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PASSED ORDINANCES.

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

No. 54 of 1935.

An Ordinance to incorporate a Methodist Trust Association of Ceylon.

R. E. STUBBS.

WHEREAS it is proposed and thought expedient to incorporate a Methodist Trust Association of Ceylon with perpetual succession and a common seal and with full power to acquire, purchase, take, hold, enjoy, or lease movable and immovable property on behalf of the people called Methodists in Ceylon in connexion established by the late Reverend John Wesley of England, Master of Arts, and to do and perform all such acts in respect of and concerning and affecting such property as a private individual would do and perform if he held the same in trust for the said society or church, and to sell or otherwise dispose of the same where necessary :

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

- Short title. 1 This Ordinance may be cited as the Methodist Trust Association of Ceylon (Incorporation) Ordinance, No. 54 of 1935.
- Interpretation. 2 Unless anything shall appear in the context or subject repugnant thereto or inconsistent therewith the expression—
- (a) The said Church shall mean the Church or Christian Society in Ceylon called the Methodist Church in Ceylon composed of Christians in the connexion established by the late Reverend John Wesley A.M. of England and shall include all members thereof at present in the two Districts into which as regards the activities and organisation of the work of the said Church the Island of Ceylon is now divided viz. :—
- (1) The North Ceylon District embracing and including the Northern Province, the North-Central Province and the Eastern Province ;
- (2) The South Ceylon District embracing and including the Western Province, the North-Western Province, the Southern Province, the Central Province, and the Provinces of Sabaragamuwa and Uva or in any other District which may hereafter be formed within the said Island.
- (b) The said Association shall mean the members of the Methodist Trust Association of Ceylon appointed by the Provincial Synod of the Methodist Church in Ceylon in manner hereinafter appointed.
- (c) The Provincial Synod shall mean the Annual Synod composed of delegates, lay as well as ministerial, chosen by the District Synods of the Districts aforementioned and held in accordance with the constitution, law, or custom of the said Church.
- (d) The District Synod shall mean the annual synod composed of lay representatives and ministers held at present in either of the two Districts or in any other District hereinafter to be formed in accordance with the constitution, law, or custom of the said Church.
- (e) The Chairman of the Provincial Synod shall mean the Chairman of the said Provincial Synod for the time being until he shall have been relieved of the Chairmanship of the Provincial Synod of the following year by the Chairman elected for the Sessions of the Provincial Synod of such following year.

- (f) The Chairman of the South Ceylon District shall mean the Chairman of the Synod of the South Ceylon District and shall include his deputy, if any, appointed in accordance with the law, custom, and constitution of the said Church.
- (g) The Chairman of the North Ceylon District shall mean the Chairman of the Synod of the North Ceylon District aforesaid and shall include his deputy, if any, appointed in accordance with the law, custom, and constitution of the said Church.
- (h) The words "Standing Committee" shall mean the Committee appointed by the Provincial Synod of the Methodist Church in Ceylon to act for the said Provincial Synod between two sessions of the said Synod.

3 The Reverend Edwin Middleton Weaver, The Reverend Arthur Stanley Beaty, The Reverend Nathaniel Kathirithamby Nalliah, The Reverend George Alfred Fernando Senaratna, The Reverend Samuel George Mendis, Mr. Wesley Duraiappa Niles, Dr. Henry Isaac Fernando, Mr. Bertie Ebenezer de Pinto, Mr. Llewellyn Solomon Fernando, and Mudaliyar George Washington Rasiah Vallipuram are hereby incorporated under the name of "The Methodist Trust Association of Ceylon" and they and their successors to be appointed in the manner hereinafter to be provided shall for ever hereafter be associated together as the Methodist Trust Association of Ceylon with perpetual succession and a common seal and shall have full power and authority to hold, acquire, purchase, accept, take, take on lease and enjoy movable and immovable property of every description and to sell, mortgage, alienate, lease, or otherwise dispose of or deal with the same and by that name to sue and be sued in all courts of justice and to do, perform and exercise all acts which a private individual may, can, or shall, do, perform or exercise in the pursuance of his right as an owner or lessee or holder of such property and shall be empowered to lend its name and act as a trustee in respect of any endowment or funds of the said Church and to borrow money where the necessity arises with or without the security of its own property.

Incorporation.

4 The said Methodist Trust Association of Ceylon shall be composed of ten members who shall be appointed annually by the Provincial Synod of the Methodist Church of Ceylon and of the said ten members not less than three shall be Ministers serving in the South Ceylon District or any District which shall in the future organisation of the activities of the Church take its place and not less than three shall be laymen within the said District and not less than two shall be ministers serving in the North Ceylon District or any District which shall in the future organisation of the activities of the Church take its place and not less than two shall be laymen therefrom. One out of the five ministerial members of the said Trust Association shall be the Chairman of the Provincial Synod for the year.

Constitution.

They shall hold office until the next Provincial Synod which shall be holden after such appointment.

5 The persons mentioned in section 3 and hereby incorporated shall hold office till the Session of the Provincial Synod of the Methodist Church next to be holden after the commencement of this Ordinance.

Tenure of office of original members.

6 (1) The District Synods of the South Ceylon District and the North Ceylon District shall, at the annual District Synods to be holden in each year in the month of January or as soon thereafter as possible, elect the representatives, both ministerial and lay, from each District who shall be six in number from the South Ceylon District and four in number from the North Ceylon District and such Synods shall nominate such persons to the Provincial Synod of the Methodist Church of Ceylon to be holden in the same year for election as members of the said Trust Association and to form the same for the year and upon the appointment of such members or of other members in the discretion of the Provincial Synod they shall thereupon be and form the said Association from the day of such appointment until the next session of the Provincial Synod aforesaid at which the members for the ensuing year shall be elected in manner aforesaid.

Election of members.

(2) The appointment of such members to form the said Association under the hand of the Chairman of the Sessions of the Provincial Synod shall be conclusive proof of their appointment and authority.

Acts of Association not invalidated by vacancies in membership.

7 No act of the said Methodist Trust Association shall be rendered invalid or of no force or avail in law nor shall the said Trust Association cease to exercise the powers or to discharge the duties devolving on it merely because there is a vacancy created in the said Association by reason of the death or absence from the Island or mental disability of any member thereof unless more than half of the members shall have either died or left the Island or become mentally incapable of acting as members of the said Association in which case the Standing Committee of the Provincial Synod shall have the power and they are hereby empowered to elect members to fill the vacancies which have occurred ; and the appointment of any such member to fill any such vacancy shall continue in force from the day of his appointment till the date of the next Provincial Synod.

Supervisory control of Provincial Synod.

8 The said Methodist Trust Association shall be responsible to the Provincial Synod of the Methodist Church of Ceylon; but this provision shall not be deemed to interfere with the provisions of any particular trust under which any property movable or immovable shall be held by the said Trust Association or curtail the powers or authority of the Trust Association thereunder or under section 3.

In the interval between any two Sessions of the Provincial Synod, the Chairman of the Provincial Synod in consultation with the Standing Committee is hereby empowered to act for and in the name of the Provincial Synod in giving orders and directions to the Trust Association.

Power to hold property.

9 The Methodist Trust Association of Ceylon shall have power to hold, possess, and use property both movable and immovable and whether in possession, expectancy, remainder, reversion or otherwise and to allow itself to be nominated and appointed and to act as Trustees for any fund, endowment, bequest, legacy, or trust for the use of the said Church.

Rules.

10 (1) It shall be lawful for the said Association from time to time at any general meeting of the members of the Association and by a majority of votes to make rules for the transaction of business and the procedure to be observed at meetings of the Association and generally for the management of the affairs and the accomplishment of the objects of the Association.

(2) All members of the said Association shall at all times be subject to the rules for the time being of the Association.

Appointment of Secretary.

11 The said Trust Association shall, every year, or as often as it may be convenient, appoint a Secretary who shall have the power to call meetings whenever necessary ; and at such meetings the Chairman of the Provincial Synod, if present, shall preside.

Office and Seal.

12 The said Trust Association shall have an office and the common seal of the said Association shall be in the custody of the Chairman of the South Ceylon District and shall not be affixed to any instrument or document except in the presence of three at least of the Members of the said Trust Association who shall sign their names on the Instrument or document in token of their presence and such signing shall be independent of the signing of any person who may sign the instrument as a witness.

Saving of rights of the Crown.

13 Nothing in this Ordinance contained shall affect or be deemed to affect the rights of His Majesty the King, His Heirs and Successors, or of 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.

Passed in Council the Fourth day of December, One thousand Nine hundred and Thirty-five.

E. W. KANNANGARA,
Clerk of the Council.

Assented to by His Excellency the Governor the Eighteenth day of December, One thousand Nine hundred and Thirty-five.

G. M. RENNIE,
Secretary to the Governor.

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

No. 61 of 1935.

An Ordinance to provide for the Registration and Control of Cheetus.

R. E. STUBBS.

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

CHAPTER I.

Preliminary.

1 This Ordinance may be cited as the Cheetu Ordinance No. 61 of 1935, and shall come into operation on such date as may be appointed by the Governor by proclamation in the Gazette.

Short title and commencement.

2 In this Ordinance, unless the context otherwise requires—

Interpretation.

- “agreement” means the document which contains the terms and conditions agreed to and adopted by the subscribers and the manager of a cheetu ;
- “cheetu” means a scheme or arrangement based wholly on the terms and conditions set out in section 3 but does not include any scheme or arrangement which only partakes of the nature of a cheetu within the meaning of section 4 ;
- “cheetu amount” means the pool or the aggregate of the instalments payable on any specified day or in respect of any specified interval ;
- “discount” means that portion of the cheetu amount which the subscriber who purchases it agrees to forego ;
- “dividend” means the share of the discount payable to each subscriber ;
- “instalment” means the sum of money payable periodically by each subscriber under the agreement ;
- “manager” means the person who promotes the cheetu and who is responsible under the agreement for its management ;
- “prize” or “prize amount” means the difference between the cheetu amount and the discount ;
- “Registrar” in relation to any cheetu means the Registrar of Lands for the district in which the cheetu is to be conducted ;
- “Registrar-General” includes any officer performing for the time being the duties of an Assistant Registrar-General ;
- “subscriber” includes any person who has agreed to participate in a cheetu or has signed the agreement in token thereof.

CHAPTER II.

Cheetus.

3 (1) No scheme or arrangement purporting to be a cheetu shall be deemed to be a cheetu for the purposes of this Ordinance, unless at the time of the formation of that scheme or arrangement the persons joining as subscribers and the person acting as manager agree upon and adopt each of the following essential terms and conditions :—

Essential terms and conditions of a cheetu.

- (a) that the cheetu is to be for a specified amount and for a specified number of subscribers only ;
- (b) that the subscribers are to contribute equal portions of the amount ;
- (c) that the contribution of each subscriber is to be paid to the manager in money in equal instalments of a specified value during a specified period not exceeding thirty months ;
- (d) that each instalment is to be payable on a date specified therefor or within such number of days of grace after that date as may be specified ;

- (e) that on or after each date on which the instalments are payable, the cheetu amount is to be put up for sale by the manager among the subscribers either by auction or by way of sealed tenders ;
- (f) that each of the subscribers is to be entitled to purchase the cheetu amount once and not oftener during the period of that cheetu, and that no subscriber who has been declared the purchaser at any such sale is to be entitled or permitted to bid or tender at any subsequent sale ;
- (g) that every bid or tender of a subscriber at a sale is to indicate the sum which he is willing to forego as discount for the privilege of obtaining the prize on that occasion ;
- (h) that of the subscribers entitled to bid at any sale, the subscriber who offers the highest discount is to be declared the purchaser ;
- (i) that the purchaser is to be entitled to receive the prize consisting of the cheetu amount less the discount offered by him, on giving security to the manager for the due payment of his future instalments in respect of that cheetu ;
- (j) that out of the discount so secured at each sale, the manager is to appropriate for commission and working expenses a specified sum or a sum bearing a specified proportion to the prize at that sale ;
- (k) that the balance of the discount is to be distributed in equal proportion among all the subscribers.

(2) In every case where the manager of a cheetu desires to participate therein as a subscriber, it shall also be obligatory to adopt, in addition to the terms and conditions set out in sub-section (1), the condition that he is not to be entitled to bid or tender as an ordinary subscriber at any sale held for the purposes of that cheetu, and that the final cheetu amount made up of the instalments payable at the end of the cheetu period is to be appropriated by him for his share.

Schemes which only partake of the nature of a cheetu.

4 Every scheme or arrangement which, notwithstanding that it purports to be a cheetu, is not based wholly on the essential terms and conditions set out in section 3 or which is based on terms and conditions inconsistent wholly or in part with those essential terms and conditions, shall for the purposes of this Ordinance be deemed only to partake of the nature of a cheetu.

Explanation I.—A scheme or arrangement under which the right to a prize is determined by the drawing of lots is not a cheetu but only partakes of the nature of a cheetu.

Explanation II.—A scheme or arrangement under which all the subscribers are to get prizes in turn with a liability to pay future contributions but the prizes themselves are of fixed amounts and not ascertainable by the deduction of the discount offered from the cheetu amount in each case, is not a cheetu but only partakes of the nature of a cheetu.

Prohibition of schemes which only partake of the nature of a cheetu.

5 (1) No person shall promote or conduct, or aid assist or take any part in the promotion or conduct of, any scheme or arrangement which only partakes of the nature of a cheetu within the meaning of section 4.

(2) No right or claim under any scheme or arrangement which only partakes of the nature of a cheetu within the meaning of section 4, shall be enforceable by action in any court or village tribunal in this Island.

Prohibition of cheetus conducted in contravention of the Ordinance.

6 (1) No person shall promote or conduct, or aid assist or take any part in the promotion or conduct of, any cheetu otherwise than in accordance with the provisions of this Ordinance.

(2) Any scheme or arrangement which is based wholly on the essential terms and conditions set out in section 3 or has all the attributes and incidents of a cheetu within the scope and intent of that section, shall, notwithstanding that it is called by any other name, be deemed to be a cheetu for the purposes of this Ordinance.

(3) Nothing in this section shall affect any cheetu in which the cheetu amount does not exceed fifty rupees.

CHAPTER III.

Formation and Registration of Cheetus.

7 (1) Subject to the provisions of Chapter V. relating to the formation of cheetu by companies or firms or by individuals trading under business names, every cheetu shall be formed by the execution of a written agreement between the manager on the one part and the intending subscribers severally on the other part.

Formation of cheetus.

(2) Every such agreement shall contain—

Requisites of the agreement.

- (a) all the essential terms and conditions set out in section 3 with the actual amounts dates and other particulars necessary in each case,
- (b) the full name and address of the manager and of each of the subscribers, the business address of the manager or the exact situation of the place where the records of the cheetu are to be kept and its business is to be transacted,

and may in addition contain such other terms and conditions not inconsistent with the essential terms and conditions as may be agreed upon between the parties for the better management and control of the cheetu.

(3) In respect of every cheetu, the agreement as aforesaid shall be signed in original and duplicate by the manager and the several intending subscribers, either in person or by duly authorized agent, and each signature shall be attested by not less than two witnesses present at the time of signing.

8 (1) As soon as may be after the agreement has been signed by each intending subscriber, the manager shall give him a written acknowledgment that that subscriber is entitled to participate in the cheetu.

Duty of manager to acknowledge subscribers' rights.

(2) Within twenty-one days, exclusive of Sundays and public holidays, after the formation of a cheetu under section 7, the manager of the cheetu shall deliver or transmit the agreement in original and duplicate to the Registrar.

and to forward agreement for registration.

9 The Registrar shall, if the agreement is in accordance with the requirements of this Ordinance and the regulations made thereunder, forthwith—

Duties of the Registrar.

- (a) register the cheetu in a book kept by him for the purpose ;
- (b) endorse the fact of the registration and the registered number under his signature on each of the copies ;
- (c) return the original so endorsed to the manager ; and
- (d) file the duplicate so endorsed in his office.

10 Within seven days of the receipt of the original endorsed by the Registrar, the manager shall deliver or transmit to every subscriber a copy, certified under his signature as a true copy, of the agreement and of the endorsement made thereon by the Registrar.

Duty of manager to furnish copies of registered agreement to subscribers.

CHAPTER IV.

Conduct of Cheetus.

11 Every cheetu shall be conducted in accordance with the provisions of this Ordinance and the regulations made thereunder and the terms and conditions of the agreement relating to that cheetu.

Conduct of cheetus.

12 (1) Where the provisions of the Ordinance or the regulations made thereunder or the terms and conditions of the agreement require any matter to be decided by a meeting of the subscribers, the manager shall convene a meeting for the purpose by written notice served on each of the subscribers not less than seven days before the date selected by him for the meeting.

Meetings of subscribers.

(2) Every such notice shall state the time and place at which the meeting is to be held, and the business to be transacted at the meeting.

(3) The notice may either be served personally on each subscriber or sent to him by registered or certified post ; and any notice sent to a subscriber by registered post shall be deemed to have been duly served if it was addressed to the registered address of that subscriber or to any other address notified by him in writing to the manager.

Minutes of meetings.

13 (1) The manager shall enter in a book to be kept by him for the purpose the minutes of the proceedings of every meeting of the subscribers, and the minutes shall in every case contain the following particulars :—

- (a) the place, date, time, and duration of the meeting ;
- (b) the names of the subscribers who were present ;
- (c) the items of business transacted at the meeting ;

and in the case of a meeting at which a cheetu amount is auctioned, the following additional particulars :—

- (d) the serial number of the auction ;
- (e) the name of each bidder and the amount of each bid ;
- (f) the name of the purchaser ; and
- (g) the amount of the discount.

(2) The minutes of each meeting shall be entered in the book immediately after the meeting and shall be signed in every case by the manager and by not less than two of the subscribers present at the meeting, and in the case of a meeting at which a cheetu amount is auctioned, by the purchaser also.

Copy of minutes to be filed in Registrar's office.

(3) A copy of the minutes so recorded of each meeting, certified as a true and correct copy under the hand of the manager, shall within twenty-one days of that meeting be forwarded by him to the Registrar who shall file it in his office : Provided, however, that in lieu of this sub-section the provisions of sub-sections (2) and (3) of section 14 shall apply to the minutes of any meeting at which any alteration of the terms and conditions of the agreement is adopted.

Alteration of the agreement

14 (1) Subject to the provisions of this Ordinance and the regulations made thereunder and subject also to any terms or conditions contained in the agreement as to the matters or the mode in which alterations of the agreement may be made, any alteration of the figures amounts dates or other particulars which are not likely to affect the intention or the legal effect of the essential terms and conditions, or any alteration of the additional terms and conditions contained in any registered agreement, may be made at any meeting of the subscribers, duly convened for the purpose, by the votes of a majority the aggregate of whose instalments is not less than three-fourths of the cheetu amount.

and registration of the alteration.

(2) Within twenty-one days of each such meeting two copies of the minutes of that meeting, certified under the hand of the manager as true and correct copies, of the minutes recorded and signed in the manner required by section 13, shall be delivered or transmitted by him to the Registrar.

(3) The provisions of sections 9 and 10, as to registration and service of copies on the subscribers, shall apply to the copies of the minutes so delivered or transmitted.

Receipts for the instalments paid.

15 Every subscriber shall be entitled to a receipt under the hand of the manager for each instalment paid by him.

Payment of first instalment.

16 The manager shall not demand or receive payment of the first instalment due from any subscriber until he has complied with the requirements of section 10.

Security to be given by managers.

17 As soon as may be after the agreement is signed by the last of the intending subscribers, the manager shall execute as security for the due discharge of his duties and liabilities under the agreement, and shall forward to the Registrar together with the original and the duplicate of the agreement, a bond hypothecating to the Registrar-General, in trust for the subscribers, property, movable or immovable, sufficient for the realisation of twice the cheetu amount, and approved by the Registrar subject to such regulations as may be made for prescribing the conditions of such approval or the procedure to be followed.

Security to be given by purchaser of cheetu amounts.

18 Each subscriber who is declared the purchaser of a cheetu amount, shall, as a condition precedent to the payment of the prize amount by the manager, give security to the manager for the payment of the instalments due from that subscriber for the remainder of the cheetu period, by the execution of a bond hypothecating to the manager in trust for the other subscribers either movable or immovable property not less in value than twice the aggregate amount of those instalments. Where any property tendered by the

subscriber as security is not accepted by the manager, the subscriber shall have the right to appeal to the Registrar subject to such regulations as may be made for prescribing the procedure to be followed.

The decision of the Registrar shall be final as to the sufficiency of such security.

19 (1) Where, by reason of the failure of the subscriber purchasing any cheetu amount to give the security required under section 18, the prize amount remains unpaid on the date fixed for the auction of the next succeeding cheetu amount, the manager shall, within fourteen days after that date, deposit that prize amount in such bank as may be approved by the Registrar-General.

Prize amount to be deposited in bank if security is not given by purchaser.

(2) Any prize amount deposited under sub-section (1) may be withdrawn from the bank for payment to the purchaser on the requirements of section 18 as to security being complied with by the purchaser.

(3) In any case referred to in sub-section (1), if security is not given within one month after the date of the deposit of the prize amount in a bank, the manager may either—

- (a) declare the next highest bidder at that sale to be the purchaser of the cheetu amount, and make payment to him of a prize amount according to his bid, on his furnishing security as required by section 18 ; or
- (b) fix a date for a fresh sale of that cheetu amount and give not less than seven days' notice of the date to each of the subscribers then entitled to bid at a sale.

20 (1) Where default in the payment of any instalment is made by any subscriber who has not purchased a cheetu amount, the manager shall be entitled to remove the name of the defaulting subscriber from the register of subscribers kept under section 25 and to substitute therein the name of a new subscriber : Provided, however, that the removal of the name from the register shall not be deemed to prejudice the right of the defaulting subscriber to a refund of the actual amount of any earlier instalments paid by him, at such time and with such deductions by way of penalty as may be authorized by the terms and conditions of the agreement.

Substitution of new subscriber for defaulting subscriber who has not purchased any cheetu amount.

(2) Within twenty-one days of the substitution of a new subscriber under sub-section (1), the manager shall deliver or transmit to the Registrar two copies of a statement under his hand setting out the full particulars of the removal and the substitution, and the provisions of sections 9 and 10 as to registration and service of copies on the subscribers shall apply to the copies of the statement so delivered or transmitted.

(3) Upon the registration of the manager's statement relating to the substitution of a new subscriber, all the rights and liabilities that would under the agreement have accrued to or been incurred by the defaulting subscriber after the date of such substitution if he had not made default, shall be deemed to be transferred to the new subscriber.

(4) No collateral undertaking as to mutual rights and obligations entered into by the manager and the new subscriber for the purposes of the substitution of the new subscriber, shall be deemed to affect in any respect the duties and liabilities of the new subscriber under the terms and conditions of the agreement.

21 (1) In any case referred to in section 20, the manager may, before substituting a new subscriber in place of the defaulting subscriber whose name is removed from the register under that section, convene a meeting of the remaining subscribers for the purpose of obtaining their consent to a reduction of the number of subscribers and of the cheetu amount by refraining from substituting a new subscriber in place of the defaulting subscriber.

Voluntary reduction of membership in lieu of substitution of new subscriber.

(2) If at the meeting so convened, the subscribers by a majority representing not less than two-thirds of the cheetu amount at the time of the meeting, consent to such reduction and to the necessary alteration of the agreement, the manager shall take steps required by section 13 for the registration of the alteration.

(3) Upon the registration of the alterations made for the purposes of a voluntary reduction under this section, every subscriber who is the purchaser of a cheetu amount sold at any auction prior to the date of the reduction, shall be liable to continue the payment of the instalments specified in the agreement until the aggregate amount so contributed by him becomes equal to the cheetu amount at the time of the sale at which he was declared the purchaser.

Liability of defaulting subscribers to pay future instalments.

22 Where default in the payment of any instalment is made by a subscriber who has already purchased a cheetu amount, that subscriber shall be liable to make immediate payment to the manager of the aggregate of all the instalments payable by him to the end of the cheetu period.

Transfer of subscriber's rights.

23 (1) Any subscriber who has not purchased a cheetu amount may make over his rights in the cheetu by a transfer in writing to any person approved by the manager.

(2) Notice of every transfer made under sub-section (1) shall be given forthwith to the manager, in writing signed by the transferor and the transferee.

(3) On receipt of the notice of any transfer made under sub-section (1) the manager shall make the appropriate entries in the register of members kept under section 25 and deliver or transmit a copy of the entries to the Registrar within twenty-one days of the date on which they were made. The provisions of sections 9 and 10 as to registration and service of copies on the subscribers shall apply to every copy delivered or transmitted under this sub-section.

(4) Where the transfer of the rights of any subscriber under sub-section (1), is proved at any time during the cheetu period to have been made to any person who was insolvent at the time of the transfer or to have been made with the intention of defeating the provisions of any law in force in Ceylon, the transfer shall not be deemed to operate as a discharge to that subscriber from his duties and liabilities under the terms and conditions of the agreement.

(5) Notwithstanding anything contained in any other written law to the contrary, the stamp duty payable on any transfer under this section shall be fifty cents irrespective of the consideration for the transfer.

Transfer of manager's right to recover instalments to be voidable.

24 Any transfer made by the manager of his right to recover the instalments payable by subscribers who have purchased cheetu amounts, shall be voidable at the instance of any subscriber who has not purchased a cheetu amount if such transfer is likely to defeat or delay the rights of that subscriber under the terms and conditions of the agreement.

Books to be kept by manager.

25 The manager shall keep, and from day to day regularly post up the following books and such other books as may from time to time be prescribed by regulation :—

(1) A register of subscribers containing—

(a) the names and full addresses of all subscribers with the respective dates on which the subscribers signed the agreement, and the date on which any subscriber ceased to be a subscriber by reason of a transfer of rights or of a substitution in case of default ;

(b) in the case of any transfer of rights by a subscriber, the name and full address of the person to whom the rights are transferred, with the date of such transfer and the date on which notice thereof is given to the manager ; and

(c) the name and full address of any person substituted in place of defaulting subscribers, with the dates on which they are so substituted.

(2) The minute book required under section 13.

(3) An account book containing separate accounts of the following :—

(a) the instalments paid by each subscriber and the respective dates of such payments ;

(b) the prize amounts paid to purchasers of the cheetu amount and the respective dates of such payments ;

(c) the amount of the manager's commission or remuneration and the registration fees paid by him ; and

(d) the amount of the dividend paid to each subscriber on each occasion and the date of such payment.

Manager's liability to subscribers.

26 (1) The manager shall be liable to each subscriber for all amounts due to that subscriber under the terms and conditions of the agreement.

(2) The manager shall not be entitled to withdraw from the management and conduct of the cheetu without the written consent of all the subscribers.

(3) Where the manager is adjudicated an insolvent before payment in full of any debt due from him to any subscriber under the terms and conditions of the agreement relating

to the cheetu, that debt shall, notwithstanding anything contained in any other written law to the contrary, be a first charge upon any property acquired or held by him for the purposes of that cheetu.

27 Where the terms and conditions of the agreement permit the manager to participate in the cheetu as a subscriber, he shall be liable to pay the same instalments as the other subscribers, and shall be entitled to the last cheetu amount

Manager's liability and right as participant in cheetu.

28 When the manager of a cheetu dies or is incapacitated by unsoundness of mind, his legal representative or guardian, as the case may be, may in the absence of any provision to the contrary in the agreement, take the place of the manager and continue the cheetu or make suitable arrangements for its continuance.

Continuance of cheetu on manager's death or incapacity.

For the purposes of this section legal representative shall mean an executor or administrator, or in the case of an estate below the value of two thousand five hundred rupees, the next of kin who have adiated the inheritance.

29 (1) A cheetu shall be deemed to terminate upon the occurrence of any of the following events :—

Termination of cheetu.

- (a) on the expiry of the cheetu period as specified in the agreement or curtailed by reason of any voluntary reduction of membership duly affected under section 21 ;
- (b) on the failure of the manager to conduct the cheetu in accordance with the provisions of the Ordinance, the regulations made thereunder and the terms and conditions of the agreement as lawfully altered for the time being ;
- (c) when the manager is adjudicated an insolvent ;
- (d) when the legal representative of a deceased manager or the guardian of a manager of unsound mind fails to continue the cheetu or to make suitable arrangements for its continuance as required by section 28.

(2) Upon the termination of a cheetu otherwise than by the expiry of the cheetu period as specified in the agreement or reduced under section 21, every subscriber who has not purchased a cheetu amount shall be entitled either—

- (a) to recover from the manager or the manager's estate, as the case may be, the aggregate of the actual amounts contributed by that subscriber as instalments under the agreement prior to the termination if the cheetu ;
or
- (b) to apply to a court of competent jurisdiction, by way of summary procedure under Chapter XXIV. of the Civil Procedure Code, 1889, for an order—
 - (i) directing each subscriber who has drawn a prize amount in that cheetu to deposit in court upon the due dates the several instalments, which, if the cheetu had not terminated, would have been payable by such subscriber to the manager, until the aggregate of the amounts paid to the manager by that subscriber before the termination of the cheetu and of the amounts so deposited in court becomes equal to the cheetu amount at the time of the sale at which that subscriber was declared the purchaser ; and
 - (ii) declaring that all amounts so deposited in court shall be divided rateably among the subscribers who have not drawn a prize amount in that cheetu, and setting out for that purpose any scheme of distribution that may be necessary.

(3) Where any action is instituted by a subscriber for the enforcement of a claim under paragraph (a) of sub-section (2), the manager or the manager's legal representative or guardian as the case may be, may apply for an order of court under paragraph (b) of sub-section (1) in like manner as a subscriber and any sum of money that may be received under such an order by the subscriber instituting the action, shall be set off against the amount claimed by him in the action.

CHAPTER V.

Special provisions relating to companies, firms, and individuals trading under business names.

Restrictions on operations of companies firms and individuals with business names.

30 It shall not be lawful for any company or firm or for any individual carrying on business under a business name which does not consist of his true full name without any addition, to promote or to form a cheetu unless that company or firm or such individual is duly registered and has deposited security in accordance with the provisions of this Chapter.

Registration.

31 (1) Where any company, or firm, or any individual with a business name, desires to conduct cheetus in more than one revenue district, the registration required by this Ordinance shall be effected in each of those districts, whether or not that company firm or individual has an office or branch office in any of those districts.

(2) Where the cheetus are to be conducted by any such company firm or individual in one revenue district alone, the registration shall be effected in the office of the registrar of lands of that district.

(3) Every application for registration shall be in the prescribed form and shall be presented to the Registrar of Lands of the district or each of the districts in which the cheetus are to be conducted.

(4) Every application for registration made by a company shall be accompanied by such documents as may be necessary to prove to the satisfaction of the Registrar—

- (a) that the company has been registered or incorporated under any law relating to joint stock companies in force in this Island,
- (b) that it has a fully paid-up capital of not less than ten thousand rupees in cash, and
- (c) that it is not carrying on the business of banking or insurance or any business in the nature of banking or insurance or any kind of trade.

(5) Every application for registration made by a firm shall be accompanied by such documents as may be necessary to prove to the satisfaction of the Registrar—

- (a) that the firm has been registered under any law relating to the registration of business names in force in the Island,
- (b) that it has a capital of not less than ten thousand rupees in cash, and
- (c) that it is not carrying on the business of banking or insurance or any business in the nature of banking or insurance or any kind of trade.

(6) Every application for registration made by an individual with a business name shall be accompanied by such documents as may be necessary to prove in respect of that individual to the satisfaction of the Registrar the facts enumerated in sub-section (5).

(7) The Registrar may in his discretion disallow any application for registration made to him.

(8) If the Registrar decides to allow any application, he shall enter the particulars set out therein in a Register of Cheetu Promoters, and shall issue to the applicant a certificate of registration in such form as may be prescribed by regulation.

Cancellation of registration.

32 If at any time the Registrar has reasonable cause to believe that any company firm or individual registered under section 31 has ceased to have the capital, or has commenced any kind of business or trade, specified in that section, he may by notice in writing call upon that company firm or individual to show cause why the name of the company firm or individual should not be removed from the Register, and if sufficient cause is not shown he may remove the name accordingly and recall and cancel the certificate of registration.

Certificate of registration.

33 The certificate of registration issued under section 31, or a certified copy of that certificate, shall, so long as it remains valid, be kept exhibited in a conspicuous position at the principal place of business of the company firm or individual or at the place of business in the district to which the certificate relates, and in the event of its being recalled for cancellation by the Registrar, shall be surrendered forthwith.

Security.

34 (1) The registration of any company firm or individual under this Ordinance shall not be deemed to authorise the promotion or formation of any cheetu until security in respect of that cheetu is deposited in accordance with the provisions of this section.

(2) Every such company firm or individual shall, in respect of each cheetu proposed to be formed by that company firm or individual give security for twice the cheetu amount of the proposed cheetu by hypothecating to the Crown—

- (a) a cash deposit of twice the cheetu amount made either in the nearest Kacheheri or to the credit of the Financial Secretary in a bank approved for that purpose by regulation, or
- (b) securities guaranteed by the Government of Ceylon or issued by the Government of Ceylon or of India or of the United Kingdom, deposited to the aforesaid value either in the nearest Kacheheri or with the Financial Secretary.

35 No agreement relating to any cheetu purporting to be formed by a company or firm or an individual with a business name shall be registered until it is proved to the satisfaction of the Registrar that security in respect of that cheetu has been given under section 34.

Security to be a prerequisite to registration of agreement.

36 (1) The total value of the cheetus conducted at any one time by any company firm or individual registered under this Ordinance shall not exceed ten times the value of the paid-up capital of that company firm or individual.

Financial limits to be observed.

(2) It shall be lawful for the Registrar to refuse to register the agreement relating to any cheetu promoted by any company firm or individual, if he is satisfied that the formation of that cheetu will make the total value of the cheetus conducted at that time by that company firm or individual exceed the limit specified in sub-section (1).

(3) For the purposes of this section, the "total value" of a cheetu means the aggregate of the cheetu amounts that are to be collected and put up for sale during the period of that cheetu.

37 In the registration and the conduct of cheetus formed by a company or firm or an individual with a business name, the duties imposed on the manager of a cheetu by the provisions of Chapters III and IV, shall be performed—

Application of Chapters III. and IV.

- (a) in the case of a company, by the officer by whatever name called, who is in executive control of the business of the company,
- (b) in the case of a firm, by the managing partner or by any officer appointed by the partners to have the management and executive control of the business of the firm, and
- (c) in the case of an individual, by him under the business name and style registered in that behalf.

38 In the case of a cheetu conducted by a registered company or firm, the sale of the cheetu amounts may, if the terms and conditions of the agreement provide therefor, be effected by way of sealed tenders as an alternative to an auction, if at a duly convened meeting of the subscribers held before the sale of the first cheetu amount a majority representing three-fourths of the cheetu amount resolves to adopt the method of sealed tenders; and the method adopted for the sale of the first cheetu amount shall be followed at each subsequent sale in connection with that cheetu:

Sale by tender as an alternative to auction.

Provided however that in every case where the tenders of two or more subscribers are of the same value, the cheetu amount shall be put up for sale by auction among those subscribers, and the initial bid at every such auction shall be the amount set out in the tenders of those subscribers.

39 (1) No company firm or individual registered under section 31, shall be entitled to bid or to submit a tender or shall bid or submit a tender either directly or indirectly, at any sale of a cheetu amount held by auction or by tender in connection with any cheetu formed or conducted by that company firm or individual.

Prohibition of bid or tender by promoters.

(2) Any company firm or individual registered under section 31, may, in lieu of substituting a new subscriber in the place of each defaulting subscriber, take up the share of one or more defaulting subscribers, and in every such case the company firm or individual shall be entitled to take, without an auction or other sale and without any discount, the successive cheetu amounts available after the last of the continuing subscribers has purchased his amount.

(3) Whenever a company takes up the share of a defaulting subscriber under sub-section (2), a statement of the fact shall be delivered or transmitted to the Registrar in like manner as in the case of the substitution of a new member under section 20.

Disputes to be settled by arbitration.

40 All matters in dispute between the subscribers to a cheetu and the company or firm or the individual with a business name, conducting that cheetu shall be settled by arbitration.

Termination of a cheetu conducted by a company or firm or an individual with a business name.

41 (1) In lieu of the provisions of sub-section (1) of section 29 the provisions of this section shall apply to a cheetu conducted by a company or firm or an individual with a business name.

(2) A cheetu conducted by a company shall be deemed to terminate—

- (a) when the cheetu period specified in the agreement expires ; or
- (b) on the failure of the company to conduct the cheetu in accordance with the provisions of the Ordinance, the regulations made thereunder, and the terms and conditions of the agreement as lawfully altered for the time being ; or
- (c) when steps are taken for the winding up of the company whether voluntarily or by order of court ; or
- (d) when the certificate of registration is cancelled by the Registrar under section 32.

(3) A cheetu conducted by a firm shall be deemed to terminate—

- (a) when the cheetu period specified in the agreement expires ; or
- (b) on the failure of the firm to conduct the cheetu in accordance with the provisions of the Ordinance, the regulations made thereunder, and the terms and conditions of the agreement as lawfully altered for the time being ; or
- (c) when the partnership is unable to meet its liabilities or is dissolved ; or
- (d) when the certificate of registration is cancelled by the Registrar under section 32.

(4) A cheetu conducted by an individual with a business name shall be deemed to terminate—

- (a) when the cheetu period specified in the agreement expires ; or
- (b) on the failure of the individual to conduct the cheetu in accordance with the provisions of the Ordinance, the regulations made thereunder, and the terms and conditions of the agreement as lawfully altered for the time being ; or
- (c) when that individual becomes insolvent, or is incapacitated by unsoundness of mind, or dies ; or
- (d) when the certificate of registration is cancelled by the Registrar under section 32.

Misconduct of companies to be reported to registrar of joint stock companies.

42 It shall be the duty of the Registrar to report to the registrar of joint stock companies every case of dishonesty fraud or gross mismanagement on the part of any company in the conduct of a cheetu under this Ordinance, and on receipt of such report the registrar of joint stock companies shall take steps for the compulsory winding-up of the company in accordance with the provisions of any written law in force in the Island in that behalf :

Provided, however, that in the case of a company duly conducting six or more cheetus simultaneously, the termination of any one cheetu, through any act omission or default on the part of the company, shall not be deemed to be a ground for the compulsory winding-up of the company.

CHAPTER VI.

Miscellaneous.

Fees payable to the Registrar.

43 (1) Fees at the rates set out in the schedule to this Ordinance shall be paid to the Registrar for each of the following :—

- (a) the registration of the agreement and of alterations of the agreement ;
- (b) the registration of copies of minutes and other statements for which registration is required under the Ordinance ;
- (c) the search for any registered or other document on application made by any person ;
- (d) the inspection by any person of any document registered or filed in the office or of the Registrar ;

- (e) the issue of a certified copy or extract of any document registered or filed in the office of the Registrar ;
- (f) the registration under Chapter V of a company or firm or an individual with a business name ;
- (g) the certificate of registration issued under Chapter V, and certified copies thereof.

(2) The fee shall in every case be payable by means of one or more uncanceled stamps of the appropriate value affixed, as the case may be, to the document delivered or transmitted for registration or to the application presented.

44 (1) The Executive Committee of Labour, Industry and Commerce may make all such regulations as may be necessary for carrying into effect the principles and provisions of this Ordinance.

Regulations.

(2) In particular and without prejudice to the generality of the powers conferred by sub-section (1), the Executive Committee may make regulations for or in respect of all or any of the following matters, namely :—

- (a) for all matters stated or required in this Ordinance to be prescribed ;
- (b) for varying the fees payable to the Registrar as set out in the Schedule ;
- (c) for prescribing the procedure to be adopted by the Registrar in registering or filing any document in respect of which special provision is not made by this Ordinance ;
- (d) for prescribing the accounts or books to be kept and the forms to be used by the manager of a cheetu in any case where express provision is not made by this Ordinance ; and for providing for the periodical inspection of such accounts or books by the Registrar or by an officer authorised by the Registrar-General ;
- (e) for prescribing the periods during which the several documents registered or filed in the office of the Registrar shall be preserved, and the method of disposal of such documents at the end of those periods.

(3) No regulation made under this Ordinance shall have effect until it is approved by the State Council and ratified by the Governor and notification of such approval and ratification is published in the Gazette.

45 (1) Every act in contravention of any of the provisions of this Ordinance, and every omission of any duty imposed by this Ordinance, shall be an offence punishable—

Offences and penalties.

- (a) in the case of a first offence, with a fine not exceeding one hundred rupees or with imprisonment of either kind for a period not exceeding one month ;
- (b) in the case of a second offence with a fine not exceeding two hundred and fifty rupees, or with imprisonment of either kind for a period not exceeding three months ; and
- (c) in the case of a third or any subsequent offence with a fine not exceeding one thousand rupees or imprisonment of either kind for a period not exceeding one year :

Provided, however, that any contravention of section 5 (1) or of section 30 may, notwithstanding that it is a first offence, be punishable in the discretion of the court with a fine not exceeding one thousand rupees or with imprisonment of either kind for a period not exceeding one year.

(2) Where an offence under this Ordinance is committed by a company, every director of that company and the officer by whatever name called who has the executive control and management of the business of the company, shall severally be deemed to be guilty of the offence and be liable to the penalty specified in that behalf in sub-section (1).

(3) Where an offence under this Ordinance is committed by a firm, every partner of that firm and the officer by whatever name called who has the executive control and management of the business of the firm, shall severally be deemed to be guilty of the offence and be liable to the penalty specified in that behalf in sub-section (1).

(4) Where an offence under this Ordinance is committed by an individual with a business name, the individual shall personally be liable to the penalty specified in that behalf in sub-section (1).

(5) Every offence under this Ordinance shall be summarily triable, and any penalty set out in sub-section (1) may be imposed, by a Police Court, notwithstanding that such penalty exceeds the limits imposed on its jurisdiction by any other written law.

(6) In respect of any offence under this Ordinance other than a contravention of section 5 (1) or section 30, the Registrar-General may in his discretion accept from the offender in composition of the offence a penalty not exceeding the amount of the maximum fine prescribed in sub-section (1) for that class of offences; and where a penalty is so accepted by the Registrar-General in respect of any offence, no criminal proceedings shall be commenced or maintained against the offender.

CHAPTER VII.

Transitory Provisions relating to Cheetus actually conducted at the date of the commencement of the Ordinance.

Statement to be furnished by manager.

46 (1) Within one month after the date on which this Ordinance comes into operation, the manager of every cheetu of which the cheetu amount exceeds fifty rupees and which is actually being conducted at that date, shall furnish to the Registrar of Lands of the district in which the manager resides or has his place of business, a statement verified by affidavit and containing the terms and conditions of, and the following particulars relating to, that cheetu :—

- (a) the name and address of the manager or of the company, firm, or individual with a business name, conducting the cheetu ;
- (b) the cheetu amount ;
- (c) the date of the formation of the cheetu ;
- (d) the cheetu period ;
- (e) the names and addresses of the subscribers ;
- (f) the names of the several purchasers of the cheetu amounts already sold, and the amount of the respective prizes drawn by them ;
- (g) the manager's commission ;
- (h) the amount distributed up to that date as dividends each month to each of the subscribers.

(2) The Registrar shall have the right to call for any additional information or explanation he may deem necessary as to any cheetu to which sub-section (1) applies.

Registration.

(3) On receipt of a statement furnished under sub-section (1) the Registrar shall enter the particulars set out therein in a Register of Existing Cheetus, and shall forward to the Registrar-General the statement and all other information relating to the cheetu.

Exemption from other provisions of the Ordinance.

(4) The Registrar-General may of his own motion or on application made by the manager of any cheetu registered under this section, exempt that cheetu by an order under his hand from the provisions of all or any of the other sections of this Ordinance, either unconditionally or subject to the condition that the manager shall give security for the proper conduct of the cheetu by the hypothecation in favour of the Crown of movable or immovable property approved by the Registrar and not less in value than twice the cheetu amount of that cheetu ; and the provisions of all other sections of this Ordinance shall cease to apply to any cheetu in respect of which an unconditional order is so made or the condition so imposed as to the security to be given is duly fulfilled.

Offences and penalties.

(5) The failure to furnish a statement under sub-section (1), or any additional information or explanation called for under sub-section (2), in respect of any cheetu to which this section applies or the conducting of any such cheetu without fulfilling the condition as to the security to be given where such condition has been imposed by the Registrar-General, shall be an offence punishable with a fine not exceeding one thousand rupees or with imprisonment of either kind for a period not exceeding six months, or with both such fine and imprisonment, after summary trial by a Police Court notwithstanding that such penalty exceeds the limits imposed on its jurisdiction by any other written law.

SCHEDULE.

Table of fees under section 43 (1).

| | |
|--|--------|
| (a) Registration of the agreement and of each alteration of the agreement— | Rs. c. |
| When the Cheetu amount does not exceed Rs. 500 | 5 0 |
| when the Cheetu amount exceeds Rs. 500 and does not exceed Rs. 1,000 .. | 10 0 |
| when the Cheetu amount exceeds Rs. 1,000 and does not exceed Rs. 5,000 .. | 20 0 |
| when the Cheetu amount exceeds Rs. 5,000 .. | 25 0 |
| (b) Registration of copies of minutes and other statements for which registration is required under the Ordinance .. | 0 50 |
| (c) Search for any registered or other document on application made by any person— | |
| For every document .. | 0 50 |
| (d) Inspection by any person of any document registered or filed in the office of the Registrar— | |
| For every document .. | 0 50 |
| (e) Issue of a certified copy or extract of any document registered or filed in the office of the Registrar— | |
| For every 100 words or under .. | 0 50 |
| (f) Registration under Chapter V of a Company or firm or individual with a business name .. | 50 0 |
| (g) Certificate of registration issued under Chapter V, and each certified copy thereof .. | 0 50 |

Passed in Council the Fifth day of December, One thousand Nine hundred and Thirty-five.

E. W. KANNANGARA,
Clerk of the Council.

Assented to by His Excellency the Governor the Twenty-first day of December, One thousand Nine hundred and Thirty-five.

G. M. RENNIE,
Secretary to the Governor.

NOTICES OF INSOLVENCY.

In the District Court of Colombo.

No. 4,929. In the matter of the insolvency of Eric Benjamin Kern of Hampden lane, Wellawatta, Colombo.

WHEREAS the above-named Eric Benjamin Kern has filed a declaration of insolvency, and a petition for the sequestration of his estate has been filed by G. William de Silva of 259, Kalubowila West, under the Ordinance No. 7 of 1853: Notice is hereby given that the said court has adjudged the said Eric Benjamin Kern insolvent accordingly; and that two public sittings of the court, to wit, on January 28, 1936, and on February 11, 1936, 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, GERALD E. DE ALWIS,
December 20, 1935. Secretary.

In the District Court of Kandy.

No. 1,890. In the matter of the insolvency of Vidanelage Francis Soysa of Orange Field Group, Panwilatenne, Gampola.

NOTICE is hereby given that a special meeting of the creditors of the above-named insolvent will take place at the sitting of this court on February 7, 1936, for proof of further claims.

By order of court, R. MALALGODA,
December 21, 1935. Secretary.

In the District Court of Kandy.

No. 2,088. In the matter of the insolvency of Anthony Gabriel Joseph of Daulagala in Peradeniya of 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 February 14, 1936, to consider the granting of a certificate of conformity to the above-named insolvent.

By order of court, R. MALALGODA,
December 21, 1935. Secretary.

B 3

NOTICES OF FISCALS' SALES.

Western Province.

In the District Court of Negombo.

Oona Lana Vana Vana Chinthamany Chettyar, by his attorney Sowanna Maria Muttu Alagu Pulle of Negombo 200.00 Plaintiff.

No. 5,990, 53 - V. 12 - 72 - 78 - 96 - 78 - 00.

Sinhalepedige Guneris of Horampeta : 00. Defendant.

NOTICE is hereby given that on the days mentioned below, commencing at 4 o'clock in the afternoon each day, will be sold by public auction at the respective premises the right, title, and interest of the said defendant in the following properties, viz:

On Monday, February 3, 1936.

(1) An undivided $\frac{2}{3}$ share of the land and of the buildings standing thereon, situated at Helakandana in Dasiya pattu of Alutkuru korale in the District of Negombo, Western Province; and bounded on the north-west, north, and north-east by land said to belong to M. Coranis Appu, east by land belonging to A. Dinesa, south, south-east, and south-west by road, and on the west by land belonging to M. Appurala; containing in extent about 3 roods and 29 perches. Registered under C 138/298.

(2) An undivided $\frac{1}{12}$ share of the land called Galaotukumbura, now converted to a land, and of the buildings and trees standing thereon, situated at Helakandana aforesaid; and bounded on the north by the land appearing in plan No. 55,609, east by the land appearing in plan No. 112,485, south by the land appearing in plan No. 55,645, and on the west by the land appearing in plan No. 112,477 and land belonging to S. Hetuwa; containing in extent 2 acres 1 rood and 21 perches. Registered under C 258/207.

(3) The field called Galaotukumbura, situated at Helakandana aforesaid; and bounded on the north by the field belonging to Selenchiya, east by Depawella, south by high road, and on the west by the land belonging to Paulu Perera Appuhamy; containing in extent about 2 parrabs of paddy sowing ground. Registered under C 109/377.

(4) An undivided $\frac{1}{4}$ share of the land called Beddekele and of the buildings and trees standing thereon, situated at Helakandana aforesaid; and bounded on the north-east and east by the land appearing in plan No. 55,605, south, south-west, and west by the land belonging to

Dinesa and others, and on the north-west by the land appearing in plan No. 55,633; containing in extent 7 acres 3 roods and 13 perches. Registered under C 19.

(5) An undivided $\frac{1}{3}$ share of the land and of the buildings standing thereon, situated at Horampella in Dasiya pattu aforesaid; and bounded on the north, east, and south by Crown land, and on the west by Crown land and land of Hawadiya, including cemetery; containing in extent about 7 acres 3 roods and 5 perches ($\frac{2}{3}$ share of this land is subject to the mortgage bond No. 825 dated September 17, 1928, attested by S. M. A. Rahiman, Notary Public of Negombo). Registered under C 302/181.

(6) An undivided $\frac{1}{2}$ share of the land called Kendakele and of the buildings standing thereon, situated at Horampella aforesaid; and bounded on the north-west and north by lands appearing in plans Nos. 122,230 and 21,300 and land said to belong to H. Ganchuwa and others, east by land said to belong to H. Ganchuwa and others and land appearing in plan No. 67,386, south-east by land said to belong to R. Thembiliya, south-west by lands said to belong to R. Sella and others, R. Banga and others, and R. Thembiliya and others, and on the west by lands said to belong to R. Minduwa and others; containing in extent about 7 acres 1 rood and 34 perches ($\frac{2}{3}$ share of this land is subject to the mortgage bond No. 825 dated September 17, 1928, attested by S. M. A. Rahiman, Notary Public of Negombo). Registered under C 303/182.

On Tuesday, February 4, 1936.

(7) An undivided $\frac{1}{3}$ share of the land called Kendakele and of the buildings standing thereon, situated at Horampella aforesaid; and bounded on the north-east by land appearing in plan No. 21,300, east and south by land appearing in plan No. 122,231, west by land appearing in plans Nos. 122,240 and 50,901, and on the north-west by Crown land; containing in extent about 1 acre 2 roods and 2 perches ($\frac{2}{3}$ share of this land is subject to the mortgage bond No. 825 dated September 17, 1928, attested by S. M. A. Rahiman, Notary Public of Negombo). Registered under C 138/301.

(8) An undivided $\frac{1}{3}$ share of the land called Kahatagahalanda and of the buildings standing thereon, situated at Horampella aforesaid; and bounded on the north, south, and west by land appearing in plan No. 122,232, and on the east by land appearing in plan No. 122,240; containing in extent 2 roods and 27 perches. Registered under C 135/302.

(9) An undivided $\frac{1}{3}$ share of the two contiguous portions of land called Kahatagahalanda and of the buildings standing thereon, excluding therefrom the southern portion in extent 2 acres and an undivided south-eastern portion in extent 10 perches, situated at Horampella aforesaid; and bounded on the north by land appearing in plan No. 50,901, east by lands appearing in plans Nos. 122,240, 122,233, and 122,241, south by lands appearing in plans Nos. 121,630 and 122,234, and on the west by lands appearing in plan No. 122,226; containing in extent about 4 acres 3 roods and 17 perches. Registered under C 274/15.

(10) An undivided $\frac{1}{3}$ share of the land called Kiripallagahawatta and of the buildings standing thereon, situated at Horampella aforesaid; and bounded on the north by the road, east by land appearing in plan No. 122,229 and Crown land, south by land appearing in plan No. 50,901, and on the west by the burial ground; containing in extent about 1 acre and 38 perches. Registered under C 138/304.

(11) An undivided $\frac{2}{3}$ share of an undivided western $\frac{1}{2}$ share of the land called Kendakele and of the buildings standing thereon, situated at Horampella aforesaid; and bounded on the north by the road, east and south by Crown land, and on the west by lands purchased by S. Amanduwa and others; containing in extent 2 roods and 6 perches. Registered C 138/303.

(12) An undivided $\frac{1}{3}$ share of the land called Kendakele and of the buildings standing thereon, situated at Horampella aforesaid; and bounded on the north by the land appearing in plan No. 122,229 and the road, north-east by land appearing in plan No. 122,219, south-east by land appearing in plan No. 21,300, south by land appearing in plan No. 122,230, south-west by land appearing in plan No. 50,901, and on the west by land appearing in plans Nos. 124,979 and 122,229; containing in extent 3 acres 1 rood and 28 perches ($\frac{1}{3}$ share of this land is subject to the mortgage bond No. 825 dated September 17, 1928, attested by S. M. A. Rahiman, Notary Public of Negombo). Registered under C 138/301.

On Wednesday, February 5, 1936.

(13) An undivided $\frac{1}{3}$ share of the land called Dematagahalanda and of the buildings standing thereon, situated at Horampella aforesaid; and bounded on the north by land belonging to Edirisinghepedige Selettua, east by

garden of Menika, south by garden belonging to Utiya and others, and on the west by lands belonging to Siriya and others; containing in extent about $1\frac{1}{2}$ acres. Registered under C 137/307.

(14) An undivided $\frac{1}{3}$ share of the contiguous portions of land called Kahatagahalanda and of the buildings standing thereon, situated at Horampella aforesaid; and bounded on the north, east, and west by land belonging to Sinhala-pedige Amanduwa, and on the south by ditch and live fence of the remaining portion of this land; containing in extent 1 acre 2 roods and 35 perches. Registered under C 138/309.

(15) An undivided $\frac{1}{3}$ share of the field called Etambagahakumbura, situated at Horampella aforesaid; and bounded on the north by the field belonging to Banga Veda and others, east by the lands belonging to Ramayanakapedige Sitta and others, south by the field belonging to Banduwa and others, and on the west by the garden belonging to Banga and others; containing in extent about 2 bushels of paddy sowing ground. Registered under C 138/310.

(16) An undivided $\frac{1}{3}$ share of the land called Kiripallagahalanda and of the buildings and trees standing thereon, situated at Horampella aforesaid; and bounded on the north and east by the land formerly belonging to Markius Lateru and now belonging to Charles Silva, south by the land formerly belonging to E. Markius Lateru and now belonging to S. Charles Silva and S. Sobana, and on the west by the land belonging to the Crown; containing in extent 3 roods and 20 perches. Registered under C 324/8.

(17) Lot A 1 of the land and the buildings and trees standing thereon, situated at Horampella aforesaid; and bounded on the north by land belonging to A. P. Gavariya, east by the land belonging to the said Gavariya and Podda, south by the lot A 2, and on the west by the land belonging to A. P. Gavariya; containing in extent 1 acre 1 rood and 16 perches. Registered under C 297/236.

(18) An undivided $\frac{3}{14}$ share of the field called Maragahakumbura, situated at Horampella aforesaid; and bounded on the north by the field belonging to H. Hapuwa, east by the field belonging to S. Amanduwa, south by the high land belonging to Thembiliya, and on the west by the field belonging to M. Thembiliya; containing in extent 8 lahas of paddy sowing ground. Registered under C 132/170.

On Thursday, February 6, 1936.

(19) Lot A of the land called Dematagahalanda *alias* Kekunagahalanda and the buildings and trees standing thereon, situated at Assennawatta in Dasiya pattu aforesaid; and bounded on the north by the lands belonging to Sima and others, east by the land belonging to Selentua and others, south by the land belonging to K. M. M. Mahamath Cassim and R. Sinduwa and others, and on the west by lot B of this land belonging to R. Sima; containing in extent 1 acre and 37 perches. Registered under C 127/103.

(20) An undivided $\frac{1}{3}$ share of the north-eastern portion of lot A of the land called Galelanda and of the buildings and trees standing thereon, situated at Assennawatta aforesaid; and bounded on the north by the lands belonging to R. Binduwa and others, east by the lands belonging to J. Charlis Silva, south by the lot E of this land belonging to Saradiya and Malliya, and on the west by the lot B of this land belonging to Malliya and another, land belonging to Malliya; containing in extent 1 acre 1 rood and 10 perches. Registered under C 324/193.

(21) Lot A of the land called Gonnagahalanda, situated at Assennawatta aforesaid; and bounded on the north and east by the land belonging to Jayatuwa, south by lot B of this land, and on the west by the land belonging to Savari Vidane; containing in extent $33\frac{6}{100}$ perches. Registered under C 194/292.

(22) An undivided $\frac{25}{48}$ share of the land called Mee-gahawatta and of the buildings standing thereon, situated at Assennawatta aforesaid; and bounded on the north by the land belonging to Lapaya, east by the land belonging to Sira and others, south by the high road, and on the west by the lands belonging to Sinduwa and others; containing in extent $2\frac{1}{2}$ acres or 5 acres 2 roods and 36 perches. Registered under C 152/210.

(23) An undivided $\frac{1}{3}$ share of the land called Halgahawatta and of the buildings and trees standing thereon, situated at Assennawatta or Horampella aforesaid; and bounded on the north by the land belonging to Thembiliya, east by the land belonging to the Government, south by the land belonging to Sima, and on the west by the land belonging to Lebuna; containing in extent 1 acre and 4 perches. Registered under C 186/302.

(24) An undivided $\frac{2}{20}$ share of the land called Delgahawatta and of the buildings standing thereon, situated at Wegowwa in Dasiya pattu aforesaid; and bounded on north by the land belonging to Hapuwa Veda, east by the

land belonging to Tikira, on south by the land belonging to S. Labuna and others, and on the west by the cart road; containing in extent about 2½ acres. Registered under C 172/122.

Amount to be levied Rs. 1,749.25, with interest on Rs. 1,050 at 18 per cent. per annum from October 20, 1931, and on Rs. 260 at 24 per cent. per annum from October 20, 1931, till November 13, 1931, and thereafter at 9 per cent. per annum till payment, less Rs. 1,100.

Deputy Fiscal's Office,
Negombo, December 20, 1935.

A. W. ROSA,
Deputy Fiscal.

In the District Court of Colombo.

The Bank of Chettinad, Limited, of Colombo Plaintiff.
No. 51,697. Vs.

(1) Ponnahennedige Alfred Lewis Dias of Panadure, (2)
R. M. A. R. A. R. R. M. Arunachalam Chettiar of
Sea street, Colombo Defendants.

NOTICE is hereby given that on Friday, January 31, 1936, commencing at 4 o'clock in the afternoon, will be sold by public auction at the premises the right, title, and interest of the said defendants in the following property (mortgaged by the 1st defendant with plaintiff and declared bound and executable for the decree entered in the said case), for the recovery of Rs. 29,212.50, with interest on Rs. 28,500 at 12 per cent. per annum from January 26, 1933, till date of decree September 20, 1933, and thereafter at 12 per centum per annum on the aggregate amount till payment in full and costs of suit, less the sum of Rs. 2,250, viz. :—

1. All that defined western portion marked B, together with the buildings and everything else standing thereon, and appearing in survey plan No. 3,692 dated October 26, 1918, and made by the Ceylon Survey Agency of the five contiguous allotments of land called Madangahawatta and Dombagahawatta now called Alutwatta No. 1, situated at Pattiya South in Panadure totamune in the District of Kalutara, Western Province; which said allotments are severally and more fully described in the schedule B of deed No. 112 dated July 10, 1920, attested by C. S. Perera of Panadure, Notary Public, and registered in B 186/200 and previously in B 58/367, 21/217, 65/383, 27/221, 58/365, 58/366; which said defined western portion is bounded on the north by the properties of the heirs of the late Francisco de Soysa, on the east by the portion marked A of the same land allotted to A. M. C. Dias, on the south by the property of Abraham Perera, by the property of L. Pedrick Perera, and the property of P. Jorlis Dias, and on the west by the property of the heirs of the late M. Hendrick Salgado and the property of P. Jorlis Dias; containing in extent 2 acres and 1.87 perches.

2. All that defined eastern portion marked A, together with the buildings and everything else standing thereon, appearing in the said plan No. 3,692 dated October 26, 1918, of the aforesaid five contiguous allotments of land called Madangahawatta and Dombagahawatta, now called Alutwatta No. 1, situated at Pattiya South in Panadure totamune aforesaid (which said allotments are severally and more fully described in the schedule B of deed No. 114 dated July 10, 1920, and attested by the said C. S. Perera of Panadure, Notary Public, and registered in B 186/213 and previously registered as appearing under the premises firstly described), which said defined eastern portion is bounded on the north by the property of Jeronis Fernando, of Jeremias Salgado, and of Abraham Soysa, on the east by the Colombo-Galle high road, on the south by the property of M. Abraham Perera, and on the west by the defined portion marked B allotted to Mrs. L. M. M. Dias; containing in extent 1 acre.

Both which defined portions form and appear as one property in plan No. 913 dated March 18, 1931, and made by Lucas H. de Mel, Licensed Surveyor, containing in extent 3 acres and 1.87 perches, and are together bounded on the north by the property of the heirs of the late M. Hendrick Salgado and the properties of P. A. L. Dias and Martin Fernando, on the east by the high road leading from Colombo to Galle, on the south by the properties of W. D. Fernando, the heirs of the late P. Johannes Salgado, A. Punchi Nona, Leonora Peiris, and P. Jorlis Dias, and on the west by the properties of P. A. L. Dias, and the heirs of the late M. Hendrick Salgado, and now bear with the buildings thereon assessment Nos. 770, 771, 772, and 773, Panadure.

Deputy Fiscal's Office,
Kalutara, December 23, 1935.

H. SAMERESINGHA,
Additional Deputy Fiscal.

Northern Province.

27 The Court of Requests of Point Pedro.
S. Periyathamby Murugupillai of Alvai North .. Plaintiff.
No. 27,976. Vs.

(1) N. Ponniah Subramaniam and wife (2) Saththiapama, both of Valvettiturai Defendants.

NOTICE is hereby given that on Wednesday, January 29, 1936, at 10 o'clock in the forenoon will be sold by public auction at the spot the right, title, and interest of the said 2nd defendant in the following property for the recovery of Rs. 304.50 with interest thereon at 9 per cent. per annum from September 2, 1935, till payment in full, and costs Rs. 28.33, poundage and charges, viz. :—

A divided extent of 4 lachams varagu culture of 14 lachams varagu culture and 12 15/16 kulies being ¾ share on the western side according to possession out of a piece of land situated at Valvettiturai in Udupidy parish, Vadamarachchi division of the Jaffna District, Northern Province, called Niruvaththambai, containing in extent 19½ lachams varagu culture; and the said 4 lachams varagu culture with its appurtenances is bounded on the east and north by Theivy, wife of Murugan, west by Visaladachey, wife of Selvinayagam, and south by road.

The life interest of the land belonging to Sellam, widow of Velupillai Ponnusamy of Valvettiturai is excluded.

The land is said to be under two mortgages.

Fiscal's Office,
Jaffna, December 20, 1935.

S. TURAIYAPPAN,
Deputy Fiscal.

NOTICES IN TESTAMENTARY ACTIONS.

31 In the District Court of Avissawella.
Testamentary In the Matter of the Last Will and Testament Jurisdiction. of the late Galatara Lekamalage Marthelis No. 244. Appuhamy, deceased.

Galatara Lekamalage Hastipala Appuhamy of Daigala Petitioner.

Vs.
(1) Weligama Appuhamilage Binto Perera Wijeratne Hamine, (2) Galatara Lekamalage Hastipala Appuhamy, (3) Galatara Lekamalage Kulawardena Appuhamy, all of Daigala, (4) Galatara Lekamalage Madurawathie Hamine of Patalagedera Respondents.

THIS matter coming on for disposal before S. S. J. Goonesekara, Esq., District Judge, Avissawella, on December 16, 1935, in the presence of Mr. L. V. B. de Jacolyn, Proctor, on the part of the petitioner above named; and the affidavit of the petitioner above named and that of the attesting notary of the last will and of witnesses thereto all dated December 16, 1935, having been read:

It is ordered that the will of the said Galatara Lekamalage Marthelis Appuhamy dated August 21, 1935, now deposited in court, be and the same is hereby declared proved, unless the respondents shall show sufficient cause on or before January 21, 1936, to the contrary.

It is also ordered that the petitioner is the executor named in the will, and that he is entitled to have probate of the same issued to him accordingly, unless any person or persons interested shall, on or before January 21, 1936, show sufficient cause to the contrary.

December 16, 1935.

S. S. J. GOONESEKARA,
District Judge.

In the District Court of Jaffna.
Order Nisi.

Testamentary In the Matter of the Estate of the late Jurisdiction. Sivakolundoo, wife of Canagaratnam No. 205. Arumugam, who died at the Government Hospital, Seremban, F. M. S., deceased.

Sinnathambu Sinnathamby of Kantalorodai ... Petitioner.

Vs. 16. 29.
Canagaratnam Arumugam of Land Office, Port Dickson, F. M. S. Respondent.

THIS matter of the petition of the above-named petitioner praying for letters of administration to the estate of the above-named deceased be granted to him, coming on for disposal before C. Coomaraswamy, Esq., District Judge, on November 18, 1935, in the presence of Mr. R. Sivagurunather, Proctor, on the part of the petitioner; and the affidavit of the petitioner dated November 18, 1935, having been read: It is declared that the petitioner is the father of the said intestate and is entitled to have letters of administration to the estate of the said intestate issued to him, unless the respondent or any other person shall, on or before January 16, 1936, show sufficient cause to the satisfaction of this court to the contrary.

December 16, 1935.

C. COOMARASWAMY,
District Judge.

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