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PART II.—LEGAL.

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COLOMBO :

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DRAFT ORDINANCES.

MINUTE.

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

An Ordinance to provide for Public and Bank Holidays in Ceylon.

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 Holidays Ordinance, No. of 1926.

BANK HOLIDAYS.

Bank holidays. 2 After the commencement of this Ordinance, the several days specified in the First Schedule hereto (in this Ordinance referred to as "bank holidays") shall be kept as close holidays in all banks in Ceylon.

As to payments on bank holidays.

3 (1) No person shall be compellable to make any payment or to do any act upon a bank holiday which he would not be compellable to do or make on Sunday ; and the obligation to make such payment and do such act shall apply to the day next following the bank holiday which is not itself a Sunday or a bank holiday ; and the making of such payment and doing such act on such following day shall be equivalent to payment of the money or performance of the act on the holiday.

(2) Nothing in this section shall affect the law for the time being in force relating to bills of exchange or promissory notes.

PUBLIC HOLIDAYS.

Certain days to be public holidays.

4 The several days mentioned in the Second Schedule hereto (in this Ordinance referred to as "public holidays") shall, in addition to Sundays, be *dies non*, and shall be kept (except as hereinafter provided) as holidays in Ceylon.

Regulations.

5 (1) The Governor in Executive Council may, from time to time, make regulations, to be published in the Gazette excluding in whole or in part, from the operation of this Ordinance, any public office or any department thereof, and thereupon all acts and things relating to such public office or department thereof may be done and performed on any public holiday, notwithstanding the provisions of this Ordinance.

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conveniently may be, be laid before the Legislative Council, and may, at any of the next following three meetings, be rescinded by resolution of the Legislative Council, but without prejudice to anything already done thereunder, and if not so rescinded shall be deemed to be valid.

(3) Any regulations made before the commencement of this Ordinance under the corresponding power in the Holidays Ordinance, 1886, shall be deemed to have been made under this Ordinance.

SUPPLEMENTAL.

Holidays falling on Sunday.

6 If any bank holiday or public holiday shall fall on a Sunday, the following Monday shall be a bank holiday or public holiday, as the case may be.

Provided that the Governor may, if he thinks fit, by notice in the "Gazette," order that any other day shall be a bank holiday or public holiday, as the case may be, instead of the Monday.

7 The Governor may, from time to time, by notice in the Gazette, appoint any day to be a bank holiday or public holiday, in addition to or in substitution for any of the days specified in the schedules hereto.

Power to
appoint special
holiday.

8 The Holidays Ordinance, 1886, is hereby repealed.

Repeal.

FIRST SCHEDULE.

Bank Holidays.

Christmas Eve, Christmas Day, and the two subsequent days.
New Year's Day and the day following.
The Tamil Thai Pongal Day.
Saka New Year's Day.
Good Friday and the day following.
Easter Monday and Easter Tuesday.
The full moon day of the Sinhalese month Wesak.
The Birthday of His Majesty the King.
July 1.
Hindu Vel Festival Day.
Hindu Dipawali Festival Day.

SECOND SCHEDULE.

Public Holidays.

From December 24 to the following January 2 (both days inclusive).
Good Friday and the day following.
Easter Monday and Tuesday.
The Birthday of His Majesty the King.
Saka New Year's Day.
The full moon day of the Sinhalese month Wesak
The Muslim Hadji Festival Day.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, June 3, 1926.

A. G. M. FLETCHER,
Colonial Secretary.

Statement of Objects and Reasons.

1. Under the Holidays Ordinance, 1886, all public holidays are treated as bank holidays. Owing to the substitution in 1917 of December 28 to 31 as public holidays for Ash Wednesday, Ascension Day, the Accession Day of His Majesty the King, and the Prince of Wales' Birthday, as many as ten bank holidays occur successively, during the whole of which period the maturity of all bills of exchange is suspended, and notice of dishonour, &c., cannot be given. This causes great inconvenience to bankers and others. Accordingly, at the request of the Chamber of Commerce, this Ordinance has been drafted which will have the effect of limiting the number of bank holidays to those specified in the Second Schedule. The number of public holidays will remain unchanged. It is proposed that all suggestions for the addition of new holidays should be considered in Select Committee.

2. The New Bills of Exchange Ordinance (which will shortly be introduced into the Legislative Council) contains suitable provisions as to the effect of bank holidays on bills of exchange and promissory notes.

3. Sections 14 and 93 of the Bills of Exchange Ordinance deal with bills becoming payable on bank holidays. Sections 51 (4) and 93 deal with noting and protesting.

4. Sections 49 (12) and 93 deal with notice of dishonour.

5. Sections 41 (1) (b) and 93 deal with presentment for acceptance. Sections 42 and 93 deal with time for acceptance.

6. Presentment to a referee in case of need is covered by sections 15, 41 (1) (b), and 93.

7. The provisions of the Holidays Ordinance, 1886, as to bills of exchange and promissory notes are, therefore, not reproduced in the new Ordinance.

Attorney General's Chambers,
Colombo, March 2, 1926.

L. H. ELPHINSTONE,
Attorney-General.

MINUTE.

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

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, 1926.
Interpretation of terms.	2 In this Ordinance, unless the context otherwise requires—
Acceptance.	“ 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.</p> <p>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 hanksgiving 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—

- (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.

Time 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 satisfaction 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.

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

Requisites of a valid indorsement.

- (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 as to 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 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 *suprà* 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 *suprà* protest, for the honour of any part 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 *suprà* 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 *suprà* 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 *suprà* 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 *suprà* 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 *suprà* 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 *suprà* 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 super-vening contracts, such as acceptance, or indorsement, or acceptance *suprà* 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 *suprà* 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—

Presentment of cheque for payment.

- (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.

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.

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

Crossing by drawer or after issue.

(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.

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

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.

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.

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.

Application of Part II. to 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.
- Consequential amendments and repeals.** 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:
“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. :

“ 330A. 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.

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.

By His Excellency's command,

Colonial Secretary's Office, *A. G. M. FLETCHER,*
Colombo, June 30, 1926. Colonial Secretary.

Statement of Objects and Reasons.

THIS Ordinance reproduces the Bills of Exchange Act, 1882 (in force in Ceylon by virtue of section 2 of Ordinance No. 5 of 1852), practically without alteration. In view of the fact that many of the District Judges are not provided with the English Acts, it is considered desirable that the law should be reproduced in a local enactment.

2. Section 9 (4) (which makes the rate of interest 9 per cent. where the rate is not expressed, provided that the amount recoverable for interest shall not exceed the principal) gives effect to section 3 of Ordinance No. 5 of 1852.

3. Section 22 makes it clear that capacity to contract is to be determined by Roman-Dutch law as modified by Ordinance No. 7 of 1865 and section 502 of the Civil Procedure Code, 1889, not English law. But for this provision, it might be arguable that section 98 (2) makes English law applicable. Section 22 leaves open the question by what law capacity to contract is to be determined, *i.e.*, whether by the *lex domicilii* or *lex loci contractus*. See 6 Halsbury's Laws, 233-4.

4. Section 27 (1) (a) makes it clear that "causa" as understood in Roman-Dutch law does not constitute valuable consideration for a bill of exchange or promissory note. This is declaratory of the present law.

5. Sections 41 (1) (f) and 42 (2) incorporate part of section 7 of Ordinance No. 4 of 1886.

6. Section 82 (2) reproduces section 1 of the Bills of Exchange (Crossed Cheques) Act, 1906.

7. Section 83 reproduces section 17 of the Revenue Act, 1883.

8. With reference to section 93 (section 92 of the English Act), it may be noted that under Ceylon law Good Friday and Christmas days are statutory, not common law bank holidays. See Ordinance No. 4 of 1886.

9. Section 97 (1) corrects a slip in section 3 of Ordinance No. 5 of 1852, the word "or" in "or in any case" in the fifth line being superfluous, and having the effect, if it is construed literally, of making 9 per cent. recoverable in all cases, even though a lower rate has been expressly agreed upon.

10. Section 97 (2) extends sections 331 to 333 of the Civil Procedure Code (which gives power for the court to order the execution of a conveyance) to all "contracts or other documents," thus enabling the court to compel the execution of duplicate bills of exchange. Compare section 14 of the Supreme Court of Judicature Act, 1884.

11. As to section 97 (4), the substance of section 117 (1) of the Evidence Ordinance is reproduced by section 54 (2) (a) of this Ordinance.

Attorney-General's Chambers,
Colombo, March 2, 1926.

L. H. ELPHINSTONE,
Attorney-General.

MINUTE.

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

An Ordinance to Incorporate the Hindu Board of Education.

Preamble.

WHEREAS certain leading Shaiva inhabitants of the Northern Province have established a society called and known in Tamil as Shaiva Vithya Vriththi Sangam and in English as the Hindu Board of Education for the purpose of effectually carrying out and transacting all affairs connected with the said Board according to the rules and regulations agreed to by its Directors :

And whereas the said Board has applied to be incorporated and it will be for the public advantage to grant the application :

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

Short title.

1 This Ordinance may be cited as the "Hindu Board of Education Ordinance, No. of 1926."

Incorporation of the Hindu Board of Education.

2 From and after the passing of this Ordinance the persons whose names appear in schedule I. hereto and their respective successors elected in the manner provided by rules and regulations in schedule II. hereto, or such other rules and regulations as may be in force at the date of the election, shall be and become a corporation with perpetual succession under

the name and style in Tamil Shaiva Vithya Vriththi Sangam and in English as the "Hindu Board of Education" (hereinafter referred to as the Board), and by such name shall and may sue and be sued in all courts, with full power and authority to have and use a common seal and to change and alter the same at pleasure.

3 The general objects for which the Board is constituted are hereby declared to be—

The general objects of the Board.

- (a) To establish and maintain Hindu schools in Ceylon where they are needed;
- (b) To take over and manage such of the existing schools as may be handed over to the Board for management;
- (c) To render all such assistance to existing Hindu schools as may be considered necessary;
- (d) To do everything that may be required to promote and popularize the education of Hindu children in Hindu schools; and
- (e) To encourage the study of Tamil literature, music, and drama.

4 The rules and regulations set forth in schedule II. hereto shall for all purposes be the rules of the Board: Provided, however, that nothing in this section contained shall be held or construed to prevent the Board at all times hereafter from making fresh rules and regulations, or from altering, amending, adding to, or cancelling any of the rules and regulations in schedule II. hereto or to be hereafter made by the Board.

Rules in schedule II. to be the rules of the Board.

5 On the coming into operation of this Ordinance all and every property belonging to the Hindu Board of Education, whether held in the name of the said Board or in the name or names of any person or persons in trust for the said Board, shall be and the same are hereby vested in the Board hereby constituted, and the same shall be held by the Board for the purpose of this Ordinance, subject to the rules and regulations for the time being of the Board.

Property vested in Board.

6 The Board shall be able and capable in law to take and hold any property, movable or immovable, which may become vested in it by virtue of any purchase, grant, gift, testamentary disposition, or otherwise, and all such property shall be held by the Board for the purpose of this Ordinance and subject to the rules and regulations for the time being of the Board, with full power to sell, mortgage, lease, exchange, or otherwise dispose of the same for the purposes of the Board.

Powers of Board.

7 All debts and liabilities of the Hindu Board of Education existing at the time of the coming into operation of this Ordinance shall be paid by the Board hereby constituted, and all debts due to, and subscriptions, contributions payable to, the Hindu Board of Education shall be paid to the Board for the purposes of this Ordinance.

Debts due by and payable to the Board.

8 Nothing in this Ordinance contained shall prejudice or affect the rights of His Majesty the King, his heirs and successors or any body politic or corporate, or of any other persons, except such as are mentioned in this Ordinance, and those claiming by, from, or under them.

Saving as to rights of His Majesty and others.

SCHEDULE I.

Set A.

1. The Hon. Mr. Wytialingam Duraiswamy, B.A., M.L.C.
2. Mr. K. Mudr. Chellappah.
3. Mr. Murugesar Sinnatamby Rasaratnam, B.A.
4. Mr. Visvalingam Veerasingham, B.A.
5. Mr. Saravanamuthu Sabapathipillai.
6. Mr. Mailvaganam Subramaniam.
7. The Hon. Sir Ponnambalam Ramanathan.
8. The Hon. Sir Ambalavanar Kanagasabai.
9. The Hon. Mr. Suppiramaniam Rajaratnam, M.L.C.
10. Mr. Visuvalingam Sanmugalingam.
11. Mr. Seenivasagam Kandayya.

Set B.

12. Mr. Subramaniam Sivapathasundaram, B.A.
13. The Hon. Mr. Thambiah Mudaliar Sabaratnam, M.L.C.
14. Mr. Kandappar Muthukumar.
15. Mr. Sinnatamby Kanthar.
16. Mr. Sithamparapillai Swaminathan.
17. The Hon. Mr. Arumugam Canagaratnam, M.L.C.
18. The Hon. Mr. Mailvahan Mudr. Subramaniam, M.L.C.
19. Mr. Kasinathar Vytialingam Marcanda Mudaliar.
20. Mr. Carthigesu Arianayagam.
21. The Hon. Mr. Kothandarama Nadesa Iyer, M.L.C.
22. Mr. Sivagurunathar Kumaraswamy.

Set C.

23. Mr. Valupillai Ramasamy.
24. The Hon. Mr. Arunachalam Mahadeva, M.L.C.
25. Mr. Arumugam Sellamuthu.
26. Mr. Vytialingam Vijayaratnam.
27. Mr. Vytialingam Pasupathipillai.
28. Mr. Arumugam Cathiravelu.
29. Mr. Kathiravelu Muthukumar.
30. Mr. Velupillai Ramalingam.
31. Mr. Kandavanam Ayadurai.
32. Mr. Columbuturai Kathiritamby Swaminathan.
33. Mr. Subbiah Nadesapillai.

SCHEDULE II.

I.—The general administration and control of the school established under the Hindu Board of Education Ordinance, No. of 1926, and all their affairs shall be vested in a Board of thirty-three Directors distributed (for purposes of retirement and election as provided in schedule I.) into three sets A, B, and C, each set having eleven persons.

II.—The Directors of the Board shall consist of the persons enumerated in schedule I. or their successors distributed for the purposes aforesaid into three sets A, B, and C as set forth in schedule I.

III.—The Directors or their successors shall be elected in such a way that they may represent the Divisions or group of Divisions in the Island in the following proportions :—

- (1) Six Directors to represent the Jaffna Maniagar's Division, the Poonakary, and Thunukkai.
- (2) Five Directors to represent Valikamam West Division.
- (3) Five Directors to represent Valikamam North Division.
- (4) Two Directors to represent the Valikamam East Division.
- (5) Three Directors to represent the Vadamaradchy Division.
- (6) Two Directors to represent the Islands Division.
- (7) Two Directors to represent the Thenmaradchy, Pachchilai-palli and Karachchi Divisions.
- (8) One Director to represent the Mannar and Mullaittivu Districts.
- (9) Two Directors to represent the Eastern Province.
- (10) Two Directors to represent the Central Province.
- (11) One Director to represent the North-Central Province.
- (12) Two Directors to represent the Western Province.

IV.—Each of the Directors shall pay an annual subscription of fifty rupees, and if anyone fails to pay his subscription before the next annual meeting he shall cease to be a Director and another person shall be elected in his place.

V.—All persons who profess the Shaiva faith and pay an annual subscription of ten rupees to the Board and whose name appears in the register of electors to be kept for the purpose shall be entitled to vote for the election of Directors.

VI.—The first election of Directors shall be held at the first annual general meeting provided under clause IX., and at the said election the Directors included in set A shall retire from office and new Directors elected to replace the said retiring Directors in conformity with clause III. The retiring set of Directors shall be eligible for re-election. The Directors elected shall serve on the Board for the next ensuing three years.

The second and third set of Directors included in B and C shall in like manner be elected at the second and third annual meetings respectively, and the Directors included in B shall retire at the second, and those included in C at the third, annual general meeting, but in each case they shall be eligible for re-election. This rotation of retirement of each of the three sets of Directors successively, with like eligibility for re-election, shall be followed in the elections to be held in successive years thereafter.

VII.—At each such election everyone who is a Shaiva by religion and who shall then be resident in the Island and who shall have some interest in the Division for which he is elected shall be eligible for election as a Director. But no person convicted of an infamous crime shall be eligible as a Director.

VIII.—If the office of a Director is rendered vacant by his resignation, death, continued absence, or illness, the remaining Directors may elect as a substitute for such Director in the set to which he belongs, any person who is eligible under the rules and regulations, and such substitute shall hold office as a Director until the set to which he belongs shall retire from office.

IX.—The annual general meeting of the Directors of the Board and of the electors of the Board shall be held in the month of February of each year and at such time and place as the Directors or the standing committee (as constituted under clause XIV.) shall determine; seven days' notice of such meeting in writing shall be posted or given by the Secretary to each Director and elector. At each such meeting the Secretary shall present a full report of the work and state of the Board, and the Treasurer shall present a statement of account properly audited by an auditor appointed by the Directors showing all moneys received and disbursed during the year then ended.

X.—A meeting of the Directors may be held upon the requisition of seven Directors or at the instance of the standing committee.

XI.—At any meeting of the Board duly called nine Directors shall form a quorum.

XII.—The officers of the Board shall consist of a President, Vice-President, Secretary, and Treasurer, all of whom shall be elected at a meeting of the Directors held immediately after the election of a new set of Directors or within a week after the election of a new set and shall continue to hold office until the next annual general meeting. Should any office be vacated at any time other than at the annual general meeting, the Directors may at any meeting appoint another Director in his place.

XIII.—The Directors of the Board may from time to time make rules and regulations defining the duties of its several officers and regulating the manner in which its meetings may be commenced, held, adjourned, and recorded. Such rules and regulations when made shall not be revoked or altered save at a meeting of the Board after due notice to all Directors specifying the proposed alterations.

XIV.—At the annual general meeting the Board shall appoint a standing committee of seven members. The Board may make rules and regulations for the conduct of the business of the standing committee and subject to the provisions herein contained define the duties to be discharged by it.

XV.—The standing committee shall have power to consider and decide all questions appertaining to the work of the Board, subject to the right of the Board to cancel or disallow any decision of the committee.

XVI.—Any rule or regulation of this constitution may be repealed or amended by the Board and a new rule or regulation may be substituted in or added to the said constitution: Provided, however, that such substitution or addition has been duly notified to all the Directors and shall have been passed by at least two-thirds of the Directors for the time being present at a meeting and voting.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, July 19, 1926.

A. G. M. FLETCHER,
Colonial Secretary.

Statement of Objects and Reasons.

The general objects for which the Hindu Board of Education is constituted are set out in section 3 of the Draft Ordinance.

The Hindu Board of Education established for the above purpose has now no legal status. The title to property belonging to the Board is now vested in certain individuals as trustees. Therefore it has become necessary to have the Board incorporated by law.

The rules and regulations governing the conduct of business and administration of the Board are contained in schedule II. of the Ordinance.

W. DURAI SWAMY,
Mover of the Bill.

MINUTE.

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

An Ordinance to amend the Law with respect to the Carriage of Goods by Sea.

WHEREAS at the International Conference on Maritime Law held at Brussels in October, 1922, the delegates at the Conference, including the delegates representing His Majesty, agreed unanimously to recommend their respective Governments to adopt as the basis of a convention a draft convention for the unification of certain rules relating to bills of lading :

And whereas at a meeting held at Brussels in October, 1923, the rules contained in the said draft convention were amended by the Committee appointed by the said Conference :

And whereas it is expedient that the said rules as so amended and as set out with modifications in the schedule to this Ordinance (in this Ordinance referred to as "the rules") should, subject to the provisions of this Ordinance, be given the force of law with a view to establishing the responsibilities, liabilities, rights, and immunities attaching to carriers under bills of lading :

And whereas provision has been made by the Carriage of Goods by Sea Act, 1924, that the said rules as so amended and as set out with modifications in the schedule to that Act shall be given the force of law with a view to establishing the responsibilities, rights, and immunities attaching to carriers under bills of lading :

And whereas it is expedient that like provision should be made in Ceylon :

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

Short title.

1 This Ordinance may be cited as the Carriage of Goods by Sea Ordinance, 1926.

Application of rules in schedule.

2 Subject to the provisions of this Ordinance, the rules shall have effect in relation to and in connection with the carriage of goods by sea in ships carrying goods from any port in Ceylon to any other port whether in or outside Ceylon.

Absolute warranty of seaworthiness not to be implied in contracts to which rules apply.

3 There shall not be implied in any contract for the carriage of goods by sea to which the rules apply any absolute undertaking by the carrier of the goods to provide a seaworthy ship.

Statement as to application of rules to be included in bills of lading.

4 Every bill of lading, or similar document of title, issued in Ceylon which contains or is evidence of any contract to which the rules apply shall contain an express statement that it is to have effect subject to the provisions of the said rules as applied by this Ordinance.

Modification of Article VI. of rules in relation to coasting trade.

5 Article VI. of the rules shall, in relation to the carriage of goods by sea in ships carrying goods from any port in Ceylon to any other port in Ceylon, have effect as though the said Article referred to goods of any class instead of to particular goods and as though the proviso to the second paragraph of the said Article were omitted.

Modification of rules 4 and 5 of Article III. in relation to bulk cargoes.

6 Where under the custom of any trade the weight of any bulk cargo inserted in the bill of lading is a weight ascertained or accepted by a third party other than the carrier or the shipper and the fact that the weight is so ascertained or accepted is stated in the bill of lading, then, notwithstanding anything in the rules, the bill of lading shall not be deemed to be *prima facie* evidence against the carrier of the receipt of goods of the weight so inserted in the bill of lading, and the accuracy thereof at the time of shipment shall not be deemed to have been guaranteed by the shipper.

7 (1) Nothing in this Ordinance shall affect the operation of sections 446 to 450, both inclusive, 502, and 503 of the Merchant Shipping Act, 1894, as amended by any subsequent enactment, or the operation of any other enactment for the time being in force limiting the liability of the owners of seagoing vessels.

Saving and operation.

(2) The rules shall not by virtue of this Ordinance apply to any contract for the carriage of goods by sea made before such day as the Governor may by Proclamation published in the Gazette direct, nor to any bill of lading or similar document of title issued, whether before or after such day as aforesaid, in pursuance of any such contract as aforesaid.

SCHEDULE.

Rules relating to Bills of Lading.

ARTICLE I.

Definitions.

In these rules the following expressions have the meanings hereby assigned to them respectively, that is to say—

- (a) "Carrier" includes the owner or the charterer who enters into a contract of carriage with a shipper;
- (b) "Contract of carriage" applies only to contracts of carriage covered by a bill of lading or any similar document of title, in so far as such document relates to the carriage of goods by sea, including any bill of lading or any similar document as aforesaid issued under or pursuant to a charterparty from the moment at which such bill of lading or similar document of title regulates the relations between a carrier and a holder of the same;
- (c) "Goods" includes goods, wares, merchandises, and articles of every kind whatsoever, except live animals and cargo which by the contract of carriage is stated as being carried on deck and is so carried;
- (d) "Ship" means any vessel used for the carriage of goods by sea;
- (e) "Carriage of goods" covers the period from the time when the goods are loaded on to the time when they are discharged from the ship.

ARTICLE II.

Risks.

Subject to the provisions of Article VI., under every contract of carriage of goods by sea the carrier, in relation to the loading, handling, stowage, carriage, custody, care, and discharge of such goods, shall be subject to the responsibilities and liabilities, and entitled to the rights and immunities hereinafter set forth.

ARTICLE III.

Responsibilities and Liabilities.

1. The carrier shall be bound, before and at the beginning of the voyage, to exercise due diligence to—

- (a) Make the ship seaworthy;
- (b) Properly man, equip, and supply the ship;
- (c) Make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage, and preservation.

2. Subject to the provisions of Article IV., the carrier shall properly and carefully load, handle, stow, carry, keep, care for, and discharge the goods carried.

3. After receiving the goods into his charge, the carrier, or the master, or agent of the carrier, shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things—

- (a) The loading marks necessary for identification of the goods as the same are furnished in writing by the shipper before the loading of such goods starts, provided such marks are stamped or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which such goods are contained, in such a manner as should ordinarily remain legible until the end of the voyage;
- (b) Either the number of packages or pieces, or the quantity, or weight, as the case may be, as furnished in writing by the shipper;
- (c) The apparent order and condition of the goods:

Provided that no carrier, master, or agent of the carrier shall be bound to state or show in the bill of lading any marks, number, quantity, or weight which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking.

4. Such a bill of lading shall be *prima facie* evidence of the receipt by the carrier of the goods as therein described in accordance with paragraph 3 (a), (b), and (c).

5. The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity, and weight, as furnished by him, and the shipper shall indemnify the carrier against all loss, damages, and expenses arising or resulting from inaccuracies in such particulars. The right of the carrier to such indemnity shall in no way limit his responsibility and liability under the contract of carriage to any person other than the shipper.

6. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage be not apparent, within three days, such removal shall be *prima facie* evidence of the delivery by the carrier of the goods as described in the bill of lading.

The notice in writing need not be given if the state of the goods has at the time of their receipt been the subject of joint survey or inspection.

In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered.

In the case of any actual or apprehended loss or damage the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

7. After the goods are loaded the bill of lading to be issued by the carrier, master, or agent of the carrier, to the shipper shall, if the shipper so demands, be a "shipped" bill of lading, provided that if the shipper shall have previously taken up any document of title to such goods, he shall surrender the same as against the issue of the "shipped" bill of lading, but at the option of the carrier such document of title may be noted at the port of shipment by the carrier, master, or agent with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment, and when so noted the same shall for the purpose of this Article be deemed to constitute a "shipped" bill of lading.

8. Any clause, covenant, or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to or in connection with goods arising from negligence, fault, or failure in the duties and obligations provided in this Article or lessening such liability otherwise than as provided in these rules, shall be null and void and of no effect.

A benefit of insurance or similar clause shall be deemed to be a clause relieving the carrier from liability.

ARTICLE IV.

Rights and Immunities.

1. Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship seaworthy, and to secure that the ship is properly manned, equipped, and supplied, and to make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried fit and safe for their reception, carriage, and preservation in accordance with the provisions of paragraph 1 of Article III.

Whenever loss or damage has resulted from unseaworthiness, the burden of proving the exercise of due diligence shall be on the carrier or other person claiming exemption under this section.

2. Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from—

- (a) Act, neglect, or default of the master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the ship;
- (b) Fire, unless caused by the actual fault or privity of the carrier;
- (c) Perils, dangers, and accidents of the sea or other navigable waters;
- (d) Act of God;
- (e) Act of war;

- (f) Act of public enemies ;
- (g) Arrest or restraint of princes, rulers, or people, or seizure under legal process ;
- (h) Quarantine restrictions ;
- (i) Act or omission of the shipper or owner of the goods, his agent, or representative ;
- (j) Strikes or lock-outs or stoppage or restraint of labour from whatever cause, whether partial or general ;
- (k) Riots and civil commotions ;
- (l) Saving or attempting to save life or property at sea ;
- (m) Wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the goods ;
- (n) Insufficiency of packing ;
- (o) Insufficiency or inadequacy of marks ;
- (p) Latent defects not discoverable by due diligence ;
- (q) Any other cause arising without the actual fault or privity of the carrier, or without the fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the carrier nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage.

3. The shipper shall not be responsible for loss or damage sustained by the carrier or the ship arising or resulting from any cause without the act, fault, or neglect of the shipper, his agents, or his servants.

4. Any deviation in saving or attempting to save life or property at sea, or any reasonable deviation shall not be deemed to be an infringement or breach of these rules or of the contract of carriage, and the carrier shall not be liable for any loss or damage resulting therefrom.

5. Neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with goods in an amount exceeding £100 per package or unit, or the equivalent of that sum in other currency, unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading.

This declaration if embodied in the bill of lading shall be *prima facie* evidence, but shall not be binding or conclusive on the carrier.

By agreement between the carrier, master, or agent of the carrier and the shipper another maximum amount than that mentioned in this paragraph may be fixed, provided that such maximum shall not be less than the figure above named.

Neither the carrier nor the ship shall be responsible in any event for loss or damage to or in connection with goods if the nature or value thereof has been knowingly misstated by the shipper in the bill of lading.

6. Goods of an inflammable, explosive, or dangerous nature to the shipment whereof the carrier, master, or agent of the carrier, has not consented, with knowledge of their nature and character, may at any time before discharge be landed at any place or destroyed or rendered innocuous by the carrier without compensation, and the shipper of such goods shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment.

If any such goods shipped with such knowledge and consent shall become a danger to the ship or cargo, they may in like manner be landed at any place or destroyed or rendered innocuous by the carrier without liability on the part of the carrier except to general average, if any.

ARTICLE V.

Surrender of Rights and Immunities, and Increase of Responsibilities and Liabilities.

A carrier shall be at liberty to surrender in whole or in part all or any of his rights and immunities or to increase any of his responsibilities and liabilities under the rules contained in any of these Articles, provided such surrender or increase shall be embodied in the bill of lading issued to the shipper.

The provisions of these rules shall not be applicable to charterparties, but if bills of lading are issued in the case of a ship under a charterparty they shall comply with the terms of these rules. Nothing in these rules shall be held to prevent the insertion in a bill of lading of any lawful provision regarding general average.

ARTICLE VI.

Special Conditions.

Notwithstanding the provisions of the preceding Articles, a carrier, master, or agent of the carrier, and a shipper shall in regard to any particular goods be at liberty to enter into any

agreement in any terms as to the responsibility and liability of the carrier for such goods, and as to the rights and immunities of the carrier in respect of such goods, or his obligation as to seaworthiness, so far as this stipulation is not contrary to public policy, or the care or diligence of his servants or agents in regard to the loading, handling, stowage, carriage, custody, care, and discharge of the goods carried by sea, provided that in this case no bill of lading has been or shall be issued and that the terms agreed shall be embodied in a receipt which shall be a non-negotiable document and shall be marked as such.

Any agreement so entered into shall have full legal effect :

Provided that this Article shall not apply to ordinary commercial shipments made in the ordinary course of trade, but only to other shipments where the character or condition of the property to be carried or the circumstances, terms, and conditions under which the carriage is to be performed, are such as reasonably to justify a special agreement.

ARTICLE VII.

Limitations on the Application of the Rules.

Nothing herein contained shall prevent a carrier or a shipper from entering into any agreement, stipulation, condition, reservation, or exemption as to the responsibility and liability of the carrier or the ship for the loss or damage to or in connection with the custody and care and handling of goods prior to the loading on and subsequent to the discharge from the ship on which the goods are carried by sea.

ARTICLE VIII.

Limitation of Liability.

The provisions of these rules shall not affect the rights and obligations of the carrier under any statute for the time being in force relating to the limitation of the liability of owners of seagoing vessels.

ARTICLE IX.

The monetary units mentioned in these rules are to be taken to be gold value.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, July 5, 1926.

A. G. M. FLETCHER,
Colonial Secretary.

Statement of Objects and Reasons.

THE International Conference on Maritime Law held in Brussels in 1922 and 1923, recommended the unification of certain rules relating to bills of lading and suggested a set of rules in furtherance of this recommendation.

2. These rules in the amended form set out in the schedule to this Ordinance were given the force of law in the United Kingdom by 14 & 15 Geo. V., Ch. 22.

3. Ordinance No. 5 of 1852 (section I) enacts that all contracts or questions arising in Ceylon relating to bills of lading shall be the same as would be administered in England in the like case. It follows that the rules already have the force of law in Ceylon. It is, however, considered desirable that the rules should be embodied in an Ordinance for the sake of both certainty and publicity.

Attorney-General's Chambers,
Colombo, June 11, 1926.

L. H. ELPHINSTONE,
Attorney-General.

NOTIFICATION 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 Kandy will be holden at the Audience Hall at Kandy, on Monday, August 2, 1926, 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,
Kurunegala, July 20, 1926.

S. D. SAMARASINHE,
for Fiscal.

LIST OF JURORS AND ASSESSORS.

SOUTHERN PROVINCE.—Matara District.

LIST of persons in the Matara District, Southern Province, qualified to serve as Jurors and Assessors, under the provisions of section 254 of "The Criminal Procedure Code, 1898," as amended by sections 4 and 5 of "The Criminal Procedure Code (Amended) Ordinance, No. 1 of 1910," for the year July 1, 1926, to June 30, 1927.

N.B.—The Jurors numbered in a separate series on the left of that indicating Ordinary Jurors are qualified to serve as Special Jurors.

[The mark (*) prefixed to a name denotes that it is a new name added.]

ENGLISH-SPEAKING JURORS.

- | | |
|--|---|
| 1.. 1 Abeygunawardana, T. C D., surveyor, Matara | 49*Jehorathnam, B. E. W., teacher, St. Thomas' school, Matara |
| 2.. 2 Abeywardana, J. V. P., planter, Kotawila | 50*Jeewanayagam, J. V., irrigation sub-inspector, Village Works, Matara |
| 3.. 3 Abeywardana, S. A., planter, Urubokka | 29.. 51*Johnston, R. J., assistant superintendent of surveys, Matara |
| 4 Abeywira, J. D., clerk, Kachcheri, Matara | 30.. 52*Joonos, M., planter and merchant, Matara |
| 4.. 5 Alles, F. E., planter, Telijawila | 31.. 53 Kanangara, R. C., superintendent, Kurulugala estate, Deniyaya |
| 5.. 6 Altendorff, G. H., planter, Matara | 32.. 54 Karunanayake, J. E., merchant, Matara |
| 6.. 7*Armstrong, H. C., planter, Deniyaya | 33.. 55 Kemps, F. W., planter, Dandeniya |
| 7.. 8 Armstrong, W. S., surveyor, Matara | 56 Loos, W. B. N., chief clerk, Urban District Council, Matara |
| 9 Blok, C. G., head clerk, District Road Committee, Matara | 57*Loos, P. C., superintendent, minor roads, Matara |
| 10 Buultjens, A. C., teacher, Matara | 58*Manawadu, B., assistant superintendent, Diyadawa estate, Deniyaya |
| 8.. 11 Buultjens, J. W., principal, St. Thomas' school, Matara | 34.. 59 Meurling, J., planter, Matara |
| 12 Caldera, H. B., sanitary inspector, Dondra | 35.. 60 Meurling, R. O., surveyor, Matara |
| 9.. 13 Coopman, J., teacher, Matara | 61 Nethsingha, A. A., clerk, Kachcheri, Matara |
| 14 Cooray, N. A., clerk, Assistant Provincial Registrar's Office, Matara | 36.. 62 Perera, L. G., surveyor, Matara |
| 10.. 15*Davud Marikar, M. A., merchant and planter, Matara | 37.. 63*Perera, W. M. A., surveyor, Matara |
| 11.. 16*De Neise, J. D., surveyor, Matara | 64 Rajapakse, D. A. B., clerk, Land Registry, Matara |
| 12.. 17 De Silva, C. E. P., head clerk, Kachcheri, Matara | 38.. 65 Ranasuria, J. R. P., notary public, Matara |
| 18*De Silva, K. G. F., clerk, Kachcheri, Matara | 39.. 66*Robb, A. A., planter and merchant, Matara |
| 19 De Silva, L. E., irrigation officer, Matara | 40.. 67*Sabapathy, Namasivayam, head clerk, Forest Office, Matara |
| 20 De Silva, Richard, clerk, Kachcheri, Matara | 68 Samarasekera, A., inspector, Sanitary Board, Weligama |
| 21 De Silva, R. W., clerk, Kachcheri, Matara | 69 Samarasinghe, D. P. S., shroff, Kachcheri, Matara |
| 22 Dewasurendra, J. C., teacher, Matara | 41.. 70 Samaraweera, Barnes, planter, Weligama |
| 23 Dewendre, H. A. E., clerk, Forest Office, Matara | 42.. 71*Samarawickrema, Conrad, planter, Ransegoda |
| 13.. 24 Domenico, A. N. de, planter, Matara | 43.. 72 Shokman, W. H., planter, Kekenadure |
| 25 Ediriweera, S., landed proprietor, Nupe, Matara | 44.. 73*Senaratne, E. B., planter, Denepitiya |
| 14.. 26 Ekanayaka, H. M., D'orta, landed proprietor, Matara | 45.. 74 Senaratne, W. T. F., manager, Ice Company, Matara |
| 15.. 27 Ferdinand, S. E., surveyor, Matara | 46.. 75*Simpson, J. N., planter, Urumutta, Akuressa |
| 16.. 28 Figurado, P., superintendent, Deniyaya estate, Deniyaya | 47.. 76 Siriwardene, D. E. S., landed proprietor, Willegoda, Kotawila |
| 17.. 29 Fontyn, A. B., deputy conservator of forests, Matara | 77*Suraweera, D. O. A., superintendent, Mawarella estate, Mawarella |
| 18.. 30 Goonetilleke, E. C., planter, Deniyaya | 48.. 78 Thomson, Capt. J. A., planter, Deniyaya |
| 19.. 31 Goonewardana, C. J., landed proprietor, Dandeniya | 49.. 79 Tillakeratne, C. H. F. T., planter, Tondile, Dikwella |
| 20.. 32 Goonewardana, D. S., foreman, S. P. Transport Co., Matara | 80 Tillakeratne, E. L., clerk, Kachcheri, Matara |
| 33 Goonewardana, D. W., inspector, Urban District Council, Matara | 81 Van Geyzel, L., merchant, Matara |
| 21.. 34 Grenier, H. W., inspector, Urban District Council, Matara | 50.. 82 Wanigasekera, D., planter, Henegama |
| 22.. 35 Gunaratna, R. A., clerk, Kachcheri, Matara | 51.. 83 Weerakoon, Arthur, planter, Kotawila |
| 23.. 36 Gunatilleke, E. W., planter, Hallala | 52.. 84 Weerakoon, Charles, planter, Kotawila |
| 24.. 37 Hart, A. M., planter, Malimboda | 85 Wickremaratne, S. C., gansabhawa clerk, Kachcheri, Matara |
| 25.. 38*Hillman, E. C., irrigation engineer, Matara | 86 Wickremaratne, T. C., landed proprietor, Matara |
| 26.. 39 Ilangakoon, D. J. S., planter, Matara | 87 Wijenaike, T. H., clerk, Kachcheri, Matara |
| 40 Jayakuru, H. S., head clerk, Land Registry, Matara | 53.. 88*Wijeratne, B., planter, Deniyaya |
| 27.. 41 Jayasekera, A. B. W., chena surveyor muhandiram, Waralla | 89*Wijesekere, A. E., planter, Batagoda estate, Akuressa |
| 42*Jayasekera, F., planter, Deniyaya | 54.. 90*Wijesekere, D. W. R., planter, Deniyaya |
| 28.. 43*Jayasinghe, Edmund, contractor, Matara | 55.. 91 Wijesekere, W. A., planter, Wilpita |
| 44 Jayawardana, S. K. J., clerk, Kachcheri, Matara | 56.. 92 Wijesinghe, E. A., planter, Kumbalgama |
| 45 Jayawardana, W. D. P., sanitary board clerk, Kachcheri, Matara | 93*Willis, V. E., superintendent of village works, Matara |
| 46 Jayawardana, S. P., teacher, Matara | |
| 47*Jayawardane, G. A., registrar of lands, Matara | |
| 48*Jayaweera, H. A., clerk, Kachcheri, Matara | |

SINHALESE-SPEAKING JURORS.

- | | |
|---|---|
| 1 Abeygoonawardana, John William, landed proprietor, Pam-burana | 16 Don Dines, Abeywickrama Liyana Arachchige, cultivator, Kongala |
| 2 Abeywickrama, Liyana Arachchige Don Andris, cultivator, Kongala | 17 Don Diyonis, Epitakaduwegamage, landed proprietor, Karagoda, Uyangoda |
| 3 Abeywickrama, P. F., landed proprietor, Kotapola | 18 Don Siyadoris, Samasinghe Gunasekera, veda arachchi, Wepotaira |
| 4 Adrian Appu, R. landed proprietor, Campdon Hill, Deniyaya | 19 Don Diyonis, Abeywickrama, Vidane Patiranaige, landed proprietor, Welive |
| 5 Appuhamy, Nanayakkara Haddagodage Don Elias, landed proprietor, Kadawedduwa | 20 Ediriweera, D. N. A., trader, Dondra |
| 6 Aryatilaka, C. A., merchant, Matara | 21 Edoris Appu, Wickrama Kalulotage, Karawa, Matara |
| 7 Boralessa, Don Charles de Silva, landed proprietor, Maliduwa | 22 Gunasekera, B. A., landed proprietor and trader, Matara |
| 8 Boralessa, Don James de Silva, landed proprietor, Aturaliya | 23*Gunasekera, Don Cornelis Wickramaratne, landed proprietor, Higgoda |
| 9 Dahanayaka, H. D. A., landed proprietor, Udowita, Maliduwa | 24 Hendrick Appuhamy, Vidane Pathiranaige, trader, Rambuk-kana |
| 10 Danoris, Vidane Patiranaige, trader, Welive | 25 Hewavisenti, Don Bastian, trader, Denepitiya |
| 11 David, Lokusatuhebage, teacher, Matara | 26 Hewavisenti, Don Charles, Denepitiya |
| 12 De Silva, C. A., Edwin, merchant, Matara | 27 Jayawardana, D. P., planter, Uruwitike |
| 13 De Silva, G. H., Charles, trader, Matara | |
| 14 De Silva, Kandauda Arachchige Simon, trader, Kadeweediya | |
| 15 De Silva, L. N., merchant, Matara | |

- 28 Kumasaru, Don Andrayas, landed proprietor, Ranchagoda
 29 Kumasaru, Don Cornelis, landed proprietor, Horapawita
 30 Mateshamy, Abeysekera Patiranage, landed proprietor, Kongala
 31 Munasinghe, Abraham, landed proprietor, Welgama
 32 Munasinghe, James, landed proprietor, Walgama
 33 Nanayakkara, M. J., merchant, Matara
 34 Pabris Appu, Mirishewage, trader, Dondra
 35 Ramachandra, E., landed proprietor, Matara
 36 Ranaweera, D. J., veda arachchi, Matara
 37 Ranaweera, Hewagamage Don Andrayas, planter, Yatiyana
 38 Ratnayake, A. A. W., planter, Pallegama
 39 Ratnayaka, A. L. W., planter, Pallegama
 40 Ratnayake, D. A., notary public, Matara
 41 Ratnayake, Krandugoda Kankanange Don Davit, landed proprietor, Akuressa
 42 Salman Appu, Walgamage, trader, Babarenda
 43 Samarasekera, N. W., merchant, Matara
 44 Samarasinghe, John W., planter, Udukawa
 45 Samaraweera, Martin, overseer and contractor, Kamburupitiya
 46 Samarawickrama, D. A., teacher, Welgama
 47 Sedara, Mohottige John Carolis, landed proprietor, Matara
 48 Seneviratne, K. J. P., notary public, Matara
 49 Seneviratne, R. D., manager, Art Studio, Matara
 50 Silva, Guardiye Punchihewage Abraham, trader, Mirissa
 51 Sirigunawardna, N. J., notary public, Ratmale
 52 Subehamy, Marakkalage, trader, Kottagoda
 53 Wellapuli, Don Diyoni Samarawickrema, landed proprietor, Ranchagoda
 54 Weerasekera, Andrayas Abeyratne, trader, Dondra
 55 Weerasekera, R., clerk, Galagawa estate, Akuressa
 56 Wickramaratne, A. D. S., landed proprietor and merchant, Kamburupitiya
 57 Wickramaratna, D. C. S., planter, Kamburupitiya
 58 Wickramasinghe, Don Abraham Abeywardana, trader, Kirinda
 59 Wickramasinghe, Don Adirian Abeywardana, landed proprietor, Kongala
 60 Wickramasinghe, Edward, landed proprietor, Henegama
 61 Wickramasinghe, J. P., trader, Matara
 62 Wijekoon, William, landed proprietor, Yatiyana
 63 Wijetunga, C., planter, Elgiriya
 64 Wijetunga, R. J., planter, Elgiriya
 65 William, K. A., landed proprietor, Beralapanatara
 66 Wimalagunaratne, Don Cornelis, landed proprietor, Bamunugama
 67 Wimalagunaratna, D. M. W. Rajapaksa, landed proprietor, Ranchagoda
 68 Wirasinghe, E. W., P., notary public, Matara

TAMIL-SPEAKING JURORS.

- 1 Abdul Rahiman Matchchan Mohammadu Abdul Cader, Kadeweediya
 2 Abdul Rahiman Mohammadu, Gabadaweediya
 3 Ahamadu Lebbe Marikkar Abdul Thalathibu, trader, Dikwella
 4 Assena Marikkar Mahamadu Ali, trader, Kadeweediya
 5 Ambalavanar, M., Morawaka
 6 Asirvathan, D., planter, Deniyaya
 7 Cassim, I. M., trader, Pennycuik road, Pallimulla, Matara
 8 Ismail Lebbe Marikkar Ahamadu Cassim, Kadeweediya
 9 Ismail Lebbe Marikkar Mohamadu Uduman, landed proprietor, Kadeweediya
 10 Ismail, M. C. A., merchant, Matara
 11 Omeru Lebbe Marikkar Mohallan Saibu Lebbe, trader, Galbokka
 12 Ossen Saibu Kumisteru Abdul Majeed, trader, Kotuwegoda
 13 Ossen Saibu Mattichchan Mohamadu Lebbe Marikar, trader, Galbokka
 14 Ossen Saibu Mattichchan Ahamadu Lebbe Marikkar, trader, Galbokka
 15 Pawalakkodi Bawa L. M. Mohammadu Ibrahim, trader, Kadeweediya
 16 Kunji Bawa Abdul Thalathibu, trader, Dikwella
 17 Ramapulle, M., Gorakawela
 18 Sanmugam Chetty, planter, Deniyaya
 19 Segu Abdul Cader Isadeen, Kadeweediya
 20 Segu Meera Lebbe M. Cassim, Kotuwegoda
 21 Sinniah, S., Tennehena estate, Hulandawe
 22 Thaha, A. R. M. M., trader, Kadeweediya
 23 Uduma Lebbe Marikkar Abdul Rahim, trader, Dikwella
 24 Uduma Lebbe Marikkar Sini Mohammadu, trader, Kadeweediya
 25 Uduma Lebbe Marikkar Notaris Abdul Kuddus Marikkar, Dikwella

Deputy Fiscal's Office,
Matara, July 15, 1926.

E. T. GOONEWARDENE,
Additional Deputy Fiscal.

DISTRICT AND MINOR COURTS NOTICE.

NOTICE is hereby given that a suit has been instituted in the Court of Requests of Ratnapura by Cadirawel Kangany, for himself and on behalf of his gang of ten coolies, labourers of Colombugama estate, against the proprietor or proprietors thereof, under the Ordinance No. 13 of 1889, for the recovery of his wages and that of his gang of ten coolies, all amounting to Rs. 91.86.

July 7, 1926.

D. C. P. GUNASEKERA,
Chief Clerk.

NOTICES OF INSOLVENCY.

In the District Court of Colombo.

No 3,632. In the matter of the insolvency of S. Velupillai of 14, Grandpass road, Colombo.

WHEREAS S. Velupillai has filed a declaration of insolvency, and a petition for the sequestration of his estate has also been filed by S. Paulis Silva of Katana, under the Ordinance No. 7 of 1853: Notice is hereby given that the said court has adjudged the said S. Velupillai insolvent accordingly; and that two public sittings of the court, to wit, on August 31, 1926, and on September 14, 1926, 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, A. E. PERERA,
Colombo, July 19, 1926. for Secretary.

In the District Court of Colombo.

No. 3,633. In the matter of the insolvency of A. S. Brouwer of 48, De Soysa's garden, Kotahena.

WHEREAS A. S. Brouwer has filed a declaration of insolvency, and a petition for the sequestration of his estate has also been filed by A. Karunaratne of Dematagoda, under the Ordinance No. 7 of 1853: Notice is hereby given that the said court has adjudged the said A. S. Brouwer insolvent accordingly; and that two public sittings of the court, to wit, on August 31, 1926, and on September 14, 1926, 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, July 17, 1926. Secretary.

In the District Court of Colombo.

No. 3,367. In the matter of the insolvency of James Walter Sukirtham Cooke of Fuller's Road, 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 August 3, 1926, for proof of claim of C. Bernard de Silva.

By order of court, A. E. PERERA,
Colombo, July 21, 1926. Secretary.

In the District Court of Colombo.

No. 3,634. In the matter of the insolvency of M. Albert Perera of 4, Main street, Colombo.

WHEREAS M. Albert Perera has filed a declaration of insolvency, and a petition for the sequestration of his estate has also been filed by B. D. B. Perera of Hulftsdorp, under the Ordinance No. 7 of 1853: Notice is hereby given that the said court has adjudged the said M. Albert Perera insolvent accordingly; and that two public sittings of the court, to wit, on August 31, 1926, and on September 14, 1926, 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, July 17, 1926. Secretary.

In the District Court of Colombo.

No. 3,635. In the matter of the insolvency of S. A. Shahul Hameedo and S. A. Adumay, carrying on business under the vilasam of Savanna Ana at Gampola and Prince street, Pettah.

WHEREAS S. A. Shahul Hameedo and S. A. Adumay have filed a declaration of insolvency, and a petition for the sequestration of their estate has also been filed by M. S. Shahul Hameedo of Pettah, under the Ordinance No. 7 of 1853: Notice is hereby given that the said court has adjudged the said S. A. Shahul Hameedo and S. A. Adumay insolvents accordingly; and that two public sittings of the court, to wit, on August 31, 1926, and on September 14, 1926, 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, P. DE KRETZER,
Colombo, July 17, 1926. Secretary.

In the District Court of Negombo.

No. 170/L. In the matter of the insolvency of Seena Nawanna Muna Assan Mohideen of Minuwangoda.

NOTICE is hereby given that the second sitting of this court in the above matter will take place on August 24, 1926, for the examination of the insolvent.

By order of court, C. EMMANUEL,
Negombo, July 15, 1926. Secretary.

In the District Court of Negombo.

No. 178/L. In the matter of the insolvency of Omer Hossen Bhai of 70, Main street, Negombo.

NOTICE is hereby given that the first sitting of this court in the above matter has been adjourned to August 6, 1926.

By order of court, C. EMMANUEL,
Negombo, July 15, 1926. Secretary.

In the District Court of Kalutara.

No. 184. In the matter of the insolvency of Wattantrige Philippu Alwis of Paranakade in Beruwala.

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 September 22, 1926, for the purpose of considering the grant of a certificate of conformity to the insolvent.

By order of court, R. MALALGODA,
Kalutara, July 15, 1926. Secretary.

In the District Court of Kalutara.

No. 187. In the matter of the insolvency of Bennett Francis Abeyasekara of Kalutara.

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 July 30, 1926, for the insolvent to file an amended balance sheet.

By order of court, R. MALALGODA,
Kalutara, July 16, 1926. Secretary.

In the District Court of Kalutara.

No. 190. In the matter of the insolvency of Kosmapatabendige William Dalpatadu of Kalutara.

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 September 14, 1926, for the purpose of considering the grant of a certificate of conformity to the insolvent.

By order of court, R. MALALGODA,
Kalutara, July 17, 1926. Secretary.

In the District Court of Kalutara.

No. 198. In the matter of the insolvency of Samsadeen Marikar Mohamed Amir of Kalutara.

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 August 17, 1926, for appointment of an assignee.

By order of court, R. MALALGODA,
Kalutara, July 19, 1926. Secretary.

In the District Court of Kandy.

No. 1,682. In the matter of the insolvency of Alfred Edward Wickremasinghe of Trincomalee street, Kandy.

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 October 1, 1926, to consider the granting of a certificate of conformity to the above-named insolvent.

By order of court, P. MORTIMER,
Kandy, July 17, 1926. Secretary.

In the District Court of Galle.

No. 556. In the matter of the insolvency of Ambalangodage Charles de Silva of Peraliya.

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 September 3, 1926, for the award of a certificate to the insolvent.

By order of court, C. W. GOONEWARDENE,
Galle, July 16, 1926. Secretary.

In the District Court of Matara.

Insolvency In the matter of the insolvency of Manage John No. 29 Nanayakkara of Front street, Fort, 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 August 31, 1926, for the purpose of considering the grant of a certificate of conformity to the insolvent.

By order of court, E. C. DIAS,
Matara, July 15, 1925. Secretary.

In the District Court of Kurunegala.

Insolvency In the matter of the insolvency of Sana Jurisdiction Neyana Seyadu Mustapha of Kurunegala. No. 87.

NOTICE is hereby given that the second sittings of this court in the above matter is adjourned to August 13, 1926.

By order of court, GERALD E. DE ALWIS,
Kurunegala, July 16, 1926. Secretary.

NOTICES OF FISCALS' SALES.

Western Province.

In the District Court of Colombo.

T. N. R. M. Vellayappa Chetty, Sea street,
Colombo Plaintiff.

No. 14,790. Vs.

(1) A. J. Perera, Muhandiram, Kandana, (2) S. Thiagarajah of Fort, Colombo Defendants.

NOTICE is hereby given that on the under-mentioned dates will be sold by public auction at the respective premises the right, title, and interest of the said 1st defendant in the following property for the recovery of the sum of Rs. 1,000, with legal interest thereon from February 6, 1925, till payment in full, and cost of suit, viz. :—

On Monday, August 30, 1926, at 10 A.M.

1. The land called Parabodakosgahawatta and Kosgahawatta, situated at Kandana in the Ragam pattu of the Alutkuru korale, in the District of Colombo, Western Province; and bounded on the north by land of Domingo Coorey Appuhamy, east by high road to Negombo, south by land of Velunge Nicholas Appoo, and on the west by land of Moderage Phillippu Perera and others and the land of Gabriel Dias, Vidane Arachchi; containing in extent 2 acres and 19½ perches, together with buildings bearing assessment Nos. 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373. Registered under B 163/64.

On the same Day at 10.30 A.M.

2. All that divided ½ part of a garden called Millagahawatta, situated at Kandana aforesaid; which said ½ part is bounded on the north by the garden of Juanis Coorey Appuhamy, Livistina Hamy, and Domingo Coorey Appuhamy; east by the garden of Migel Mendis, Vidane Arachchi, and Domingo Coorey Appuhamy; south by the other ½ part of this garden of Don Phillippu Muhandiram, deceased; and west by the high road, 26 feet wide; containing in extent 2 square roods and 25 98/100 square perches, together with the buildings thereon bearing assessment Nos. 190, 191, 192. Registered under 163/65.

On the same Day at 11 A.M.

3. The land formed of the portions of Thalagahawatta, Gorakagahawatta, Higgahawatta, Kongahawatta, and Kahatagahawatta, now forming one land, situated at Kandana aforesaid; and bounded on the north by the boundaries of the lands of Kanugalawattage Girigoris Perera, Kahandawitegamage Puralis Perera and others, Ponweera Aratchige Saviel Appuhamy, and of the estate of the late Isaac Perera Appuhamy, east by land in the name of Saviel Rodrigo Vidanerala, by the boundaries of the lands of Kurappu Aratchige Ablinu Rodrigo and Elaris Perera Muhuppu; south by lands of Kurappu Aratchige Simon Rodrigo, by the boundaries of the lands of Elaris Perera Muhuppu and Simon Appoo and others; and on the west by the lands of Pasquel Aratchige Jusey Appoo, and by lands of Kanugalawattage Girigoris Perera and Kahandawelagamage Puralis Perera and others; containing in extent about 10 acres, with the substantially built tiled house and other buildings standing thereon. Registered under B 73/165.

On the same Day at 11.30 A.M.

4. All that land comprised of the contiguous allotments called Diaporagaha *alias* Dawatagahakumbura, Weralugahawatta, Weralugahawatta, Dawatagahawatta, Dawatagahakumbura, Dawatagahakumbura, Dawatagahakumbura, Kahatagahawatta, Kahatagahawatta, and its adjoining Delgahawatta, Dawatagahakumbura, and Delgahawatta, situated at Kale-eliya, Weligampitiya, Rillaulla, and Kandana in Ragam pattu aforesaid, and depicted as such one land in plan No. 1,857 dated July 29, 1918, made by H. G. E. Perera, Licensed Surveyor; bounded on the north

by the land and field of K. Jokinu Perera; north-east by field and owita of Jayasooriya Aratchige Don Carolis, Peace Officer, and others, and land belonging to the estate of late Gabriel Daberera; east by lands of Amaratunga Aratchige Joranis Perera and Amaratunga Aratchige Marthinu Perera; south by land of Don Stephen Samaranayake, Vel-Vidane, and by field of Jayasooriya Aratchige Don Hendrick Appohamy and Victoriyanu Sovis; and west by lands of Uswatteliyanage John Perera Jayasinghe, waille, and field of O. Elaris Perera and others; containing in extent 16 acres and 38 perches, with the fibre mill and other buildings standing thereon. Registered under B/175/246.

On the same Day at 1 P.M.

5. The portion of the land called Millagahawatta, situated at Kandana aforesaid; and bounded on the north by the portion of this land belonging to Simon Rodrigo Appohamy, and on the east by the ditch of the land belonging to Jusey Mendis Abeyesekera, on the south by the live fence of the portion of this land belonging to Hettige Carolis Perera, and on the west by the high road; and containing in extent within these boundaries 1 rood more or less. Registered B 41/106.

On the same Day at 1.30 P.M.

6. An undivided 1/10 part of Millaahawatta, situated at Kandana aforesaid; and bounded on the north by a portion of this land allotted to Don Lorenzu Appohamy, on the east by the land belonging to Kalapugamage Domingo Coorey and Millagahawatta, on the south by the land belonging to Jacolis Perera, and on the west by Government high road; and containing in extent 5 kūrūnies of paddy sowing. Registered B 41/106.

On the same Day at 2 P.M.

7. A portion of Millagahawatta, situated at Kandana aforesaid; and bounded on the north by the live fence of a portion of land belonging to Simon Rodrigo, on the east by the ditch of the land belonging to Jusey Mendis Abeyesekera, on the south by a portion of this land belonging to Walpita Kankanamalage Agida Perera, on the west by high road; and containing in extent 1 rood more or less. Registered B 41/106.

On the same Day at 2.30 P.M.

8. The portion of land called Millagahawatta, situated at Kandana aforesaid; and bounded on the north by a portion of this land belonging to Simon Rodrigo Appohamy, on the east by a portion of the land belonging to Jusey Mendis Abeyesekera Appohamy, on the south by land belonging to J. P. Amaratunga Muhandiram, on the west by the high road to Negombo; and containing in extent within these boundaries 1 rood and 14 perches. Registered B 41/106.

On the same Day at 3 P.M.

9. An undivided 1/12 part of the land called Dawatagahawatta, situated at Nagoda aforesaid; and bounded on the north by the live fence on the boundary of a portion of this land belonging to Kerewgodage Don Manuel Appoo, on the east by the live fence of the land belonging to Kankanige Don Cornelis Anthony, on the south by the dewata road, on the west by the high road; and containing in extent within these boundaries 27.32 perches. Registered B 167/168.

On the same Day at 3.30 P.M.

10. The land called Ambaghawatta *alias* Gorakagahawatta, situated at Kandana aforesaid; and bounded on the north and east by a portion of this land belonging to M. Francisku Perera, on the south and west by lands belonging to A. J. Perera Amaratunga, Muhandiram; and containing in extent within these boundaries 5½ perches more or less. Registered B 188/238.

On the same Day at 4 P.M.

11. The portion of the land called Ambagahawatta, situated at Kandana aforesaid; and bounded on the north by the land belonging to Elaris Perera and others, and on the east by land belonging to Dona Dominga and owite belonging to Elaris Perera, on the south by the ditch and owite and field belonging to James Perera, and on the west by the field belonging to K. Carolis Rodrigo and others and ditch or land; and containing in extent within these boundaries, 8 acres. Registered B 73/169.

On Tuesday, August 31, 1926, at 1 P.M.

12. The portion of the land called Dawatagahawatta, situated at Kandana aforesaid; and bounded on the north by land belonging to T. Pedru Perera and Owitegala, on the east and south by lands belonging to A. Lorensu Perera, on the west by lands belonging to J. Don Girigoris; and containing in extent 2 acres more or less. Registered B 73/179.

On the same Day at 1.30 P.M.

13. A portion of Diyaporagaha *alias* Dawatagahakumbura, situated at Weligampitiya or Kala-eliya in the Ragam pattu of the Alutkuru korale; and bounded on the north by the waille used as a road, on the east by the limitary dam of the field belonging to Don Stephen Samaranayake, on the south by field belonging to D. S. Samaranayake and land belonging to Victoriya Sovis, on the west by land belonging to John Perera Jayasinghe and U. L. Paulu Perera; and containing in extent $\frac{1}{2}$ acre more or less. Registered 106/111.

On the same Day at 2 P.M.

14. The portion of the land called Ambagahawatta, situated at Kandana aforesaid; and bounded on the north and east by land belonging to Daniel Rodrigo and others, on the south by ditch of the field, on the west by land belonging to Lawrenthi Rodrigo and Mawnis Rodrigo; and containing in extent 1 acre. Registered B 73/171.

On the same Day at 2.30 P.M.

15. A portion of Dawatagahakumbura, situated at Weligampitiya aforesaid; and bounded on the north by the ditch of the land belonging to Kosman Naide, on the east by the field belonging to J. Don Isaac, on the south by the ditch of the land belonging to J. Don Isaac, on the west by the dam of the field belonging to K. Bastian Rodrigo; and containing in extent within these boundaries 7 beras of paddy sowing more or less. Registered B 73/172.

On the same Day at 3 P.M.

16. The portion of land called Kahatagahawatta, situated at Kandana aforesaid; and bounded on the north by land belonging to P. Don Savariel, on the east, south, and west by land belonging to J. Don Stephen Samaranayake, Police Headman; and containing in extent within these boundaries 1 acre more or less. Registered B 73/180.

Fiscal's Office,
Colombo, July 21, 1926.

R. O. DE SARAM,
Deputy Fiscal.

In the District Court of Colombo.

Tetley & Whitley, Limited Plaintiffs,

No. 16,668. Vs.

(1) Oduma Lebbe Marikar Ahamado Lebbe Marikar,
(2) Oduma Lebbe Marikar Noordeen, carrying on business at Nos. 11 and 12, Third Cross street, Pettah, Colombo, under the name, style, and firm of O. L. M. Ahamado Lebbe Marikar Defendants.

NOTICE is hereby given that on Wednesday, August 18, 1926, at 3 P.M., will be sold by public auction at Nos. 11 and 12, Third Cross street, Pettah, Colombo, the following movable property for the recovery of the sum of Rs. 3,081.35, with further interest on Rs. 2,994.91 at 9 per cent. per annum from June 24, 1925, till date of decree, November 10,

1925, and thereafter on the aggregate amount of the decree at the rate of 9 per cent. per annum till payment in full, and costs of suit, less Rs. 1,575, viz. :—

20 barrels nails	2 balances
150 spades	1 copying press
75 iron bends	50 brass taps
5 tins paint	350 packets blue
400 packing sheets	70 large and small iron
20 saws	tyres
1 roll machine belting	1 large glass almirah
30 loose rolls machine belt-	1 small glass almirah
ing	1 writing table
10 boxes nuts	1 armchair
10 large iron pipes	3 large scissors
40 small iron pipes	1 large balance with
8 chamber pots	weights
2 boxes blue	2 vices
12 large zinc wires	25 oil cans
8 tins nuts	1 small iron safe
25 iron tees	6 paint brushes
1 pumping machine	50 loose rolls asbestos
3 turning saws	packing
25 brass rods	12 iron bearings
75 packets screw nails	

Fiscal's Office,
Colombo, July 21, 1926.

R. O. DE SARAM,
Deputy Fiscal.

In the District Court of Colombo.

A. L. S. T. A. L. Veerappa Chetty of Sea street,
Colombo Plaintiff

No. 18,495. Vs.

D. J. R. Goonewardene of Waga Defendant.

NOTICE is hereby given that on Tuesday, August 24, 1926, will be sold by public auction at the respective premises the right, title, and interest of the said defendant in the following property for the recovery of the sum of Rs. 1,446.70 with further interest on Rs. 1,250 at 18 per cent. per annum from December 8, 1925, till date of decree (May 13, 1926), and thereafter on the aggregate amount of the decree at the rate of 9 per cent. per annum till payment in full, and costs of suit, viz. :—

At 1 P.M.

1. The northern portion of Pusweldangarelandawatta, situated at Kosgama, in the Udugaha pattu of Hewagam korale, in the District of Colombo, Western Province; and bounded on the east by the water-course, south by a portion of the same land belonging to D. H. Wijesekera, on the west by Moragahawatta belonging to Weligamage Migonis and others, and the garden belonging to Mudumkotuwage Jalis, and on the north by Pusweldangarewatta; and containing in extent 35 acres more or less.

At 1.30 P.M.

2. The land called Rukgahaliyadda, together with the tiled house standing thereon, situated at Kosgama aforesaid; and bounded on the east, west, and north by lands belonging to D. H. Wijesundara, and on the south by high road; containing in extent 1 bushel of paddy sowing more or less, and the tiled house standing thereon.

At 2 P.M.

3. The land and field called Mirisgahawatta, situated at Kosgama aforesaid; and bounded on the east by Pusweldangarewatta and the land belonging to Pathirage Porlentinahamy, on the south by the garden belonging to Weligamage Migonis and others, on the west by Miriswatta belonging to S. Paulu Silva and others, and on the north by high road; containing in extent 6 bushels of paddy sowing more or less.

Fiscal's Office,
Colombo, July 21, 1926.

R. O. DE SARAM,
Deputy Fiscal.

In the District Court of Colombo.

S. K. R. A. A. R. Ramasamy Chetty of Sea street,
Colombo Plaintiff.
No. 19,282. Vs.

(1) Thomas A. de Mel and (2) Clara M. de Mel, both of
Greenlands road, Bambalapitiya, Colombo. Defendants.

NOTICE is hereby given that on Friday, August 27, 1926, at 2 P.M., will be sold by public auction at the premises, the right, title, and interest of the said defendants in the following property, for the recovery of the sum of Rs. 3,718.75, with further interest on Rs. 3,500 at 15 per cent. per annum from March 4, 1926, till date of decree (April 1, 1926), and thereafter on the aggregate amount of the decree at 9 per cent. per annum till payment in full, and costs of suit (bill not taxed yet), viz. :—

An undivided $\frac{1}{3}$ part or share of all that garden and of the buildings standing thereon, bearing assessment Nos. 47 and 48, situated at Kochchikade, in Pettah Ward, within the Municipality and District of Colombo, Western Province; and bounded on the north by the house and garden of Francisco Silva, east by the garden of Philippu Brito, on the south by the other part of the garden of Francisco Mareda, and on the west by Sea street, now called Kochchikade street; in extent 1 rood and $5\frac{44}{100}$ perches.

Fiscal's Office,
Colombo, July 21, 1926.

R. O. DE SARAM,
Deputy Fiscal.

In the District Court of Colombo.

M. S. O. Mayandy Chetty of Sea street, Colombo. Plaintiff.
No. 20,242. Vs.

(1) S. N. Mohamed Meera Ossin, (2) Sanmugam Kandasamy Pillai, (3) M. N. M. Mohamed Abdul Cader, (4) S. N. Naina Mohamed Lebbe, (5) N. R. Rawoother Naina, and (6) V. K. Seenii Mohamed Rawoother, all of Old Butcher street, Colombo, carrying on business in partnership, under the name, style, and firm of S. N. Naina Mohamed & Sons Defendants.

NOTICE is hereby given that on Wednesday, August 25, 1926, at 3 P.M., will be sold by public auction at the premises the right, title, and interest of the said defendants in the following property for the recovery of the sum of Rs. 4,521.75, with interest thereon at 9 per cent. per annum from June 18, 1926, till payment in full, and costs, viz. :—

All that land with the buildings thereon, bearing assessment Nos. 51 to 62, situated at Gintunpitiya street, within the Municipality and District of Colombo; bounded on the north by Gintunpitiya street, south by the property known as Kopyawatta belonging to Mr. Thomas Rodrigo of Panadure, east by the property belonging to E. Alagaram Fernando, and on the west by the land belonging to Supramaniam Kovil; containing in extent about 1 acre.

Fiscal's Office,
Colombo, July 21, 1926.

R. O. DE SARAM,
Deputy Fiscal.

In the Court of Requests of Colombo.

Ambegoda Liyana Aratchige Don Cornelis Appuhamy
of Kalubowila in Palle pattu of Salpiti korale. Plaintiff.
No. 22,928. Vs.

Dehigaspiyage Don Cornelis of Kalubowila afore-
said Defendant.

NOTICE is hereby given that on Thursday, August 26, 1926, 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. 57.03, with interest thereon at 16 per cent. per annum from June 11, 1925, till July 16, 1925, and thereafter legal interest at 9 per cent. per annum on the aggregate amount of the decree and costs of suit Rs. 29.85, to wit, Rs. 16.25 being costs incurred, and Rs. 13.60 fees prospective, viz. :—

All that lot marked "C" of Ambegahawatta, situated at Kalubowila, in the Palle pattu of Salpiti korale, in the District of Colombo, Western Province; and bounded on the north by a portion of the same land now of G. David and P. Hendrick Dias, east by portions of the same land

belonging to Palliyage people, south by road reservation, and on the west by lot "D"; containing in extent 2 roods and $35\frac{34}{100}$ perches, together with everything standing thereon.

Fiscal's Office,
Colombo, July 21, 1926.

R. O. DE SARAM,
Deputy Fiscal.

32 R 8 / In the District Court of Colombo.

Liyanage Ramnalhamy of Karagampitiya, in Palle
pattu of Salpiti korale, administratrix of the estate
of the late Karunakarage Bastian de Silva,
deceased Plaintiff.

No. 47,341. Vs.

G. Peiris Silva of Karagampitiya and another. Defendants.

L. Rammalhamy of Karagampitiya Petitioner.

G. Amalia Mendis and 2 others, all of Karagam-
pitiya Respondents.

NOTICE is hereby given that on Monday, August 23, 1926, will be sold by public auction at the respective premises the right, title, and interest of the said petitioner in the following property for the recovery of the sum of Rs. 469 being taxed costs of the 3rd respondent, viz. :—

At 3 P.M.

1. All that lot marked E from and out of the land bearing No. 53 called Apothecariawatta and of the buildings thereon, situate at Dehiwala, in the Palle pattu of Salpiti korale, in the District of Colombo, Western Province; bounded on the north by lot No. 48, east by part of same land marked D, south by lot No. 54, west by part of same land marked F, in extent 2 roods and $7\frac{5}{100}$ perches.

At 3.30 P.M.

2. All that lot marked F out of the lot No. 53 of Apothecariawatta with the buildings thereon, situated at Dehiwala aforesaid; bounded on the north by lot No. 47, east by part of the same land marked E, south by lot No. 54, and west by lot No. 52; in extent 2 roods and $7\frac{1}{2}$ perches.

Fiscal's Office,
Colombo, July 21, 1926.

R. O. DE SARAM,
Deputy Fiscal.

Central Province.

In the District Court of Kandy.

Howland Samuel Rasiah, Judicial Medical Officer,
Kandy Plaintiff.

Emily Rasammal Rasiah, executrix of the estate of
H. S. Rasiah, deceased Substituted Plaintiff.

No. 30,197. Vs.

(1) Walter Molegoda and another, both of Katugas-
tota Defendants.

NOTICE is hereby given that on August 23, 1926, commencing at the hours specified below, will be sold by public auction at the respective premises, the right, title, and interest of the said defendants in the following property, viz. :—

Sale on August 23, 1926, commencing at 10 A.M.

1. All that field called Mahamuttettuwekumbura of 16 lahas of paddy sowing in extent, situated at Helamada, in Gandolaha pattuwa of Beligel korale, in the District of Kegalla, Province of Sabaragamuwa; and bounded on the east by Belipandura or Elawella in Kosunumuwekumbura, on the south by the inniyara of Bendurupolakumbura, on the west by the inniyara of Heenisikumbura, and north by inniyara of Denakumbura.

2. All that field called Walabakmiyekumbura of 2 pelas of paddy sowing in extent, situated at Helamada aforesaid; and bounded on the east by the inniyara of Godabittarapelakumbura, south by the inniyara of Ambalankumbura, west by Gaswetiya of Paluwelakumbura, and north by the inniyara of Pahalagodabittarapela.

3. All those contiguous fields called Kongahamulakumbura and Jambugahamulakumbura, both of 1 amunam of paddy sowing in extent, situated at Helamada aforesaid; and are together bounded on the east by the inniyara of Bandarapolakumbura, south by the inniyara of Mulwakadaliyadda, west by inniyara of Newgalayagekumbura, and north by iwura and endaru fence.

4. All that field called Kosgahakumbura of 3 pelas of paddy sowing in extent, situated at Helamada aforesaid; and bounded on the east by ela, south by inniyara of Kumbukgahamulakumbura, west by ellawella of Singakuttigekumbura, and north by inniyara of Muguregahakumbura.

5. All that field called Deenakumbura of 12 lahas of paddy sowing in extent, situated at Helamada aforesaid; and bounded on the east by inniyara of Kosunumuwa, south by inniyara of Mahamuttettuwa, west by fence of Godagewatta and by stone, and north by the inniyara of Ambalawekumbura.

Sale on August 23, 1926, at 2 P.M.

6. All that field called Deldandawekumbura of 18 lahas of paddy sowing in extent, situated at Pitawela in Gandolahe pattuwa aforesaid; and bounded on the east by Heenne-Niyara of the eastern 12 lahas of this field sold to Kahagolle-Setuhamy, south by iwura, west by inniyara of Pinkumbura, and north by elawella.

Sale on August 23, 1926, commencing at 3 P.M.

7. All those contiguous lands called Galpottagawahena and Paragahamulahena (now garden), both of 12 lahas of paddy sowing in extent, situated at Godapola in Gandolah pattuwa aforesaid; and are together bounded on the east by Attanagodagewatta, south by Appuhamy Vedarala's chena, west by Pinhamy Aratchila's chena, and north by Attanagodagehena, together with all the plantations and everything standing thereon.

8. All that northern $\frac{1}{2}$ share in extent 2 nellies of kurakkan sowing, out of the land called Ungoppugewatta of 4 nellies of kurakkan sowing in extent, in the whole, situated at Godapola aforesaid; which said northern $\frac{1}{2}$ share is bounded on the east by old road, south by limit of the remaining portion of this land, west by, limit of Galpottahena, and north by wela.

To recover a sum of Rs. 7,228, with interest thereon at 9 per cent. per annum from September 15, 1922, till payment and costs, Rs. 201.10, less Rs. 5,000.

Deputy Fiscal's Office, S. DE SILVA,
Kegalla, July 20, 1926. Additional Deputy Fiscal.

In the District Court of Kandy.

S. P. E. M. R. M. Sundaram Pulle of Brownrigg street,
Kandy Plaintiffs.

No. 34,101. Vs.

(1) Walter Perera of Peradeniya road, Kandy, (2) B. D. C. Perera of Peradeniya road, Kandy Defendants.

NOTICE is hereby given that on Friday, August 13, 1926 commencing at 12 noon, will be sold by public auction at Mulgampola and Kiribathkumbura brick kilns, the right, title, and interest of the said 2nd defendant in the following property for the recovery of the sum of Rs. 3,000, with interest thereon at the rate of 9 per cent. per annum from July 2, 1926, till payment in full and poundage, viz. :—

About 200,000, at Mulgampola brick kiln of Mr. B. D. C. Perera.

About 100,000, at Kiribathkumbura brick kiln of Mr. B. D. C. Perera.

Fiscal's Office, A. RANESINGHE,
Kandy, July 16, 1926. Additional Deputy Fiscal.

Southern Province.

In the District Court of Galle.

(1) Walker Sons & Co., Limited, and others Plaintiffs.

No. 23,154. Vs.

O. S. K. Abdul Majeed of Kotuwegoda, Matara . . Defendant.

NOTICE is hereby given that on Saturday, August 14, 1926, at 10 o'clock in the forenoon, will be sold by public auction at the bus stand, opposite the Police Station, Matara, the right, title, and interest of the said defendant in the following property for the recovery of Rs. 1,075.26 with interest at 12 per cent. per annum on Rs. 537.63 from September 15, 1925, and on the remaining Rs. 537.63 from October 15, 1925, viz. :—

(1) One G. M. C. Motor bus bearing No. L 187.
(2) One Graham Brothers motor bus bearing No. L 275.

Deputy Fiscal's Office, E. T. GOONEWARDENE,
Matara, July 20, 1926. Deputy Fiscal.

North-Western Province.

In the District Court of Colombo.

(1) Clara Prins de Saram of Kandy, spinster, administratrix *de bonis non* (with will annexed) of the estate of the late David Ernest de Saram, deceased, (2) Edith Aimee Grenier de Saram, wife of (3) Stanley Frederick de Saram, both of Colombo, (4) Maud de Saram of Colombo, presently of Kandy, widow, (5) Jessie Watson of Kandy, presently in Bangalore, spinster, (6) Isa Sargent, wife of (7) John Denys Sargent, both of Kandy Plaintiffs.

No. 16,087. Vs.

(1) Richard Louis de Fonseka Pieris of 19, Upper Chatham street, Fort, Colombo, and (2) John Wilson, and (3) Samuel Jebaratnam Christian Kadirgamar, both of 87, Dam street, Hulftsdorp, Colombo, executors of the last will and testament of Richard Stewart Pieris late of Colombo, deceased, (4) Richard Louis de Fonseka Pieris of 19, Upper Chatham street, Fort, Colombo, and (5) George Benjamin Ekanayake of St. Thomas's College Mount Lavinia, proving and acting executors of the last will and testament of Adeline Winifred Pieris, late of Colombo, deceased, (6) Nelson Simon Peter de Silva of 174, Baseline road, Colombo, (7) O. A. O. K. M. R. M. Letchimanan Chetty of Sea street, Colombo, (8) Charles Pieris of the Durdans, Colpetty, Colombo, (9) George Theobald Pieris of Trelawney, Colpetty South, Colombo Defendants.

NOTICE is hereby given that on Saturday, August 21, 1926, at 1 o'clock in the afternoon, will be sold by public auction at the premises, by virtue of the order to sell issued in the above-styled action, the right, title, and interest of the above-named Richard Stewart Pieris and of the 1st, 2nd, and 3rd defendants as executors of his will, and of the above-named Adeline Winifred Pieris and of the 4th and 5th defendants, as executors of her will, and of the 6th, 7th, 8th, and 9th defendants, in the following mortgaged property ordered to be sold by the decree dated October 21, 1925, entered in the said action, viz. :—

Schedule.

All that and those the estate plantations and premises called and known as Moragalla, comprising the following allotments of land, to wit :—

1. All that allotment of land called Moragollamukalana, situated in the village Tiragama in Tiraganaha korale of Weudawili hatpattu, in the District of Kurunegala, North-Western Province; bounded on the north-east by a path and Bunwalahenyaya claimed by Panchirala and others, south-east by Dambahenyaya claimed by Kalu Nitto and others, and Bunmalahenyaya claimed by Panchirala and

others, south-west and north-west by Crown land called Moragollekulalana; containing in extent 3 roods and 17 perches according to the survey and description thereof, No. 146,149 dated August 27, 1888, and authenticated by Lieut.-Col. F. C. H. Clarke, R.A., Surveyor-General.

2. All that allotment of land called Moragollekulalana, situated in the village Tiragama aforesaid; bounded on the north by land described in plan No. 68,157, north-east by land claimed by Giminchii; east by lands claimed by Rana and Bandi, south-east by lands claimed by Badi Balaya and Kalunaide, south by lands claimed by Balaya Kowa Mahammatu Kasim Badi, Unga, Ukku, and Kirinaide, south-west by a path, west by Crown land; containing in extent 90 acres and 1 rood according to the survey and description thereof No. 129,136 dated December 4, 1883, and authenticated by J. Stoddart, Esq., Acting Surveyor-General.

3. All that allotment of land called Moragollekele, situated in the village Tiragama aforesaid; bounded on the north by land described in plan No. 129,136 and a water-course, east by Moragolle estate and Moragollekele claimed by R. S. Peiris, south by Warakapolayagoda claimed by Kalu Naide Weda and Siripala, land described in plan No. 173,961, Batapottamulla, claimed by Kalunaide and another, and Menorihena claimed by Kalunaide, west by lands described in plans Nos. 173,960 and 129,136, containing in extent 12 acres and 1 rood according to the survey and description thereof No. 173,962 dated April 27, 1897, authenticated by F. H. Grinlinton, Esq., Surveyor-General.

4. Three allotments of land called Dangahamullahena and Karangahamullahena, situated in the village Tiragama aforesaid; bounded on the north by lands described in plans Nos. 129,136 and 173,962, east by land described in plan No. 173,962 and Menerihena claimed by Kalunaide, south by Palkadehena claimed by Kirinaide and Alipitahena claimed by Mohotti Appu, west by Alipitahena claimed by Mohotti Appu and land described in plan No. 129,136; containing in extent 5 acres 1 rood and 26 perches according to the survey and description thereof No. 173,960 dated April 27, 1897, authenticated by the said F. H. Grinlinton.

5. All that allotment of land called Moragollahena, situated in the village Tiragama aforesaid; bounded on the south by Thalawela claimed by Sendiriya and others, and on all other sides by land described in plan No. 173,962; containing in extent 1 acre 1 rood and 30 perches according to the survey and description thereof No. 173,961 dated April 27, 1897, authenticated by the said F. H. Grinlinton.

6. The portion of land towards the northern side of 2 lahas kurakkan sowing of all that Bulugahamullahena of 1 timba kurakkan sowing, Navasigahamullawatta of 2 measures kurakkan sowing, Kolongahamullahena of 1 laha kurakkan sowing, and a just $\frac{1}{2}$ share of Kolongahamullahena (erroneously written as Polgahamullahena) of 2 lahas kurakkan sowing, all adjoining each other and now form one property, situated at Damunugodde in Tiragandahaye korale aforesaid; bounded on the north by the limit of Siripala Vidane's chena, east by Lolugahakumbura, Elawela, and the fence of Pansalawatta, south by the fence of the portion of Bulugahamullahena belonging to Palee, west by the property of Richard Stewart Peiris.

7. Land called Rambuppottemullahena *alias* now watta of 15 lahas paddy sowing, situated at Bogomuwa, in Tiragandahaye korale aforesaid; bounded on the north by the limit of the chena belonging to the temple, east by Aratchchilla's chena, south by the limit of Kirihami's chena, and west also by Kirihami's chena.

8. Land called Kolahitiyawehena of about 9 measures kurakkan sowing, situated at Tiragama aforesaid; bounded on the north by the village belonging to the temple, on the east by the limit of the chena belonging to Unga and Puchi Naide, south by Ukku's chena, and south-west by Moragolla estate.

9. Land called Kolahitiyawepillawa of about 3 measures kurakkan sowing, situated at Tiragama aforesaid; bounded on the north, south, and west by the Moragolla estate belonging to Richard Stewart Peiris, east by the field.

10. Land called Mahaboliaddepillawa of about 1 measure kurakkan sowing, situated at Tiragama aforesaid; bounded on the north and west by the estate of Richard Stewart Peiris, east by the limit of the pillewa belonging to Gunanbi and Siripala; south by the field.

11. Land called Makullagahamullahena of about 6 lahas kurakkan sowing, situated at Tiragama aforesaid; bounded on the north by Pucha's chena, east by Mudiense's chena, south by Ukkua's chena, and on the west by Moragolla estate.

12. Land called Kongahalawella Ambagahamullahena of about 1 timba of kurakkan sowing, situated at Nailiya at Tiragandahaye korale aforesaid; bounded on the north by the cart road to Moragolla estate, east by the cart road to Rockcave estate, south by the ela adjoining to the estate of R. S. Peiris, west by the estate of R. S. Peiris.

13. Land called Kolahitiyahena of about 3 pelas paddy sowing, situated at Tiragama aforesaid; bounded on the north by Nailiyegamima, east by Bogomuwegamima, south by the limit of Kanua Aratchchilla's chena, west by the limit of Sirimalla's chena.

14. Land called Galahitiyawepillewa of about 4 measures of kurakkan sowing, situated at Tiragama aforesaid; bounded on the north, south, and west by the estate of Richard Stewart Peiris, and east by the field.

15. Land called Thibbotuwakumburehena of about 5 lahas of kurakkan sowing, situated at Tiragama aforesaid; bounded on the north by the chena of Kalnaide and Ukku, east by the hedge of pillewa, south by the chena of Rankiri and Pina, now the chena of R. S. Peiris, and west by Moragolla estate.

16. All that land called Polhitiyawekumbura, situated at Tiragama aforesaid; bounded on the north by Ranagekumburenniara, east by inniara of Kapuralagekumbura, south by Pinkumbura, west by pillewa.

17. All that land called Wepitiyehena, situated at Thorawatura in Tiragandahaye korale, containing 115 feet in length and 14 feet in breadth and the adjoining Havenekumbura and pillewa; containing 513 feet in length and 14 feet in breadth; bounded on the north by the field and pillewa of Ahugodde Aratchchilla, east by the road to Moragolla estate, south by the Wepitiyehena and the remaining portions of Havenekumbura and pillewa, west by the road to Rambukkana; containing in extent 628 feet in length and 14 feet in breadth.

18. An undivided $\frac{1}{2}$ part or share of and in all that land called Kekirihena of about 2 lahas kurakkan sowing, situated at Damunugoda aforesaid; bounded on the north by Ukku Naide's chena, east by Siripala Vidane's chena, south by Mada's chena, and west by Pucha's chena.

19. All that land called Bulugahamullahena, situated at Thorawatura aforesaid; containing 900 feet in length and 14 feet in breadth (now cut as a new road to Moragolla estate); bounded on the north and south by the remaining portion of this land belonging to Ranamalhami, on the east and west by the road.

20. All that land called Kalogahapitiya and pillewa, situated at Thorawatura aforesaid; containing 233 feet in length and 14 feet in breadth (now cut as a new road to Moragolla estate); bounded on the north by the remaining portion of the chena of this land and pillewa belonging to Appuhamy Gan-Aratchchilla, east and west by the road to Moragolla estate, and south by the pillewa and field belonging to Bandirala Arachilla.

21. All that land called Karapanayawa, situated at Thorawatura aforesaid; containing 160 feet in length and 14 feet in breadth (now cut as a new road to Moragolla estate); bounded on the north by kahata tree and anthill, on the east and west by a road, and on the south by the remaining portion of this chena belonging to Jusey Fernando.

22. All that land called Thibbotuwawepillewa of about 2 measures kurakkan sowing, situated at Tiragama aforesaid; bounded on the north, south, and west by the estate of Richard Stewart Peiris, and east by field; together with all the buildings, stores, machinery, fixtures, furniture, tools, implements, cattle, and other the dead and the live stock in and upon the said estate and premises or thereto belonging or in anywise appertaining or used or enjoyed therewith and all the produce thereof.

Amount to be levied Rs. 52,485.66, together with interest on Rs. 15,000 at the rate of 8 per centum per annum and on Rs. 35,050 at the rate of 7 per centum per annum from June 1, 1925, till the date of the decree, and thereafter on the aggregate amount of the decree at the rate of 9 per cent per annum till payment in full (less the sums of Rs. 1,826.74, Rs. 913.37, and Rs. 913.37 paid to the 1st, 2nd, 4th, 5th,

and 6th plaintiffs by the 4th defendant on June 26, 1925, August 29, 1925, and October 13, 1925, respectively and Rs. 2,212.55 paid on June 4, 1926), and costs of suit Rs. 2,450.08, and poundage.

Fiscal's Office,
Kurunegala, July 19, 1926.

S. D. SAMARASINHA,
Deputy Fiscal.

Province of Uva.

In the District Court of Badulla.

S. M. Muttiah Chetty of Bandarawela Plaintiff.
No. 4,225. Vs.

C. Rajaratnam Pillai of Bandarawela Defendant.

NOTICE is hereby given that on Saturday, August 14, 1926, at 2 o'clock in the afternoon, will be sold by public auction at Bandarawela town the right, title, and interest of the said defendant in the following property, for the recovery of the sum of Rs. 932.77 with legal interest on Rs. 792.97 from March 24, 1926, till payment in full, viz. :—

One Overland Chassis bearing No. U 677.

N.B.—This property has also been seized under District Court, Badulla, writ No. 4,217.

Fiscal's Office,
Badulla, July 16, 1926.

H. C. WIJESINHE,
Additional Deputy Fiscal.

In the District Court of Kalutara.

Wappusa Marikar Habibu Umma of Kalutara, administrator of the estate of the late Awu Lebbe Marikar Mustapha Lebbe Marikar Hadjiar of Kalutara.. Plaintiff.
No. 10,900. Against

(1) Meera Lebbe Marikar, Sofnadeen Marikar of Kadiyawa in Alutgama, administrator in testamentary case No. 1,385, D. C., Kalutara, of the estate of the late Meera Lebbe Marikar Pathu Natchia of Kadiyawa, (2) Hassena Marikar Hadjiar Ahmado Ismail Defendants.

NOTICE is hereby given that on August 13, 1926, commencing at 11 o'clock in the forenoon, will be sold by public auction at the premises, the right, title, and interest of the said defendants the following property specially mortgaged and decreed to sold by the decree entered in the above case for the recovery of the sum of Rs. 5,629.20, with interest on Rs. 5,000 at 9 per cent. per annum from February 24, 1925, till payment in full, viz. :—

1. The northern $\frac{1}{2}$ portion, bounded on the north-east by high road, south-east by land and boutique bearing assessment No. 54, south-west by land described in plan

No. 55,015 owned by Hassena Marikar, Notary Hadjiar, north-west by land and the boutique belonging to Durul Hassena, the daughter of Hassena Marikar, Notary Hadjiar and her daughter; containing in extent of 2 $\frac{41}{60}$ perches, together with the boutique standing thereon bearing assessment No. 53 from and out of an allotment of land described in plan No. 52,512, situate in the town of Ratnapura, in Uda pattu of Kuruwiti korale, in the District of Ratnapura; bounded on the north-east by high road, south-east by land described in plan No. 52,511, south-west by land described in plan No. 55,015 owned by Hassena Marikar, Notary Hadjiar, north-west by land belonging to Durmel Hassena, the daughter of Hassena Marikar Notary Hadjiar; containing in extent of 8 $\frac{5}{100}$ perches.

2. An undivided $\frac{1}{2}$ of the soil and plantation of the four contiguous equal blocks of lands described in plan Nos. 55,016; 55,019, and 55,020, situate at Ratnapura aforesaid; bounded on the north-east by land described in plans Nos. 55,014 and 55,018, south-east by land described in plan Nos. 52,512, 52,513, 52,514, 52,970, 52,514, 52,823, and the lands claimed by Udurna Lebbe and others, south by road, and north-west by land described in plan No. 52,824; containing in extent of 2 roods and 9 perches.

Fiscal's Office,
Ratnapura, July 19, 1926.

R. E. D. ABEYARATNE,
Additional Deputy Fiscal.

In the District Court of Kandy.

S. Muniandy Palle of Nawalapitiya Plaintiff.
No. 2,469. Vs.

(1) Meowenna Abubacker and another, both of Nawalapitiya, presently of Kannattota, Kegalla Defendants.

NOTICE is hereby given that on August 21, 1926, at 3 o'clock in the afternoon, will be sold by public auction at the premises the right title, and interest of the said defendants in the following property, viz. :—

Sale on August 21, 1926, at 3 P.M.

All that land called Habaralagollehena of about 11 acres in extent, situated at Iddawala in Tumpalata pattuwa west of Paranakuru korale in the District of Kegalla of the Province of Sabaragamuwa, and bounded on the east by Jamanarankotuwegaldeththa, on the north by the dry stream of Galbokke Rubber estate, on the south by the limits of T. S. Sultan Marikkar's garden, and on the west by the Crown forest.

To recover a sum of Rs. 512.25.

Deputy Fiscal's Office,
Kegalla, July 20, 1926.

S. DE SILVA,
Additional Deputy Fiscal.

NOTICES IN TESTAMENTARY ACTIONS.

In the District Court of Colombo.

Order Nisi.

Testamentary In the Matter of the Intestate Estate of Jurisdiction. Martin Jayakoddy, late of Henaratgoda, No. 2,897, in Meda pattu of Siyane korale, deceased.
Anna Flora Jayakoddy of Henaratgoda aforesaid Petitioner.

And
(1) Stella Margaret Jayakoddy, (2) Susan Mary Jayakoddy, (3) Romauld Joseph Jayakoddy, all of Henaratgoda aforesaid, minors appearing by their guardian ad litem (4) Don Francis Jayakoddy of Pamankada Respondents.

THIS matter coming on for disposal before A. L. J. Croos-Dabrera, Esq., District Judge of Colombo, on June 29, 1926, in the presence of Mr. M. E. P. Samarasinghe, Proctor, on the part of the petitioner above named; and the affidavit of the said petitioner dated June 25, 1926, 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 July 29, 1926, show sufficient cause to the satisfaction of this court to the contrary.

June 29, 1926.

A. L. J. CROOS-DABRERA,
District Judge.

In the District Court of Colombo.

Order Nisi.

Testamentary In the Matter of the Intestate Estate of Jurisdiction. Kaluhara Baisohamy of Timbirigasyaya No. 2,674, road, Colombo, deceased.

Vidanage Justina Fernando of 19 Barber street, Colombo Substituted petitioner.

And
(1) Kaluhara Annie de Silva, (2) Kaluhara Alice de Silva, (3) Welandage Aloysius de Silva, all of 56, Timbirigasyaya road, Colombo Respondents.

THIS matter coming on for disposal before M. W. H. de Silva, Esq., District Judge of Colombo, on February 5, 1926, in the presence of Mr. P. M. de S. Seneviratne, Proctor, on

the part of the petitioner above named; and the affidavit of the said petitioner dated January 29, 1926, having been read:

It is ordered that Mr. P. H. de Kretser, as Secretary the District Court of Colombo, be and he is hereby declared entitled to have letters of administration to his estate issued to him, unless the respondents above named or any other person or persons interested, shall on or before March 18, 1926, show sufficient cause to the satisfaction of this court to the contrary.

M. W. H. DE SILVA,
District Judge.

February 5, 1926.

The time for showing cause against the above *Order Nisi* is extended for July 29, 1926.

July 21, 1926.

A. L. J. CROOS-DABRERA,
District Judge.

In the District Court of Colombo.

Order Nisi.

Testamentary Jurisdiction. In the Matter of the Intestate Estate of Kaluaratchige Podisingho of Magalegoda in the Meda pattu of Siyane korale, deceased.

Kaluaratchige Wijeyepala of Magalegoda afore-said Petitioner.

And

(1) Udumullage Agidhamy, (2) Kaluaratchige Podinona, (3) ditto Sinchinona, (4) ditto Jacolis, (5) ditto Emaalin, (6) ditto Abilin, all of Magalegoda afore-said Respondents.

THIS matter coming on for disposal before A. L. J. Croos-Dabrera, Esq., District Judge of Colombo, on June 16, 1926, in the presence of Mr. K. E. L. Peiris, Proctor, on the part of the petitioner above named; and the affidavit of the said petitioner dated April 24, 1926, having been read:

It is ordered that the petitioner be and he is hereby declared entitled, as son of the above-named deceased, to have letters of administration to his estate issued to him, unless the respondents above named or any other person or persons interested shall, on or before July 15, 1926, show sufficient cause to the satisfaction of this court to the contrary.

A. L. J. CROOS-DABRERA,
District Judge.

June 16, 1926.

The date for showing cause is extended to August 5, 1926.

A. L. J. CROOS-DABRERA,
District Judge.

In the District Court of Colombo.

Order Nisi.

Testamentary Jurisdiction. In the Matter of the Intestate Estate of Sudirikkuge Appusingho Silva of Humbitiyawa in Udugaha pattu of Siyane korale, deceased.

Titalapitige Leisahamy of Humbitiyawa afore-said Petitioner.

And

(1) Sudirikkuge Baby Nona, (2) ditto Eliza Nona, (3) ditto Girigoris, all of Humbitiyawa afore-said Respondents.

THIS matter coming on for disposal before A. L. J. Croos-Dabrera, Esq., District Judge of Colombo, on June 16, 1926, in the presence of Mr. K. E. L. Pieris, Proctor, on the part of the petitioner above named; and the affidavit of the said petitioner dated May 7, 1926, 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 July 15, 1926, show sufficient cause to the satisfaction of this court to the contrary.

A. L. J. CROOS-DABRERA,
District Judge.

June 16, 1926.

The date for showing cause is extended to August 5, 1926.

A. L. J. CROOS-DABRERA,
District Judge.

In the District Court of Colombo.

Order Nisi.

Testamentary Jurisdiction. In the Matter of the Intestate Estate and Effects of the late Mumiandy Chetty Sanmuga Rajah of 46, Green street, in Colombo, deceased.

Singetamby Meenatchy of 46, Green street in Colombo Petitioner.

THIS matter coming on for disposal before A. L. J. Croos-Dabrera, Esq., District Judge of Colombo, on July 5, 1926, in the presence of Messrs. Joseph & Saravanamuttu, Proctors, on the part of the petitioner above named; and the affidavit of the said petitioner dated July 1, 1926, having been read:

It is ordered that the petitioner be and she is hereby declared entitled, as mother of the above-named deceased, to have letters of administration to his estate issued to her, unless any person or persons interested shall, on or before July 29, 1926, show sufficient cause to the satisfaction of this court to the contrary.

A. L. J. CROOS-DABRERA,
District Judge.

July 5, 1926.

In the District Court of Colombo.

Order Nisi.

Testamentary Jurisdiction. In the Matter of the Intestate Estate and Effects of Hendalage Don Santiago Appu of Uswetakeiyawa in Aluthkuru korale, Ragam pattu, deceased.

Ermagage Epirigina Dalmeda of Uswetakeiyawa afore-said Petitioner.

And

(1) Hendalage Don Ansel, (2) ditto Don Marsan, (3) ditto Don Wilberis, (4) ditto Dona Sotomonia, all of Uswetakeiyawa afore-said Respondents.

THIS matter coming on for disposal before A. L. J. Croos-Dabrera, Esq., District Judge of Colombo, on July 8, 1926, in the presence of Mr. D. A. J. Tudugalla, Proctor, on the part of the petitioner above named; and the affidavit of the said petitioner dated July 6, 1926, 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 August 5, 1926, show sufficient cause to the satisfaction of this court to the contrary.

A. L. J. CROOS-DABRERA,
District Judge.

July 8, 1926.

In the District Court of Colombo.

Order Nisi.

Testamentary Jurisdiction. In the Matter of the Intestate Estate of the late Weresinghe Mohitige Don Bestian Appuhamy of Kotuwilla Saidewatta, in Ambatellanpahala of Aluthkuru korale south, deceased.

Randeniya Aratchige Don Joseph of Kotuwilla afore-said Petitioner.

And

(1) Dona Mary Weerasinghe, and her husband (2) Malwaffege Mannel Perera, (3) Weerasinghe Mohitige Dona Josephina Hamine, all of Alutmawata, 18, Alutmawata road, Colombo Respondents.

THIS matter coming on for disposal before A. L. J. Croos-Dabrera, Esq., District Judge of Colombo, on July 9, 1926, in the presence of Mr. D. A. J. Tudugalla, Proctor, on the part of the petitioner above named; and the affidavit of the said petitioner dated July 8, 1926, having been read:

It is ordered that the petitioner be and he is hereby declared entitled, as a creditor of the above-named deceased, to have letters of administration to his estate issued to him, unless the respondents above named or any other person or persons interested shall, on or before August 5, 1926, show sufficient cause to the satisfaction of this court to the contrary.

A. L. J. CROOS-DABRERA,
District Judge.

July 9, 1926.

27/108/ In the District Court of Negombo.

Order Nisi.

Testamentary In the Matter of the Estate and Effects of the late Wijendramestrige Jusey Costa of Wadumulla, deceased.

THIS matter coming on for disposal before D. H. Balfour, Esq., District Judge of Negombo, on June 18, 1926, in the presence of Messrs. Sanratunga & Pereira, Proctors, on the part of the petitioner, Wijendramestrige Hugo Costa of Wadumulla; and the affidavit of the said petitioner dated May 5, 1926, having been read:

It is ordered that the said petitioner be and he is hereby declared entitled, as a son of the said deceased, to administer the estate of the deceased above named and that letters of administration do issue to him accordingly, unless the respondents—(1) Galganamestrige Dona Engenia, (2) Wijendramestrige Ana Costa, (3) ditto James Costa, (4) ditto Martha Costa, and (5) ditto Isabel Costa, all of Wadumulla—or any other person or persons interested shall, on or before July 19, 1926, show sufficient cause to the satisfaction of this court to the contrary.

June 18, 1926.

D. H. BALFOUR,
District Judge.

Time for showing cause against this *Order Nisi* is extended for July 26, 1926.

S. RODRIGO,
District Judge.

25/108/ In the District Court of Negombo.

Order Nisi.

Testamentary In the Matter of the Intestate Estate of the late Muttukutti Aratchige Elias Appu of Navane, deceased.

THIS matter coming on for disposal before D. H. Balfour, Esq., District Judge of Negombo, on July 8, 1926, in the presence of Mr. Gregory de Zoysa, Proctor, on the part of the petitioner, Muttukutti Aratchige Carlos Appu of Navane; and the affidavit of the said petitioner dated June 15, 1926, having been read:

It is ordered that the said petitioner be and he is hereby declared entitled, as a son of the said deceased, to administer the estate of the deceased above named and that letters of administration do issue to him accordingly, unless the respondents—(1) Muttukuttiaratchige Bempy Singho, (2) ditto Louis Singho, both of Navane, (3) ditto Podinona, assisted by her husband (4) Abeysin Mudiyanelage John Appuhamy, both of Delikannange in Udukaha korale west in Dambadeni hatpattu, and (5) Muttukuttiaratchige Belin Singho, also of Navane—or any other person or persons interested shall, on or before July 26, 1926, show sufficient cause to the satisfaction of this court to the contrary.

July 14, 1926.

S. RODRIGO,
District Judge.

1/108/ In the District Court of Negombo.

Order Nisi.

No. 2,425 T. In the Matter of the Estate of the late Wijasinghege Don Siyadoris Fonseka of Pallansena, deceased.

THIS matter coming on for disposal before D. H. Balfour, Esq., District Judge of Negombo, on July 3, 1926, in the presence of Messrs. de Zylva & Jayawardana, Proctors, on the part of the petitioner, Vithanage Martha Rodrigo of Pallansena; and the affidavit of the said petitioner dated June 2, 1926, having been read:

It is ordered that the 6th respondent be and he is hereby appointed guardian *ad litem* over the minors, 2nd, 3rd, 4th, and 5th respondents, for the purpose of this testamentary action, unless sufficient cause be shown to the satisfaction of this court to the contrary on or before the date mentioned herein below.

It is further ordered that the 6th respondent do produce the said minors before this court on July 27, 1926, at 10 A.M.

And it is further ordered that the said petitioner be and she is hereby declared entitled, as his widow, to administer the estate of the said deceased, and that letters of administration do issue to her accordingly, unless the respondents—

(1) Wijasinghege Veronica Fonseka, (2) Andrew Fonseka, (3) Wancelous Fonseka, (4) ditto Pedro Fonseka, (5) ditto Agnes Fonseka, (6) Bohalage Julias Fonseka—shall, on or before July 27, 1926, show sufficient cause to the satisfaction of this court to the contrary.

July 19, 1926.

D. H. BALFOUR,
District Judge.

33/108/ In the District Court of Negombo.

Order Nisi.

Testamentary In the Matter of the Intestate Estate of the late Aryapperuma Aratchige Don Thegis Appuhamy of Makewita, deceased.

THIS matter coming on for disposal before D. H. Balfour, Esq., District Judge of Negombo, on July 8, 1926, in the presence of Messrs. Karunaratne & Salgadoe, Proctors, on the part of the petitioner, Kurumbarapitiyage Selestina Ammy of Makewita; and the affidavit of the said petitioner dated July 5, 1926, having been read:

It is ordered that the 6th respondent be appointed guardian *ad litem* over the minors, 4th and 5th respondents, for the purpose of this testamentary action, unless sufficient cause be shown to the satisfaction of this court to the contrary on or before the date mentioned herein below.

It is further ordered that the said petitioner be and she is hereby declared entitled, as the mother of the said deceased, to administer the estate of the deceased above named and that letters of administration do issue to her accordingly, unless the respondents—(1) Ariyapperuma Aratchige Christinahamy of Gonagaha, (2) ditto Hendrick Singho of Kurunegala, (3) ditto Suwaris Appu of Makewita, (4) Ambagaha Aratchige Gunasekara, (5) ditto Piyadasa, both of Kalalpitiya, (6) ditto Lawaris Appu of Kalalpitiya—or any other person or persons interested shall, on or before August 2, 1926, show sufficient cause to the satisfaction of this court to the contrary.

And it is further ordered that the said 6th respondent do produce the said minors before this court on August 2, 1926, at 9.30 A.M. in connection with this case.

July 14, 1926.

S. RODRIGO,
District Judge.

5/108/ In the District Court of Kandy.

Testamentary In the Matter of the late Seng Maria Pulle, deceased, of Bootawatte in Lower Hewaheta.

THIS matter coming on for disposal before Vincent Michael Fernando, Esq., District Judge, Kandy, on June 17, 1926, in the presence of Mr. H. A. C. Wickramaratne, Proctor, on the part of the petitioner, Sella Pulle's daughter Thaya Amma; and the affidavit of the said petitioner dated May 1, 1926, and her petition having been read: It is ordered that the said petitioner, as widow of the said deceased, be entitled to have letters of administration issued to her, unless the respondents—(1) Maria Pulle's daughter Rengamma, (2) ditto son Mutiah, (3) ditto daughter Kawari Amma, (4) ditto Govinda Amma, (5) ditto son Ramasamy, (6) ditto Siddambaram Pullai, and (7) Vithalangam Pulle's son Perumal Pulle, the 2nd, 3rd, 4th, 5th, and 6th respondents, by their guardian *ad litem* the 7th respondent shall, on or before July 12, 1926, show sufficient cause to the satisfaction of this court to the contrary.

June 17, 1926.

V. M. FERNANDO,
District Judge.

Extended and reissued for July 26, 1926.

July 12, 1926.

V. M. FERNANDO,
District Judge.

23/108/ In the District Court of Kandy.

Order Nisi declaring Will proved.

Testamentary In the Matter of the Estate of the late Gnanammah Pararasingham, wife of Thambipillai Pararasingham, deceased, of Sanchampay North, Jaffna.

THIS matter coming on for disposal before Vincent Michael Fernando, Esq., District Judge, Kandy, on July 8,

1926, in the presence of Messrs. Silva & Coomaraswamy, Proctors, on the part of the petitioner, Thambipillai Pararasingham of Kandy; and the affidavit of the said petitioner dated February 19, 1926, and his petition having been read:

It is ordered that the said petitioner as the husband of the deceased, be and he is hereby declared entitled to have letters of administration to the estate of the deceased issued to him accordingly, unless the respondents—(1) Pararasingham Ramachandiran of Kandy, (2) Ambalawanar Sellamuttu of Jaffna, the 1st respondent by his guardian, the 2nd respondent—shall, on or before August 9, 1926, show sufficient cause to the satisfaction of this court to the contrary.

V. M. FERNANDO,
District Judge.

July 8, 1926

In the District Court of Galle.

Order Nisi.

Testamentary In the Matter of the Estate of A. T. Reeve, Jurisdiction. deceased, of Galle. No. 6,285

THIS matter coming on for disposal before J. C. W. Rock, Esq., District Judge of Galle, on June 24, 1926, in the presence of Mr. R. A. M. de Vos, Proctor, on the part of the petitioner, R. A. Stockdale of Peradeniya, Kandy; and the affidavit of the said petitioner dated October 17, 1925, having been read:

It is declared that letters of administration of the estate of the deceased above named be issued to him accordingly, unless any person or persons concerned shall, on or before August 24, 1926, show sufficient cause to the satisfaction of this court to the contrary.

J. C. W. ROCK,
District Judge.

June 24, 1926.

In the District Court of Matara.

Order Absolute declaring Will proved.

Testamentary In the Matter of the Estate of the Last Jurisdiction. Will and Testament of Thoronis de Alwis No. 3,225. Samarasinghe, deceased, of Malagoda.

THIS matter coming on for disposal before W. Sansoni, Esq., District Judge of Matara, on June 9, 1926, in the presence of Messrs. Abeyagunawardena & Weerasinghe, Proctors, on the part of the petitioner and the affidavits of D. C. de A. Samarasinghe petitioner and D. A. Ratnayake, Notary Public of Matara, M. D. C. Karunanike and D. C. S. Weerasinghe, witnesses, both of Malagoda, dated June 8, 1926, having been read:

It is ordered that the will of Thoronis de Alwis Samarasinghe of Malagoda, deceased, dated April 16, 1926, and now deposited in this court, be and the same is hereby declared proved.

It is further declared that the said Don Carolis de Alwis Samarasinghe petitioner is the executor named in the said will, and that he is entitled to have probate of the same issued to him accordingly.

W. SANSONI,
District Judge.

July 9, 1926.

In the District Court of Matara.

Order Nisi.

Testamentary In the Matter of the Estate of the late Jurisdiction. Matilda Cornelia Idippily of Malagoda, No. 3,226. deceased.

Don Carolis de Alwis Samarasingha of Kekandure Petitioner. Vs.

(1) Carlina Idippily lawful wife of (2) C. M. S. Samara wira, Vidane Arachchy of Uducawa, (3) Dona Gimara Idippili, lawful wife of (4) D. D. S. Samara wira, both of Poiwatta, (5) Essencia Jayawickrama of Yatalamatta in Talpe pattu, lawful wife of (6) Henry Dias Ratnayake of ditto, (7) Elciana Jayawickrama of Walawe in Talpe pattu, lawful wife of (8) Bataduwe Vidanegoy Dānial of ditto, (9) Somadar Jayawickrama of Uducawa, a minor (10) Lucy Abeywickrama Idippily of Hallala Respondents.

THIS matter coming on for disposal before W. Sansoni, Esq., District Judge of Matara, on June 10, 1926, in the

presence of Messrs. G. E. & G. P. Keuneman, Proctors, on the part of the petitioner above named; and the petition and the affidavit of the said petitioner dated June 8, 1926, having been read:

It is ordered that the petitioner Don Carolis de Alwis Samarasingha be and he is hereby declared entitled, as brother-in-law 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 August 2, 1926, show sufficient cause to the satisfaction of this court to the contrary.

It is also ordered that the 5th respondent, Essencia Jayawickrama, be and she is hereby appointed guardian *ad litem* over the 9th minor respondent, Somadar Jayawickrama, unless sufficient cause be shown to the contrary on August 2, 1926.

It is also ordered that the said minor respondent Somadar Jayawickrama be produced on August 2, 1926.

W. SANSONI,
District Judge.

June 10, 1926.

In the District Court of Matara.

No. 3,229. In the Matter of the Estate of Dawudu Lebbe Marikkar Ismail Lebbe Marikkar, deceased, of Galbokka.

Samu Lebbe Marikkar Hamdoon of Galbokka. Petitioner. Vs.

(1) Dawudu Lebbe Marikkar Ratuma Natchiya of Galbokka, (2) Ismail Lebbe Marikkar Patu Muttu Natchiya Respondents.

THIS matter coming on for disposal before W. Sansoni, Esq., District Judge of Matara, on June 23, 1926, in the presence of Messrs. G. E. & G. P. Keuneman, Proctors, on the part of the petitioner above named; and the petition and the affidavit of the said petitioner dated June 8, 1926, having been read:

It is ordered that the petitioner, Samu Lebbe Marikkar Hamudoon, be and he is hereby declared entitled, as son-in-law 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 August 5, 1926, show sufficient cause to the satisfaction of this court to the contrary.

W. SANSONI,
District Judge.

June 23, 1926.

In the District Court of Jaffna.

Order Nisi.

No. 5,993. In the Matter of the Estate of the late Mary Gertrude Thangaratnam Philip of Jaffna, deceased.

Albert Edward Philips of Jaffna town Petitioner. Vs.

(1) Joseph Xavier Lucien Philips of ditto, (2) Anthony Quintine Philip Philips of ditto, (3) Rex Herbert Sebastian Philips of ditto, (4) Philippa Thangar Puvimarasinge of ditto, the 1st, 2nd, and 3rd respondents, being minors appear by their guardian *ad litem* the 4th respondent Respondents.

THIS matter of the petition of the petitioner above named coming on for disposal before G. W. Woodhouse, Esq., District Judge, in the presence of Mr. J. A. J. Tisserasinghe, Proctor, for petitioner; and the affidavit of the petitioner being read:

It is ordered that the petitioner, as the widower of the deceased above named, is entitled to have letters of administration to the estate of the said deceased issued to him, unless the respondents above named or any other person or persons show sufficient cause or objection to the contrary on or before July 27, 1926.

G. W. WOODHOUSE,
District Judge.

July 20, 1926.

31/105/ In the District Court of Jaffna.
Order Nisi.
 Testamentary Jurisdiction. In the Matter of the Last Will and Testament and Codicil of the late Pavalammah, wife of Veluppillai Thambar Swaminathar of Alvai North, deceased.
 No. 6,135.

Veluppillai Thambar Sabapathippillai of Alvai North Petitioner.

THIS matter of the petition of Veluppillai Thambar Sabapathippillai of Alvai North, coming on for disposal before G. W. Woodhouse, Esq., District Judge, on June 2, 1926, in the presence of Mr. N. Mudir. Krishnapillai, Proctor, on the part of the petitioner; and affidavit (a) the petitioner, (b) the joint maker of the last will and its attesting witnesses, (c) the joint maker of the codicil and one of its attesting witnesses, all dated May 1, 1926, (d) the Notary who attested the last will dated May 3, 1926, and (e) the Notary who attested the codicil dated May 10, 1926, having been read: It is ordered that the last will and codicil of the late Pavalammah, wife of Veluppillai Thambar Swaminathar of Alvai North, deceased, of which originals have been produced and now deposited in this court, be and the same are hereby declared proved; and it is further declared that the petitioner is the executor named in the said last will, and codicil and that he is entitled to have probate thereof issued to him accordingly, unless any person interested shall, on or before July 8, 1926, show sufficient cause to the satisfaction of this court to the contrary.

June 30, 1926. G. W. WOODHOUSE, District Judge.

The above *Order Nisi* is extended to July 29, 1926.

25/105/ In the District Court of Jaffna.
 Testamentary Jurisdiction. In the Matter of the Estate and Effects of Vizalarchippillai, widow of Visuvanathar, late of Sungei Pattani in Kedah, deceased.
 No. 6,137.

Kanapathippillai Kandappa of Karaitivu West... Petitioner.

- (1) Visuvanathar Veeragathippillai of Karaitivu East.
 (2) Visuvanathar Arunachalam of ditto. (3) Visuvanathar Kanagasabai of ditto Respondents.

THIS matter of the petition of the above-named petitioner praying for grant of letters of administration to the estate of the above-named deceased, coming on for disposal before G. W. Woodhouse, Esq., District Judge, in the presence of Messrs. Casippillai & Cathiravelu, the petitioner's Proctors, on June 9, 1926; and the affidavit of the petitioner dated June 1, 1926, having been read: It is ordered that the petitioner be and he is hereby declared a nephew of the deceased and entitled to have letters of administration to the estate of the deceased issued to him, unless the respondents shall appear before this court on July 29, 1926, and show sufficient cause to the satisfaction of this court to the contrary.

June 29, 1926. G. W. WOODHOUSE, District Judge.

30/105/ In the District Court of Jaffna.
Order Nisi.
 Testamentary Jurisdiction. In the Matter of the Estate and Effects of Ponnau, wife of Sinnatamby Kartigesu; late of Kondavil, deceased.
 No. 6,139.

Sinnatamby Kartigesu of Kondavil Petitioner.

- Vs. 136/1
 (1) Gnanamany, daughter of Kartigesu, (2) Kartigesu Balasupiramaniam, and (3) Karunakarar Elaiyatamby, all of Kondavil, the 1st and 2nd respondents are minors, and appear by their guardian *ad litem* the 3rd respondent Respondents.

THIS matter of the petition of the petitioner, praying that the 3rd respondent be appointed guardian *ad litem* over the 1st and 2nd respondents for representing them in the matter of the administration of the estate of the deceased, and praying for grant of letters of administration

to her estate, coming on for disposal before G. W. Woodhouse, Esq., District Judge, on June 28, 1926, in the presence of Messrs. Casippillai & Cathiravelu, the petitioner's Proctors; and his affidavit dated June 25, 1926, having been read: It is ordered that the 3rd respondent be and he is hereby appointed guardian *ad litem* over the 1st and 2nd respondents for the purpose aforesaid, and that the petitioner be and he is hereby declared the husband of the deceased, and entitled to have letters of administration to her estate issued to him, unless the respondents shall, on August 3, 1926, show cause to the contrary.

July 12, 1926.

G. W. WOODHOUSE, District Judge.

33/105/ In the District Court of Jaffna.
Order Nisi.
 Testamentary Jurisdiction. In the Matter of the Estate of the late Wallippillai, wife of Nagappan Arunasalam of Point Pedro, deceased.
 No. 6,171.

- (1) Kanapathippillai Nadarajah and wife (2) Mahonmany of Point Pedro Petitioners.

- Vs. 136/73
 (1) Nagappan Arunasalam, (2) Arunasalam Ramalingam, (3) Perupathapathinini daughter of Arunasalam, and (4) Parupatham, daughter of Arunasalam, all of Point Pedro Respondents.

THIS matter of the petition of the above-named petitioners, praying that the above-named 1st respondent be appointed guardian *ad litem* over the minors, the 2nd, 3rd, and 4th respondents, and that letters of administration be granted to the petitioner in respect of the estate of the above-named deceased, coming on for disposal before G. W. Woodhouse, Esq., District Judge, Jaffna, on July 2, 1926, in the presence of Mr. N. Mudir. Krishnapillai, Proctor for petitioner; and the affidavit of the petitioners dated May 29, 1926, having been read:

It is ordered that the above-named 1st respondent be appointed guardian *ad litem* over the minors, the 2nd, 3rd, and 4th respondents, and that letters of administration to the estate of the above-named deceased be granted to the above-named petitioners, the 2nd named petitioner being the daughter and the 1st named petitioner being the son-in-law of the deceased, unless the above-named respondents or any others shall, on or before July 29, 1926, show sufficient cause to the satisfaction of this court to the contrary.

July 13, 1926.

G. W. WOODHOUSE, District Judge.

38/105/ In the District Court of Mullaitivu.
Order Nisi.
 Testamentary Jurisdiction. In the Matter of the Estate of the late Arumukam Nakamuttu of Mullaitivu, deceased.
 No. 235.

Arumukam Ponniah of Mullaitivu Petitioner.

- Vs. 137/18
 (1) Nakamuttu, widow of Arumukam Nakamuttu, (2) Nakamuttu Thankamma, (3) Nakamuttu Sivakolunthu, (4) Nakamuttu Natkunam, (5) Cathigesu Kanavathippillai, Secretary, District Court, Mullaitivu, all of Mullaitivu Respondents.

THIS matter of the petition of the above named petitioner, praying that the above named 1st respondent be appointed guardian *ad litem* over the 2nd and 3rd respondents, who are minors of the ages of 8 and 5 years, respectively, and that the 5th respondent be appointed guardian *ad litem* over the 4th respondent, who is a minor of the age of 16 years, and that letters of administration to the estate of the above-named deceased, Arumukam Nakamuttu be issued to the petitioner, coming on for disposal before

Reginald Jones Bateman, Esq., District Judge of Mullaitivu, on July 30, 1926, in the presence of Mr. A. Jeremiah, Proctor, on the part of the petitioner; and the affidavit of the petitioner dated June 22, 1926, having been read:

It is hereby ordered that the 1st respondent be and she is hereby appointed guardian *ad litem* over the minors, the 2nd and 3rd respondents, and that the 5th respondent be and is hereby appointed guardian *ad litem* over the 4th respondent for the purpose of representing and defending them in this testamentary proceedings, and that letters of administration to administer the estate of the late Arumukam Nakamuttu be issued to the petitioner, as his brother, unless the respondents above named or any others interested shall, on or before July 30, 1926, show sufficient cause to the satisfaction of this court to the contrary.

July 20, 1926.

R. J. BATEMAN,
District Judge.

In the District Court of Batticaloa.

Order Nisi.

Testamentary In the Matter of the Estate of the late Jurisdiction. Tamoterampillai Sinnecutty *alias* Sinnamma of Valaichenai, deceased.

B. Emmanuel, Secretary of the District Court of Batticaloa, Petitioner.

Vs.

(1) Tamoterampillai's wife Theravampillai, (2) Tamoterampillai Kandiah, (3) Tamoterampillai Katiaramatamby, (4) Tamoterampillai Sinnapillai, (5) Husband, Seenitamby Arumogam, (6) Kunjitamby Kantavanam, (7) Nagamuttu Thambyrajah, (8) Nagamuttu Seenitamby, (9) Nagamuttu Tangamma, (10) Kantavanam Sinnepillai, (11) Kantavanam Masillamany, (12) Kantavanam Sinnatankam, (13) Kantavanam Ponnamma, (14) Kantavanam Tamoterampillai, the 7th to 14th are minors, by their guardian *ad litem* the 6th respondent, all of Valaichenai, (15) Nakamani Elayatamby of Kallady Respondents.

THIS matter coming on for disposal before W. D. Niles, Esq., District Judge of Batticaloa, on April 29, 1926, in the presence of Mr. N. S. Rasiah, Proctor, on the part of the petitioner; and the affidavit and petition of the petitioner dated December 22, 1925, and April 29, 1926, respectively, having been read:

It is ordered that the petitioner be and he is hereby declared entitled, as the Secretary of the District Court of Batticaloa, to administer the estate of the deceased and that letters of administration do issue to him accordingly, unless the above respondents or any other person or persons interested shall, on or before August 3, 1926, show sufficient cause to the satisfaction of this court to the contrary.

April 29, 1926.

W. D. NILES,
District Judge.

32/109/ In the District Court of Anuradhapura.

Testamentary In the Matter of the Intestate Estate of Jurisdiction. Rajapakshe Weerasekera Weeraratne No. 358. Kalwetunuwewa, late of Anuradhapura, deceased.

Wijekone Dinigiri Banda of Kallanchiya in Kende korale Petitioner.

Vs.

(1) Wijekone Malawathie Kumarihamy, presently of Kallanchiya aforesaid, (2) Rajapakshe Weerasekera Weeraratne Dharmasena of Kallanchiya aforesaid Respondents.

THIS matter coming on for disposal before R. Y. Daniel, Esq., District Judge of Anuradhapura, on June 9, 1926 in the presence of Mr. S. D. Krisnatarne, Proctor, on the part of the petitioner above named; and the affidavit of the said petitioner dated June 7, 1926, having been read:

It is ordered that the 1st respondent be and she is hereby appointed guardian *ad litem* over the minor the 2nd respondent for the purpose of this testamentary action, unless sufficient cause be shown to the satisfaction of this court to the contrary on or before the date mentioned herein below.

It is further ordered that the said petitioner be and he is hereby declared entitled, as the father-in-law of the said deceased to administer his estate and that letters of administration do issue to him accordingly, unless the respondents or any other person or persons interested shall, on or before July 27, 1926, show sufficient cause to the satisfaction of this court to the contrary.

June 9, 1926.

R. Y. DANIEL,
District Judge.

25/109/ In the District Court of Anuradhapura.

Testamentary In the Matter of the Intestate Estate and Jurisdiction. Effects of Joseph Ferry de Alwis Goonesekera, late of Anuradhapura, deceased.

Charles Peter de Alwis Goonesekera of Anuradhapura Petitioner.

(1) Catherine de Alwis Goonesekera, (2) Gertrude Catherine Grisilda de Alwis Goonesekera, (3) Jane Charlotte de Alwis Goonesekera, all of Anuradhapura Respondents.

THIS matter coming on for disposal before R. Y. Daniel, Esq., District Judge of Anuradhapura, on July 14, 1926, in the presence of Mr. S. D. Krisnatarne, Proctor, on the part of the petitioner above named; and the affidavit of the said petitioner dated July 12, 1926, having been read:

It is ordered that the said petitioner be and he is hereby declared entitled, as the son of the said deceased to administer his estate and that letters of administration to his estate do issue to him accordingly, unless the respondents or any other person or persons interested shall, on or before August 17, 1926, show sufficient cause to the satisfaction of this court to the contrary.

July 14, 1926.

R. Y. DANIEL,
District Judge.