Welikalamukalana described in T. P. 17,350, with the portions acquired by prescription now forming one property with the buildings standing thereon, called and known as Welikele estate, referred to, for partition in case No. 5,256, D. C., Colombo, situate at Godavita in Rekopattu korale of Dambadeni hatpattu in the District of Kurunegala, North-Western Province; and bounded on the north by the estate of the heirs of Pinto Jayawardana, on the east by Kosgahamukalana and Dodangahamaditha, formerly of Kiri Hami and others, Kosgahamulawatta Pettahena, now of Mr. M. Richard Perera and others, and Galkandehena, on the south by Werallandehena, now of Hendrick Appu, Kandehena, now of S. S. H. Fernando, and the property of Punchi Banda, and on the west by the properties, now of Punchi Banda, Mrs. S. S. H. Fernando, Banda Korala, A. R. F. Wimalagunawardana, and the high land and deniya land of Pabilina Fernando, formerly of Appuhami; and containing in extent 99 acres and 3 roods as per plan No. 3,173 dated April 24, 1926, made by Mr. G. M. de Silva, Surveyor.

Amount to be levied Rs. 6,706.25, with interest on Rs. 5,000 at 15 per cent. per annum from March 23, 1921, to date of decree and thereafter on the aggregate amount of the decree at 9 per cent. per annum till payment in full, and costs of suit.

S. D. SAMARASINHE,
for Fiscal.

Fiscal's Office,
Kurunegala, December 15, 1927.

In the District Court of Chilaw.

(1) Ambrose Hanze, (2) William Hanze, both of
Mudukatuwa Plaintiffs.

No. 7,881. Vs.

William Fernando of Chilaw.....Defendant.

NOTICE is hereby given that on Saturday, February 4, 1928, at 4 o'clock in the afternoon, will be sold by public auction at the premises the right, title, and interest of the said plaintiffs in the following property for the recovery of Rs. 287.10, and poundage, viz. :—

An undivided 1/4 share of the house and garden of the residing land of the 1st plaintiff, situate at Mudukatuwa in Meda palata of Pitigal korale south in the District of Chilaw; and bounded on the north by Dewata road, east by land of Samuel Fernando, south and west by land of the heirs of Mudaliyar Seneviratne; containing in extent about 6 acres.

A. BASNAYAKE,
Deputy Fiscal.

Deputy Fiscal's Office,
Chilaw, December 20, 1927.

In the Requests Court of Negombo.

U. L. V. V. Ramanathan Chetty by his attorney
Muna Yana Ena Muthuwadugu Ambalam of
Negombo Plaintiff.

No. 34,246. Vs.

Ena Pakiri Bawa of Madampe.....Defendant.

NOTICE is hereby given that on Saturday, January 28, 1928, 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 Rs. 285.55, with interest on Rs. 300 at 9 per cent. per annum from July 5, 1927, till payment in full, and poundage, viz. :—

The two contiguous portions of the lands called Athpanthiyawatta and Kunjusegugewatta alias boutiques Nos. 174, 175, and 176, situate at Madampe in Yagam pattu of Pitigal korale north in the District of Chilaw; and bounded on the north by land of late Mudaliyar Navaratne, east by high road, south by lands now of Johana Cornelia Perera Gunatilaka, formerly of L. Don Simon Silva and others, and west by land of Mudaliyar Abeyaratne; containing in extent 1 acre and 30.48 perches.

A. BASNAYAKE,
Deputy Fiscal.

Deputy Fiscal's Office,
Chilaw, December 13, 1927.

Province of Sabaragamuwa.

In the District Court of Kegalla.

Ambulagedera Punchirala of Mawanella.....Plaintiff.

No. 8,014. Vs.

Bamunuge Charles Peiris of Mawanella.....Defendant.

NOTICE is hereby given that on January 21, 1928, commencing at the hours specified below, will be sold by public auction at the respective premises the right, title, and interest of the said defendant in the following property, viz. :—

Sale on January 21, 1928, commencing at 2 P.M.

(1) One-fifth share of Mabokotuwa alias Udambokotuwa of 3 pelas and 6 lahas of paddy sowing in extent, situated at Rankoddiwala in Tanipperu pattu of Galboda korale in the District of Kegalla of the Province of Sabaragamuwa; and bounded on the north and west by bank, east by Walawwewatteiura, south by liminary ridge of Pallemabokotuwakiyanawalawwewekumbura.

(2) One-fifth share of Gallajjekumbura of 16 lahas paddy sowing in extent, situated at Rankoddiwala aforesaid; and bounded on the east by limit of Walawwewattehena, south by liminary dam of Walawwewekumbura, west by bank of Medikelehena, and north by liminary dam of Udahamabokotuwekumbura.

Sale on January 21, 1928, commencing at 4 P.M.

(3) One-fifth share of Kalagahatennehena of 1 amunam paddy sowing or 8 acres in extent, situated at Dodantale in Egodapotha pattu of Galboda korale in the District of Kegalla of the Province of Sabaragamuwa; and bounded on the east by Galenda of Pitakotuwehena, south by ditch, west by ditch of Hawwakankaniyawatta, and north by high road.

(4) One-fifth share out of 2 pelas and 6 lahas of paddy sowing out of Mahakumbura of 1 amunam and 6 lahas of paddy sowing in extent, situated at Dodantale aforesaid; and bounded on the east by liminary ridge of Radagepediyekumbura, west by liminary ridge of Vedarallegumbura, north by Elawella, and south by bank of Passepitiyawatta.

All the above-mentioned lands are to be sold subject to the mortgage in favour of Siripina Vidane Duraya of Balana.

For the recovery of the sum of Rs. 688.65, with legal interest on Rs. 561.80 from March 5, 1927, until payment in full, and poundage.

S. DE SILVA,
Additional Deputy Fiscal.

Deputy Fiscal's Office,
Kegalla, December 15, 1927.

NOTICES IN TESTAMENTARY ACTIONS.

In the District Court of Colombo.

Order Nisi.

30/12/27

Testamentary In the Matter of the Estate of the late
Jurisdiction. Pallage Don Francis of Moragoda in
No. 3,665. the Meda pattu of Siyane korale,
deceased.

Singankutti Aratchige Johana Hamy of Moragoda
in the Meda pattu of Siyane korale.....Petitioner.

And

(1) Pallage Dona Pablin de Matilda, (2) ditto
Martin Marselene, (3) ditto Don Susabias, (4)
ditto Don Stephen, (5) Dona Mary Margaret, all
of Moragoda, minors, appearing by their
guardian *ad litem* (6) Singankutti Don Abraham
of Moragoda aforesaid.....Respondents.

THIS matter coming on for disposal before O. L. de
Kretser, Esq., District Judge of Colombo, on Novem-
ber 21, 1927, in the presence of Mr. G. E. G. Weere-
singhe, Proctor, on the part of the petitioner above
named; and the affidavit of the said petitioner dated
November 14, 1927, having been read:

It is ordered that the petitioner be and she is hereby
declared entitled, as widow of the above-named
deceased, to have letters of administration to his
estate issued to her, unless the respondents above
named or any other person or persons interested shall,
on or before January 19, 1928, show sufficient cause
to the satisfaction of this court to the contrary.

November 21, 1927.

O. L. DE KRETZER,
District Judge.

In the District Court of Colombo.

Order Nisi.

29/12/27

Testamentary In the Matter of the Last Will and
Jurisdiction. Testament of Jacob Savarimuttu of
No. 3,668. 2, Muhandiram's road, Colpetty,
Colombo, deceased.

(1) Sinnammal Savarimuttu, (2) Mary Savari-
ammal Savarimuttu of 2, Muhandiram's road,
Colpetty, Colombo Petitioners.

THIS matter coming on for disposal before O. L. de
Kretser, Esq., District Judge of Colombo, on Novem-
ber 21, 1927, in the presence of Mr. John Rowland
Perera, Proctor, on the part of the petitioners above
named; and the affidavits (1) of the said petitioners
dated November 18, 1927, and (2) of the attesting
notary and witnesses dated November 18, 1927, having
been read:

It is ordered that the last will of Jacob Savarimuttu,
deceased, of which the original has been produced and
is now deposited in this court, be and the same is
hereby declared proved; and it is further declared that
the petitioners are the executrices named in the said
will, and that they are entitled to have probate thereof
issued to them accordingly, unless any person or
persons interested shall, on or before January 19, 1928,
show sufficient cause to the satisfaction of this court
to the contrary.

November 21, 1927.

O. L. DE KRETZER,
District Judge.

In the District Court of Colombo.

Order Nisi.

Testamentary In the Matter of the Last Will and
Jurisdiction. Testament of the late Widanelage
No. 3,672. Henry George Tennyson de Mel of
Moratuwa, deceased.

Widanelage Josepha Hendrick de Mel of Mora-
tuwa Petitioner.

THIS matter coming on for disposal before O. L. de Kretser, Esq., District Judge of Colombo, on November 22, 1927, in the presence of Mr. C. S. A. Perera, Proctor, on the part of the petitioner above named; and the affidavits (1) of the said petitioner dated November 21, 1927, and (2) of the attesting witnesses also dated November 21, 1927, having been read:

It is ordered that the last will of Widanelage Henry George Tennyson de Mel, deceased, of which the original has been produced and is now deposited in this court, be and the same is hereby declared proved; and it is further declared that the petitioner is the executor 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 January 12, 1928, show sufficient cause to the satisfaction of this court to the contrary.

November 22, 1927.

O. L. DE KRETSEK,
District Judge.

In the District Court of Colombo.

Order Nisi.

Testamentary In the Matter of the Last Will and
Jurisdiction. Testament of Frederick St. Clair
No. 7,382. Hobson, late of Lanahrone Corbally
in the City of Limerick, deceased.

THIS matter coming on for disposal before O. L. de Kretser, Esq., District Judge of Colombo, on December 13, 1927, in the presence of Messrs. Julius & Creasy, Proctors, on the part of the petitioner, Mr. Morton Ledger Hopkins of Colombo; and the affidavit of the said petitioner dated December 9, 1927, certified copy of probate of the will of the above-named deceased, power of attorney in favour of the petitioner, and Supreme Court's order dated December 2, 1927, having been read: It is ordered that the will of the said deceased dated November 25, 1911, of which a certified copy of probate 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 petitioner is the attorney of the executors named in the said will, and that he is entitled to have letters of administration, with a copy of the said will annexed, issued to him accordingly, unless any person or persons interested shall, on or before January 12, 1928, show sufficient cause to the satisfaction of this court to the contrary.

December 13, 1927.

O. L. DE KRETSEK,
District Judge.

In the District Court of Kandy.

Order Nisi.

Testamentary In the Matter of the Estate of the
Jurisdiction. late Ambanwelagedera Pinhamy,
No. 4,551. deceased, of Bowela.

THIS matter coming on for disposal before Paulus Edward Pieris, Doctor of Letters, District Judge, Kandy, on December 5, 1927, in the presence of Mr. P. B. Panabokke, Proctor, on the part of the petitioner, Hattarakoralegannagedera Dingiri Menika of Bowela; and the affidavit of the said petitioner dated October 21, 1927, having been read:

It is ordered that the petitioner above named, as widow of the deceased, be and she is hereby declared entitled to have letters of administration to the estate of the deceased above named issued to her accordingly, unless the respondents—(1) Ambanwelagedera Mudianse, (2) ditto Panchi Appuhamy, (3) Abeyeratne Jayasundera Mudianselage Ambanwelagedera Ukkurala of Bowela; the 1st and 2nd respondents by their duly appointed guardian *ad litem* the 3rd respondent—shall, on or before January 16, 1928, show sufficient cause to the satisfaction of this court to the contrary.

December 5, 1927.

P. E. PIERIS,
District Judge.

In the District Court of Kandy.

Order Nisi.

Testamentary In the Matter of the Estate of the
Jurisdiction. late Vidanelagedera Abdul Hamid,
No. 4,552. deceased, of Henewela.

THIS matter coming on for disposal before Paulus Edward Pieris, Doctor of Letters, District Judge, Kandy, on October 27, 1927, in the presence of Mr. P. B. Panabokke, Proctor, on the part of the petitioner, Gurunnehelagedera Abdul Wahab of Elamalpetta; and the affidavit of the said petitioner dated October 24, 1927, having been read:

It is ordered that the petitioner, as the brother-in-law of the deceased, be and he is hereby declared entitled to have letters of administration to the estate of the deceased above named issued to him, unless the respondents—(1) Gurunnehelagedera Asuma Umma and (2) Vidanelagedera Rasina Umma by her guardian *ad litem* the 1st respondent—shall, on or before December 5, 1927, show sufficient cause to the satisfaction of this court to the contrary.

December 27, 1927.

P. E. PIERIS,
District Judge.

Extended and re-issued returnable on January 12, 1928.

P. E. PIERIS,
District Judge.

In the District Court of Kandy.

Order Nisi. 28/11/27

Testamentary Jurisdiction. In the Matter of the Estate of Dissanayake Mudianselagedera Appuhamy, *ex* Arachchi of Yatinuwara, in Gangapalata of Yatinuwera, deceased. No. 4,566.

THIS matter coming on for disposal before Paulus Edward Pieris, Doctor of Letters, District Judge, Kandy, on November 26, 1927, in the presence of Messrs. Jonklais & Wambegg, Proctors, on the part of the petitioner, Alpha-aula Mudianselagedara Punchi Banda of Gannoruwa; and the affidavit of the said petitioner dated November 24, 1927, having been read:

It is ordered that the petitioner above named, the son-in-law of the deceased, be and he is hereby declared entitled to have letters of administration to the estate of the deceased above named issued to him accordingly, unless the respondents—(1) Dissanayake Mudianselagedera Bandawathie, (2) ditto Leelawathie, (3) ditto Anulawathie, (4) ditto Punchi Banda Seneviratna, (5) ditto Punchi Appuhamy Gunaratna, all of Gannoruwa aforesaid—shall, on or before December 22, 1927, show sufficient cause to the satisfaction of this court to the contrary.

November 26, 1927.

P. E. PIERIS,
District Judge.

on or before October 21, 1927, show sufficient cause to the satisfaction of this court to the contrary.

August 13, 1927.

A. P. BOONE,
District Judge.

The date for showing cause is extended to November 17, 1927.

C. L. WICKREMESINGHE,
Acting District Judge.

The date for showing cause is extended to December 14, 1927.

T. W. ROBERTS,
District Judge.

The date for showing cause is extended to January 18, 1928.

December 14, 1927.

T. W. ROBERTS,
District Judge.

In the District Court of Galle. 4/12/27

Order Nisi declaring Will proved, &c.

In the District Court of Galle.

Order Nisi. 4/12/27

Testamentary Jurisdiction. In the Matter of the Intestate Estate of the late Sadaku Lebbe Hadjar Mohamed Saheed, deceased, of Talapitiya. No. 6,470.

THIS matter coming on for disposal before A. P. Boone, Esq., District Judge of Galle, on August 13, 1927, in the presence of Mr. R. A. H. de Vos, Proctor, on the part of the petitioner, Sinne Lebbe Markar Kadija Umma of Talapitiya; and the affidavit of the said petitioner dated August 5, 1927, having been read:

It is decreed that the 3rd respondent be appointed guardian *ad litem* over the minors, 1st and 2nd respondents, unless the respondents, viz., (1) Mohamed Saheed Pathuma, (2) Mohamed Saheed Sithi Kadija, and (3) Sinna Lebbe Markar Mohamed Siddeek of Galle Fort, shall, on or before October 21, 1927, show sufficient cause to the satisfaction of this court to the contrary.

It is further declared that the said petitioner, as widow of the deceased above named, is entitled to have letters of administration issued to her accordingly, unless the respondents above named shall,

Testamentary Jurisdiction. In the Matter of the Last Will and Testament of the late Marthenis Dias Samarasekera, deceased, of Yatalamatta. No. 6,500.

THIS matter coming on for disposal before T. W. Roberts, Esq., District Judge of Galle, on December 18, 1927, in the presence of Mr. A. E. H. Jayatilaka, Proctor, on the part of the petitioner John Albert Samarasekera of Yatalamatta; and the affidavit of the attesting witnesses to last will dated December 6, 1927, having been read:

It is ordered that the will of Marthenis Dias Samarasekera of Yatalamatta, deceased, dated July 9, 1927, now deposited in this court, be and the same is hereby declared proved, unless the respondents, viz., (2) Ceciliana Wijeratne Wickramasinghe Hamine, (2) David Dias Samarasekera, (3) Ilection Dias Samarasekera, (4) David Dias Samarasekera, (5) Seelawathie Dias Samarasekera, (6) Pemawathie Dias Samarasekera, all of Yatalamatta, shall, on or before December 6, 1927, show sufficient cause to the satisfaction of this court to the contrary.

It is further ordered and decreed that the 1st respondent be appointed guardian *ad litem* over 2nd to 6th minor respondents, unless the aforesaid respondents shall, on or before December 6, 1927, show sufficient cause to the contrary.

It is further declared that the said petitioner is the executor named in the said will, and that he is entitled

to have probate of the same issued to him accordingly, unless the respondents above named shall, on or before December 6, 1927, show sufficient cause to the satisfaction of this court to the contrary.

December, 18, 1927. T. W. ROBERTS,
District Judge.

The foregoing *Order Nisi* is extended to January 9, 1928.

T. W. ROBERTS,
District Judge.

In the District Court of Matara.

Testamentary In the Matter of the Estate of the
No. 3,371. late Don Abraham Abeywickre-
masinghe Gunawardena of Pottewela,
deceased.

Don Carolis Abeywickremasinghe Gunawardena of
Pottewela Petitioner.

Vs.

(1) Kumanyakage Heenhamy of Pottewela, (2) Abeywickremasingha Gunawardena Don Bastian of ditto, (3) ditto Jamis of ditto, (4) ditto Don Andrayas of ditto, (5) ditto Banchohamy Mas Gimara and husband (6) Pasdunkorale Arachige Don Samel, both of Pottewela, (7) Abeywickremasingha Gunawardena Dona Cici-liana and husband (8) Diwelwatte Lokumahat-maya, both of Narandeniya, (9) Abeywickrema Dona Carlana of Pottewela, (10) ditto Baby Hamine of Dewalegama Respondents.

THIS matter coming on for disposal before M. Prasad, Esq., District Judge of Matara, on November 1, 1927, in the presence of Mr. Samson Dias, Proctor, on the part of the petitioner above named; and the petition and the affidavit of the said petitioner dated October 27, 1927, having been read:

It is ordered that the petitioner, Don Carolis Abeywickremasinghe Gunawardena, be and he is hereby declared entitled, as a son of the said deceased, to administer the said estate, and that letters of administration do issue to him accordingly, unless the respondents above named or any person or persons interested shall, on or before February 10, 1928, show sufficient cause to the satisfaction of this court to the contrary.

November 1, 1927. M. PRASAD,
District Judge.

In the District Court of Mannar.

Order Nisi.

Testamentary In the Matter of the Estate of Philip
Jurisdiction. Anthony, late of Thoddakadu,
No. 390. Mannar, deceased.

Anthony Sepamalai of Thoddakadu,
Mannar Petitioner.

(1) Anthony Rosamma and her husband (2) Santhia Gregory, both of Thoddaveli in Mannar East, (3) Anthony Emerentia and her husband (4) Pedro Sellan, both of Uvari in Mannar West, (5) Anthony Maria of Thoddakadu, Mannar Respondents.

THIS matter of the petition of Anthony Sepamalai of Thoddakadu, Mannar, praying for letters of administration to the estate of the above-named deceased,

Philip Anthony, coming on for disposal before P. O. Fernando, Esq., Additional District Judge, on December 12, 1927, in the presence of Mr. Felix S. Paul, Proctor, on the part of the petitioner; and the affidavit of the petitioner dated December 9, 1927, having been read: It is declared that the petitioner is the son 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 January 6, 1928, show sufficient cause to the satisfaction of this court to the contrary.

It is further declared that the 1st respondent be appointed guardian *ad litem* of the 5th respondent for the purpose of representing her in these proceedings, unless the respondents above named shall, on or before the said date, show sufficient cause to the satisfaction of this court.

December 12, 1927. P. O. FERNANDO,
Additional District Judge.

In the District Court of Kegalla.

Order Nisi.

Testamentary In the Matter of the Intestate Estate
Jurisdiction. of the late Pestheruwe Liyanarallage
No. 1,262. Ambrosia Philippa Cooray of
Kegalla, deceased.

Demalapalliye Gurunnanselage Gabriel Fernando,
Notary, Kegalla Petitioner.

(1) Demalapalliye Gurunnanselage Mary Gertrude Agnes Fernando, (2) ditto Ignitius Jerome Fernando, (3) ditto Arthur Reginald Fernando, (4) ditto Beatrice Mary Fernando, minors, by their guardian *ad litem* their cousin, the 5th respondent, (5) Pestheruwe Liyanarallage Simon Cooray of Kegalla Respondents.

THIS matter coming on for disposal before S. D. Dhondy, Esq., District Judge, Kegalla, on November 29, 1927, in the presence of Mr. A. A. Wickramasinghe, Proctor, for petitioner; and his affidavit and petition dated November 21 and 29, 1927, respectively, praying for letters of administration and appointment of guardian *ad litem*, having been read: It is ordered and declared that the 5th respondent, being the cousin of the minor respondents, is a fit and proper person to be appointed their guardian *ad litem* and that such appointment will be made accordingly, and that the petitioner, as the husband of the deceased, is entitled to letters of administration to the estate and that such letters will be issued to him accordingly, unless the respondents or any person or persons interested shall, on or before January 19, 1928, show sufficient cause to the satisfaction of this court to the contrary.

November 29, 1927. S. D. DHONDY,
District Judge.

PASSED ORDINANCES.*(Continued from page 1303.)*

J 1454/27

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

No. 25 of 1927.

**An Ordinance to declare the Law relating to Bills of Exchange,
Cheques, and Promissory Notes, and to amend Ordinance
No. 5 of 1852 and the Civil Procedure Code, 1889.**

H. J. STANLEY.

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An Ordinance to declare the Law relating to Bills of Exchange, Cheques, and Promissory Notes, and to amend Ordinance No. 5 of 1852 and the Civil Procedure Code, 1839.

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

PART I.

PRELIMINARY.

Short title.	1 This Ordinance may be cited as the Bills of Exchange Ordinance, 1927, and shall come into operation from a date to be fixed by the Governor in Executive Council by Proclamation in the <i>Government Gazette</i> .
Interpretation of terms. Acceptance.	2 In this Ordinance, unless the context otherwise requires— “Acceptance” means an acceptance completed by delivery or notification ;
Action.	“Action” includes a claim in reconvention and set-off ;
Banker.	“Banker” includes a body of persons, whether incorporated or not, who carry on the business of banking ;
Bank holiday.	“Bank holiday” means a day appointed to be a bank holiday by or under the powers contained in any Ordinance for the time being in force ;
Bankrupt.	“Bankrupt” includes any person whose estate is vested in a trustee or assignee under the law for the time being in force relating to insolvency or bankruptcy ;
Bearer.	“Bearer” means the person in possession of a bill or note which is payable to bearer ;
Bill and note.	“Bill” means bill of exchange, and “note” means promissory note ;
Delivery	“Delivery” means transfer of possession, actual or constructive, from one person to another ;
Holder.	“Holder” means the payee or indorsee of a bill or note who is in possession of it, or the bearer thereof ;
Indorsement.	“Indorsement” means an indorsement completed by delivery ;
Issue.	“Issue” means the first delivery of a bill or note, complete in form, to a person who takes it as a holder ;
Value.	“Value” means valuable consideration ;
Written.	“Written” includes printed, and “writing” includes print.

PART II.

BILLS OF EXCHANGE.

Form and Interpretation.

Bill of exchange defined.	3 (1) A bill of exchange is an unconditional order in writing, addressed by one person to another, signed by the person giving it, requiring the person to whom it is addressed to pay on demand, or at a fixed or determinable future time, a sum certain in money to or to the order of a specified person, or to bearer. (2) An instrument which does not comply with these conditions, or which orders any act to be done in addition to the payment of money, is not a bill of exchange.
Particular fund.	(3) An order to pay out of a particular fund is not unconditional within the meaning of this section ; but an unqualified order to pay, coupled with (a) an indication of a particular fund out of which the drawee is to reimburse himself or a particular account to be debited with the amount, or (b) a statement of the transaction which gives rise to the bill, is unconditional.

<p>(4) A bill is not invalid by reason—</p> <p>(a) That it is not dated ;</p> <p>(b) That it does not specify the value given, or that any value has been given therefor ;</p> <p>(c) That it does not specify the place where it is drawn or the place where it is payable.</p>	<p>Date, place, and value.</p>
<p>4 (1) An inland bill is a bill which is, or on the face of it purports to be, (a) both drawn and payable within this Colony, or (b) drawn within this Colony upon some person resident therein. Any other bill is a foreign bill.</p> <p>(2) Unless the contrary appear on the face of the bill the holder may treat it as an inland bill.</p>	<p>Inland and foreign bills.</p>
<p>5 (1) A bill may be drawn payable to, or to the order of, the drawer ; or it may be drawn payable to, or to the order of, the drawee.</p> <p>(2) Where in a bill drawer and drawee are the same person, or where the drawee is a fictitious person or a person not having capacity to contract, the holder may treat the instrument, at his option, either as a bill of exchange or as a promissory note.</p>	<p>Effect where different parties to bill are the same person. Drawer and drawee same person or firm.</p>
<p>6 (1) The drawee must be named or otherwise indicated in a bill with reasonable certainty.</p> <p>(2) A bill may be addressed to two or more drawees whether they are partners or not, but an order addressed to two drawees in the alternative, or to two or more drawees in succession, is not a bill of exchange.</p>	<p>Address to drawee.</p>
<p>7 (1) Where a bill is not payable to bearer, the payee must be named or otherwise indicated therein with reasonable certainty.</p> <p>(2) A bill may be made payable to two or more payees jointly, or it may be made payable in the alternative to one of two, or one or some of several payees. A bill may also be made payable to the holder of an office for the time being.</p> <p>(3) Where the payee is a fictitious or non-existing person the bill may be treated as payable to bearer.</p>	<p>Certainty required as to payee.</p>
<p>8 (1) When a bill contains words prohibiting transfer, or indicating an intention that it should not be transferable, it is valid as between the parties thereto, but is not negotiable.</p> <p>(2) A negotiable bill may be payable either to order or to bearer.</p> <p>(3) A bill is payable to bearer which is expressed to be so payable, or on which the only or last indorsement is an indorsement in blank.</p> <p>(4) A bill is payable to order which is expressed to be so payable, or which is expressed to be payable to a particular person, and does not contain words prohibiting transfer or indicating an intention that it should not be transferable.</p> <p>(5) Where a bill, either originally or by indorsement, is expressed to be payable to the order of a specified person, and not to him or his order, it is nevertheless payable to him or his order at his option.</p>	<p>What bills are negotiable.</p>
<p>9 (1) The sum payable by a bill is a sum certain within the meaning of this Ordinance, although it is required to be paid—</p> <p>(a) With interest.</p> <p>(b) By stated instalments.</p> <p>(c) By stated instalments, with a provision that upon default in payment of any instalment the whole shall become due.</p> <p>(d) According to an indicated rate of exchange, or according to a rate of exchange to be ascertained as directed by the bill.</p>	<p>Sum payable</p>
<p>(2) Where the sum payable is expressed in words and also in figures, and there is a discrepancy between the two, the sum denoted by the words is the amount payable.</p> <p>(3) Where a bill is expressed to be payable with interest, unless the instrument otherwise provides, interest runs from the date of the bill, and if the bill is undated, from the issue thereof.</p>	

(4) Where a bill is expressed to be payable with interest, unless the instrument otherwise provides, the interest shall be at the rate of nine per centum per annum.

Provided that the amount recoverable on account of interest or arrears of interest shall in no case exceed the principal.

Bill payable on demand.

10 (1) A bill is payable on demand—

(a) Which is expressed to be payable on demand, or at sight, or on presentation; or

(b) In which no time for payment is expressed.

(2) Where a bill is accepted or indorsed when it is overdue, it shall, as regards the acceptor who so accepts, or any indorser who so indorses it, be deemed a bill payable on demand.

Bill payable at a future time.

11 A bill is payable at a determinable future time within the meaning of this Ordinance which is expressed to be payable—

(1) At a fixed period after date or sight.

(2) On or at a fixed period after the occurrence of a specified event which is certain to happen, though the time of happening may be uncertain.

An instrument expressed to be payable on a contingency is not a bill, and the happening of the event does not cure the defect.

Omission of date in bill payable after date, or acceptance after sight.

12 Where a bill expressed to be payable at a fixed period after date is issued undated, or where the acceptance of a bill payable at a fixed period after sight is undated, any holder may insert therein the true date of issue or acceptance, and the bill shall be payable accordingly.

Provided that (1) where the holder in good faith and by mistake inserts a wrong date, and (2) in every case where a wrong date is inserted, if the bill subsequently comes into the hands of a holder in due course the bill shall not be avoided thereby, but shall operate and be payable as if the date so inserted had been the true date.

Presumption as to date being true date.

13 (1) Where a bill or an acceptance or any indorsement on a bill is dated, the date shall, unless the contrary be proved, be deemed to be the true date of the drawing, acceptance, or indorsement, as the case may be.

(2) A bill is not invalid by reason only that it is antedated or postdated, or that it bears date on a Sunday.

Computation of time of payment.

14 Where a bill is not payable on demand, the day on which it falls due is determined as follows:

(1) Three days, called days of grace, are, in every case where the bill itself does not otherwise provide, added to the time of payment as fixed by the bill, and the bill is due and payable on the last day of grace: Provided that—

(a) When the last day of grace falls on Sunday, Christmas Day, Good Friday, or a day appointed by royal proclamation as a public fast or thanksgiving day, the bill is, except in the case hereinafter provided for, due and payable on the preceding business day;

(b) When the last day of grace is a bank holiday (other than Christmas Day or Good Friday), or when the last day of grace is a Sunday and the second day of grace is a bank holiday, the bill is due and payable on the succeeding business day.

(2) Where a bill is payable at a fixed period after date, after sight, or after the happening of a specified event, the time of payment is determined by excluding the day from which the time is to begin to run and by including the day of payment.

(3) Where a bill is payable at a fixed period after sight, the time begins to run from the date of the acceptance if the bill be accepted, and from the date of noting or protest if the bill be noted or protested for non-acceptance, or for non-delivery.

(4) The term "month" in a bill means calendar month.

15 The drawer of a bill and any indorser may insert therein the name of a person to whom the holder may resort in case of need, that is to say, in case the bill is dishonoured by non-acceptance or non-payment. Such person is called the referee in case of need. It is in the option of the holder to resort to the referee in case of need or not, as he may think fit.

Case of need.

16 The drawer of a bill, and any indorser, may insert therein an express stipulation—

- (1) Negating or limiting his own liability to the holder ;
- (2) Waiving as regards himself some or all of the holder's duties.

Special stipulations by drawer or indorser restricting liability.

17 (1) The acceptance of a bill is the signification by the drawee of his assent to the order of the drawer.

Definition and requisites of acceptance.

(2) An acceptance is invalid unless it complies with the following conditions, namely :

- (a) It must be written on the bill and be signed by the drawee. The mere signature of the drawee without additional words is sufficient.
- (b) It must not express that the drawee will perform his promise by any other means than the payment of money.

18 A bill may be accepted—

Time for acceptance

- (1) Before it has been signed by the drawer, or while otherwise incomplete ;
- (2) When it is overdue, or after it has been dishonoured by a previous refusal to accept, or by non-payment ;
- (3) When a bill payable after sight is dishonoured by non-acceptance, and the drawee subsequently accepts it, the holder, in the absence of any different agreement, is entitled to have the bill accepted as of the date of first presentment to the drawee for acceptance.

19 (1) An acceptance is either (a) general or (b) qualified. (2) A general acceptance assents without qualification to the order of the drawer. A qualified acceptance in express terms varies the effect of the bill as drawn.

General and qualified acceptances.

In particular an acceptance is qualified which is—

- (a) Conditional, that is to say, which makes payment by the acceptor dependent on the fulfilment of a condition therein stated ;
- (b) Partial, that is to say, an acceptance to pay part only of the amount for which the bill is drawn ;
- (c) Local, that is to say, an acceptance to pay only at a particular specified place ;

An acceptance to pay at a particular place is a general acceptance, unless it expressly states that the bill is to be paid there only, and not elsewhere.

- (d) Qualified as to time ;
- (e) The acceptance of some one or more of the drawees, but not of all.

20 (1) Where a simple signature on a blank stamped paper is delivered by the signer in order that it may be converted into a bill, it operates as a *prima facie* authority to fill it up as a complete bill for any amount the stamp will cover, using the signature for that of the drawer, or the acceptor, or an indorser ; and, in like manner, when a bill is wanting in any material particular, the person in possession of it has a *prima facie* authority to fill up the omission in any way he thinks fit.

Inchoate instruments or blank signatures.

(2) In order that any such instrument when completed may be enforceable against any person who became a party thereto prior to its completion, it must be filled up within a reasonable time, and strictly in accordance with the authority given. Reasonable time for this purpose is a question of fact.

Provided that if any such instrument after completion is negotiated to a holder in due course, it shall be valid and effectual for all purposes in his hands, and he may enforce it as if it had been filled up within a reasonable time and strictly in accordance with the authority given.

21 (1) Every contract on a bill, whether it be the drawer's, the acceptor's, or an indorser's, is incomplete and revocable until delivery of the instrument in order to give effect thereto

Delivery to complete contract.

Provided that where an acceptance is written on a bill, and the drawee gives notice to or according to the directions of the person entitled to the bill that he has accepted it, the acceptance then becomes complete and irrevocable.

(2) As between immediate parties, and as regards a remote party other than a holder in due course, the delivery—

- (a) In order to be effectual must be made either by or under the authority of the party drawing, accepting, or indorsing, as the case may be ;
- (b) May be shown to have been conditional or for a special purpose only, and not for the purpose of transferring the property in the bill.

But if the bill be in the hands of a holder in due course a valid delivery of the bill by all parties prior to him so as to make them liable to him is conclusively presumed.

(3) Where a bill is no longer in the possession of a party who has signed it as drawer, acceptor, or indorser, a valid and unconditional delivery by him is presumed until the contrary is proved.

Capacity and Authority of Parties.

Capacity of parties.

22 (1) Capacity to incur liability as a party to a bill is co-extensive with capacity to contract.

(2) Where such capacity is to be determined by the law of Ceylon, it shall be determined by Roman-Dutch law as administered in Ceylon subject to the provisions of any Ordinance affecting that law.

(3) Provided that nothing in this section shall enable a corporation to make itself liable as drawer, acceptor, or indorser of a bill, unless it is competent to it so to do under the law for the time being in force relating to corporations.

(4) Where a bill is drawn or indorsed by a minor or corporation having no capacity or power to incur liability on a bill, the drawing or indorsement entitles the holder to receive payment of the bill, and to enforce it against any other party thereto.

Signature essential to liability.

23 No person is liable as drawer, indorser, or acceptor of a bill who has not signed it as such ; provided that—

- (1) Where a person signs a bill in a trade or assumed name, he is liable thereon as if he had signed it in his own name.
- (2) The signature of the name of a firm is equivalent to the signature by the person so signing of the names of all persons liable as partners in that firm.

Forged or unauthorized signature.

24 Subject to the provisions of this Ordinance, where a signature on a bill is forged or placed thereon without the authority of the person whose signature it purports to be, the forged or unauthorized signature is wholly inoperative, and no right to retain the bill or to give a discharge therefor or to enforce payment thereof against any party thereto can be acquired through or under that signature, unless the party against whom it is sought to retain or enforce payment of the bill is precluded from setting up the forgery or want of authority.

Provided that nothing in this section shall affect the ratification of an unauthorized signature not amounting to a forgery.

Procurator signatures.

25 A signature by procurator operates as notice that the agent has but a limited authority to sign, and the principal is only bound by such signature if the agent in so signing was acting within the actual limits of his authority.

Persons signing as agent or in representative capacity.

26 (1) Where a person signs a bill as drawer, indorser, or acceptor, and adds words to his signature, indicating that he signs for or on behalf of a principal, or in a representative character, he is not personally liable thereon ; but the mere addition to his signature of words describing him as an agent, or as filling a representative character, does not exempt him from personal liability.

(2) In determining whether a signature on a bill is that of the principal or that of the agent by whose hand it is written, the construction most favourable to the validity of the instrument shall be adopted.

The Consideration for a Bill.

27 (1) Valuable consideration for a bill may be constituted by— Value defined.

- (a) Any consideration which by the law of England is sufficient to support a simple contract;
- (b) An antecedent debt or liability. Such a debt or liability is deemed valuable consideration whether the bill is payable on demand or at a future time.

(2) Where value has at any time been given for a bill, the holder is deemed to be a holder for value as regards the acceptor and all parties to the bill who became parties prior to such time.

(3) Where the holder of a bill has a lien on it, arising either from contract or by implication of law, he is deemed to be a holder for value to the extent of the sum for which he has a lien.

28 (1) An accommodation party to a bill is a person who has signed a bill as drawer, acceptor, or indorser, without receiving value therefor, and for the purpose of lending his name to some other person. Accommodation bill or party.

(2) An accommodation party is liable on the bill to a holder for value; and it is immaterial whether, when such holder took the bill, he knew such party to be an accommodation party or not.

29 (1) A holder in due course is a holder who has taken a bill, complete and regular on the face of it, under the following conditions, namely: Holder in due course.

- (a) That he became the holder of it before it was overdue, and without notice that it had been previously dishonoured, if such was the fact;
- (b) That he took the bill in good faith and for value, and that at the time the bill was negotiated to him he had no notice of any defect in the title of the person who negotiated it.

(2) In particular the title of a person who negotiates a bill is defective within the meaning of this Ordinance when he obtained the bill, or the acceptance thereof, by fraud, duress, or force and fear, or other unlawful means, or for an illegal consideration, or when he negotiates it in breach of faith, or under such circumstances as amount to a fraud.

(3) A holder (whether for value or not) who derives his title to a bill through a holder in due course, and who is not himself a party to any fraud or illegality affecting it, has all the rights of that holder in due course as regards the acceptor and all parties to the bill prior to that holder.

30 (1) Every party whose signature appears on a bill is *prima facie* deemed to have become a party thereto for value. Presumption of value and good faith.

(2) Every holder of a bill is *prima facie* deemed to be a holder in due course; but if in an action on a bill it is admitted or proved that the acceptance, issue, or subsequent negotiation of the bill is affected with fraud, duress, or force and fear, or illegality, the burden of proof is shifted, unless and until the holder proves that, subsequent to the alleged fraud or illegality, value has in good faith been given for the bill.

Negotiation of Bills.

31 (1) A bill is negotiated when it is transferred from one person to another in such a manner as to constitute the transferee the holder of the bill. Negotiation defined.

(2) A bill payable to bearer is negotiated by delivery.

(3) A bill payable to order is negotiated by the indorsement of the holder completed by delivery.

(4) Where the holder of a bill payable to his order transfers it for value without indorsing it, the transfer gives the transferee such title as the transferor had in the bill, and the transferee in addition acquires the right to have the indorsement of the transferor.

(5) Where any person is under obligation to indorse a bill in a representative capacity, he may indorse the bill in such terms as to negative personal liability.

Requisites
of a valid
indorsement.

32 An indorsement in order to operate as a negotiation must comply with the following conditions, namely :

(1) It must be written on the bill itself and be signed by the indorser. The simple signature of the indorser on the bill, without additional words, is sufficient.

An indorsement written on an allonge, or on a "copy" of a bill issued or negotiated in a country where "copies" are recognized, is deemed to be written on the bill itself.

(2) It must be an indorsement of the entire bill. A partial indorsement, that is to say, an indorsement which purports to transfer to the indorsee a part only of the amount payable, or which purports to transfer the bill to two or more indorsees severally, does not operate as a negotiation of the bill.

(3) Where a bill is payable to the order of two or more payees or indorsees who are not partners all must indorse, unless the one indorsing has authority to indorse for the others.

(4) Where, in a bill payable to order, the payee or indorsee is wrongly designated, or his name is misspelt, he may indorse the bill as therein described, adding, if he think fit, his proper signature.

(5) Where there are two or more indorsements on a bill, each indorsement is deemed to have been made in the order in which it appears on the bill until the contrary is proved.

(6) An indorsement may be made in blank or special. It may also contain terms making it restrictive.

Conditional
indorsement.

33 Where a bill purports to be indorsed conditionally the condition may be disregarded by the payer, and payment to the indorsee is valid whether the condition has been fulfilled or not.

Indorsement
in blank.

34 (1) An indorsement in blank specifies no indorsee, and a bill so indorsed becomes payable to bearer.

(2) A special indorsement specifies the person to whom, or to whose order, the bill is to be payable.

(3) The provisions of this Ordinance relating to a payee apply with the necessary modifications to an indorsee under a special indorsement.

(4) When a bill has been indorsed in blank, any holder may convert the blank indorsement into a special indorsement by writing above the indorser's signature a direction to pay the bill to or to the order of himself or some other person.

Restrictive.
indorsement.

35 (1) An indorsement is restrictive which prohibits the further negotiation of the bill, or which expresses that it is a mere authority to deal with the bill as thereby directed and not a transfer of the ownership thereof, as, for example, if a bill be indorsed "Pay D. only," or "Pay D. for the account of X.," or "Pay D. or order for collection."

(2) A restrictive indorsement gives the indorsee the right to receive payment of the bill and to sue any party thereto that his indorser could have sued, but gives him no power to transfer his rights as indorsee unless it expressly authorize him to do so.

(3) Where a restrictive indorsement authorizes further transfer, all subsequent indorsees take the bill with the same rights and subject to the same liabilities as the first indorsee under the restrictive indorsement.

How long bill
continues
negotiable.

36 (1) Where a bill is negotiable in its origin it continues to be negotiable until it has been (a) restrictively indorsed, or (b) discharged by payment or otherwise.

(2) Where an overdue bill is negotiated, it can only be negotiated subject to any defect of title affecting it at its maturity, and thenceforward no person who takes it can acquire or give a better title than that which the person from whom he took it had.

(3) A bill payable on demand is deemed to be overdue within the meaning and for the purposes of this section, when it appears on the face of it to have been in circulation for an unreasonable length of time. What is an unreasonable length of time for this purpose is a question of fact.

(4) Except where an indorsement bears date after the maturity of the bill, every negotiation is *prima facie* deemed to have been effected before the bill was overdue.

(5) Where a bill which is not overdue has been dishonoured, any person who takes it with notice of the dishonour takes it subject to any defect of title attaching thereto at the time of dishonour, but nothing in this sub-section shall affect the rights of a holder in due course.

37 Where a bill is negotiated back to the drawer, or to a prior indorser, or to the acceptor, such party may, subject to the provisions of this Ordinance, re-issue and further negotiate the bill, but he is not entitled to enforce payment of the bill against any intervening party to whom he was previously liable.

Negotiation of bill to party already liable thereon.

38 The rights and powers of the holder of a bill are as follows :

Rights of the holder.

- (1) He may sue on the bill in his own name ;
- (2) Where he is a holder in due course, he holds the bill free from any defect of title of prior parties, as well as from mere personal defences available to prior parties among themselves, and may enforce payment against all parties liable on the bill ;
- (3) Where his title is defective (a) if he negotiates the bill to a holder in due course, that holder obtains a good and complete title to the bill, and (b) if he obtains payment of the bill, the person who pays him in due course gets a valid discharge for the bill.

General Duties of the Holder.

39 (1) Where a bill is payable after sight, presentment for acceptance is necessary in order to fix the maturity of the instrument.

When presentment for acceptance is necessary.

(2) Where a bill expressly stipulates that it shall be presented for acceptance, or where a bill is drawn payable elsewhere than at the residence or place of business of the drawee, it must be presented for acceptance before it can be presented for payment.

(3) In no other case is presentment for acceptance necessary in order to render liable any party to the bill.

(4) Where the holder of a bill, drawn payable elsewhere than at the place of business or residence of the drawee, has not time, with the exercise of reasonable diligence, to present the bill for acceptance before presenting it for payment on the day that it falls due, the delay caused by presenting the bill for acceptance before presenting it for payment is excused, and does not discharge the drawer and indorsers.

40 (1) Subject to the provisions of this Ordinance, when a bill payable after sight is negotiated, the holder must either present it for acceptance or negotiate it within a reasonable time.

Time for presenting bill payable after sight.

(2) If he do not do so, the drawer and all indorsers prior to that holder are discharged.

(3) In determining what is a reasonable time within the meaning of this section, regard shall be had to the nature of the bill, the usage of trade with respect to similar bills, and the facts of the particular case.

41 (1) A bill is duly presented for acceptance which is presented in accordance with the following rules :

Rules presentment for acceptance, and excuses for non-presentment.

- (a) The presentment must be made by or on behalf of the holder to the drawee or to some person authorized to accept or refuse acceptance on his behalf at a reasonable hour on a business day and before the bill is overdue ;
- (b) Where a bill is addressed to two or more drawees, who are not partners, presentment must be made to them all, unless one has authority to accept for all, then presentment may be made to him only ;
- (c) Where the drawee is dead presentment may be made to his personal representative ;
- (d) Where the drawee is insolvent or bankrupt, presentment may be made to him or to his assignee or trustee ;
- (e) Where authorized by agreement or usage, a presentment through the post office is sufficient.
- (f) Where the day on which a bill should be presented is a bank holiday, the bill shall be presented on the succeeding business day.

(2) Presentment in accordance with these rules is excused and a bill may be treated as dishonoured by non-acceptance—

- (a) Where the drawee is dead, insolvent, or bankrupt, or is a fictitious person or a person not having capacity to contract by bill;
- (b) Where, after the exercise of reasonable diligence, such presentment cannot be effected;
- (c) Where, although the presentment has been irregular, acceptance has been refused on some other ground.

(3) The fact that the holder has reason to believe that the bill, on presentment, will be dishonoured does not excuse presentment.

Non-acceptance after customary time for consideration.

42 (1) When a bill is duly presented for acceptance, and is not accepted within the customary time, the person presenting it must treat it as dishonoured by non-acceptance. If he do not, the holder shall lose his right of recourse against the drawer and indorsers.

(2) Where the day on which a bill should be accepted is a bank holiday, the bill shall be accepted on the succeeding business day.

Dishonour by non-acceptance and its consequences.

43 (1) A bill is dishonoured by non-acceptance—

- (a) When it is duly presented for acceptance, and such an acceptance as is prescribed by this Ordinance is refused or cannot be obtained; or
- (b) When presentment for acceptance is excused and the bill is not accepted.

(2) Subject to the provisions of this Ordinance, when a bill is dishonoured by non-acceptance, an immediate right of recourse against the drawer and indorsers accrues to the holder, and no presentment for payment is necessary.

Duties as to qualified acceptances.

44 (1) The holder of a bill may refuse to take a qualified acceptance, and if he does not obtain an unqualified acceptance may treat the bill as dishonoured by non-acceptance.

(2) Where a qualified acceptance is taken, and the drawer or an indorser has not expressly or impliedly authorized the holder to take a qualified acceptance, or does not subsequently assent thereto, such drawer or indorser is discharged from his liability on the bill.

The provisions of this sub-section do not apply to a partial acceptance, whereof due notice has been given. Where a foreign bill has been accepted as to part, it must be protested as to the balance.

(3) When the drawer or indorser of a bill receives notice of a qualified acceptance, and does not within a reasonable time express his dissent to the holder, he shall be deemed to have assented thereto.

Presentment for payment.

45 Subject to the provisions of this Ordinance a bill must be duly presented for payment. If it be not so presented the drawer and indorser shall be discharged.

A bill is duly presented for payment which is presented in accordance with the following rules:

- (1) Where the bill is not payable on demand, presentment must be made on the day it falls due.
- (2) Where the bill is payable on demand, then, subject to the provisions of this Ordinance, presentment must be made within a reasonable time after its issue in order to render the drawer liable, and within a reasonable time after its indorsement, in order to render the indorser liable.

In determining what is a reasonable time, regard shall be had to the nature of the bill, the usage of trade with regard to similar bills, and the facts of the particular case.

- (3) Presentment must be made by the holder or by some person authorized to receive payment on his behalf at a reasonable hour on a business day, at the proper place as hereinafter defined, either to the person designated by the bill as payer, or to some person authorized to pay or refuse payment on his behalf if with the exercise of reasonable diligence such person can there be found.

- (4) A bill is presented at the proper place—
- (a) Where a place of payment is specified in the bill and the bill is there presented.
 - (b) Where no place of payment is specified, but the address of the drawee or acceptor is given in the bill, and the bill is there presented.
 - (c) Where no place of payment is specified, and no address given, and the bill is presented at the drawee's or acceptor's place of business, if known, and if not, at his ordinary residence if known.
 - (d) In any other case, if presented to the drawee or acceptor, wherever he can be found, or if presented at his last known place of business or residence.
- (5) Where a bill is presented at the proper place, and after the exercise of reasonable diligence no person authorized to pay or refuse payment can be found there, no further presentment to the drawee or acceptor is required.
- (6) Where a bill is drawn upon or accepted by two or more persons who are not partners, and no place of payment is specified, presentment must be made to them all.
- (7) Where the drawee or acceptor of a bill is dead, and no place of payment is specified, presentment must be made to a personal representative, if such there be, and with the exercise of reasonable diligence he can be found.
- (8) Where authorized by agreement or usage a presentment through the post office is sufficient.

46 (1) Delay in making presentment for payment is excused when the delay is caused by circumstances beyond the control of the holder, and not imputable to his default, misconduct, or negligence. When the cause of delay ceases to operate presentment must be made with reasonable diligence.

Excuses for delay or non-presentment for payment.

(2) Presentment for payment is dispensed with—

- (a) Where, after the exercise of reasonable diligence, presentment, as required by this Ordinance, cannot be effected.

The fact that the holder has reason to believe that the bill will, on presentment, be dishonoured, does not dispense with the necessity for presentment.

- (b) Where the drawee is a fictitious person.
- (c) As regards the drawer, where the drawee or acceptor is not bound, as between himself and the drawer, to accept or pay the bill, and the drawer has no reason to believe that the bill would be paid if presented.
- (d) As regards an indorser, where the bill was accepted or made for the accommodation of that indorser, and he has no reason to expect that the bill would be paid if presented.
- (e) By waiver of presentment, express or implied.

47 (1) A bill is dishonoured by non-payment (a) when it is duly presented for payment and payment is refused or cannot be obtained, or (b) when presentment is excused and the bill is overdue and unpaid.

Dishonour by non-payment

(2) Subject to the provisions of this Ordinance, when a bill is dishonoured by non-payment, an immediate right of recourse against the drawer and indorsers accrues to the holder.

48 Subject to the provisions of this Ordinance, when a bill has been dishonoured by non-acceptance or by non-payment, notice of dishonour must be given to the drawer and each indorser, and any drawer or indorser to whom such notice is not given is discharged: Provided that—

Notice of dishonour and effect of non-notice.

- (1) Where a bill is dishonoured by non-acceptance, and notice of dishonour is not given, the rights of a holder in due course subsequently to the omission, shall not be prejudiced by the omission.

Rules as to
notice of
dishonour.

(2) Where a bill is dishonoured by non-acceptance and due notice of dishonour is given, it shall not be necessary to give notice of a subsequent dishonour by non-payment unless the bill shall in the meantime have been accepted.

49 Notice of dishonour in order to be valid and effectual must be given in accordance with the following rules :

- (1) The notice must be given by or on behalf of the holder, or by or on behalf of an indorser who, at the time of giving it, is himself liable on the bill.
- (2) Notice of dishonour may be given by an agent, either in his own name or in the name of any party entitled to give notice, whether that party be his principal or not.
- (3) Where the notice is given by or on behalf of the holder, it enures for the benefit of all subsequent holders and all prior indorsers who have a right of recourse against the party to whom it is given.
- (4) Where notice is given by or on behalf of an indorser entitled to give notice as hereinbefore provided, it enures for the benefit of the holder and all indorsers subsequent to the party to whom notice is given.
- (5) The notice may be given in writing or by personal communication, and may be given in any terms which sufficiently identify the bill, and intimate that the bill has been dishonoured by non-acceptance or non-payment.
- (6) The return of a dishonoured bill to the drawer or an indorser is, in point of form, deemed a sufficient notice of dishonour.
- (7) A written notice need not be signed, and an insufficient written notice may be supplemented and validated by verbal communication. A misdescription of the bill shall not vitiate the notice unless the party to whom the notice is given is in fact misled thereby.
- (8) Where notice of dishonour is required to be given to any person, it may be given either to the party himself, or to his agent in that behalf.
- (9) Where the drawer or indorser is dead, and the party giving notice knows it, the notice must be given to a personal representative if such there be and with the exercise of reasonable diligence he can be found.
- (10) Where the drawer or indorser is insolvent or bankrupt, notice may be given either to the party himself or to the assignee or trustee.
- (11) Where there are two or more drawers or indorsers who are not partners, notice must be given to each of them, unless one of them has authority to receive such notice for the others.
- (12) The notice may be given as soon as the bill is dishonoured, and must be given within a reasonable time thereafter.

In the absence of special circumstances notice is not deemed to have been given within a reasonable time, unless—

- (a) Where the person giving and the person to receive notice reside in the same place, the notice is given or sent off in time to reach the latter on the day after the dishonour of the bill;
- (b) Where the person giving and the person to receive notice reside in different places, the notice is sent off on the day after the dishonour of the bill, if there be a post at a convenient hour on that day, and if there be no such post on that day then by the next post thereafter.

(13) Where a bill when dishonoured is in the hands of an agent, he may either himself give notice to the parties liable on the bill or he may give notice to his principal. If he give notice to his principal, he must do so within the same time as if he were the holder, and the principal upon receipt of such notice has himself the same time for giving notice as if the agent had been an independent holder.

- (14) Where a party to a bill receives due notice of dishonour, he has after the receipt of such notice the same period of time for giving notice to antecedent parties that the holder has after the dishonour.
- (15) Where a notice of dishonour is duly addressed and posted, the sender is deemed to have given due notice of dishonour, notwithstanding any miscarriage by the post office.

50 (1) Delay in giving notice of dishonour is excused where the delay is caused by circumstances beyond the control of the party giving notice, and not imputable to his default, misconduct, or negligence. When the cause of delay ceases to operate the notice must be given with reasonable diligence.

Excuses for a delay in giving notice of dishonour.

(2) Notice of dishonour is dispensed with—

- (a) When, after the exercise of reasonable diligence, notice as required by this Ordinance cannot be given to or does not reach the drawer or indorser sought to be charged;
- (b) By waiver express or implied. Notice of dishonour may be waived before the time of giving notice has arrived, or after the omission to give due notice;
- (c) As regards the drawer in the following cases, namely—
 (1) where drawer and drawee are the same person,
 (2) where the drawee is a fictitious person or a person not having capacity to contract, (3) where the drawer is the person to whom the bill is presented for payment, (4) where the drawee or acceptor is as between himself and the drawer under no obligation to accept or pay the bill, (5) where the drawer has countermanded payment;
- (d) As regards the indorser in the following cases, namely—
 (1) where the drawee is a fictitious person or a person not having capacity to contract, and the indorser was aware of the fact at the time he indorsed the bill, (2) where the indorser is the person to whom the bill is presented for payment, (3) where the bill was accepted or made for his accommodation.

51 (1) Where an inland bill has been dishonoured it may, if the holder think fit, be noted for non-acceptance or non-payment, as the case may be; but it shall not be necessary to note or protest any such bill in order to preserve the recourse against the drawer or indorser.

Noting inland bill

(2) Where a foreign bill, appearing on the face of it to be such, has been dishonoured by non-acceptance it must be duly protested for non-acceptance, and where such a bill, which has not been previously dishonoured by non-acceptance, is dishonoured by non-payment, it must be duly protested for non-payment. If it be not so protested the drawer and indorsers are discharged. Where a bill does not appear on the face of it to be a foreign bill, protest thereof in case of dishonour is unnecessary.

(3) A bill which has been protested for non-acceptance may be subsequently protested for non-payment.

(4) Subject to the provisions of this Ordinance, when a bill is noted or protested, it must be noted on the day of its dishonour. When a bill has been duly noted, the protest may be subsequently extended as of the date of the noting.

(5) Where the acceptor of a bill becomes bankrupt or insolvent or suspends payment before it matures, the holder may cause the bill to be protested for better security against the drawer and indorsers.

(6) A bill must be protested at the place where it is dishonoured.

Provided that—

- (a) When a bill is presented through the post office, and returned by post dishonoured, it may be protested at the place to which it is returned and on the day of its return if received during business hours, and if not received during business hours, then not later than the next business day.

(b) When a bill drawn payable at the place of business or residence of some person other than the drawee has been dishonoured by non-acceptance, it must be protested for non-payment at the place where it is expressed to be payable, and no further presentment for payment to, or demand on, the drawee is necessary.

(7) A protest must contain a copy of the bill, and must be signed by the notary making it, and must specify—

- (a) The person at whose request the bill is protested ;
- (b) The place and date of protest, the cause or reason for protesting the bill, the demand made, and the answer given, if any, or the fact that the drawee or acceptor could not be found.

(8) Where a bill is lost or destroyed, or is wrongly detained from the person entitled to hold it, protest may be made on a copy or written particulars thereof.

(9) Protest is dispensed with by any circumstance which would dispense with notice of dishonour. Delay in noting or protesting is excused when the delay is caused by circumstances beyond the control of the holder, and not imputable to his default, misconduct, or negligence. When the cause of delay ceases to operate the bill must be noted or protested with reasonable diligence.

Duties of holder as regards drawee or acceptor.

52 (1) When a bill is accepted generally presentment for payment is not necessary in order to render the acceptor liable.

(2) When by the terms of a qualified acceptance presentment for payment is required, the acceptor, in the absence of an express stipulation to that effect, is not discharged by the omission to present the bill for payment on the day that it matures.

(3) In order to render the acceptor of a bill liable it is not necessary to protest it, or that notice of dishonour should be given to him.

(4) Where the holder of a bill presents it for payment, he shall exhibit the bill to the person from whom he demands payment, and when a bill is paid the holder shall forthwith deliver it up to the party paying it.

Liabilities of Parties.

Funds in hands of drawee.

53 A bill, of itself, does not operate as an assignment of funds in the hands of the drawee available for the payment thereof, and the drawee of a bill who does not accept as required by this Ordinance is not liable on the instrument.

Liability of acceptor.

54 The acceptor of a bill, by accepting it—

(1) Engages that he will pay it according to the tenor of his acceptance ;

(2) Is precluded from denying to a holder in due course :

- (a) The existence of the drawer, the genuineness of his signature, and his capacity and authority to draw the bill ;
- (b) In the case of a bill payable to drawer's order, the then capacity of the drawer to indorse, but not the genuineness or validity of his indorsement ;
- (c) In the case of a bill payable to the order of a third person, the existence of the payee and his then capacity to indorse, but not the genuineness or validity of his indorsement.

Liability of drawer.

55 (1) The drawer of a bill by drawing it—

- (a) Engages that on due presentment it shall be accepted and paid according to its tenor, and that if it be dishonoured he will compensate the holder or any indorser who is compelled to pay it, providing that the requisite proceedings on dishonour be duly taken ;
- (b) Is precluded from denying to a holder in due course the existence of the payee and his then capacity to indorse.

(2) The indorser of a bill, by indorsing it—

- (a) Engages that on due presentment it shall be accepted and paid according to its tenor, and that if it be dishonoured he will compensate the holder or a subsequent indorser who is compelled to pay it, provided that the requisite proceedings on dishonour be duly taken;
- (b) Is precluded from denying to a holder in due course the genuineness and regularity in all respects of the drawer's signature and all previous indorsements;
- (c) Is precluded from denying to his immediate or a subsequent indorsee that the bill was at the time of his indorsement a valid and subsisting bill, and that he had then a good title thereto.

56 Where a person signs a bill otherwise than as drawer or acceptor, he thereby incurs the liabilities of an indorser to a holder in due course.

Stranger signing bill liable as indorser.

57 Where a bill is dishonoured, the measure of damages, which shall be deemed to be liquidated damages, shall be as follows:

Measure of damages against parties to dishonoured bill.

- (1) The holder may recover from any party liable on the bill, and the drawer who has been compelled to pay the bill may recover from the acceptor, and an indorser who has been compelled to pay the bill may recover from the acceptor or from the drawer, or from a prior indorser—
 - (a) The amount of the bill;
 - (b) Interest thereon from the time of presentment for payment if the bill is payable on demand, and from the maturity of the bill in any other case;
 - (c) The expenses of noting, or, when protest is necessary, and the protest has been extended, the expenses of protest.
- (2) In the case of a bill which has been dishonoured abroad, in lieu of the above damages, the holder may recover from the drawer, or an indorser, and the drawer or an indorser who has been compelled to pay the bill may recover from any party liable to him the amount of the re-exchange with interest thereon until the time of payment.
- (3) Where by this Ordinance interest may be recovered as damages, such interest may, if justice require it, be withheld wholly or in part, and where a bill is expressed to be payable with interest at a given rate, interest as damages may or may not be given at the same rate as interest proper.

58 (1) Where the holder of a bill payable to bearer negotiates it by delivery without indorsing it, he is called a "transferor by delivery."

Transferor by delivery and transferee.

(2) A transferor by delivery is not liable on the instrument.

(3) A transferor by delivery who negotiates a bill thereby warrants to his immediate transferee being a holder for value that the bill is what it purports to be, that he has a right to transfer it, and that at the time of transfer he is not aware of any fact which renders it valueless.

Discharges.

59 (1) A bill is discharged by payment in due course by or on behalf of the drawee or acceptor.

Payment in due course.

"Payment in due course" means payment made at or after the maturity of the bill to the holder thereof in good faith and without notice that his title to the bill is defective.

(2) Subject to the provisions hereinafter contained, when a bill is paid by the drawer or an indorser it is not discharged; but—

- (a) Where a bill payable to, or to the order of, a third party is paid by the drawer, the drawer may enforce payment thereof against the acceptor, but may not re-issue the bill.

(b) Where a bill is paid by an indorser, or where a bill payable to drawer's order is paid by the drawer, the party paying it is remitted to his former rights as regards the acceptor or antecedent parties, and he may, if he thinks fit, strike out his own and subsequent indorsements, and again negotiate the bill.

(3) Where an accommodation bill is paid in due course by the party accommodated the bill is discharged.

Banker paying demand draft whereon indorsement is forged.

60 When a bill payable to order on demand is drawn on a banker, and the banker on whom it is drawn pays the bill in good faith and in the ordinary course of business, it is not incumbent on the banker to show that the indorsement of the payee or any subsequent indorsement was made by or under the authority of the person whose indorsement it purports to be, and the banker is deemed to have paid the bill in due course, although such indorsement has been forged or made without authority.

Acceptor the holder at maturity.

61 When the acceptor of a bill is or becomes the holder of it at or after its maturity, in his own right, the bill is discharged.

Express waiver or renunciation.

62 (1) When the holder of a bill at or after its maturity absolutely and unconditionally renounces his rights against the acceptor the bill is discharged.

The renunciation must be in writing, unless the bill is delivered up to the acceptor.

(2) The liabilities of any party to a bill may in like manner be renounced by the holder before, at, or after its maturity, but nothing in this section shall affect the rights of a holder in due course without notice of the renunciation.

Cancellation.

63 (1) Where a bill is intentionally cancelled by the holder or his agent, and the cancellation is apparent thereon, the bill is discharged.

(2) In like manner any party liable on a bill may be discharged by the intentional cancellation of his signature by the holder or his agent. In such case any indorser who would have had a right of recourse against the party whose signature is cancelled is also discharged.

(3) A cancellation made unintentionally, or under a mistake, or without the authority of the holder, is inoperative; but where a bill or any signature thereon appears to have been cancelled, the burden of proof lies on the party who alleges that the cancellation was made unintentionally, or under a mistake, or without authority.

Alteration of bill.

64 (1) Where a bill or acceptance is materially altered without the assent of all parties liable on the bill, the bill is avoided, except as against a party who has himself made, authorized, or assented to the alteration, and subsequent indorsers.

Provided that where a bill has been materially altered, but the alteration is not apparent, and the bill is in the hands of a holder in due course, such holder may avail himself of the bill as if it had not been altered; and may enforce payment of it according to its original tenor.

(2) In particular the following alterations are material, namely, any alteration of the date, the sum payable, the time of payment, the place of payment, and, where a bill has been accepted generally, the addition of a place of payment without the acceptor's assent.

Acceptance and Payment for Honour.

Acceptance for honour supra protest.

65 (1) Where a bill of exchange has been protested for dishonour by non-acceptance, or protested for better security, and is not overdue, any person, not being a party already liable thereon, may, with the consent of the holder, intervene and accept the bill supra protest, for the honour of any party liable thereon, or for the honour of the person for whose account the bill is drawn.

(2) A bill may be accepted for honour for part only of the sum for which it is drawn.

(3) An acceptance for honour supra protest in order to be valid must—

- (a) Be written on the bill, and indicate that it is an acceptance for honour ;
- (b) Be signed by the acceptor for honour.

(4) Where an acceptance for honour does not expressly state for whose honour it is made, it is deemed to be an acceptance for the honour of the drawer.

(5) Where a bill payable after sight is accepted for honour, its maturity is calculated from the date of the noting for non-acceptance, and not from the date of the acceptance for honour.

66 (1) The acceptor for honour of a bill by accepting it engages that he will, on due presentment, pay the bill according to the tenor of his acceptance, if it is not paid by the drawee, provided it has been duly presented for payment, and protested for non-payment, and that he receives notice of these facts.

Liability of acceptor for honour.

(2) The acceptor for honour is liable to the holder and to all parties to the bill subsequent to the party for whose honour he has accepted.

67 (1) Where a dishonoured bill has been accepted for honour supra protest, or contains a reference in case of need, it must be protested for non-payment before it is presented for payment to the acceptor for honour, or referee in case of need.

Presentment to acceptor for honour or case of need.

(2) Where the address of the acceptor for honour is in the same place where the bill is protested for non-payment, the bill must be presented to him not later than the day following its maturity ; and where the address of the acceptor for honour is in some place other than the place where it was protested for non-payment, the bill must be forwarded not later than the day following its maturity for presentment to him.

(3) Delay in presentment or non-presentment is excused by any circumstance which would excuse delay in presentment for payment or non-presentment for payment.

(4) When a bill of exchange is dishonoured by the acceptor for honour it must be protested for non-payment by him.

68 (1) Where a bill has been protested for non-payment, any person may intervene and pay it supra protest for the honour of any party liable thereon, or for the honour of the person for whose account the bill is drawn.

Payment for honour supra protest.

(2) Where two or more persons offer to pay a bill for the honour of different parties, the person whose payment will discharge most parties to the bill shall have the preference.

(3) Payment for honour supra protest, in order to operate as such and not as a mere voluntary payment, must be attested by a notarial act of honour which may be appended to the protest or form an extension of it.

(4) The notarial act of honour must be founded on a declaration made by the payor for honour, or his agent in that behalf, declaring his intention to pay the bill for honour, and for whose honour he pays.

(5) Where a bill has been paid for honour, all parties subsequent to the party for whose honour it is paid are discharged, but the payor for honour is subrogated for, and succeeds to both the rights and duties of, the holder as regards the party for whose honour he pays, and all parties liable to that party.

(6) The payor for honour on paying to the holder the amount of the bill, and the notarial expenses incidental to its dishonour is entitled to receive both the bill itself and the protest. If the holder do not on demand deliver them up he shall be liable to the payor for honour in damages.

(7) Where the holder of a bill refuses to receive payment supra protest he shall lose his right of recourse against any party who would have been discharged by such payment.

Lost Instruments.

Holder's right
to duplicate
of lost bill.

69 Where a bill has been lost before it is overdue, the person who was the holder of it may apply to the drawer to give him another bill of the same tenor, giving security to the drawer if required to indemnify him against all persons whatever in case the bill alleged to have been lost shall be found again.

If the drawer on request as aforesaid refuses to give such duplicate bill, he may be compelled to do so.

Action on
lost bill.

70 In any action or proceeding upon a bill, the court or a judge may order that the loss of the instrument shall not be set up, provided an indemnity be given to the satisfaction of the court or judge against the claims of any other person upon the instrument in question.

Bill in a Set.

Rules as to sets.

71 (1) Where a bill is drawn in a set, each part of the set being numbered, and containing a reference to the other parts, the whole of the parts constitute one bill.

(2) Where the holder of a set indorses two or more parts to different persons, he is liable on every such part, and every indorser subsequent to him is liable on the part he has himself indorsed as if the said parts were separate bills.

(3) Where two or more parts of a set are negotiated to different holders in due course, the holder whose title first accrues is as between such holders deemed the true owner of the bill; but nothing in this sub-section shall affect the rights of a person who in due course accepts or pays the part first presented to him.

(4) The acceptance may be written on any part, and it must be written on one part only.

If the drawee accepts more than one part, and such accepted parts get into the hands of different holders in due course, he is liable on every such part as if it were a separate bill.

(5) When the acceptor of a bill drawn in a set pays it without requiring the part bearing his acceptance to be delivered up to him, and that part at maturity is outstanding in the hands of a holder in due course, he is liable to the holder thereof.

(6) Subject to the preceding rules, where any one part of a bill drawn in a set is discharged by payment or otherwise, the whole bill is discharged.

Conflict of Laws.

Rules where
laws conflict.

72 Where a bill drawn in one country is negotiated, accepted, or payable in another, the rights, duties, and liabilities of the parties thereto are determined as follows:

(1) The validity of a bill as regards requisites in form is determined by the law of the place of issue, and the validity as regards requisites in form of the supervening contracts, such as acceptance, or indorsement, or acceptance supra protest, is determined by the law of the place where such contract was made.

Provided that—

(a) Where a bill is issued outside Ceylon it is not invalid by reason only that it is not stamped in accordance with the law of the place of issue.

(b) Where a bill, issued outside Ceylon, conforms, as regards requisites in form, to the law of Ceylon, it may, for the purpose of enforcing payment thereof, be treated as valid as between all persons who negotiate, hold, or become parties to it in Ceylon.

- (2) Subject to the provisions of this Ordinance, the interpretation of the drawing, indorsement, acceptance, or acceptance supra protest of a bill, is determined by the law of the place where such contract is made.

Provided that where an inland bill is indorsed in a foreign country the indorsement shall as regards the payor be interpreted according to the law of Ceylon.

- (3) The duties of the holder with respect to presentment for acceptance or payment and the necessity for or sufficiency of a protest or notice of dishonour, or otherwise, are determined by the law of the place where the act is done or the bill is dishonoured.
- (4) Where a bill is drawn out of but payable in Ceylon, and the sum payable is not expressed in the currency of Ceylon, the amount shall, in the absence of some express stipulation, be calculated according to the rate of exchange for sight drafts at the place of payment on the day the bill is payable.
- (5) Where a bill is drawn in one country and is payable in another, the due date thereof is determined according to the law of the place where it is payable.

PART III.

CHEQUES ON A BANKER.

73 A cheque is a bill of exchange drawn on a banker payable on demand.

Cheque defined.

Except as otherwise provided in this part, the provisions of this Ordinance applicable to a bill of exchange payable on demand apply to a cheque.

74 Subject to the provisions of this Ordinance—

- (1) Where a cheque is not presented for payment within a reasonable time of its issue, and the drawer or the person on whose account it is drawn had the right at the time of such presentment as between him and the banker to have the cheque paid and suffers actual damage through the delay, he is discharged to the extent of such damage, that is to say, to the extent to which such drawer or person is a creditor of such banker to a larger amount than he would have been had such cheque been paid.
- (2) In determining what is a reasonable time regard shall be had to the nature of the instrument, the usage of trade and of bankers, and the facts of the particular case.
- (3) The holder of such cheque as to which such drawer or person is discharged shall be a creditor, in lieu of such drawer or person, of such banker to the extent of such discharge, and entitled to recover the amount from him.

Presentment of cheque for payment.

75 The duty and authority of a banker to pay a cheque drawn on him by his customer are determined by—

Revocation of banker's authority.

- (1) Countermand of payment.
(2) Notice of the customer's death.

CROSSED CHEQUES.

76 (1) Where a cheque bears across its face an addition of—

General and special crossings defined.

- (a) The words "and company" or any abbreviation thereof between two parallel transverse lines, either with or without the words "not negotiable"; or
- (b) Two parallel transverse lines simply, either with or without the words "not negotiable";

that addition constitutes a crossing, and the cheque is crossed generally.

(2) Where a cheque bears across its face an addition of the name of a banker, either with or without the words "not negotiable," that addition constitutes a crossing, and the cheque is crossed specially and to that banker.

Crossing by drawer or after issue.

77 (1) A cheque may be crossed generally or specially by the drawer.

(2) Where a cheque is uncrossed, the holder may cross it generally or specially.

(3) Where a cheque is crossed generally, the holder may cross it specially.

(4) Where a cheque is crossed generally or specially, the holder may add the words "not negotiable."

(5) Where a cheque is crossed specially, the banker to whom it is crossed may again cross it specially to another banker for collection.

(6) Where an uncrossed cheque or a cheque crossed generally is sent to a banker for collection, he may cross it specially to himself.

Crossing a material part of cheque.

78 A crossing authorized by this Ordinance is a material part of the cheque; it shall not be lawful for any person to obliterate, or, except as authorized by this Ordinance, to add to or alter the crossing.

Duties of banker as to crossed cheque.

79 (1) Where a cheque is crossed specially to more than one banker, except when crossed to an agent for collection being a banker, the banker on whom it is drawn shall refuse payment thereof.

(2) Where the banker on whom a cheque is drawn which is so crossed nevertheless pays the same, or pays a cheque crossed generally otherwise than to a banker, or if crossed specially otherwise than to the banker to whom it is crossed, or his agent for collection being a banker, he is liable to the true owner of the cheque for any loss he may sustain owing to the cheque having been so paid.

Provided that where a cheque is presented for payment which does not at the time of presentment appear to be crossed, or to have had a crossing which has been obliterated, or to have been added to or altered otherwise than as authorized by this Ordinance, the banker paying the cheque in good faith and without negligence shall not be responsible or incur any liability, nor shall the payment be questioned by reason of the cheque having been crossed, or of the crossing having been obliterated or having been added to or altered otherwise than as authorized by this Ordinance, and of payment having been made otherwise than to a banker or to the banker to whom the cheque is or was crossed, or to his agent for collection being a banker as the case may be.

Protection to banker and drawer where cheque is crossed.

80 Where the banker on whom a crossed cheque is drawn, in good faith and without negligence pays it, if crossed generally, to a banker, and if crossed specially, to the banker to whom it is crossed, or his agent for collection, being a banker, the banker paying the cheque, and, if the cheque has come into the hands of the payee, the drawer, shall respectively be entitled to the same rights and be placed in the same position as if payment of the cheque had been made to the true owner thereof.

Effect of "not negotiable" crossing on holder.

81 Where a person takes a crossed cheque which bears on it the words "not negotiable," he shall not have and shall not be capable of giving a better title to the cheque than that which the person from whom he took it had.

Protection to collecting banker.

82 (1) Where a banker in good faith and without negligence receives payment for a customer of a cheque crossed generally or specially to himself, and the customer has no title or a defective title thereto, the banker shall not incur any liability to the true owner of the cheque by reason only of having received such payment.

(2) A banker receives payment of a crossed cheque for a customer within the meaning of this section notwithstanding that he credits his customer's account with the amount of the cheque before receiving payment thereof.

83 Sections 76 to 82, both inclusive, of this Ordinance shall extend to any document issued by a customer of any banker, and intended to enable any person or body corporate to obtain payment from such banker of the sum mentioned in such document, and shall so extend in like manner as if the said document were a cheque.

Extension of sections 76 to 82 to certain drafts on bankers.

Provided that nothing in this Ordinance shall be deemed to render any such document a negotiable instrument.

For the purpose of this section, the Colonial Treasurer shall be deemed to be a banker, and the public officers drawing on him shall be deemed customers.

PART IV.

PROMISSORY NOTES.

84 (1) A promissory note is an unconditional promise in writing made by one person to another signed by the maker, engaging to pay, on demand or at a fixed or determinable future time, a sum certain in money, to, or to the order of, a specified person or to bearer.

Promissory note defined.

(2) An instrument in the form of a note payable to maker's order is not a note within the meaning of this section, unless and until it is indorsed by the maker.

(3) A note is not invalid by reason only that it contains also a pledge of collateral security with authority to sell or dispose thereof.

(4) A note which is, or on the face of it purports to be, both made and payable within Ceylon is an inland note. Any other note is a foreign note.

85 A promissory note is inchoate and incomplete until delivery thereof to the payee or bearer.

Delivery necessary.

86 (1) A promissory note may be made by two or more makers, and they may be liable thereon jointly, or jointly and severally, according to its tenor.

Joint and several notes.

(2) Where a note runs "I promise to pay" and is signed by two or more persons, it is deemed to be their joint and several note.

87 (1) Where a note payable on demand has been indorsed, it must be presented for payment within a reasonable time of the indorsement. If it be not so presented the indorser is discharged.

Note payable on demand.

(2) In determining what is a reasonable time, regard shall be had to the nature of the instrument, the usage of trade, and the facts of the particular case.

(3) Where a note payable on demand is negotiated, it is not deemed to be overdue, for the purpose of affecting the holder with defects of title of which he had no notice, by reason that it appears that a reasonable time for presenting it for payment has elapsed since its issue.

88 (1) Where a promissory note is in the body of it made payable at a particular place, it must be presented for payment at that place in order to render the maker liable. In any other case, presentment for payment is not necessary in order to render the maker liable.

Presentment of note for payment to charge maker.

(2) Presentment for payment is necessary in order to render the indorser of a note liable.

(3) Where a note is in the body of it made payable at a particular place, presentment at that place is necessary in order to render an indorser liable; but when a place of payment is indicated by way of memorandum only, presentment at that place is sufficient to render the indorser liable, but a presentment to the maker elsewhere, if sufficient in other respects, shall also suffice.

89 The maker of a promissory note by making it—

Liability of maker.

(1) Engages that he will pay it according to its tenor;

(2) Is precluded from denying to a holder in due course the existence of the payee and his then capacity to indorse.

Application of
Part II. to
notes.

90 (1) Subject to the provisions in this part, and except as by this section provided, the provisions of this Ordinance relating to bills of exchange apply, with the necessary modifications, to promissory notes.

(2) In applying those provisions the maker of a note shall be deemed to correspond with the acceptor of a bill, and the first indorser of a note shall be deemed to correspond with the drawer of an accepted bill payable to drawer's order.

(3) The following provisions as to bills do not apply to notes, namely, provisions relating to—

- (a) Presentment for acceptance ;
- (b) Acceptance ;
- (c) Acceptance supra protest ;
- (d) Bills in a set.

(4) Where a foreign note is dishonoured, protest thereof is unnecessary.

PART V.

SUPPLEMENTARY.

Good faith.

91 A thing is deemed to be done in good faith within the meaning of this Ordinance, where it is in fact done honestly, whether it is done negligently or not.

Signature.

92 (1) Where, by this Ordinance, any instrument or writing is required to be signed by any person, it is not necessary that he should sign it with his own hand, but it is sufficient if his signature is written thereon by some other person by or under his authority.

(2) In the case of a corporation, where, by this Ordinance, any instrument or writing is required to be signed, it is sufficient if the instrument or writing be sealed with the corporate seal.

But nothing in this section shall be construed as requiring the bill or note of a corporation to be under seal.

Computation
of time.

93 Where, by this Ordinance, the time limited for doing any act or thing is less than three days, in reckoning time, non-business days are excluded.

“ Non-business days ” for the purposes of this Ordinance mean—

- (a) Sunday ;
- (b) A bank holiday ;
- (c) A day appointed by royal proclamation as a public fast or thanksgiving day.

Any other day is a business day.

When noting
equivalent to
protest.

94 For the purposes of this Ordinance, where a bill or note is required to be protested within a specified time or before some further proceeding is taken, it is sufficient that the bill has been noted for protest before the expiration of the specified time or the taking of the proceeding ; and the formal protest may be extended at any time thereafter as of the date of the noting.

Protest when
notary not
accessible.

95 Where a dishonoured bill or note is authorized or required to be protested, and the services of a notary cannot be obtained at the place where the bill is dishonoured, any householder or substantial resident of the place may, in the presence of two witnesses, give a certificate, signed by them, attesting the dishonour of the bill, and the certificate shall in all respects operate as if it were a formal protest of the bill.

The form given in the schedule to this Ordinance may be used with necessary modifications, and if used shall be sufficient.

Dividend
warrants may
be crossed.

96 The provisions of this Ordinance as to crossed cheques shall apply to a warrant for payment of dividend.

97 (1) Section 3 of Ordinance No. 5 of 1852 entitled an Ordinance to introduce into this Colony the Law of England in certain Cases, and to restrict the operation of the Kandyan Law," which now reads as follows :

Consequential amendments and repeals.

" Provided that no person shall be prevented from recovering on any contract or engagement any amount of interest expressly reserved thereby or from recovering interest at the rate of nine per cent. per annum on any contract or engagement, or in any case in which interest is payable by law and no different rate of interest has been specially agreed upon between the parties, but the amount recoverable on account of interest or arrears of interest shall in no case exceed the principal "

is hereby amended so as to read as follows :

" Provided that no person shall be prevented from recovering on any contract or engagement any amount of interest expressly reserved thereby or from recovering interest at the rate of nine per cent. per annum on any contract or engagement, in any case in which interest is payable by law and no different rate of interest has been specially agreed upon between the parties, but the amount recoverable on account of interest or arrears of interest shall in no case exceed the principal."

(2) The following section shall be inserted between section 331 and section 332 of the Civil Procedure Code, 1889, viz. :

" 331A In sections 331, 332, and 333 the expression 'conveyance' includes 'contract or other document.' "

(3) Section 2 of Ordinance No. 5 of 1852 entitled an Ordinance to introduce into this Colony the Law of England in certain Cases, and to restrict the operation of the Kandyan Law " is hereby repealed.

(4) Sub-section (1) of section 117 of the Ceylon Evidence Ordinance, 1895, and the explanation to that section are hereby repealed.

(5) Paragraph (c) and the paragraph beginning with the words " As to illustration (c) " and ending with the words " under A's influence " under the heading " Illustrations " in section 114 of the Ceylon Evidence Ordinance, 1895, are hereby repealed.

(6) The following shall be added at the end of section 14 of the Stamp Ordinance, 1909 :

" or for extending the time for payment of a bill of exchange or promissory note."

(7) The following shall be added at the end of section 19 of the Stamp Ordinance, 1909 :—

" or, where the instrument is a bill of exchange, cheque, or promissory note drawn or made out of Ceylon, on the day on which the instrument is stamped in Ceylon."

98 (1) The rules in insolvency or bankruptcy relating to bills of exchange, promissory notes, and cheques shall continue to apply thereto, notwithstanding anything in this Ordinance contained.

Savings.

(2) The rules of the common law of England, including the law merchant, save in so far as they are inconsistent with the express provisions of this Ordinance, or any other Ordinance for the time being in force, shall apply to bills of exchange, promissory notes, and cheques.

(3) Nothing in this Ordinance or in any repeal effected thereby shall affect—

- (a) Any law or enactment for the time being in force relating to stamps or the revenue ;
- (b) The provisions of the Joint Stock Companies Ordinance, 1861, or Ordinances amending it, or any Ordinance relating to joint stock banks or companies ;
- (c) The provisions relating to promissory notes contained in the Money Lending Ordinance, No. 2 of 1918 ;
- (d) The validity of any usage relating to dividend warrants, or the indorsement thereof.

SCHEDULE:

Form of Protest which may be used when the Services of a Notary cannot be obtained.

(Section 95.)

Know all men that I, *A. B.* (householder), of —, in the district of —, in Ceylon, at the request of *C. D.*, there being no Notary Public available, did on the — day of — 19—, at —, demand payment (or acceptance) of the bill of exchange hereunder written, from *E. F.*, to which demand he made answer (*state answer, if any*), wherefore I now in the presence of *G. H.* and *J. K.* do protest the said bill of exchange.

(Signed) *A. B.*

G. H. }
J. K. } Witnesses.

N.B.—The bill itself should be annexed, or a copy of the bill and all that is written thereon should be underwritten.

Passed in Council the Twenty-fourth day of November, One thousand Nine hundred and Twenty-seven.

W. L. MURPHY,
Clerk to the Council.

Assented to by His Excellency the Governor the Twentieth day of December, One thousand Nine hundred and Twenty-seven.

W. L. MURPHY,
Clerk to the Council.