



THE CEYLON GOVERNMENT GAZETTE

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PART III.—LANDS.

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PRELIMINARY NOTICES.

LAND SETTLEMENT ORDINANCE.

Settlement Notice No. 2,421 (Kalutara).

NOTICE is hereby given under section 4 of the Land Settlement Ordinance, that if no claim to any one of the lauds 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 27th day of November, 1942, 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 Kalutara Kachcheri, this 2nd day of November, 1942.

C. R. W. DE SILVA,
Additional Assistant Government Agent,
Kalutara District.

NOTE.—(a) Any other information in respect of such lands can be obtained from the Assistant Government Agent, Kalutara, 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 Kompe in the Udugaha pattuwa of Rayigam korale, Kalutara District, Western Province :—

Part I.—Forest survey preliminary plan No. 119.

Lot.	Name of Land	Extent A. R. P.
12 1/11	Madakadamukalana	83 2 30
15	Kaluachchiyakumburewatta	0 0 27
17	Madakadamukalana <i>alias</i> Elpanankandawatta	0 2 3
18	Madakadamukalana <i>alias</i> Elpanankandawatta	0 3 17

and bounded as follows :—north, Madakadamukalana, Crown (boundary between Kompe and Handapangoda Villages), Madakadamukalana, Crown (boundary between Madakada and Kompe villages); east, Madakadamukalana, Crown (boundary between Madakada and Kompe villages); south, Madakadamukalana *alias* Rayigam estate, Crown, encroachment by Messrs. Rayigam Co., Ltd., Rayigam estate, claimed by Messrs. Rayigam Co., Ltd., Elpanankandawatta, Elpanankandawatta, claimed by M. H. Sinnappu, Kaluachchiyakumbura, claimed by M. H. Sinnappu and others, Elpanankandawatta and Higgasmadiyewatta, claimed by D. W. Sooriya-arachchi and others, Kaluachchiyakumburewatta, Crown, encroachment by R. Suwaris, Kaluachchiyakumburewatta, claimed by H. Suddahaluwa and others, Kaluachchiyakumburewatta, Crown, and Village Expansion allotments in Kitulkanda; west, Kitulkanda in Madakadamukalana, Crown.

Part II.—Preliminary plan No. 17,323.

Lot.	Name of Land.	Extent A. R. P.
1	Kirimetiyezenya	0 3 5

and bounded as follows :—north by Kitulkanda, claimed by Wei and Singhage Hendrick, Ranaweeraage William Singho and Gamage

Seemon Singho, on permits issued under the Land Development Ordinance (V. E. Scheme); east by Elpanankandekela *alias* Kirimetiwelehena (lot 1 in P. P. 20,195), Crown, encroachment by Gamage Seemon Singho; south by Elpanankandawatta; west by Kirimetiwelehena, claimed by Nanda Fernando and others.

Part III.—Preliminary plan No. 20,406.

Lot.	Name of Land.	Extent A. R. P.
5	Kitulkanda	0 1 22

bounded as follows :—north by Kitulkanda, Crown; east by Kitulkanda (lot 6 in P. P. 20,406), claimed by Pottiradage Jompy Fernando; south by Kitulkandawatta (T. P. 259,229), claimed by Hewaradage Aso Fernando; west by Kitulkanda (lot 4 in P. P. 20,406), claimed by Ranaweeraage Thomas and others.

Part IV.—Preliminary plan No. 20,195.

Lot.	Name of Land.	Extent A. R. P.
1	Elpanankandekela <i>alias</i> Kirimetiwelehena (reservation along paddy field)	0 2 17
3	Elpanankandekela <i>alias</i> Kaluachchikumbura	0 0 5
4	Elpanankandekela <i>alias</i> Kaluachchikumburepillewa	0 0 8

bounded as follows :—north and east by Kitulkanda, Crown (village expansion allotments allotted to Gamage Seemon, W. Abraham Singho, E. Alice Nona and G. Siyadoris); south by Kaluachchikumbura, claimed by E. Alice Nona and others, old dola, Crown, encroachment by G. Damas *alias* Siyadoris and another, Demata-gahakumbura (T. P. 102,288), claimed by B. James and others, Elpanankandawatta and channel; west by Kirimetiyezenya (lot 1 in P. P. 17,323), Crown, encroachment by W. Hendrick, R. William Singho and Gamage Seemon Singho.

Part V.—Preliminary plan No. A 430

Lot.	Name of Land.	Extent A. R. P.
1	Paddakumburewatta	0 0 2

bounded as follows :—north by Paddakumburewatta (T. P. 75,517), claimed by Ranaweeraage Leyas Singho; east by Paddakumburewatta (lot 2 in P. P. A. 430), Crown, encroachment by W. Odris Appu, south by irrigation channel; west by Paddakumburewatta (T. P. 75,517), claimed by R. Leyas Singho.

Part VI.—Preliminary plan No. A 430.

Lot.	Name of Land.	Extent A. R. P.
3	Kirigalmukalana	0 0 10

bounded as follows :—north by Paddakumburewatta (T. P. 75,562), claimed by W. D. Hendrick and Elpanankandawatta; east by Elpanankandawatta; south and west by irrigation channel.

Part VII.—Preliminary plan No. A 430.

Lot.	Name of Land.	Extent A. R. P.
4	Dorakadakumbura	0 0 21

bounded as follows :—north by Kirigalmukalana, Crown; east by Dorakadakumbura, claimed by Hewaradage Konna Fernando and others on T. P. 75,519; south and west by Kirigalmukalana, Crown.

MISCELLANEOUS LAND NOTICES.

Lease of the Right to tap Rubber Trees at the Royal Botanic Gardens, Gampaha.

NOTICE is hereby given that the Government Agent, Western Province, will receive sealed tenders for the purchase of the lease of the right to tap for rubber 382 (three hundred and eighty-two) rubber trees standing in the Royal Botanic Gardens, Gampaha, for a period of twelve months from January 1, 1943, subject to the conditions set out below.

2. Tenders, which must be in sealed envelopes superscribed "Tender for lease of the right to tap rubber trees at the Royal Botanic Gardens, Gampaha," will be received at the Colombo Kacheheri, until 10 A.M. on Tuesday, December 15, 1942, when they will be opened. All tenderers will be required to be present in person or to satisfy the Government Agent by duly accredited agents that their tenders have been made in good faith.

Conditions.

(1) The right the lease of which is to be sold is the right to tap for rubber 382 (three hundred and eighty-two) rubber trees in the Royal Botanic Gardens, Gampaha, and the tenderer whose tender is accepted will be entitled, in addition, to receive rubber coupons if any such coupons are issued by the Rubber Controller in respect of the said rubber trees. The tenderer whose tender is accepted will not be entitled to take the produce of any trees in the said Royal Botanic Gardens other than the said rubber trees or to make any use of the soil of the said Royal Botanic Gardens.

(2) The tenderer whose tender is accepted (hereinafter referred to as "the lessee") will be required to deposit, immediately after his tender has been accepted, one-fourth of the amount tendered by him as cash security. This sum will be held in deposit and refunded to him on the expiry or earlier termination of the lease. The Government Agent of the Western Province (hereinafter referred to as "the Government Agent") will have the right to confiscate the whole or any part of this security for breach of any condition of the lease.

(3) The lessee will have the option of paying the amount tendered by him as rent in equal monthly instalments. Each monthly instalment will be payable in advance on or before the first day of each calendar month.

(4) The lessee will be required to sign an indenture of lease as soon as he is called upon to do so by the Government Agent.

(5) The lessee will be required to pay any rates and taxes which may be levied by the Village Committee in respect of the right to be leased.

(6) The lessee will not be allowed to assign, transfer, or sublet the lease to any other person without the permission of the Government Agent previously obtained in writing.

(7) The lessee and his workmen will be required to observe strictly the rules of the Royal Botanic Gardens posted at the entrance to the Gardens.

(8) The lessee and his workmen will be required to do the tapping of rubber and removal of latex under the supervision of an officer or officers thereto authorised by the Curator of the Gardens and during the hours during which the Gardens are open to the public. No slaughter tapping of the rubber trees will be allowed in any circumstances.

(9) The lessee or his workmen will not be allowed to lop the branches of or fell or otherwise damage any trees standing in the Royal Botanic Gardens.

(10) The lessee will not be allowed to erect structures of any sort in the Royal Botanic Gardens without the permission of the Curator of the Gardens previously obtained in writing.

(11) The Curator of the Royal Botanic Gardens will have liberty to fell the rubber trees in respect of which the right above mentioned is to be leased as may be found to be necessary, and a reasonable reduction of the rent will be made in respect of any such felling. The decision of the Government Agent regarding the amount of any such reduction of rent will be final.

(12) The lease will be terminable on three months' notice without payment of any compensation to the lessee, if the use of the rubber trees is required by the Curator of the Royal Botanic Gardens. In such case a proportionate reduction of the rent will be made in respect of the unexpired period of the lease.

(13) The Government Agent will have power, in the event of any breach of the foregoing conditions, to cancel the lease and to debar the lessee and his workmen from access to the aforesaid rubber trees without paying any compensation whatsoever to the lessee.

(14) The lessee will be required to pay inspection and assessment fees in respect of the aforesaid rubber trees if and when he is called upon by the Rubber Controller to do so.

(15) The Government Agent reserves the right to accept or reject any tender.

(16) Further particulars can be obtained from the Government Agent, Western Province, at the Kacheheri, Colombo. Particulars regarding the issue of coupons should be obtained from the Rubber Controller, Colombo.

The Kacheheri,
Colombo, November 20, 1942.

W. E. HOBDAY,
Government Agent, W. P.

LH/1618

Lease of Trees on the Angoda Infectious Diseases Hospital Garden.

NOTICE is hereby given that the Government Agent, Western Province, will receive sealed tenders for the lease of the right to tap for rubber 1,049 rubber trees and to take the produce of 780 bearing coconut trees, 518 non-bearing coconut trees, 6 breadfruit

trees, 116 jak trees, 45 mango trees, and 143 arecanut trees standing in the garden attached to the Infectious Diseases Hospital at Angoda for a period of one year from January 1, 1943, subject to the conditions set out below.

2. Tenders, which must be in sealed envelopes superscribed "Tender for lease of the right to tap rubber trees and to take the produce of other trees at the Infectious Diseases Hospital at Angoda" will be received at the Colombo Kacheheri until 11 A.M. on Tuesday, December 15, 1942, when they will be opened. All tenderers will be required to be present in person or to satisfy the Government Agent by duly accredited agents that their tenders have been made in good faith.

Conditions.

(1) The right the lease of which is to be sold is the right to tap for rubber 1,049 rubber trees and to take the produce of 780 bearing coconut trees, 518 non-bearing coconut trees, 6 breadfruit trees, 116 jak trees, 45 mango trees and 143 arecanut trees in the garden of the Infectious Diseases Hospital at Angoda; and the tenderer whose tender is accepted will be entitled, in addition, to receive the coupons if such coupons are issued by the Rubber Controller in respect of the said rubber trees. The tenderer whose tender is accepted will not be entitled to make any use of the soil of the said garden of the Infectious Diseases Hospital.

(2) The tenderer whose tender is accepted (hereinafter referred to as "the lessee") will be required to deposit, immediately after his tender has been accepted, one-fourth of the amount tendered by him as cash security. This sum will be held in deposit and refunded to him on the expiry or earlier termination of the lease. The Government Agent of the Western Province (hereinafter referred to as "the Government Agent") will have the right to confiscate the whole or any part of this security for breach of any condition of the lease.

(3) The lessee will have the option of paying the amount tendered by him as rent in equal monthly instalments. Each monthly instalment will be payable in advance on or before the first day of each calendar month.

(4) The lessee will be required to sign an indenture of lease as soon as he is called upon to do so by the Government Agent.

(5) The lessee will be required to pay any rates and taxes which may be levied by the Village Committee in respect of the right to be leased.

(6) The lessee will not be allowed to assign, transfer, or sublet his rights under the lease to any other person without the permission of the Government Agent previously obtained in writing.

(7) The lessee and his workmen will be required to observe strictly the rules of the said Infectious Diseases Hospital.

(8) The lessee and his workmen will be required to do the tapping of rubber and removal of latex under the supervision of an officer or officers thereto authorised by, and during hours approved by, the Medical Officer, Infectious Diseases Hospital, Angoda. No slaughter tapping of the rubber trees will be allowed in any circumstances.

(9) The lessee or his workmen will not be allowed to lop the branches of, or to fell or otherwise damage, any trees standing in the said garden of the Infectious Diseases Hospital.

(10) The lessee or his workmen will not be allowed to pick any immature nuts.

(11) The lessee will not be allowed to erect structures of any sort in the said garden of the Infectious Diseases Hospital except with the permission of the Medical Officer, Infectious Diseases Hospital, Angoda, previously obtained in writing.

(12) The Director of Medical and Sanitary Services will have liberty to fell any trees in respect of which the right above mentioned is to be leased as may be found to be necessary, and a reasonable reduction of the rent will be made in respect of any such felling. The decision of the Government Agent regarding the amount of any such reduction of rent will be final.

(13) The lease will be terminable on one month's notice without payment of any compensation to the lessee, if the use of the trees is required by the Director of Medical and Sanitary Services. In such case a proportionate reduction of the rent will be made in respect of the unexpired period of the lease.

(14) The Government Agent will have the power, in the event of any breach of the foregoing conditions, to cancel the lease and to debar the lessee and his workmen from access to the aforesaid trees without paying any compensation whatsoever to the lessee.

(15) The lessee will be required to pay inspection and assessment fees in respect of the rubber trees if and when he is called upon by the Rubber Controller to do so.

(16) Entry into and exit from the gates of the said Infectious Diseases Hospital will be by permit to be obtained from the Medical Officer, Infectious Diseases Hospital, Angoda, who will have the power to suspend the use of any such permit for the time being if in his opinion such action is necessary. If the lessee incurs any loss by reason of any such suspension of a permit a reasonable refund of rent paid or reduction of rent due will be made as compensation to the lessee, who will be found to accept the Government Agent's decision regarding the amount of such refund or reduction as final.

(17) The Government Agent reserves the right to accept or reject any tender.

(18) Further particulars can be obtained from the Government Agent, Western Province, at the Kacheheri, Colombo. Particulars regarding the issue of coupons in respect of the rubber trees should be obtained from the Rubber Controller, Colombo.

The Kacheheri,
Colombo, November 20, 1942.

W. E. HOBDAY,
Government Agent.