



THE
 CEYLON GOVERNMENT
 GAZETTE

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PART III.—LANDS.

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

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1—J. N. 25985-313 (12/32)

PRELIMINARY NOTICES.**LAND SETTLEMENT ORDINANCE, 1931.****Settlement Notice No. 262 (Kandy).**

NOTICE is hereby given, under section 4 of the Land Settlement Ordinance, 1931, that if no claim to the land specified in the schedule hereto or to any share of or interest in the said land is made to the undersigned within a period of three months from the 6th day of January, 1933, the said land will be declared under section 5 (1) of the aforesaid Ordinance to be the property of the Crown, and will be dealt with on account of the Crown.

Given at the Kachcheri, Kandy, this 9th day of December, 1932.

W. D. GODSALL,
Assistant Government Agent.

NOTE.—(a) Any other information in respect of the said land can be obtained from the Government Agent, Central Province, and plan of it from the Surveyor-General.

(b) A claim to a right of way over the said land is a claim to an interest in the land.

Schedule.

The following lot situated in the village of Udawela, in Medapalata korale of Yatinuwara division of the Kandy District of the Central Province, which lot falls within the boundaries:—

North: Randunupuragederawatta claimed by Kiri Baiya Vidane.

East: Theberumewatta *alias* Maviyangodawatta settled by the Crown (P. P. 8,593/2), Medagederawatta claimed by R. Setuwa, Randunupuragederawatta claimed by A. Kaluwa and others.

South: Land claimed on title plan 53,773.

West: Maviyangodahena claimed by the Crown (P. P. 8,184/1).

Preliminary plan No. 8,593.

Lot.	Name of Land.	Extent, A. R. P.
1 ..	Theberumewatta <i>alias</i> Maviyangodawatta	0 3 5

LAND SETTLEMENT ORDINANCE, 1931.**Settlement Notice No. 263 (Kandy).**

NOTICE is hereby given, under section 4 of the Land Settlement Ordinance, 1931, that if no claim to the land specified in the schedule hereto or to any share of or interest in the said land is made to the undersigned within a period of three months from January 6, 1933, the said land will be declared under section 5 (1) of the aforesaid Ordinance to be the property of the Crown, and will be dealt with on account of the Crown.

Given at the Kachcheri, Kandy, this 6th day of December, 1932.

W. D. GODSALL,
Assistant Government Agent.

NOTE.—(a) Any other information in respect of the said land can be obtained from the Government Agent, Central Province, and plan of it from the Surveyor-General.

(b) A claim to a right of way over the said land is a claim to an interest in the land.

Schedule.

The following lot situated in the village of Dehigama, in Gangapalata korale of Yatinuwara division of the Kandy District of the Central Province, which lot falls within the boundaries:—

North: Ambagastenna claimed by H. M. Punchirala.

East: Ambagastenna claimed by Selema Lebbe.

South: Road from Gurugama to Murutalawa.

West: Boyagodahena claimed by S. Peter.

Preliminary plan No. 4,782.

Lot.	Name of Land.	Extent, A. R. P.
12882 ..	Boyagodahena	1 3 15

LAND SETTLEMENT ORDINANCE, 1931.**Settlement Notice No. 264 (Kandy).**

NOTICE is hereby given, under section 4 of the Land Settlement Ordinance, 1931, that if no claim to any one of the lands specified in the schedule hereto or to any share of or interest in such land is made to the undersigned within a period of three months from the 6th day of January, 1933, such land will be declared under section 5 (1) of the aforesaid Ordinance to be the property of the Crown, and will be dealt with on account of the Crown.

Given at the Kachcheri, Kandy, this 6th day of December, 1932.

W. D. GODSALL,
Assistant Government Agent.

NOTE.—(a) Any other information in respect of such lands can be obtained from the Government Agent, Central Province, and plans of them from the Surveyor-General.

(b) A claim to a right of way over the said lands or any of them is a claim to an interest in the land or lands.

Schedule.

The following lots situated in the village of Inguruwatta, in Kandukara Pahala korale of Udapalata division of the Kandy District of the Central Province, all of which lots fall within the boundaries:—

North: Ellamulledeniye-watta claimed by Mr. Charsley of Castle Milk estate and Punchi Appu Mudalali (P. P. 5,148/1 857), Pussetenne estate claimed by Charles de Silva and lands claimed on title plans 182,585 and 182,583.

East: Village limits of Legundeniya village.

South: Village limits of Kahawatta village.

West: Orion estate claimed by Messrs. Mackwood & Co. (P. P. 5,148/H857).

Preliminary plan No. 8,790.

Lot.	Name of Land	Extent, A. R. P.
1 ..	Nelligollehinna <i>alias</i> Elamaldeniye-hinna	1 2 21
2 ..	Do.	1 0 21
		2 3 2

FINAL ORDERS.**LAND SETTLEMENT ORDINANCE, 1931.****Settlement Order.**

WHEREAS a settlement notice under section 4 of the Land Settlement Ordinance, 1931, was duly published in the *Gazette* No. 7,934 of July 8, 1932, and as otherwise required by the said section, in respect of the lands situated in the village of Uduwela Udagama, in Gandahe korale north of the Pata Hewaheta division of the Kandy District of the Central Province, and described as lots 1 and 2 in preliminary plan No. 8,632 (*vide* Notice No. 124):

And whereas no claims have been received in pursuance of the said notice:

I, the undersigned, in pursuance of the powers conferred on me by section 5 (5) of the said Ordinance, do hereby make order that the said lands be settled as specified in the schedule to this order.

Given at the Kachcheri, Kandy, this 3rd day of November, 1932.

W. D. GODSALL,
Assistant Government Agent.

SCHEDULE.

Lot No.	Sub-divisional Lot No.	Extent.	No. of Title Plan.	Sub-section under which settled.	On whom settled	Remarks (shares, interests, encumbrances, Nos. of Reference Cases, &c.).	Land Register Office at which registered.	Volume No.	Folio No.
1 ..	— ..	A. R. P. 0 0 34..	— ..	5 (1) ..	Crown	..	—	—	—
2 ..	— ..	0 1 32..	— ..	5 (1) ..	do.	..	—	—	—
		0 2 26							

LAND SETTLEMENT ORDINANCE, 1931.

Settlement Order.

WHEREAS a settlement notice under section 4 of the Land Settlement Ordinance, 1931, was duly published in the *Gazette* No. 7,912 of March 18, 1932, and as otherwise required by the said section, in respect of the lands situated in the village of Inguruwatta, in Kandukara Pahala korale of the Uda palata division of the Kandy District of the Central Province, and described as lot 1 in preliminary plan No. 8,719 (*vide* Notice No. 94) :

And whereas all claims received in pursuance of the said notice have been duly dealt with in accordance with the provisions of the said Ordinance :

I, the undersigned, in pursuance of the powers conferred on me by section 5 (5) of the said Ordinance, do hereby make order that the said land be settled as specified in the schedule to this order.

Given at the Kachcheri, Kandy, this 8th day of November, 1932.

W. D. GODSALL,
Assistant Government Agent.

SCHEDULE.

Lot No.	Sub-divisional Lot No.	Extent.	No. of Title Plan.	Sub-section under which settled.	On whom settled.	Remarks (shares, interests, encumbrances, Nos. of Reference Cases, &c.).	Land Register Office at which registered.	Volume No.	Folio No.
1	—	A. R. P. 1 3 37..	—	..5 (3) 5 (1)	Crown	—	—	—	—

LAND SETTLEMENT ORDINANCE, 1931.

Settlement Order.

WHEREAS a settlement notice under section 4 of the Land Settlement Ordinance, 1931, was duly published in the *Gazette* No. 7,912 of March 18, 1932, and as otherwise required by the said section, in respect of the lands situated in the village of Liyandeniya, in Kandukara Pahala korale of the Uda palata division of the Kandy District of the Central Province, and described as lot 2 in preliminary plan No. 8,719 (*vide* Notice No. 95) :

And whereas all claims received in pursuance of the said notice have been duly dealt with in accordance with the provisions of the said Ordinance :

I, the undersigned, in pursuance of the powers conferred on me by section 5 (5) of the said Ordinance, do hereby make order that the said land be settled as specified in the schedule to this order.

Given at the Kachcheri, Kandy, this 8th day of November, 1932.

W. D. GODSALL,
Assistant Government Agent.

SCHEDULE.

Lot No.	Sub-divisional Lot No.	Extent.	No. of Title Plan.	Sub-section under which settled.	On whom settled.	Remarks (shares, interests, encumbrances, Nos. of Reference Cases, &c.).	Land Register Office at which registered.	Volume No.	Folio No.
2	—	A. R. P. 0 0 9..	—	..5 (3) 5 (1)	Crown	—	—	—	—

LAND SETTLEMENT ORDINANCE, 1931.

Settlement Order.

WHEREAS a notice under section 1 of the Waste Lands Ordinances of 1897, 1899, 1900, 1903, and 1927 was duly published in the *Gazette* No. 7,685 of January 11, 1929, and as otherwise required by the said section, in respect of the lands situated in the village of Mahapattapola, in Pallepallata korale of the Tumpane division of the Kandy District of the Central Province, and described as lots 1, 2, and 3 in preliminary plan No. 8,374 (*vide* Notice No. 10,081) :

And whereas all claims received in pursuance of the said notice have been duly dealt with in accordance with the provisions of the said Ordinances :

I, the undersigned, in pursuance of the powers conferred on me by section 32 (1) of the Land Settlement Ordinance, No. 20 of 1931, do hereby make order that the said lands be settled as specified in the schedule to this order.

Given at the Kachcheri, Kandy, this 24th day of October, 1932.

W. D. GODSALL,
Assistant Government Agent.

SCHEDULE.

Lot No.	Sub-divisional Lot No.	Extent.	No. of Title Plan.	Sub-section of the Waste Lands Ordinances of 1897 to 1903 and 1927 under which settled.	On whom settled.	Remarks (shares, interests, encumbrances, Nos. of Reference Cases, &c.).	Land Register Office at which registered.	Volume No.	Folio No.
1	—	A. R. P. 0 0 33..	—	.. 2 (1)	The Crown	—	—	—	—
2	—	3 2 26..	420,571..	4 (1)	Walter Osmund Jonklaas of the Federated Malay States	—	..Kandy	..K 88..	137
3	3	2 1 14..	420,572..	4 (1)	do.	—	..do.	..K 88..	138
3	3A	1 0 0..	422,045..	4 (1)	..(1) Atapattu Mudiyanse Uda-wattegedera Mutu Menika (minor), (2) Atapattu Mudiyanse Uda-wattegedera Mudiyanse (minor), both of Pattapola	—	..do.	..K 88..	139

LAND ACQUISITION NOTICES

HAVING been duly directed by the Governor, acting under the provisions of "The Land Acquisition Ordinance of 1876," section 6, to take order for the acquisition of the following land, required for a public purpose, namely, for a road, to wit:—

Lot.	Name of Land.	Description.	Name of Claimant.	Extent. A. R. P.
50A	Punchiveridiyawawatta	Coconut garden	S. Cornelis Silva of Katana	1 1 22.6

I hereby give public notice, as required by section 7, that the Government proposes to take possession of the land. All persons interested in the aforesaid land are hereby required to appear personally or by agent before me at Giriulla Rest-house on February 14, 1933, at 11 A.M., and to state the nature of their respective interests in the land, and the amount and particulars of their claims to compensation for such interests.

Kurunegala Kachcheri,
December 23, 1932.

C. HARRISON-JONES,
Government Agent

HAVING been duly directed by the Governor, acting under the provisions of "The Land Acquisition Ordinance of 1876," section 6, to take order for the acquisition of the following land, required for a public purpose, namely, a dry earth latrine at Rambukkana, to wit:

Lot.	Name of Land.	Description.	Name of Claimant.	Extent. A. R. P.
1A5	Nothariswatta alias Tibbotugollewatta (assessment No. 210)	Coconut garden contains 3 coconut trees 30 years old and 2 newly put up zinc latrines and a masonry pit	Advocate L. H. Samarakkodi	0 0 10.6

I hereby give public notice, as required by section 7, that the Government proposes to take possession of the land. All persons interested in the aforesaid land are hereby required to appear personally or by agent before me at Kegalla Kachcheri on February 7, 1933, at 10 o'clock, and to state the nature of their respective interests in the land, and the amount and particulars of their claims to compensation for such interests.

Kegalla Kachcheri,
December 20, 1932.

E. H. LUCETTE,
Assistant Government Agent

NOTIFICATIONS UNDER LAND SALE AND LEASE REGULATIONS.

Notification under Land Sale and Lease Regulations Nos. 58 and 59.

NOTICE is hereby given under the provisions of Land Sale and Lease Regulations Nos. 58 and 59 that Messrs. A. F. Jones & Co.'s Sports Club and the Moors' Sports Club have applied for the lease of portions of reclaimed land opposite the Empire Theatre (Old Public Hall), in extent 1 acre 2 roods 20 perches and 3 acres 1 rood 30 perches respectively. This area is shown as lots 85, 86, 87, 88, and 89 in the Colombo Lake Development Scheme Plan. The reclaimed land here is approximately 11 acres in extent, and is at present under a grazing lease at a rental of Rs. 150 per annum terminable on a week's notice.

2. The applications are deserving ones and are on a par with those that have been allowed in the past. There is no immediate demand for the land as sites for Commercial undertakings whereby higher rents might be realized.

3. The grazing lease in respect of the 5 acres 10 perches applied for by the two clubs will be duly terminated and the land leased to the applicants without competition on the following conditions, unless valid reasons to the contrary are adduced in writing to the under-mentioned within six weeks' from the date hereof.

Land Commissioner's Office,
Colombo, January 6, 1932.

C. V. BRAYNE,
Land Commissioner.

Conditions referred to.

(a) Rent Rs. 50 per annum to be paid by Moors' Sports Club, and Rs. 25 by Messrs. A. F. Jones & Co.'s Sports Club.

(b) Land to be given back to Government on one month's notice without any claim for compensation.

(c) No building of any kind to be erected without the sanction of the Government Agent, Western Province.

(d) All requirements of the Municipal Council to be complied with.

(e) Grazing may be sublet to approved lessees and subject to conditions imposed by the Government Agent, Western Province.

(f) The land should be kept clean and tidy to the satisfaction of the Government Agent.

Notification under Land Sale Regulations Nos. 58 and 59.

NOTICE is hereby given under the provisions of Land Sale Regulations Nos. 58 and 59 that an application has been made by Rev. N. Siridhamma on behalf of the Paschiramaya Temple at Kobeituduwa in Batapola for a sale of lot 4 in P. P. 13,076—Paragahaudumulla, situated at Kobeituduwa in Wellaboda pattu in Galle District, in extent 1 rood 15 perches for erecting a latrine for the use of the temple. There is no suitable site available for this within the temple premises as the available space has already been taken up for erecting a Vihara, Dagoba, and Dharmasalawa (preaching hall). The land applied for is a necessity.

2. The land applied for will not be used for any other purpose than that specified above.

3. The said land will be settled on the applicant for the said purpose at an upset price of Rs. 110 per acre unless valid reasons to the contrary are adduced to the satisfaction of the undersigned within 6 weeks from the date hereof.

Land Commissioner's Office,
Colombo, December 22, 1932.

C. V. BRAYNE,
Land Commissioner.

MISCELLANEOUS.

LH 1200

Lease of Building Lots.

NOTICE is hereby given that the Government Agent, Western Province, will receive sealed tenders up to 12 noon, on Tuesday, February 7, 1933, for the lease of the following building lots situated at General's Lake road, Slave Island, Colombo, shown and delineated in preliminary plan No. A 3, viz. :—

Lot.	Extent. A. R. P.	Boundaries.
1	0 3 9.25	North: reservation for road to pass alongside the Slave Island Municipal school; east, reservation for road and part of lot 9 in P. P. A 3, reservation for General's Lake road; south, part of lot 8 in P. P. A 3; west, lots 5, 5, and 6 in P. P. A 3, encroachments on Crown land by C. L. Hamid, Y. L. S. Hamid, and Suppiak Reddiar.
8	1 0 27.45	North: lot 1 in P. P. A 3; east, part of lot 9 in P. P. A 3, reservation to General's Lake road; south, lot 18 in P. P. A 3; west, lots 7, 10, 11, 12, 13, 14, 15 in P. P. A 3, encroachments on Crown land by S. M. Katchi, Mansoor, M. L. Warish and R. P. Bennat.
18	1 0 0.47	North: lot 8 in P. P. A 3; east and south, lot 9 in P. P. A 3, reservations to General's Lake road and Gordon road; west, premises of Messrs. Henderson & Co., assessment No. 77, Wekanda road.

(Upset price Rs. 1,750 per acre per annum.)

for a period of 50 years commencing from a date to be specified in the lease to be signed upon acceptance of the tender, rent being subject to revision after every ten years.

2. A separate tender shall be made in respect of each of the said lots hereinbefore referred to and the tenderer shall state therein—

- (a) The purpose or purposes for which he proposes to use the said lots.
- (b) The nature and class of the building which he proposes to erect thereon and the amount he is prepared to expend in erecting the buildings.
- (c) The annual rent which he is prepared to pay for the lease of the said lot. There shall be annexed to every such tender a rough sketch of the lot showing the disposition of the buildings it is proposed to erect thereon, and a plan of specification of such buildings.

3. The person whose tender is accepted shall within 14 days of the acceptance of his tender pay and deposit to and with the Government Agent of the Western Province in cash a sum equivalent to 10 per centum of the rent of such lot for one year.

4. Upon failure to make the said deposit the offer to lease the said premises shall be deemed to be cancelled and Government shall be at liberty to sell, lease or dispose of the said land as if no tender had been made or accepted.

5. The person whose tender is accepted shall, within one month of the acceptance of the tender, enter into and execute a lease as nearly as possible in the form herein unto annexed subject to such modifications as may be agreed upon, and on his failure neglect or refusal to enter into and execute such lease the amount of the deposit hereinbefore referred to shall be forfeited to His Majesty.

6. Government reserves to itself full power to reject all or any of the tenders which may be made in pursuance of this notice, and to accept any tender or tenders, whether such tender or tenders be made by the highest bidder or not

The Kachcheri,
Colombo, January 4, 1933.

R. M. M. WORSLEY,
Acting Government Agent.

Lakeside Blocks.

This Indenture made the _____ day of _____ One thousand Nine hundred and Thirty _____, between His Excellency _____ (hereinafter referred to as the lessor, which expression shall include his successors in office for the time being as Governor of Ceylon) acting herein for and on behalf of His Majesty King George the Fifth, His heirs and successors, of the one part, and _____ (hereinafter referred to as the lessee, which expression shall, where the context so requires or admits, mean and include _____) of the other part:

Witnesseth as follows:—

1. In consideration of the expense to be incurred by the lessee in the erection of the buildings hereinafter mentioned, and of the rents and lessee's covenants hereinafter reserved and contained the lessor doth hereby demise unto the lessee all that allotment of reclaimed land called lot _____ in preliminary plan No. _____, situated in _____ within the Municipal limits of Colombo, in the District of Colombo, Western Province; bounded on the north by _____, east by _____, south by _____, west by _____; containing in extent _____, according to lease plan bearing No. _____, dated the _____ day of _____, 193____, authenticated by _____, Surveyor-General, hereto annexed, to hold to the lessee from the _____ day of _____, 193____, for the term of Fifty years.

2. The lessee for himself and his permitted assigns and to the intent that the obligations may continue throughout the term hereby created covenants with the lessor, as follows:—

(i.) To pay in advance on the _____ day of each year nett rent free from all deductions in the manner following:— During the first period of ten years the rent shall be Rs. _____. Thereafter during each successive period of ten years, such annual rent as the said _____ shall fix for each such period. Provided that he shall not increase the rent payable during any period by more than 33½ per centum of the rent paid during the preceding period of ten years; and also provided that the rent during the first period of ten years shall be reckoned at _____ per annum.

(ii.) To bear, pay, and discharge all existing and future rates and assessments, assessed, charged or imposed, or which may hereafter be assessed, charged or imposed upon the demised premises or upon the owner or occupier in respect thereof or payable by either in respect thereof.

(iii.) At his own cost to erect upon the premises hereby demised in a substantial and workmanlike manner with the best material of their several kinds and in accordance with the specifications, plans, elevations, sections, and drawings to be approved and signed by the Director of Public Works for the time being for and on behalf of the lessor and under the inspection and to the satisfaction of the said Director of Public Works a building _____ with all the necessary water-closets, lavatories, sewers, and drains. And to complete the same in all respects fit for immediate occupation by the _____ day of _____, 193____ (unless prevented by accident or unavoidable causes, and in such case as soon after such date as is practicable). And to expend upon such works the sum of Rupees _____ at the least in the cost price of materials and labour, such expenditure if required to be verified to the satisfaction of the said Director of Public Works by the production of proper vouchers.

(iv.) To execute the works hereinbefore covenanted to be executed in accordance with any Ordinance applicable thereto and with the by-laws, rules, and regulations of the local authorities, and to pay all fees and charges properly payable to such authorities in relation to the said works.

(v.) To keep the exterior and interior of the buildings so to be erected as aforesaid, and all other buildings and erections which may at any time during the said term be erected on the land hereby demised, and all additions to such buildings and the fixtures therein and the drains and appurtenances thereof in good and substantial repair and condition.

(vi.) Not to cut or damage any of the principal walls or timbers of the buildings for the time being on the demised premises, nor to make any alteration in the external elevation or architectural design thereof without first obtaining the consent in writing of the lessor.

(vii.) To permit the lessor and his agents at all reasonable times, both during the erection of the buildings and after, to enter upon the demised premises to view the condition of the buildings for the time being erected or in course of erection thereon and for all other reasonable purposes.

(viii.) To forthwith insure and keep insured in the joint names of the lessor and the lessee all buildings, erections, and fixtures of an insurable nature from time to time erected or standing upon or affixed to the demised land against loss or damage by fire in some insurance office to be approved in writing by the lessor to the full value thereof as determined from time to time by the Director of Public Works for the time being, and to pay all premiums necessary for that purpose as the same shall become due, and whenever required so to do to produce to the Government Agent for the time being of the Western Province the policy or policies of insurance and the receipt of the current year's premium or premiums. And in case of fire forthwith out of the moneys received by virtue of any insurance and out of his own private moneys, if necessary, to rebuild, repair, or otherwise reinstate in a good and substantial manner under the direction and to the satisfaction of the Director of Public Works for the time being any premises destroyed or damaged. And that if the lessee shall at any time fail to insure or keep insured the said premises or to produce the receipt for any premium upon request, the lessor may do all things necessary to effect or maintain such insurance, and all moneys expended by him for such purpose shall be repaid by the lessee on demand.

(ix.) Not to assign this lease or create or transfer any interest therein or mortgage his interest in this lease or create any charge in or over the said interests without the consent of the lessor first had and obtained in writing:—Provided that such consent shall not be unreasonably withheld.

(x.) At the determination of this lease to yield up the demised premises with all buildings erected thereon during the said term and the additions thereto and all fixtures affixed thereto in good substantial and tenantable repair and condition.

3. The lessor hereby covenants with the lessee as follows:—

That the lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the lessor or any person rightfully claiming under him.

4. Provided always and it is hereby expressly agreed as follows :—

If the rent hereby reserved or any part thereof shall be unpaid after the same shall become payable, or if any covenant on the lessee's part herein contained shall not be performed or observed, or if the lessee or other the person in whom for the time being the term hereby created shall be vested shall become bankrupt, then in any of the said cases this demise shall absolutely cease and determine.

In witness whereof the said _____ and _____ have hereunto set their hands at _____ this _____ day of _____, 193—, in the year of our Lord One thousand Nine hundred and Thirty

Witnesses :

- 1.
- 2.

Signature of His Excellency the Governor.

I certify that the above signature attached by means of a stamp under the provision of Ordinances No. 11 of 1884, No. 30 of 1884, and No. 15 of 1915, has been so attached in my presence at _____ this _____ day of _____, One thousand Nine hundred and Thirty

Private Secretary to the Governor

Right to Cultivate Grass and Vegetables on Crown Lands situated at Welikada.

NOTICE is hereby given that the Government Agent, Western Province, will sell by tender at his office, in Colombo, at 11 A.M. on Tuesday, January 17, 1933, the right to cultivate grass and vegetables for five years from January 17, 1933, on the under-mentioned portions of Crown lands subject to the following conditions :—

1. The highest tenderer shall be declared the purchaser in each case
2. The purchaser shall pay rent annually in advance.
3. The purchaser or his workmen shall not cut any tree or interfere with any existing fence or boundary.
4. The purchaser shall be bound to fence the land leased to him if called on by the Government Agent to do so.
5. The purchaser shall not assign or sublet the land or any portion of the land to any other person without the permission previously obtained in writing from the Government Agent.
6. The cattle kept on the land to graze should be tethered and should not be allowed to trespass on the public road.
7. The purchaser shall keep the premises clean and in good order, pay all rates and taxes, and also comply with the Municipal regulations.
8. The purchaser shall not sell or remove gravel, sand, &c., from the demised premises, and he is further warned not to spoil or damage any portion of the said premises.
9. If the whole or any portion of the land is required by Government, such land or portion shall be surrendered on a month's notice being given. A *pro rata* refund of the purchase amount will be paid to the purchaser for the unexpired period of the lease respecting the land or portion thereof resumed by the Crown.
10. Structures of any sort on the land without the Government Agent's special sanction are prohibited.
11. In the event of any breach of the foregoing conditions the Government Agent shall have the power to resume possession of the land and eject the purchaser and his workmen from the land without compensation.
12. The Government Agent reserves the right to accept or reject any tender.

The Kacheheri, R. M. M. WORSLEY,
Colombo, January 4, 1933. Acting Government Agent.

Lands referred to.

Reference.	Name of Land.	Extent			Situation.
		A.	R.	P.	
L.H. 1222..	Lot 2 in P.P. 17,990	0	3	1·8	Welikada
L.H. 1223..	Lot 10 in Cinnamon Gardens lease plan	1	0	6	Welikada

Notice under Minneriya Scheme.

NOTICE is hereby given that applications will be received up to February 18, 1933, for allotments of land suitable for paddy under Minneriya Tank which is situated about 12 miles to the north-west of Polonnaruwa. Applications should be addressed in writing to the Government Agent, North-Central Province, Anuradhapura, and applicants should give their full names and addresses. After February 18, 1933, one or more Land Kacheheries will be held for the selection of applicants for allotments of land. Notice of these Kacheheries will be given. No deposits need accompany applications.

2. High land as well as paddy land will be available for allotment. The Government Agent may at his discretion refuse any application. He will also decide the extent of land to be given to each selected applicant and how blocks are to be allotted to selected applicants and his decision in all questions in connection with such allotment will be final.

3. It is proposed to introduce an Ordinance with a view to securing permanency of tenure to the persons who are allotted these and other lands. Applicants are hereby notified that this Ordinance when passed will be applicable to these lands and may alter the terms and conditions of any permits issued before the Ordinance comes into effect. Pending the passing of this Ordinance persons selected to receive allotments will be given permits to occupy the land. These permits will be subject to the following conditions :—

- (1) The permit will be issued for five years.
- (2) The permit holder shall commence within the first year to cultivate and asweddumize the paddy land and to cultivate and improve the high land and he shall to the satisfaction of the Government Agent proceed with the work each year and complete the same by the end of the fifth year. He shall thereafter cultivate annually at least three quarters of the land.
- (3) Except as provided for in condition (4) the permit holder will not be required to make any payment to the Crown on account of the land for the first five years.
- (4) The permit holder shall after the third year of his occupation be liable to pay such irrigation rates, not exceeding Rs. 2 per acre per annum, as may be determined by Government.
- (5) The permit holder shall be subject to all irrigation and cultivation rules existing at present or which may lawfully be made hereafter.
- (6) The permit holder will be entitled to make use of the timber on the land for fencing, or for the erection of watch huts or houses on the land. He shall, however, have no right to remove any timber whatsoever from the land without permission which may be granted upon such terms as to payment or otherwise as may be decided.
- (7) The permit holder shall not without the permission of the Government Agent alienate, mortgage or otherwise dispose of his interests under this permit in any way whatsoever and any such alienation, mortgage or disposition shall be null and void.
- (8) Should the permit holder fail to carry out any of the conditions of the permit or should the said land or interest of the permit holder be seized or sold in execution of a decree against the permit holder, the Government Agent may cancel the permit and take possession of the land and any crops, plantations, buildings, or other improvements upon it.
- (9) If the permit holder dies during the term of the permit the permit shall expire and the land shall revert to the Crown, but the Government Agent may at his discretion issue a new permit to one of the late permit holder's heirs or dependents or to some other person as to the Government Agent appears in the circumstances to be fair.
- (10) If the permit is cancelled or expires neither the permit holder nor any person claiming through him shall have any right to any compensation whatsoever for any improvements effected by the permit holder or any other person upon the land.

(11) The permit holder shall surrender free of compensation any portion of the land allotted to him which may be required hereafter by the Government for roads, channels, or any other purpose.

4. The block lying between the Yoda-ela and the Minneriya-oya from the main road to the railway line will be cleared at Government expense before allotment

and allotted exclusively to applicants of the peasant class, in blocks of about 5 acres each. No recovery will be made from them of any expenditure involved in clearing. It is proposed to offer to allottees belonging to this class contracts to clear parts of the block at rates to be agreed on: applicants should state in their applications whether they are willing to undertake such work which may commence late in April or early in May.

5. Middle Class Ceylonese will be offered uncleared land in blocks which may extend to 50 acres each.

6. After the requirements of Peasants and Middle Class Ceylonese have been satisfied, applications may be considered for larger blocks.

7. It is proposed to start anti-malarial measures from the commencement and to maintain them both while

the preliminary clearing is going on and afterwards when settlers arrive and take up their residence. The railway halts at Minneriya and Hatamune are situated in close proximity to this area.

Colombo, January 5, 1933.

C. V. BRAYNE,
Land Commissioner.

Note.—It was resolved by the State Council that the annual payment to be made to the Crown on account of lands allotted under the Minneriya Scheme should be 50 cents per acre per annum from the sixth year till the 24th year inclusive after which the payment should be re-assessed. It is proposed to give effect to this resolution under the Ordinance when passed.

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