



# 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.)

	PAGE		PAGE
Land Settlement Notices:—		Land Sales by the Settlement Officer:—	
Preliminary Notices .. .. .	.. —	Western Province .. .. .	.. —
Final Orders .. .. .	.. —	Central Province .. .. .	.. —
Land Sales by the Government Agents:—		Southern Province .. .. .	.. —
Western Province .. .. .	.. —	Northern Province .. .. .	.. —
Central Province .. .. .	.. —	Eastern Province .. .. .	.. —
Southern Province .. .. .	.. —	North-Western Province .. .. .	.. —
Northern Province .. .. .	.. —	North-Central Province .. .. .	.. —
Eastern Province .. .. .	.. —	Province of Uva .. .. .	.. —
North-Western Province .. .. .	.. —	Province of Sabaragamuwa .. .. .	.. —
North-Central Province .. .. .	.. —	Land Acquisition Notices .. .. .	145
Province of Uva .. .. .	.. —	Land Resumption Notices .. .. .	.. —
Province of Sabaragamuwa .. .. .	.. —	Notices under the Land Development Ordinance .. .. .	145
		Miscellaneous Land Notices .. .. .	145
		Lands under Peasant Proprietor Scheme .. .. .	.. —

### LAND ACQUISITION NOTICES.

HAVING been duly directed by the Executive Committee of Local Administration, 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 Kahambiliyawala School, to wit:—

Lot.	Name of Land.	Preliminary plan No. A 468. Village—Kahambiliyawala. Description.	Name of Claimant.	Extent A. R. P.
2	Ebapitiyowatta <i>alias</i> Skelewatte	Garden contains 35 coconut trees, 12 coconut plants, 13 jak trees, 9 arecanut trees, 9 cotton trees, 4 murunga trees, 3 laulu trees, 3 jambu trees, 1 delun tree, 1 lime tree, 10 orange trees, 1 asoka tree, 1 mee tree, 2 tamarind trees, 1 bamboo bush, 1 papaw tree, 24 plantain bushes, 1 brick walled and tiled permanent school building, 2 brick walled and zinc roofed permanent lavatories, 1 masonry well and part of a temporary thatched house	Kapurumudiyanselage Punchi Banda, do. Kirimudiyanse, Senakaralalage Punchinona and Mohottalage Gunatilake, all of Kahambiliyawala	1 0 10

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 Kegalla Kachcheri, on July 18, 1947, at 3 P.M., and to state the nature of their respective interests in the land, and the amount and particulars of their claims to compensation for such interests.

The Kachcheri,  
Kegalla, June 4, 1947.

K. KANAGASUNDRAM,  
Assistant Government Agent.

### LAND DEVELOPMENT NOTICES.

#### Confirmation of the Mapping-out of Kudawitikele Village.

NOTICE is hereby given that the Land Commissioner has confirmed, under section 14 of the Land Development Ordinance, a scheme of mapping-out and diagram depicting the mapped-out areas for the Kudawitikele village in the Kurunegala District (F. V. P. 1,569).

2. The purposes for which land has been mapped-out are, *inter alia*—

Colonization 330 acres, 1 rood 35 perches.

3. Any person interested is entitled to inspect, free of charge, at the Kurunegala Kachcheri, or at the office of the Surveyor-General the diagram depicting the scheme of mapping-out.

A. R. RATNAVALE,  
Additional Assistant Government Agent.

The Kachcheri,  
Kurunegala, May 29, 1947.

### MISCELLANEOUS LAND NOTICES.

L.J 173

#### Lease of Grass Land called Kadurugastuduwa at Welikada.

NOTICE is hereby given that the Government Agent of the Western Province (hereinafter referred to as the Government Agent) will receive tenders for the purchase of the lease of the Crown land described in the First Schedule hereto, subject to the conditions specified in the Second Schedule hereto, for a term of one year and three months commencing from July 1, 1947.

#### First Schedule.

1. All that block of Crown land known as Kadurugastuduwa and situated at Welikada, within the Urban Council limits of Kotte, and fully described as lots 1, 2, 3, 4, 5, 5A, 5B, 6, 19, 20, 21, 25, 27, 28,

145—J. N. A 71741—378 (6/47)

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29, 30, 31, 40, 41E, 41F, 41G, 42, 43, 44, 45, 46, 47A, 47B, 47C, 47D, 47E, 48, 49, 50, 51, 52, 53, 59, and 67 in preliminary plan No. 20, 394, in extent 30 acres 1 rood and 33.9 perches being part of the original lot 22B in the Cinnamon Gardens Lease Plan.

2. The boundaries of the land to be leased are as follows:—

North: Two parts of road from Borella to Kotte and private lands.

East: Part of road from Nugegoda to Kotte, lots 13A, 54, 55, 55A, 56B, 56B, 71, 73, 74, 77, and 78 in preliminary plan No. 20, 394 issued to Urban Council, Kotte.

South: Wetakeyagahakumbura and part of cart road described as lots 68, 69, and 70 in preliminary plan No. 20, 394, and

West: Kinda-ela.

#### Second Schedule.

1. The tenders, which must be in sealed envelopes superscribed "Tenders for the lease of grass land known as Kadurugastuduwa in Welikada", will be received at the Colombo Kachcheri, until 11 A.M., on Monday, June 30, 1947; when they will be opened. All persons who have tendered shall be present or shall be represented by some duly accredited Agent at the above-mentioned date, time and place.

2. The person making the tender shall specify therein the monthly rental which is prepared to pay in respect of the lease of the entire block of land. No premium shall be payable.

3. The Government Agent may, on the date on which the tenders are opened, call upon the successful tenderer to deposit a sum equivalent to six months' rent. In the event of such tenderer's failing to do so, his tender will be rejected.

4. The person whose tender is accepted shall execute a lease within fourteen days of its being presented to him. In the event of his failure to do so, the Government Agent may cancel the sale and confiscate any deposit paid by the tenderer.

5. The proposed lease will contain the following conditions amongst others:—

(a) the lessee shall pay the monthly rent in advance at the Colombo Kachcheri on or before the first day of each month;

- (b) the lessor (or the Government Agent on his behalf) or the lessee may terminate the lease at any time on giving six months' notice in writing to the other party ;
- (c) the lessee shall bear, pay and discharge all existing and future rates, taxes, assessments and outgoings whatsoever in respect of the demised premises ;
- (d) the lessee may cultivate grass upon the demised premises ; but shall not plant any shrubs, plants or trees thereon or utilize the land for any other purpose except with the consent of the Government Agent previously obtained in writing ;
- (e) the lessee or his workmen shall not cut down any trees that are on the land, nor interfere with any existing fence or boundary mark, picket or drain ;
- (f) the lessee shall keep the land clean and in good order in conformity with Urban Council Regulations applicable to the land ;
- (g) the lessee shall permit the lessor, his agent or agents or surveyors, at all reasonable hours of the day during the continuance of this lease, to enter upon the said land for the purpose of inspecting the condition thereof ;
- (h) the lessee shall not sub-let, mortgage, sell, donate, or otherwise dispose of or deal with his interest in this lease, without the written consent of the Government Agent previously obtained ;
- (i) the lessee shall fence the demised premises at his own expense if and when called upon by the Government Agent to do so ;
- (j) the lessee shall not put any structure whatsoever or construct any roads upon the demised premises except with the

written permission of the Government Agent previously obtained ;

- (k) the lessee shall not, without first obtaining the written consent of the Government Agent, allow any cattle, buffaloes or goats to graze on the demised premises ; and any such animals found grazing thereon in contravention of this condition shall be liable to be seized by any person duly authorised by the lessor.
- (l) the lessee shall not remove from the land any sand, gravel or soil ; nor shall he cut down any permanent plantations without the consent of the Government Agent previously obtained in writing ;
- (m) if any instalment or rent or any part thereof shall not be paid on the first day of each month, whether the same shall be lawfully demanded or not, such instalment of rent shall carry interest at the rate of nine per centum per annum till payment in full ;
- (n) the lessee shall not remove or disturb any Government trigonometrical station or beacon or boundary pillar or marks.
6. The Government Agent reserves the right to reject any or all the tenders.
7. For any further information regarding this notice application should be made to the Government Agent.

The Kachcheri,  
Colombo, June 10, 1947.

V. COOMARASWAMY,  
Government Agent, Western Province.