



THE CEYLON GOVERNMENT GAZETTE

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PART III.—LANDS

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

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FINAL ORDERS

LAND SETTLEMENT ORDINANCE

Settlement Order No 166 (Badulla)

WHEREAS a settlement notice under section 4 of the Land Settlement Ordinance was duly published in the Gazette No 8,431 of February 10, 1939, and as otherwise required by the said section, in respect of the lands situated in the village of Kabilladowa, in the Yatipalata korale of the Udukinda division of the Badulla District, in the Province of Uva, and described as lots 1, 3, 4, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 48, 49, 50, 51, 52, 54, 56, 57, 58, 60, 61, 63, 64, 66, 67, 68, 70, 71, 72, 73, 74, 75, 76, and 77 in village plan No 503 (vide Settlement Notice No 1,945)

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

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

Given at the Settlement Office, Kegalla, this 12th day of August, 1943

S VALLIPURAM,
Assistant Settlement Officer

SCHEDULE

Lot No	Sub-divisional Lot No	Extent			No of Title Plan	Sub section under which settled	On whom settled	Remarks (shares, interests, encumbrances, Nos of Reference Cases, &c)	Land Register Office at which registered	Volume No	Folio No
		A	R.	P							
1	—	0	2	6	—	5 (1)	The Crown	—	—	—	—
3	—	0	0	14	—	5 (1)	The Crown	—	—	—	—
4	—	19	3	27	—	5 (1)	The Crown	—	—	—	—
6	—	0	1	22	—	5 (1)	The Crown	—	—	—	—
7	—	0	0	21	—	5 (1)	The Crown	—	—	—	—
8	—	2	0	15	—	5 (1)	The Crown	—	—	—	—
10	—	0	1	10	S 3,760	5 (4) (c)	Saputantirige Sinhasena of "Sinha land", Uda Pussellawa	—	Badulla	C 228	67
11	—	0	0	11	—	5 (1)	The Crown	—	—	—	—
12	—	0	0	38	—	5 (1)	The Crown	—	—	—	—
13	—	0	1	2	—	5 (1)	The Crown	—	—	—	—
14	—	5	1	14	—	5 (1)	The Crown	—	—	—	—
15	—	1	0	27	—	5 (1)	The Crown	—	—	—	—
16	—	0	1	2	—	5 (1)	The Crown	—	—	—	—
17	—	0	1	8	—	5 (1)	The Crown	—	—	—	—
18	—	8	2	20	—	5 (1)	The Crown	—	—	—	—
19	—	0	2	2	—	5 (1)	The Crown	—	—	—	—
20	—	0	0	28	—	5 (1)	The Crown	—	—	—	—
21	—	0	2	4	—	5 (1)	The Crown	—	—	—	—
22	—	1	2	28	—	5 (1)	The Crown	—	—	—	—
23	—	10	0	11	—	5 (1)	The Crown	—	—	—	—
24	—	0	2	21	—	5 (1)	The Crown	—	—	—	—
25	—	0	1	26	—	5 (1)	The Crown	—	—	—	—
26	—	0	0	28	—	5 (1)	The Crown	—	—	—	—
27	—	0	0	38	—	5 (1)	The Crown	—	—	—	—
28	—	0	0	20	—	5 (1)	The Crown	—	—	—	—
30	—	0	0	18	—	5 (1)	The Crown	—	—	—	—
31	—	1	0	4	—	5 (1)	The Crown	—	—	—	—
32	—	0	0	12	—	5 (1)	The Crown	—	—	—	—
33	—	0	0	17	—	5 (1)	The Crown	—	—	—	—
34	—	0	0	26	—	5 (1)	The Crown	—	—	—	—
35	—	0	0	28	—	5 (1)	The Crown	—	—	—	—
36	—	1	1	2	—	5 (1)	The Crown	—	—	—	—
37	—	0	0	21	—	5 (1)	The Crown	—	—	—	—
38	—	0	1	28	—	5 (1)	The Crown	—	—	—	—
39	—	0	0	6	—	5 (1)	The Crown	—	—	—	—

Lot No.	Sub divisional Lot No	Extent	No of Title Plan	Sub section under which settled	On whom settled	Remarks (shares, interests, encumbrances, Nos of Reference Cases, &c)	Land Register Office at which registered	Volume No	Folio No
40	—	0 0 11	—	5 (4) (a)	Not claimed by the Crown	—	—	—	—
41	—	0 0 8	—	5 (1)	The Crown	—	—	—	—
42	—	0 0 10	—	5 (1)	The Crown	—	—	—	—
43	—	5 0 24	—	5 (4) (a)	Not claimed by the Crown	—	—	—	—
44	—	0 0 19	—	5 (1)	The Crown	—	—	—	—
46	99	0 2 3	—	5 (1)	The Crown	—	—	—	—
46	100	0 0 31	—	5 (1)	The Crown	—	—	—	—
46	101	0 0 28	—	5 (1)	The Crown	—	—	—	—
46	102	0 1 3	—	5 (1)	The Crown	—	—	—	—
46	103	0 0 29	—	5 (1)	The Crown	—	—	—	—
48	—	0 3 28	—	5 (4) (a)	Not claimed by the Crown	—	—	—	—
49	—	0 0 37	—	5 (1)	The Crown	—	—	—	—
50	—	2 2 25	—	5 (4) (a)	Not claimed by the Crown	—	—	—	—
51	—	0 3 27	—	5 (1)	The Crown	—	—	—	—
52	—	0 0 29	—	5 (1)	The Crown	—	—	—	—
54	—	0 0 7	—	5 (1)	The Crown	—	—	—	—
56	—	0 0 2	—	5 (1)	The Crown	—	—	—	—
57	—	0 0 9	—	5 (1)	The Crown	—	—	—	—
58	—	0 1 37	—	5 (1)	The Crown	—	—	—	—
60	89	1 3 20	—	5 (1)	The Crown	—	—	—	—
60	90	0 0 16	—	5 (1)	The Crown	—	—	—	—
60	91	2 0 6	—	5 (1)	The Crown	—	—	—	—
60	92	0 3 22	—	5 (1)	The Crown	—	—	—	—
60	93	0 2 36	—	5 (1)	The Crown	—	—	—	—
60	94	1 0 27	—	5 (1)	The Crown	—	—	—	—
60	95	2 1 2	—	5 (1)	The Crown	—	—	—	—
60	96	2 0 2	—	5 (1)	The Crown	—	—	—	—
60	97	0 3 26	—	5 (1)	The Crown	—	—	—	—
60	98	62 3 37	—	5 (1)	The Crown	—	—	—	—
61	—	0 1 10	—	5 (4) (a)	Not claimed by the Crown	—	—	—	—
63	—	2 0 8	S 3,761	5 (4) (c)	On the persons mentioned in note (a) below	Settled in undivided shares of one fourth each	Badulla	C 228	66
<p>Note (a) —(1) Kohajar Mudaliyar Airoos of Boragas, (2) Kohajar Mudaliyar Segu Madar of Balangoda, (3) Kohajar Mudaliyar Hamcodu, (4) Kohajar Mudaliyar Zubair, both of Boragas</p>									
64	80	0 0 35	S 3,762	5 (4) (c)	On the persons mentioned in note (b) below	Settled in undivided shares of one sixth each	Badulla	C 228	64
<p>Note (b) —(1) Atutenne Halu Virudu Durayalage Dingiri Hatana, (2) Atutenne Halu Virudu Durayalage Punchi Hatana, (3) Atutenne Halu Virudu Durayalage Mahima, (4) Atutenne Halu Virudu Durayalage Hudi, (5) Atutenne Halu Virudu Durayalage Willam, all of Kabilladowa, (6) Jameka Durayalage Kiri Hata of Kirindakumbura</p>									
64	81	0 1 30	S 3,763	5 (4) (c)	Kabilladowegedera Helena of Kabilladowa	—	Badulla	C 228	63
66	—	0 1 19	S 3,764	5 (4) (c)	(1) Athdurayalage Siripime, (2) Athdurayalage Mahime, (3) Athdurayalage Dingiri, all of Kabilladowa	Settled in undivided shares of one third each	Badulla	C 228	65
67	—	0 0 18	—	5 (1)	The Crown	—	—	—	—
68	—	2 1 4	—	5 (4) (a)	Not claimed by the Crown	—	—	—	—
70	—	0 0 11	—	5 (1)	The Crown	—	—	—	—
71	—	0 0 16	—	5 (1)	The Crown	—	—	—	—
72	—	52 1 1	—	5 (1)	The Crown	—	—	—	—
73	—	0 1 16	—	5 (1)	The Crown	—	—	—	—
74	82	0 1 20	—	5 (1)	The Crown	—	—	—	—
74	83	0 3 39	S 3,814	5 (4) (c)	Settled on the persons mentioned in note (c) below	Vide note (d) below	Badulla	C 228	62
<p>Note (c) —(1) Tennewattegedera Athdurayalage Maddiyya, (2) Tennewattegedera Athdurayalage Thumbie, (3) Tennewattegedera Athdurayalage Thomise, (4) Tennewattegedera Athdurayalage Dingiri, (5) Tennewattegedera Athdurayalage Ratta, (6) Tennewattegedera Athdurayalage Garu, (7) Tennewattegedera Athdurayalage Huda, (8) Tennewattegedera Athdurayalage Siripime alias Mary Nona, all of Kabilladowa</p>									
<p>Note (d) —Settled in undivided shares of one eighth each</p>									
74	84	0 1 39	S 3,816	5 (4) (c)	Athdurayalage Rankendi of Kabilladowa	—	Badulla	C 228	61
74	85	0 1 39	S 3,817	5 (4) (c)	Settled on the persons mentioned in note (e) below	Vide note (f) below	Badulla	C 228	60
<p>Note (e) —(1) Athdurayalage Sobani, (2) Athdurayalage Maddiyya, (3) Athdurayalage Ratta, (4) Athdurayalage Punchi Kira, (5) Athdurayalage Rankendi, (6) Athdurayalage Dingiri, all of Kabilladowa</p>									
<p>Note (f) —Settled in undivided shares of one sixth each</p>									
74	86	0 3 39	S 3,815	5 (4) (c)	Settled on the persons mentioned in note (c) above	Vide note (d) above	Badulla	C 228	59
74	87	0 3 39	S 3,818	5 (4) (c)	Settled on the persons mentioned in note (e) above	Vide note (f) above	Badulla	C 228	58
74	88	0 3 15	—	5 (1)	The Crown	—	—	—	—
75	—	0 0 4	—	5 (1)	The Crown	—	—	—	—
76	—	0 3 2	—	5 (4) (a)	Not claimed by the Crown	—	—	—	—
77	—	5 0 2	—	5 (1)	The Crown	—	—	—	—

LAND SETTLEMENT ORDINANCE

Certificate

It is hereby certified that the Governor has consented to the settlements embodied in the above settlement order in so far as such settlements relate to any land or to any aggregate of lands exceeding ten acres in extent

Dated at Colombo, this 3rd day of November, 1943

C L WICKREMESINGHE,
Land Commissioner

MISCELLANEOUS LAND NOTICES

LH/2187

Lease of produce of trees in the Angoda Mental Hospital Garden

NOTICE is hereby given that the Government Agent, Western Province, will receive sealed tenders for the lease of the right to take the produce of 415 bearing coconut trees, 30 non bearing coconut trees, 16 bearing jak trees, 17 non bearing jak trees, 20 bearing mango trees, 21 non-bearing mango trees 3 wood apple trees 6 cadjunut trees, 4 arecanut trees and plantain bushes standing in the

garden attached to the Mental Hospital at Angoda, for a period of one year from January 1, 1944, subject to the conditions set out below

2 Tenders which must be in sealed envelopes superscribed "Tender for lease of the right to take the produce of trees standing on the Angoda Mental Hospital garden" will be received at the Colombo Kachechi, until 11 A.M., on Thursday December 23, 1943, 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 Every tenderer shall state the rent which he is prepared to pay. No offer below Rs 425 will be accepted.

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 a permit 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 Mental Hospital.

8 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 Mental Hospital.

9 The lessee or his workmen will not be allowed to pick any immature nuts.

10 The lessee will not be allowed to erect structures of any sort in the said garden of the Mental Hospital except with the permission of the Medical Superintendent of the Mental Hospital, Angoda, previously obtained in writing.

11 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.

12 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.

13 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.

14 Entry into and exit from the gates of the said Mental Hospital will be by permit to be obtained from the Medical Superintendent, Mental Hospital, Angoda.

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 Kachcheri, Colombo.

The Kachcheri,
Colombo, November 30, 1943

W E HOBDAY,
Government Agent

**Lease of the Right to tap Rubber trees at the 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 Botanic Gardens, Gampaha, for a period of twelve months from January 1, 1944, 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 Botanic Gardens, Gampaha," will be received at the Colombo Kachcheri, until 10 A.M. on Tuesday, December 21, 1943, 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 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 Botanic Gardens other than the said rubber trees or to make any use of the soil of the said 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 sub let 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 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 the 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. Due care and attention must be paid to the safety of the cambium while tapping so that the renewal of bark may not be impeded to any degree. A fine of Re 1 for every tree so damaged shall be imposed before the termination of the lease on receiving any adverse report by the Curator in this connection

(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 Botanic Gardens

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

(11) The Curator of the 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 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 to reject any tender

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

The Kachcheri,
Colombo, November 30, 1943

W E HOBDAI,
Government Agent

Sale of Lease of Crown Rubber Land in Kalutara District

THE Assistant Government Agent, Kalutara, will on Saturday, January 15, 1944, at 10 A M, at the Kalutara Kachcheri, sell by auction the lease of the Crown rubber land described in the schedule below for the period ending December 31, 1948

Conditions of lease are obtainable from the Assistant Government Agent, Kalutara, and plan of the allotment from the Surveyor General

The land has been fully planted up in rubber

Bambalapitiya, November 30, 1943

G L D DAVIDSON,
Additional Land Commissioner

Schedule referred to

Description of Land and Extent	Situation	Number under which the Rubber Controller has registered the land	Upset	Annual
			Premium Rs c	Rent Rs c
Lot 1 in P P 16,682, 6 acres 3 roods and 34 perches	Munhena in Totamune	Kalutara 745 S1 K1 160	146 21	146 21