



# 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. 833 (Kurunegala).

WHEREAS a settlement notice under section 4 of the Land Settlement Ordinance, was duly published in the *Gazette* No. 8,236 of July 24, 1936, and as otherwise required by the said section, in respect of the lands situated in the village of Uswewa, in the Medagandahe korale of the Dewameddi hatpattu of the Kurunegala District, in the North-Western Province, and described as lots 1, 2, 3, 4, 5, 8, 9, 10, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 26, 28, 29, 31, 32, 33, 34, 35, 36, 38, 39 and 40 in block survey preliminary plan No. 2,733 (*vide* Settlement Notice No. 1,327):

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, Colombo, this seventeenth day of September, 1945.

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 0 11	—	5 (1)	The Crown	—	—	—	—
2	—	6 2 33	S 10,693	5 (4) (c)	On the persons mentioned in note (a) <i>vide</i> note (b) below	—	Kurunegala D 423	200	—
Note (a) —(1) Ratnayaka Mudiyansele Dingiri Menika of Rambukkana, (2) Ratnayaka Mudiyansele Kiribandi Menika, (3) Ratnayaka Mudiyansele Ran Menika, (4) Ratnayaka Mudiyansele Mudiyanse, (5) Jayakadu Mudiyansele Kiri Banda, (6) Jayakadu Mudiyansele Podi Menika, (7) Jayakadu Mudiyansele Mutu Menika, (8) Jayakadu Mudiyansele Menikhamy, all of Uswewa									
Note (b) —Settled in undivided shares of one-fifth each to (1), (2), (3) and (4) and one-twentieth each to (5), (6), (7) and (8).									
3	—	7 3 39	—	5 (4) (a)	Not claimed by the Crown	—	—	—	—
4	—	0 1 4	—	5 (4) (a)	Not claimed by the Crown	—	—	—	—
5	62	2 0 4	S 10,722	5 (4) (c)	Yapa Mudiyansele Kiri Banda of Rambukkana	—	Kurunegala D 423	201	—
5	63	3 0 4	S 10,723	5 (4) (c)	On the persons mentioned in note <i>vide</i> note (d) below	—	Kurunegala D 423	202	—
Note (c) —(1) Dissanayaka Mudiyansele Ran Menika of Kirimetiwala, (2) Dissanayaka Mudiyansele Punchihamy <i>alias</i> Punchi Menika, (3) Dissanayaka Mudiyansele Herat Banda, both of Rambukkana.									
Note (d) —Settled in undivided shares of one-third each.									
5	64	0 3 2	S 10,725	5 (4) (c)	Hitihamy Mudiyansele Ukkuhamy of Hettigama in Katugampola hatpattu	—	Kurunegala D 423	203	—
5	65	0 3 3	S 10,726	5 (4) (c)	Hitihamy Mudiyansele Herat Banda of Rambukkana	—	Kurunegala D 423	204	—
5	66	1 3 5	S 10,694	5 (4) (c)	On the persons mentioned in note <i>vide</i> note (f) below	—	Kurunegala D 423	205	—
Note (e) —(1) Jayakadu Mudiyansele Kiri Banda, (2) Jayakadu Mudiyansele Podi Menika, (3) Jayakadu Mudiyansele Mutu Menika, (4) Jayakadu Mudiyansele Menikhamy, all of Uswewa.									
Note (f) —Settled in undivided shares of one-fourth each.									
5	67	31 1 25	—	5 (1)	The Crown	—	—	—	—
5	68	0 1 5	—	5 (1)	The Crown	—	—	—	—
5	69	1 1 10	S 10,727	5 (4) (c)	Yapa Mudiyansele Punchi Banda of Kadigawa in Wannu hatpattu	—	Kurunegala D 423	206	—

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.
5	70	2 3 7	—	5 (1)	The Crown	—	—	—	—
5	71	0 2 36	S 10,718	5 (4) (c)	Yapa Mudiyansele Banda of Uswewa	—	Kurunegala D	423	207
8	—	4 3 9	S 10,694	5 (4) (c)	On the persons mentioned in note (e) above	<i>vide note (f) above</i>	Kurunegala D	423	205
9	60	0 2 18	—	5 (1)	The Crown	—	—	—	—
9	61	0 2 22	—	5 (1)	The Crown	—	—	—	—
10	—	1 1 16	S 10,695	5 (4) (c)	On the persons mentioned in note (g) below	<i>vide note (h) below</i>	Kurunegala D	423	208
<p><i>Note (g)</i> :—(1) Yapa Mudiyansele Punchirala, (2) Yapa Mudiyansele Banda, both of Uswewa.</p> <p><i>Note (h)</i> :—Settled in undivided shares of one-half each.</p>									
12	46	2 0 38	S 10,866	5 (4) (c)	On the persons mentioned in note (i) below	<i>vide note (j) below</i>	Kurunegala D	423	209
<p><i>Note (i)</i> :—(1) Ratnayaka Mudiyansele Mudiyanse of Uswewa, (2) Ratnayaka Mudiyansele Dingiri Menika of Rambukkana, (3) Ratnayaka Mudiyansele Kiribandi Menika, (4) Ratnayaka Mudiyansele Ran Menika, both of Uswewa.</p> <p><i>Note (j)</i> :—Settled in undivided shares of one-fourth each.</p>									
12	47	0 0 30	—	5 (1)	The Crown	—	—	—	—
12	48	0 0 11	—	5 (1)	The Crown	—	—	—	—
13	—	0 0 16	—	5 (1)	The Crown	—	—	—	—
14	—	3 1 38	—	5 (1)	The Crown	—	—	—	—
15	41	4 3 12	S 10,866	5 (4) (c)	On the persons mentioned in note (k) above	<i>vide note (j) above</i>	Kurunegala D	423	209
15	42	1 3 20	S 10,701	5 (4) (c)	Rajapaksa Wasala Mudiyansele Appuhamy of Rambukkana	—	Kurunegala D	423	210
15	43	1 3 21	S 10,724	5 (4) (c)	Rajapaksa Wasala Mudiyansele Menikhamy of Rambukkana	—	Kurunegala D	423	211
15	44	1 0 2	S 10,713	5 (4) (c)	On the persons mentioned in note (k) below	<i>vide note (l) below</i>	Kurunegala D	423	212
<p><i>Note (k)</i> :—(1) Ratnayaka Mudiyansele Mutu Menika, (2) Ratnayaka Mudiyansele Ran Banda, (3) Ratnayaka Mudiyansele Gunarathamy, (4) Ratnayaka Mudiyansele Kiri Mudiyanse, (5) Ratnayaka Mudiyansele Menikhamy, (6) Ratnayaka Mudiyansele Kiri Menika, all of Rambukkana.</p> <p><i>Note (l)</i> :—Settled in undivided shares of one-sixth each, subject to the life interest of Abeysingha Mudiyansele Podihamy of Rambukkana.</p>									
15	45	4 0 11	—	5 (1)	The Crown	—	—	—	—
16	49	1 0 10	S 10,701	5 (4) (c)	Rajapaksa Wasala Mudiyansele Appuhamy of Rambukkana	—	Kurunegala D	423	210
16	50	0 3 38	S 10,724	5 (4) (c)	Rajapaksa Wasala Mudiyansele Menikhamy of Rambukkana	—	Kurunegala D	423	211
16	51	0 2 26	S 10,713	5 (4) (c)	On the persons mentioned in note (k) above	<i>vide note (l) above</i>	Kurunegala D	423	212
16	52	1 2 26	S 10,720	5 (4) (c)	On the persons mentioned in note (m) below	<i>vide note (n) below</i>	Kurunegala D	423	213
<p><i>Note (m)</i> :—(1) Ratnayaka Mudiyansele Mudiyanse, (2) Ratnayaka Mudiyansele Kalu Banda, both of Rambukkana.</p> <p><i>Note (n)</i> :—Settled in undivided shares of one-half each.</p>									
16	53	0 2 32	S 10,698	5 (4) (c)	Yapa Mudiyansele Kapurhamige Punchirala of Walaswewa in Baladora korale	—	Kurunegala D	423	214
16	54	0 2 3	S 10,700	5 (4) (c)	Yapa Mudiyansele Punchirala of Uswewa	—	Kurunegala D	423	215
16	55	0 2 4	S 10,719	5 (4) (c)	Yapa Mudiyansele Banda of Uswewa	—	Kurunegala D	423	216
16	56	2 0 2	S 10,721	5 (4) (c)	On the persons mentioned in note (o) below	<i>vide note (p) below</i>	Kurunegala D	423	217
<p><i>Note (o)</i> :—(1) Tikira Wahumpurayalage Menika of Moragollawatta in Baladora korale, (2) Tikira Wahumpurayalage Ukkuwa of Rambukkana.</p> <p><i>Note (p)</i> :—Settled in undivided shares of one-half each.</p>									
16	57	1 0 11	—	5 (1)	The Crown	—	—	—	—
18	—	1 1 17	S 10,717	5 (4) (c)	Yapa Mudiyansele Banda of Uswewa	—	Kurunegala D	423	218
19	—	0 2 29	S 10,696	5 (4) (c)	On the persons mentioned in note (q) below	<i>vide note (r) below</i>	Kurunegala D	423	219
<p><i>Note (q)</i> :—(1) Yapa Mudiyansele Podihamy, (2) Yapa Mudiyansele Pinhamy, both of Uswewa.</p> <p><i>Note (r)</i> :—Settled in undivided shares of one-half each, subject to the life-interest of Yapa Mudiyansele Menikrala of Uswewa.</p>									
20	—	0 1 24	S 10,697	5 (4) (c)	Yapa Mudiyansele Kapurhamige Punchirala of Walaswewa in Baladora korale	—	Kurunegala D	423	220
21	—	0 1 17	—	5 (1)	The Crown	—	—	—	—
22	—	0 3 13	S 10,718	5 (4) (c)	Yapa Mudiyansele Banda of Uswewa	—	Kurunegala D	423	207
23	—	1 0 14	S 10,699	5 (4) (c)	Yapa Mudiyansele Punchirala of Uswewa	—	Kurunegala D	423	221
24	72	0 2 21	—	5 (1)	The Crown	—	—	—	—
24	73	4 3 26	—	5 (1)	The Crown	—	—	—	—
24	74	0 2 23	S 10,728	5 (4) (c)	On the persons mentioned in note (s) below	<i>vide note (t) below</i>	Kurunegala D	423	222
<p><i>Note (s)</i> :—(1) Tennakoon Mudiyansele Appuhamy of Rambukkana, (2) Tennakoon Mudiyansele Dingiri Banda of Awlegama, (3) Tennakoon Mudiyansele Punchihamy of Rambukkana.</p> <p><i>Note (t)</i> :—Settled in undivided shares of one-third each.</p>									
24	75	0 0 37	—	5 (1)	The Crown	—	—	—	—
26	—	0 3 20	—	5 (1)	The Crown	—	—	—	—
28	—	0 1 5	—	5 (1)	The Crown	—	—	—	—
29	—	0 0 14	—	5 (1)	The Crown	—	—	—	—
31	—	9 3 24	—	5 (1)	The Crown	—	—	—	—
32	58	0 3 20	—	5 (1)	The Crown	—	—	—	—
32	59	0 0 31	—	5 (1)	The Crown	—	—	—	—
33	—	0 2 39	—	5 (1)	The Crown	—	—	—	—
34	—	0 0 4	—	5 (1)	The Crown	—	—	—	—
35	—	9 3 34	—	5 (1)	The Crown	—	—	—	—
36	—	25 0 23	—	5 (1)	The Crown	—	—	—	—
38	—	0 0 6	—	5 (1)	The Crown	—	—	—	—
39	—	0 0 8	—	5 (1)	The Crown	—	—	—	—
40	76	0 0 21	—	5 (1)	The Crown	—	—	—	—
40	77	3 0 12	—	5 (1)	The Crown	—	—	—	—
40	78	3 2 9	—	5 (1)	The Crown	—	—	—	—
40	79	31 2 30	—	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 29th day of November, 1945.

N. E. ERNST,  
Land Commissioner.

## LAND SETTLEMENT ORDINANCE.

## Settlement Order.

WHEREAS a settlement notice under section 4 of the Land Settlement Ordinance, was duly published in the Gazette No. 9,004 of September 11, 1942, and as otherwise required by the said section, in respect of the lands situated in Manuwangama village, in Annarivilundian pattu south in Pitigal korale north of the Chilaw District, in the North-Western Province, and described as lots 1, 2, 5, 7, 8, 9, 10, 11, 32, 33, 34, 35, 36, and 37, in Forest Survey Preliminary Plan No. 120 (*vide* Settlement Notice No. 2,419 (Chilaw)):

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 be settled as specified in the schedule to this order.

Given at the Kachcheri, Puttalam, this 28th day of August, 1946.

W. A. DE SILVA,  
Assistant Government Agent of the Puttalam and Chilaw Districts.

## SCHEDULE.

Lot No.	Sub-divisional Lot No.	Extent.	No of Settlement Order Diagram	Sub-section under which settled.	On whom settled	Remarks (shares, interests, encumbrances, Nos. of Reference Cases, &c)	Land Register Office at which registered.	Volume No.	Folio No.
1	—	162 2 8..	—	5 (1)	The Crown	—	—	—	—
2	—	16 1 20..	—	5 (4) (c)	The Crown	<i>Vide</i> note (a) below	—	—	—
5	—	91 0 12	—	5 (4) (c)	The Crown	<i>Vide</i> note (a) below	—	—	—
Note.—(a) Set apart for the purpose of a communal chena reserve for the use of the inhabitants of Manuwangama village.									
7	—	0 2 33..	—	5 (1)	The Crown	—	—	—	—
8	—	511 1 33..	—	5 (1)	The Crown	—	—	—	—
9	—	0 2 30..	—	5 (1)	The Crown	—	—	—	—
10	—	0 1 16	—	5 (1)	The Crown	—	—	—	—
11	—	0 0 39..	—	5 (1)	The Crown	—	—	—	—
32	—	16 1 28..	—	5 (1)	The Crown	—	—	—	—
33	—	0 0 22..	—	5 (1)	The Crown	—	—	—	—
34	—	9 1 25	—	5 (1)	The Crown	—	—	—	—
35	—	0 0 3	—	5 (1)	The Crown	—	—	—	—
36	—	0 0 7..	—	5 (1)	The Crown	—	—	—	—
37	—	0 1 22.	—	5 (1)	The Crown	—	—	—	—

## 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 28th day of September, 1946.

A. G. RANASINGHA,  
Land Commissioner.

## LAND SALES BY THE GOVERNMENT AGENTS.

## Province of Uva.

Badulla No. 189.—The Government Agent, Province of Uva, will, on Monday, November 18, 1946, at 10 A.M., at his office in the Kachcheri, Badulla, put up to auction, the lease of the under-mentioned portions of Crown land, in accordance with the regulations of Government regarding land sales. Three allotments of land situated in the Wellawaya division of the Badulla District of the Province of Uva.

Preliminary plan No. A 184. Village—Siyambalagune.

Lot.	Name of Land.	Name of Applicant.	Name of Claimant.	Description.	Extent.	Upset Premia.	Annual Rent per Lot for the first 30 Years.	
							Rs.	c.
9	Polgaspitiyelanda	R. W. Glassborow	Crown	Chena and forest	36 2 0	332 0	110	0
13	Do.	do	do.	Rubber 7 years old	5 2 9	53 0	17	0
14	Do.	do.	do.	Chena	3 3 22	36 0	12	0

The conditions of lease can be had from the Government Agent, Uva, and the survey plans of the lands can be seen at the Surveyor-General's Office, or at the Kachcheri, Badulla.

Land Commissioner's Office,  
September 28, 1946

N. MOONESINGHA,  
Additional Land Commissioner.

## LAND SALES BY THE SETTLEMENT OFFICER.

## North-Western Province.

No. 14,094 S. O.—The Settlement Officer, will on Tuesday, December 17, 1946, at 10 A.M., at the Ambampola Village Tribunal Court-house, put up to auction, for sale or settlement, or will otherwise dispose of, the under-mentioned portions of Crown lands, in accordance with the regulations of Government regarding land sales. Eleven allotments of land situated in the Ganthi korale of the Wannu hatpattu of the Kurunegala District of the North-Western Province

Block survey preliminary plan No. 2,929—Badalgama.

Lot.	Name of Land	Name of Applicant or Claimant.	Description.	Extent.	
				A.	R. P.
66	Galgodehena	Hangilnaidelage Rannaidege Dingi	Chena	1	0 11
68	Do	(1) Hangilnaidelegedera Panuwa Naidege Dingiri Naide, (2) ditto Punchihamy Nachchire	do.	0	1 21
70	Do	Hangil Naidele Appunaidege Punchi Menika Nachchire of Kotalakemyaya	do	0	3 4
88	Do	Welanaidege Tattinachchire	do.	0	0 28
95	Welhena	Herat Mudiyansele Ausadahamy and others	do.	2	0 5
102	Galgodehena	Punchi Naidege Welappu Naide	do.	0	3 38
130	Dikweweyaya	Hangilnaidelegedera Kiri Naidege Ukku Nachchire	do	1	0 6
132	Do.	Kiri Nachchirege Ukku Nachchire	do.	1	0 0
134	Do.	Hangil Naidelege Baiya Naide	do.	1	0 4
142	Dangahamulahena	Hangil Naidege Dingiri Naide	do.	1	0 1
143	Do.	Tikuri Appunaidege Heen Appu Naide	do.	1	0 4

Upset price up to Rs. 100 per acre. Further information regarding these lands can be obtained from the Settlement Officer, Colombo, and plans of them from the Surveyor-General, Colombo.

Land Commissioner's Office,  
Colombo, October 5, 1946.

N. MOONESINGHA,  
Additional Land Commissioner.

**No. 14,095 S. O.**—The Settlement Officer will on Tuesday, November 26, 1946, at 10 A. M., at the Melsiripura Camp, put up to auction, for sale or settlement, or will otherwise dispose of, the under-mentioned portions of Crown land, in accordance with the regulations of Government regarding land sales. Three allotments of land situated in the Ihala Otota korale of the Hiriyala hatpattu of the Kurunegala District of the North-Western Province.

Lot.	Name of Land.	Block survey preliminary plan No. 2,804.—Pallyyadda.	Name of Applicant or Claimant.	Description.	Extent. A. R. P.
155	Ehetugahumulawatta	(1) Mirihagoda Mudiyansolage Loku Banda. (2) Hantanaham Mudiyansolage Heen Banda. (3) ditto Dingiri Amma	..	Coconut garden	0 0 39
159	Enderugollowewatta	Hoirs of Sir H. L. de Mel	..	Coconut estate	0 0 37
161	Do.	do.	..	do.	0 2 4

Upset price up to Rs. 100 per acre. Further information regarding those lands can be obtained from the Settlement Officer, Colombo, and plans of them from the Surveyor-General, Colombo.

Land Commissioner's Office,  
Colombo, October 5, 1946.

N. MOONESINGHA,  
Additional Land Commissioner.

#### LAND ACQUISITION NOTICES.

LA 172

HAVING been duly directed by the Executive Committee for Local Administration under a delegation from His Excellency the Governor, acting under the provisions of "The Land Acquisition Ordinance (Cap. 203)", section 5, to take order for the acquisition of the following land, required for a public purpose, namely, for a Maternity Home at Alaveddi (Northern Province), to wit:—

Lot.	Name of Land.	Preliminary plan No. A 1,454.	Village—Alaveddi	Name of Claimant.	Extent. A. R. P.
1 & 2	Arumugathadaippu	Palmyrah garden containing 239 palmyrah trees 30-40 years old and a building under construction	..	Vaithalingam Nagalingam of Alaveddi, presently of Talawa	0 3 9.09

I hereby give public notice, as required by section 6, that the Government proposes to take possession of the land. All persons interested in the aforesaid land are hereby required to appear personally or by agent before me at the Jaffna Kachcheri, on November 13, 1946, at 10 A. M., to state the nature of their respective interests in the land, and the amount and particulars of their claims to compensation for such interests, and to produce the deeds on which they claim the land.

*N.B.*—Agents should produce letters of authority from their principals in addition to the title deeds.

The Kachcheri,  
Jaffna, October 5, 1946.

C. COOMARASWAMY,  
Government Agent.

#### MISCELLANEOUS LAND NOTICES.

L. R. 1

##### Lease of Rubber Trees on Maligatenne Estate at Veyangoda.

NOTICE is hereby given that the Government Agent, Western Province, will receive sealed tenders for the lease of the right to tap the Rubber Trees standing on about five acres of the above-mentioned estate for a period of one year and two months commencing from November 1, 1946, subject to the conditions set out below.

2. Tenders which must be in sealed envelopes superscribed "Tender for Lease of the Right to tap the Rubber Trees on Maligatenne Estate" will be received at the Colombo Kachcheri until 11 A. M. on Monday, October 28, 1946, when they will be opened. All tenders 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 the rubber trees on about five acres of Maligatenne Estate. The tenderer whose tender is accepted will not be entitled to make use of the soil of the said land.
- (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 or his workmen will not be allowed to damage any trees standing on the said land. No slaughter tapping of the rubber trees will be allowed in any circumstances.
- (8) The lessee will not be allowed to erect structures of any sort on the said land except with the permission of the Government Agent previously obtained in writing.
- (9) The lease will be terminable on one month's notice by the Government Agent without payment of any compensation to the lessee. In such case a proportionate reduction of the rent will be made in respect of the unexpired period of the lease.
- (10) 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.
- (11) 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.
- (12) The Government Agent reserves the right to accept or reject any tender.
- (13) Further particulars can be obtained from the Government Agent, Western Province, at the Kachcheri, Colombo.

The Kachcheri,  
Colombo, October 3, 1946.

G. S. PEIRIS,  
for Government Agent.

##### Lease of Trees on Urban Council Lands.

NOTICE is hereby given that the Chairman, Urban Council, Avissawella, will receive sealed tenders for the leases of the right to take the produce of the trees on the under-mentioned Urban Council lands for a period of one year, from January 1, 1947, subject to the conditions set out below:

2. Tenders, which must be in sealed envelopes superscribed "Tender for lease of the right to take produce of the trees on Urban Council lands" will be received at the Urban Council Office, Avissawella, until 10 A. M. on Thursday, October 24, 1946, when they will be opened. All tenderers will be required to be present in person or to satisfy the Chairman, Urban Council, by duly accredited agents that their tenders have been made in good faith.

##### Conditions.

- (1) The right, the leases of which are to be sold, is that right to take the produce of the trees appearing in the schedule appended below. The tenderers whose tenders are accepted will not be entitled to make any use of the soil of the said lands.
- (2) The tenderers whose tenders are accepted (hereinafter referred to as "the lessees") will be required to deposit, immediately after their tenders have been accepted, one-fourth of the amount tendered by them as cash security. This sum will be held in deposit and refunded to them on the expiry or earlier termination of the leases. The Chairman, Urban Council (hereinafter referred to as "the Chairman, Urban Council"), will have the right to confiscate the whole or any part of this security for breach of any condition of the leases.
- (3) The lessees must pay the full amount tendered by them as rent for the full year within a week of the acceptance of their tenders.
- (4) The lessees will be required to sign indenture of lease as soon as they are called upon to do so by the Chairman, Urban Council.
- (5) The lessees will be required to pay any rates and taxes which may be levied by the Urban Council in respect of the rights to be leased.
- (6) The lessees will not be allowed to assign, transfer, or sublet their rights under the leases to any person without the permission of the Chairman, Urban Council, previously obtained in writing.
- (7) The lessees or their workmen will not be allowed to lop the branches of, or to fell or otherwise damage, any trees standing on the said lands.
- (8) The lessees or their workmen will not be allowed to pick any immature nuts.
- (9) The lessees will not be allowed to erect structures of any sort on the said lands except with the permission of the Chairman, Urban Council, previously obtained in writing.
- (10) The leases will be terminable on one month's notice without payment of any compensation to the lessees. In such cases, proportionate reductions of the rents will be made in respect of the unexpired periods of the leases.
- (11) The Chairman, Urban Council, will have the power, in the event of any breach of the foregoing conditions, to cancel the leases and to debar the lessees and their workmen from access to the aforesaid trees without paying any compensation whatsoever to the lessees.
- (12) The Chairman, Urban Council, reserves the right to accept or reject any tender.
- (13) Further particulars can be obtained from the Urban Council Office, Avissawella.

Urban Council Office,  
Avissawella, October 8, 1946.

LOUIS V. B. DE JACOLYN,  
Chairman.

##### Schedule.

Avissawella.—Trees on land behind market, and coconut trees on land by side of Cross road (50 coconut trees, 33 arecanut trees, 1 breadfruit tree and 1 mango tree).

**Lease of the Right to tap Rubber Trees at the Urban Council Trenching Ground, Avissawella.**

NOTICE is hereby given that the Chairman, Urban Council, Avissawella, will receive sealed tenders for the purchase of the lease of the right to tap for rubber 124 (one hundred and twenty-four) rubber trees standing on the Urban Council Trenching Ground at Avissawella for a period of one year from January, 1947, 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 on the Urban Council Trenching Ground, Avissawella", will be received at the Urban Council Office until 10 A.M., on Friday, October 25, 1946, when they will be opened. All tenderers will be required to be present in person or to satisfy the Chairman, Urban Council, 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 124 (one hundred and twenty-four) rubber trees in the Urban Council Trenching Ground, Avissawella. The tenderer whose tender is accepted will not be entitled to take the produce of any trees in the Urban Council Trenching Ground other than the said rubber trees or to make any use of the soil of the said Urban Council Trenching Ground.
- (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 Chairman, Urban Council, Avissawella (hereinafter referred to as "the Chairman, Urban Council"), 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 must pay the full amount tendered by him as rent for the full year within a week of the acceptance of his tender.
- (4) The lessee will be required to sign an indenture of lease as soon as he is called upon to do so by the Chairman, Urban Council.
- (5) The lessee will be required to pay any rate and taxes which may be levied by the Urban Council 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 Chairman, Urban Council, previously obtained in writing.

(7) 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 Chairman and during the hours during which the Grounds are open to the public. No slaughter tapping of the rubber trees will be allowed in any circumstances.

(8) The lessee or his workmen will not be allowed to lop the branches of, or fell or otherwise damage, any trees standing in the Trenching Ground.

(9) The lessee will not be allowed to erect structures of any kind in the Trenching Ground without the permission of the Curator of the Grounds, previously obtained in writing.

(10) The Chairman, Urban Council, 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 Chairman, Urban Council, regarding the amount of any such reduction of rent will be final.

(11) 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 Chairman. In such case a proportionate reduction of rent will be made in respect of the unexpired period of the lease.

(12) The Chairman, Urban Council, will have power, in the event of any breach of the foregoing conditions, to cancel the lease and to clear the lessee and his workmen from access to the aforesaid rubber trees without paying any compensation whatsoever to the lessee.

(13) 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 Chairman, Urban Council.

(14) The Chairman, Urban Council, reserves the right to accept or reject any tender.

(15) Further particulars can be obtained from the Chairman, Urban Council, at the Urban Council Office.

Urban Council Office,  
Avissawella, October 5, 1946.

LOUIS V. B. DE JACOLYN,  
Chairman, Urban Council.

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- ..... 3. Ms. Senani Bandara
- ..... 2. Mr. M.S.U. Amarasinghe
- ..... 1. Mr. W. Sunil

**Tender for the Lease of the Rubber Plantation on the  
Bandaragama Experiment Station.**

TENDERS are hereby invited for the purchase of the right to take the produce of the rubber plantation on the Bandaragama Experiment Station, land called Aramanagahalandewatta, lot W 625 in P. P. 9,860, in extent 4½ acres, for the period November 1, 1946, to October 31, 1947, subject to the conditions, *inter alia* hereinafter mentioned.

2. Tenders should be in sealed covers, superscribed "Tender for the Lease of the Rubber Plantation on Bandaragama Experiment Station" and addressed to the Assistant Government Agent, Kalutara.

3. Tenders should reach the Assistant Government Agent, Kalutara, before 12 noon on Thursday, October 24, 1946.

4. Every tenderer should be present at the Kalutara Kachcheri in person or should depute someone to represent him, at 12 noon on Thursday, October 24, 1946. If neither the tenderer nor any

person deputed by him attends the Kachcheri, the Assistant Government Agent may presume that the tenderer does not wish to pursue the tender further.

5. Any further information may be obtained on application at the Kalutara Kachcheri.

October 2, 1946.

N. MOONESINGHE,  
Additional Land Commissioner.

*Conditions.*

1. The tapping must be so done as not to damage the trees, and the trees shall not be tapped on rainy days until they are dry.

2. The lease shall be terminable on one month's notice in writing being given by either party to the other. In either event, the lessor shall not be liable to pay any compensation.

3. The purchaser shall not assign, transfer or sub-lease his rights without the written consent of the Assistant Government Agent, Kalutara.

4. The Assistant Government Agent reserves to himself the right to reject any or all tenders.