



# Ceylon Government Gazette

Published by Authority.

No. 5,417—FRIDAY, JULY 10, 1896.

PART I.—General : Minutes, Proclamations, Appointments,  
and General Government Notifications.

PART II.—Legal and Judicial.

PART III.—Provincial Administration.

PART IV.—Marine and Mercantile.

PART V.—Municipal and Local.

*Separate paging is given to each Part in order that it may be filed separately.*

## Part II.—Legal and Judicial.

	PAGE		PAGE
Passed Ordinances	...	Supreme Court Notices	...
Draft Ordinances	... 267	District Court Notices	... 282
Treaties, Conventions, &c.	...	Minor Court Notices	... 266
Notifications of Criminal Sessions of Supreme Court	... 265	Notices of Insolvency	...
List of Jurors	... 280	Notices of Fiscals' Sales	... 284
Appointment of Marshals	... 265	Miscellaneous Notices	...

BY virtue of a Mandate to me directed by the Hon. the Supreme Court of the Island of Ceylon, I do hereby proclaim that a Criminal Session of the said Court for the Districts of Puttalam, Chilaw, and Kalpitiya will be holden at the Court-house at Chilaw on Monday, July 27, 1896, at 11 o'clock of the morning of the said day.

And I do hereby require and inform all persons concerned therein to attend at the time and place above-mentioned, and not to depart without leave asked and granted.

Deputy Fiscal's Office,  
Chilaw, July 6, 1896.

B. CONSTANTINE,  
Deputy Fiscal.

I, W. E. DAVIDSON, Esq., Fiscal of the Province of Sabaragamuwa, do hereby appoint Mr. Thomas Daniel Malalasingha Jayasundera to be Marshal for Atakalan korale, Kolonna korale, and Udapattu of Kukulu korale, in the District of Ratnapura, under the provisions of the Fiscals' Ordinance, No. 4 of 1867, and authorize him to perform the duties and exercise the authority of Marshal, for which this shall be his warrant.

W. E. DAVIDSON,  
Fiscal.

This 6th day of July, 1896.

NOTICE is hereby given that a suit has been instituted in the Court of Requests of Kegalla by twenty-four labourers of Damalagolla estate, against the proprietor thereof, under the Ordinance No. 13 of 1889, for the recovery of their wages amounting to Rs. 270.

WILLIAM DE SILVA,  
Chief Clerk.

This 6th day of July, 1896.

NOTICE is hereby given that a suit No. 2,766 has been instituted in the Court of Requests of Rakwana by sixty-six labourers of Aberfoyle estate, Rakwana, against the proprietor thereof, under the Ordinance No. 13 of 1889, for the recovery of their wages, which will have to be ascertained and determined on, and after the production by the superintendent, manager, or conductor of the said estate of the check-rolls of the said estate.

M. P. DE ALWIS,  
Chief Clerk.

This 7th day of July, 1896.

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List of Uncertified Insolvents in the District Court of Kegalla for the Half-year ended June 30, 1896.

Nil.

District Court,  
Kegalla, July 7, 1896.

J. S. DRIEBERG,  
District Judge.

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Return of all Moneys recovered and paid on Account of Estates under Official Administration for the Half-year ended June 30, 1896.

Nil.

District Court,  
Kegalla, July 7, 1896.

J. S. DRIEBERG,  
District Judge.

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## DRAFT ORDINANCES.

## MINUTE.

The following Draft of a proposed Ordinance is published for general information:—

An Ordinance for amending and codifying the Law relating to the sale of Goods.

Preamble.

WHEREAS it is expedient to amend and codify the law relating to the sale of goods: Be it therefore enacted by the Governor of Ceylon, by and with the advice and consent of the Legislative Council thereof, as follows:

## PART I.

## FORMATION OF THE CONTRACT.

*Contract of Sale.*

Sale and agreement to sell.

1 (1) A contract of sale of goods is a contract whereby the seller transfers or agrees to transfer the property in goods to the buyer for a money consideration, called the price. There may be a contract of sale between one part-owner and another.

(2) A contract of sale may be absolute or conditional.

(3) Where under a contract of sale the property in the goods is transferred from the seller to the buyer the contract is called "a sale"; but where the transfer of the property in the goods is to take place at a future time, or subject to some condition thereafter to be fulfilled, the contract is called "an agreement to sell."

(4) An agreement to sell becomes a sale when the time elapses or the conditions are fulfilled subject to which the property in the goods is to be transferred.

Capacity to buy and sell.

2 Capacity to buy and sell is regulated by the general law concerning capacity to contract and to transfer and acquire property.

Provided that where necessaries are sold and delivered to an infant, or minor, or to a person who by reason of mental incapacity or drunkenness is incompetent to contract, he must pay a reasonable price therefor.

"Necessaries" in this section means goods suitable to the condition in life of such infant, or minor, or other person, and to his actual requirements at the time of the sale and delivery.

*Formalities of the Contract.*

Contract of sale how made.

3 Subject to the provisions of this Ordinance and of any Ordinance in that behalf, a contract of sale may be made in writing or by word of mouth, or partly in writing and partly by word of mouth, or may be implied from the conduct of the parties.

Provided that nothing in this section shall affect the law relating to corporations.

No contract to be in force unless in writing and signed.

4 (1) A contract for the sale of any goods shall not be enforceable by action, unless the buyer shall accept part of the goods so sold and actually receive the same, or pay the price or a part thereof, or unless some note or memorandum in writing of the contract be made and signed by the party to be charged or his agent in that behalf.

(2) The provisions of this section apply to every such contract, notwithstanding that the goods may be intended to be delivered at some future time, or may not at the time of such contract be actually made, procured, or provided, or fit, or ready for delivery, or some act may be requisite for the making or completing thereof, or rendering the same fit for delivery.

(3) There is an acceptance of goods within the meaning of this section when the buyer does any act in relation to the goods which recognizes a pre-existing contract of sale, whether there be an acceptance in performance of the contract or not.

*Subject-matter of Contract.*

Existing or  
future goods.

5 (1) The goods which form the subject of a contract of sale may be either existing goods, owned or possessed by the seller, or goods to be manufactured or acquired by the seller after the making of the contract of sale, in this Ordinance called "future goods."

(2) There may be a contract for the sale of goods the acquisition of which by the seller depends upon a contingency which may or may not happen.

(3) Where by a contract of sale the seller purports to effect a present sale of future goods, the contract operates as an agreement to sell the goods.

Goods which  
have perished

6 Where there is a contract for the sale of specific goods and the goods without the knowledge of the seller have perished at the time when the contract is made, the contract is void.

Goods perishing  
before sale, but  
after agreement  
to sell.

7 Where there is an agreement to sell specific goods, and subsequently the goods, without any fault on the part of the seller or buyer, perish before the risk passes to the buyer, the agreement is thereby avoided.

*The Price.*

Ascertainment  
of price.

8 (1) The price in a contract of sale may be fixed by the contract, or may be left to be fixed in manner thereby agreed, or may be determined by the course of dealing between the parties.

(2) Where the price is not determined in accordance with the foregoing provisions the buyer must pay a reasonable price. What is a reasonable price is a question of fact dependent on the circumstances of each particular case.

Agreement to  
sell at valuation.

9 (1) Where there is an agreement to sell goods on the terms that the price is to be fixed by the valuation of a third party, and such third party cannot or does not make such valuation, the agreement is avoided; provided that if the goods or any part thereof have been delivered to and appropriated by the buyer he must pay a reasonable price therefor.

(2) Where such third party is prevented from making the valuation by the fault of the seller or buyer, the party not in fault may maintain an action for damages against the party in fault.

*Conditions and Warranties.*

Stipulations as  
to time.

10 (1) Unless a different intention appears from the terms of the contract, stipulations as to time of payment are not deemed to be of the essence of a contract of sale. Whether any other stipulation as to time is of the essence of the contract or not depends on the terms of the contract.

(2) In a contract of sale, "month" means *primâ facie* calendar month.

When condition  
to be treated as  
warranty.

11 (1) Where a contract of sale is subject to any condition to be fulfilled by the seller, the buyer may waive the condition, or may elect to treat the breach of such condition as a breach of warranty, and not as a ground for treating the contract as repudiated.

(2) Whether a stipulation in a contract of sale is a condition the breach of which may give rise to a right to treat the contract as repudiated, or a warranty the breach of which may give rise to a claim for damages, but not to a right to reject the goods and treat the contract as repudiated, depends in each case on the construction of the contract. A stipulation may be a condition, though called a warranty in the contract.

(3) Where a contract is not severable, and the buyer has accepted the goods, or part thereof, or where the contract is for specific goods the property in which has passed to the buyer, the breach of any condition to be fulfilled by the seller can only be treated as a breach of warranty, and not as a ground for rejecting the goods and treating the contract as repudiated, unless there be a term of the contract, expressed or implied, to that effect.

(4) Nothing in this section shall affect the case of any condition or warranty fulfilment of which is excused by law by reason of impossibility or otherwise.

Implied  
undertaking as  
to title, &c.

12 In a contract of sale, unless the circumstances of the contract are such as to show a different intention, there is—

- (1) An implied condition on the part of the seller that in the case of a sale he has a right to sell the goods, and that in the case of an agreement to sell he will have a right to sell the goods at the time when the property is to pass.
- (2) An implied warranty that the buyer shall have and enjoy quiet possession of the goods.
- (3) An implied warranty that the goods shall be free from any charge or encumbrance in favour of any third party, not declared or known to the buyer before or at the time when the contract is made.

Sale by  
description.

13 Where there is a contract for the sale of goods by description, there is an implied condition that the goods shall correspond with the description; and if the sale be by sample as well as by description, it is not sufficient that the bulk of the goods corresponds with the sample if the goods do not also correspond with the description.

Implied  
conditions as to  
quality or fitness.

14 Subject to the provisions of this Ordinance and of any Ordinance in that behalf, there is no implied warranty or condition as to the quality or fitness for any particular purpose of goods supplied under a contract of sale, except as follows:

- (1) Where the buyer, expressly or by implication, makes known to the seller the particular purpose for which the goods are required, so as to show that the buyer relies on the seller's skill or judgment, and the goods are of a description which it is in the course of the seller's business to supply (whether he be the manufacturer or not), there is an implied condition that the goods shall be reasonably fit for such purpose; provided that in the case of a contract for the sale of a specified article under its patent or other trade name, there is no implied condition as to its fitness for any particular purpose.
- (2) Where goods are bought by description from a seller who deals in goods of that description (whether he be the manufacturer or not), there is an implied condition that the goods shall be of merchantable quality; provided that if the buyer has examined the goods, there shall be no implied condition as regards defects which such examination ought to have revealed.
- (3) An implied warranty or condition as to quality or fitness for a particular purpose may be annexed by the usage of trade.
- (4) An express warranty or condition does not negative a warranty or condition implied by this Ordinance unless inconsistent therewith.

*Sale by Samples.*

15 (1) A contract of sale is a contract for sale by sample where there is a term in the contract, express or implied, to that effect.

(2) In the case of a contract for sale by sample—

- (a) There is an implied condition that the bulk shall correspond with the sample in quality.

- (b) There is an implied condition that the buyer shall have a reasonable opportunity of comparing the bulk with the sample.
- (c) There is an implied condition that the goods shall be free from any defect, rendering them unmerchantable, which could not be apparent on reasonable examination of the sample.

## PART II.

## EFFECTS OF THE CONTRACT.

*Transfer of Property as between Seller and Buyer.*

Goods must be ascertained.

16 Where there is a contract for the sale of unascertained goods no property in the goods is transferred to the buyer unless and until the goods are ascertained.

Property passes when intended to pass.

17 (1) Where there is a contract for the sale of specific or ascertained goods, the property in them is transferred to the buyer at such time as the parties to the contract intend it to be transferred.

(2) For the purpose of ascertaining the intention of the parties, regard shall be had to the terms of the contract, the conduct of the parties, and the circumstances of the case.

Rules for ascertaining intention.

18 Unless a different intention appears, the following are rules for ascertaining the intention of the parties as to the time at which the property in the goods is to pass to the buyer :

*Rule 1.*—Where there is an unconditional contract for the sale of specific goods, in a deliverable state, the property in the goods passes to the buyer when the contract is made, and it is immaterial whether the time of payment or the time of delivery or both be postponed.

*Rule 2*—Where there is a contract for the sale of specific goods, and the seller is bound to do something to the goods for the purpose of putting them into a deliverable state, the property does not pass until such thing be done, and the buyer has notice thereof.

*Rule 3.*—Where there is a contract for the sale of specific goods in a deliverable state, but the seller is bound to weigh, measure, test, or do some other act or thing with reference to the goods for the purpose of ascertaining the price, the property does not pass until such act or thing be done, and the buyer has notice thereof.

*Rule 4.*—When goods are delivered to the buyer on approval, or “on sale or return,” or other similar terms, the property therein passes to the buyer—

(a) When he signifies his approval or acceptance to the seller, or does any other act adopting the transaction.

(b) If he does not signify his approval or acceptance to the seller, but retains the goods without giving notice of rejection, then, if a time has been fixed for the return of the goods, on the expiration of such time, and if no time has been fixed, on the expiration of a reasonable time. What is a reasonable time is a question of fact.

*Rule 5.*—(1) Where there is a contract for the sale of unascertained or future goods by description, and goods of that description and in a deliverable state are unconditionally appropriated to the contract, either by the seller with the assent of the buyer, or by the buyer with the assent of the seller, the property in the goods thereupon passes to the buyer. Such assent may be express or implied, and may be given either before or after the appropriation is made.

(2) Where, in pursuance of the contract, the seller delivers the goods to the buyer or to a carrier or other bailee or custodier (whether named by the buyer or not) for the purpose of transmission to the buyer, and does not reserve the right of disposal, he is deemed to have unconditionally appropriated the goods to the contract.

Reservation of  
right of disposal.

19 (1) Where there is a contract for the sale of specific goods, or where goods are subsequently appropriated to the contract, the seller may, by the terms of the contract or appropriation, reserve the right of disposal of the goods until certain conditions are fulfilled. In such case, notwithstanding the delivery of the goods to the buyer, or to a carrier or other bailee or custodier for the purpose of transmission to the buyer, the property in the goods does not pass to the buyer until the conditions imposed by the seller are fulfilled.

(2) Where goods are shipped, and by the bill of lading the goods are deliverable to the order of the seller or his agent, the seller is *primâ facie* deemed to reserve the right of disposal.

(3) Where the seller of goods draws on the buyer for the price, and transmits the bill of exchange and bill of lading to the buyer together to secure acceptance or payment of the bill of exchange, the buyer is bound to return the bill of lading if he does not honour the bill of exchange, and if he wrongfully returns the bill of lading the property in the goods does not pass to him.

Risk *primâ facie*  
passes with  
property.

20 Unless otherwise agreed, the goods remain at the seller's risk until the property therein is transferred to the buyer, but when the property therein is transferred to the buyer, the goods are at the buyer's risk whether delivery has been made or not.

Provided that where delivery has been delayed through the fault of either buyer or seller, the goods are at the risk of the party in fault as regard any loss which might not have occurred but for such fault.

Provided also that nothing in this section shall affect the duties or liabilities of either seller or buyer as a bailee or custodier of the goods of the other party.

#### *Transfer of Title.*

Sale by person  
not the owner.

21 (1) Subject to the provisions of this Ordinance, where goods are sold by a person who is not the owner thereof, and who does not sell them under the authority or with the consent of the owner, the buyer acquires no better title to the goods than the seller had, unless the owner of the goods is by his conduct precluded from denying the seller's authority to sell.

(2) Provided also that nothing in this Ordinance shall affect—

(a) The provisions of "The Factors Act," or any Imperial enactment, or any local Ordinance, enabling the apparent owner of goods to dispose of them as if he were the true owner thereof.

(b) The validity of any contract of sale under any statutory power of sale or upon the order of a court of competent jurisdiction.

Market overt.

22 Where goods are sold in market overt, according to the usage of the market, the buyer acquires a good title to the goods, provided he buys them in good faith and without notice of any defect or want of title on the part of the seller.

Sale under  
voidable title.

23 When the seller of goods has a voidable title thereto, but his title has not been avoided at the time of the sale, the buyer acquires a good title to the goods, provided he buys them in good faith and without notice of the seller's defect of title.

Re-vesting of property in stolen goods on conviction of offender.

24 (1) Where goods have been stolen and the offender is prosecuted to conviction, the property in the goods so stolen re-vests in the person who was the owner of the goods, or his personal representative, notwithstanding any intermediate dealing with them, whether by sale in market overt or otherwise.

(2) Notwithstanding any enactment to the contrary, where goods have been obtained by fraud or other wrongful means not amounting to larceny, the property in such goods shall not re-vest in the person who was the owner of the goods, or his personal representative, by reason only of the conviction of the offender.

Seller or buyer in possession after sale.

25 (1) Where a person having sold goods continues or is in possession of the goods, or of the documents of title to the goods, the delivery or transfer by that person, or by a mercantile agent acting for him, of the goods or documents of title under any sale, pledge, or other disposition thereof, to any person receiving the same in good faith and without notice of the previous sale, shall have the same effect as if the person making the delivery or transfer were expressly authorized by the owner of the goods to make the same.

(2) Where a person having bought or agreed to buy goods obtains, with the consent of the seller, possession of the goods or the documents of title to the goods, the delivery or transfer by that person, or by a mercantile agent acting for him, of the goods or documents of title, under any sale, pledge, or other disposition thereof, to any person receiving the same in good faith and without notice of any lien or other right of the original seller in respect of the goods, shall have the same effect as if the person making the delivery or transfer were a mercantile agent in possession of the goods or documents of title with the consent of the owner.

(3) In this section the term "mercantile agent" shall mean a mercantile agent having in the customary course of his business as such agent authority either to sell goods, or to consign goods for the purpose of sale, or to buy goods, or to raise money on the security of goods.

Effect of writs of execution.

26 A writ of execution against goods shall bind the property in the goods of the execution-debtor as from the time when the writ is delivered to the fiscal to be executed; and, for the better manifestation of such time, it shall be the duty of the fiscal, without fee, upon the receipt of any such writ, to endorse upon the back thereof the hour, day, month, and year when he received the same.

Provided that no such writ shall prejudice the title to such goods acquired by any person in good faith and for valuable consideration, unless such person had at the time when he acquired his title notice that such writ or any other writ, by virtue of which the goods of the execution-debtor might be seized or attached, had been delivered to and remained unexecuted in the hands of the fiscal.

(2) In this section the term "fiscal" includes any officer charged with the enforcement of a writ of execution.

### PART III.

#### *Performance of the Contract.*

Duties of seller and buyer.

27 It is the duty of the seller to deliver the goods, and of the buyer to accept and pay for them, in accordance with the terms of the contract of sale.

Payment and delivery are concurrent conditions.

28 Unless otherwise agreed, delivery of the goods and payment of the price are concurrent conditions; that is to say, the seller must be ready and willing to give possession of the goods to the buyer in exchange for the price, and the buyer must be ready and willing to pay the price in exchange for possession of the goods.



Rules as to  
delivery.

29 (1) Whether it is for the buyer to take possession of the goods or for the seller to send them to the buyer is a question depending in each case on the contract, express or implied, between the parties. Apart from any such contract, express or implied, the place of delivery is the seller's place of business, if he have one, and if not, his residence. Provided that, if the contract be for the sale of specific goods, which to the knowledge of the parties when the contract is made are in some other place, then that place is the place of delivery.

(2) Where under the contract of sale the seller is bound to send the goods to the buyer, but no time for sending them is fixed, the seller is bound to send them within a reasonable time.

(3) Where the goods at the time of sale are in the possession of a third person, there is no delivery by seller to buyer unless and until such third person acknowledges to the buyer that he holds the goods on his behalf; provided that nothing in this section shall affect the operation of the issue or transfer of any document of title to goods.

(4) Demand or tender of delivery may be treated as ineffectual unless made at a reasonable hour. What is a reasonable hour is a question of fact.

(5) Unless otherwise agreed, the expenses of and incidental to putting the goods into a deliverable state must be borne by the seller.

Delivery of  
wrong quantity.

30 (1) Where the seller delivers to the buyer a quantity of goods less than he contracted to sell, the buyer may reject them, but if the buyer accepts the goods so delivered he must pay for them at the contract rate.

(2) Where the seller delivers to the buyer a quantity of goods larger than he contracted to sell, the buyer may accept the goods included in the contract and reject the rest, or he may reject the whole. If the buyer accepts the whole of the goods so delivered he must pay for them at the contract rate.

(3) Where the seller delivers to the buyer the goods he contracted to sell mixed with goods of a different description not included in the contract, the buyer may accept the goods which are in accordance with the contract and reject the rest, or he may reject the whole.

(4) The provisions of this section are subject to any usage of trade, special agreement, or course of dealing between the parties.

Instalment  
deliveries.

31 (1) Unless otherwise agreed, the buyer of goods is not bound to accept delivery thereof by instalments.

(2) Where there is a contract for the sale of goods to be delivered by stated instalments, which are to be separately paid for, and the seller makes defective deliveries in respect of one or more instalments, or the buyer neglects or refuses to take delivery of or pay for one or more instalments, it is a question in each case depending on the terms of the contract and the circumstances of the case, whether the breach of contract is a repudiation of the whole contract or whether it is a severable breach giving rise to a claim for compensation, but not to a right to treat the whole contract as repudiated.

Delivery to  
carrier.

32 (1) Where, in pursuance of a contract of sale, the seller is authorized or required to send the goods to the buyer, delivery of the goods to a carrier, whether named by the buyer or not, for the purpose of transmission to the buyer, is *prima facie* deemed to be a delivery of the goods to the buyer.

(2) Unless otherwise authorized by the buyer, the seller must make such contract with the carrier on behalf of the buyer as may be reasonable, having regard to the nature of the goods and the other circumstances of the case. If the seller omits so to do, and the goods are lost or damaged in course

of transit, the buyer may decline to treat the delivery to the carrier as a delivery to himself, or may hold the seller responsible in damages.

(3) Unless otherwise agreed, where goods are sent by the seller to the buyer by a route involving sea transit, under circumstances in which it is usual to insure, the seller must give such notice to the buyer as may enable him to insure them during their sea transit, and, if the seller fails to do so, the goods shall be deemed to be at his risk during such sea transit.

Risk where goods are delivered at distant places.

33 Where the seller of goods agrees to deliver them at his own risk at a place other than that where they are when sold, the buyer must, nevertheless, unless otherwise agreed, take any risk of deterioration in the goods necessarily incident to the course of transit.

Buyer's right of examining the goods.

34 (1) Where goods are delivered to the buyer, which he has not previously examined, he is not deemed to have accepted them unless and until he has had a reasonable opportunity of examining them for the purpose of ascertaining whether they are in conformity with the contract.

(2) Unless otherwise agreed, when the seller tenders delivery of goods to the buyer, he is bound, on request, to afford the buyer a reasonable opportunity of examining the goods for the purpose of ascertaining whether they are in conformity with the contract.

Acceptance.

35 The buyer is deemed to have accepted the goods when he intimates to the seller that he has accepted them, or when the goods have been delivered to him, and he does any act in relation to them which is inconsistent with the ownership of the seller, or when after the lapse of a reasonable time he retains the goods without intimating to the seller that he has rejected them.

Buyer not bound to return rejected goods.

36 Unless otherwise agreed, where goods are delivered to the buyer, and he refuses to accept them, having the right so to do, he is not bound to return them to the seller, but it is sufficient if he intimates to the seller that he refuses to accept them.

Liability of buyer for neglecting or refusing delivery of goods.

37 When the seller is ready and willing to deliver the goods, and requests the buyer to take delivery, and the buyer does not within a reasonable time after such request take delivery of the goods, he is liable to the seller for any loss occasioned by his neglect or refusal to take delivery, and also for a reasonable charge for the care and custody of the goods. Provided that nothing in this section shall affect the rights of the seller where the neglect or refusal of the buyer to take delivery amounts to a repudiation of the contract.

#### PART IV.

##### *Rights of Unpaid Seller against the Goods.*

Unpaid seller defined.

38 (1) The seller of goods is deemed to be an "unpaid seller" within the meaning of this Ordinance—

- (a) When the whole of the price has not been paid or tendered;
- (b) When a bill of exchange or other negotiable instrument has been received as conditional payment, and the condition on which it was received has not been fulfilled by reason of the dishonour of the instrument or otherwise.

(2) In this part of this Ordinance the term "seller" includes any person who is in the position of a seller, as, for instance, an agent of the seller to whom the bill of lading has been indorsed, or a consignor or agent who has himself paid, or is directly responsible for, the price.

Unpaid seller's rights.

39 (1) Subject to the provisions of this Ordinance, and of any Ordinance in that behalf, notwithstanding that the property in the goods may have passed to the buyer, the unpaid seller of goods, as such, has by implication of law—

- (a) A lien on the goods or right to retain them for the price while he is in possession of them;
- (b) In case of the insolvency of the buyer, a right of stopping the goods *in transitu* after he has parted with the possession of them.
- (c) A right of re-sale as limited by this Ordinance.

(2) Where the property in goods has not passed to the buyer, the unpaid seller has, in addition to his other remedies, a right of withholding delivery similar to and co-extensive with his rights of lien and stoppage *in transitu* where the property has passed to the buyer.

*Unpaid Seller's lien.*

Seller's lien.

40 (1) Subject to the provisions of this Ordinance, the unpaid seller of goods who is in possession of them is entitled to retain possession of them until payment or tender of the price in the following cases, namely :

- (a) Where the goods have been sold without any stipulation as to credit ;
- (b) Where the goods have been sold on credit, but the term of credit has expired ;
- (c) Where the buyer becomes insolvent.

(2) The seller may exercise his right of lien notwithstanding that he is in possession of the goods as agent or bailee or custodier for the buyer.

Part delivery.

41 Where an unpaid seller has made part delivery of the goods, he may exercise his right of lien or retention on the remainder, unless such part delivery has been made under such circumstances as to show an agreement to waive the lien or right of retention.

Termination of lien.

42 (1) The unpaid seller of goods loses his lien or right of retention thereon—

- (a) When he delivers the goods to a carrier or other bailee or custodier for the purpose of transmission to the buyer without reserving the right of disposal of the goods.
- (b) When the buyer or his agent lawfully obtains possession of the goods.
- (c) By waiver thereof.

(2) The unpaid seller of goods, having a lien or right of retention thereon, does not lose his lien or right of retention by reason only that he has obtained judgment or decree for the price of the goods.

*Stoppage in transitu.*

Right of stoppage *in transitu*.

43 Subject to the provisions of this Ordinance, when the buyer of goods becomes insolvent, the unpaid seller who has parted with the possession of the goods has the right of stopping them *in transitu*; that is to say, he may resume possession of the goods as long as they are in course of transit, and may retain them until payment or tender of the price.

Duration of transit.

44 (1) Goods are deemed to be in course of transit from the time when they are delivered to a carrier by land or water, or other bailee or custodier for the purpose of transmission to the buyer, until the buyer, or his agent in that behalf, takes delivery of them from such carrier or other bailee or custodier.

(2) If the buyer or his agent in that behalf obtains delivery of the goods before their arrival at the appointed destination, the transit is at an end.

(3) If, after the arrival of the goods at the appointed destination, the carrier or other bailee or custodier acknowledges to the buyer or his agent, that he holds the goods on his behalf, and continues in possession of them as bailee or custodier for the buyer, or his agent, the transit is at an end, and it is immaterial that a further destination for the goods may have been indicated by the buyer.

(4) If the goods are rejected by the buyer, and the carrier or other bailee or custodier continues in possession of them, the transit is not deemed to be at an end even if the seller has refused to receive them back.

(5) When goods are delivered to a ship chartered by the buyer it is a question depending on the circumstances of the particular case whether they are in possession of the master as a carrier or as agent to the buyer.

(6) Where the carrier or other bailee or custodier wrongfully refuses to deliver the goods to the buyer or his agent in that behalf, the transit is deemed at an end.

(7) Where part delivery of the goods has been made to the buyer or his agent in that behalf, the remainder of the goods may be stopped *in transitu* unless such part delivery has been made under such circumstances as to show an agreement to give up possession of the whole of the goods.

How stoppage  
*in transitu* is  
effected.

45 (1) The unpaid seller may exercise his right of stoppage *in transitu* either by taking actual possession of the goods, or by giving notice of his claim to the carrier or other bailee or custodier in whose possession the goods are. Such notice may be given either to the person in actual possession of the goods or to his principal. In the latter case the notice to be effectual must be given at such time and under such circumstances that the principal, by the exercise of reasonable diligence, may communicate it to his servant or agent in time to prevent a delivery to the buyer.

(2) When notice of stoppage *in transitu* is given by the seller to the carrier, or other bailee or custodier in possession of the goods, he must re-deliver the goods to, or according to the directions of, the seller. The expenses of such redelivery must be borne by the seller.

#### *Re-sale by Buyer or Seller.*

Effect of  
sub-sale or  
pledge by buyer.

46 Subject to the provisions of this Ordinance, the unpaid seller's right or lien or retention or stoppage *in transitu* is not affected by any sale or other disposition of the goods which the buyer may have made, unless the seller has assented thereto.

Provided that where a document of title to goods has been lawfully transferred to any person as buyer or owner of the goods, and that person transfers the document to a person who takes the document in good faith and for valuable consideration, then, if such last-mentioned transfer was by way of sale, the unpaid seller's right of lien or retention or stoppage *in transitu* is defeated, and if such last-mentioned transfer was by way of pledge or other disposition for value, the unpaid seller's right of lien or retention or stoppage *in transitu* can only be exercised subject to the rights of the transferee.

Sale not  
generally  
rescinded by  
lien or stoppage  
*in transitu*.

47 (1) Subject to the provisions of this section, a contract of sale is not rescinded by the mere exercise by an unpaid seller of his right of lien or retention or stoppage *in transitu*.

(2) Where an unpaid seller who has exercised his right of lien or retention or stoppage *in transitu* re-sells the goods, the buyer acquires a good title thereto as against the original buyer.

(3) Where the goods are of a perishable nature, or where the unpaid seller gives notice to the buyer of his intention to re-sell, and the buyer does not within a reasonable time pay or tender the price, the unpaid seller may re-sell the goods and recover from the original buyer damages for any loss occasioned by his breach of contract.

(4) Where the seller expressly reserves a right of re-sale in case the buyer should make default, and on the buyer making default re-sells the goods, the original contract of sale is thereby rescinded, but without prejudice to any claim the seller may have for damages.

## PART V.

## ACTIONS FOR BREACH OF THE CONTRACT.

*Remedies of the Seller.*

Action for price.

48 (1) Where, under a contract of sale, the property in the goods has passed to the buyer, and the buyer wrongfully neglects or refuses to pay for the goods according to the terms of the contract, the seller may maintain an action against him for the price of the goods.

(2) Where, under a contract of sale, the price is payable on a day certain irrespective of delivery, and the buyer wrongfully neglects or refuses to pay such price, the seller may maintain an action for the price, although the property in the goods has not passed, and the goods have not been appropriated to the contract.

Damages for non-acceptance.

49 (1) Where the buyer wrongfully neglects or refuses to accept and pay for the goods, the seller may maintain an action against him for damages for non-acceptance.

(2) The measure of damages is the estimated loss directly and naturally resulting, in the ordinary course of events, from the buyer's breach of contract.

(3) Where there is an available market for the goods in question the measure of damages is *prima facie* to be ascertained by the difference between the contract price and the market or current price at the time or times when the goods ought to have been accepted, or, if no time was fixed for acceptance, then at the time of the refusal to accept.

*Remedies of the Buyer.*

Damages for non-delivery.

50 (1) Where the seller wrongfully neglects or refuses to deliver the goods to the buyer, the buyer may maintain an action against the seller for damages for non-delivery.

(2) The measure of damages is the estimated loss directly and naturally resulting, in the ordinary course of events, from the seller's breach of contract.

(3) Where there is an available market for the goods in question, the measure of damages is *prima facie* to be ascertained by the difference between the contract price and the market or current price of the goods at the time or times when they ought to have been delivered, or, if no time was fixed, then at the time of the refusal to deliver.

Specific performance.

51 In any action for breach of contract to deliver specific or ascertained goods the court may, if it thinks fit, on the application of the plaintiff, by its judgment or decree direct that the contract shall be performed specifically, without giving the defendant the option of retaining the goods on payment of damages. The judgment or decree may be unconditional, or upon such terms and conditions as to damages, payment of the price, and otherwise, as to the court may seem just. And the application by the plaintiff may be made at any time before judgment or decree.

Remedy for breach of warranty.

52 (1) Where there is a breach of warranty by the seller, or where the buyer elects, or is compelled, to treat any breach of a condition on the part of the seller as a breach of warranty, the buyer is not by reason only of such breach of warranty entitled to reject the goods; but he may—

(a) Set up against the seller the breach of warranty in diminution or extinction of the price; or

(b) Maintain an action against the seller for damages for the breach of warranty.

(2) The measure of damages for breach of warranty is the estimated loss directly and naturally resulting, in the ordinary course of events, from the breach of warranty.

(3) In the case of breach of warranty of quality such loss is *primá facie* the difference between the value of the goods at the time of delivery to the buyer and the value they would have had if they had answered to the warranty.

(4) The fact that the buyer has set up the breach of warranty in diminution or extinction of the price does not prevent him from maintaining an action for the same breach of warranty if he has suffered further damage.

Interest and special damages.

53 Nothing in this Ordinance shall affect the right of the buyer or the seller to recover interest or special damages in any case where by law interest or special damages may be recoverable, or to recover money paid where the consideration for the payment of it has failed.

#### PART VI.

##### *Supplementary.*

Exclusion of implied terms and conditions.

54 Where any right, duty, or liability would arise under a contract of sale by implication of law, it may be negatived or varied by express agreement or by the course of dealing between the parties, or by usage, if the usage be such as to bind both parties to the contract.

Reasonable time a question of fact.

55 Where by this Ordinance any reference is made to a reasonable time, the question what is a reasonable time is a question of fact.

Rights, &c., enforceable by action.

56 Where any right, duty, or liability is declared by this Ordinance, it may, unless otherwise by this Ordinance provided, be enforced by action.

Auction sales.

57 In the case of a sale by auction—

(1) Where goods are put up for sale by auction in lots, each lot is *primá facie* deemed to be the subject of a separate contract of sale.

(2) A sale by auction is complete when the auctioneer announces its completion by the fall of the hammer or in other customary manner. Until such announcement is made any bidder may retract his bid.

(3) Where a sale by auction is not notified to be subject to a right to bid on behalf of the seller, it shall not be lawful for the seller to bid himself or to employ any person to bid at such sale, or for the auctioneer knowingly to take any bid from the seller or any such person. Any sale contravening this rule may be treated as fraudulent by the buyer.

(4) A sale by auction may be notified to be subject to a reserved or upset price, and a right to bid may also be reserved expressly by or on behalf of the seller.

Where a right to bid is expressly reserved, but not otherwise, the seller, or any one person on his behalf, may bid at the auction.

Repeal.

58 Sub-section 3 of section 25 of the Ordinance No. 7 of 1840 is hereby repealed: Provided that such repeal shall not affect anything done or suffered, or any right, title, or interest acquired or accrued before the commencement of this Ordinance or any legal proceeding or remedy in respect of any such thing, right, title, or interest.

Savings.

59 (1) The rules in insolvency relating to contracts of sale shall continue to apply thereto, notwithstanding anything in this Ordinance contained.

(2) The rules of the English law, including the law merchant, save in so far as they are inconsistent with the express provisions of this Ordinance, and in particular the rules relating to the law of principal and agent and the effect of fraud, misrepresentation, duress, or coercion, mistake, or other invalidating cause, shall apply to contracts for the sale of goods.

(3) The provisions of this Ordinance relating to contracts of sale do not apply to any transaction in the form of a contract of sale which is intended to operate by way of mortgage, pledge, charge, or other security.

(4) Nothing in this Ordinance shall prejudice or affect the landlord's right of hypothec or lien for rent.

Interpretation of terms.

60 In this Ordinance, unless the context or subject-matter otherwise requires—

“Action” includes claim in reconvention.

“Buyer” means a person who buys or agrees to buy goods.

“Contract of sale” includes an agreement to sell as well as a sale.

“Delivery” means voluntary transfer of possession from one person to another.

“Document of title to goods” includes any bill of lading, dock warrant, warehouse-keeper's certificate, and warrant or order for the delivery of goods, and any other document used in the ordinary course of business as proof of the possession or control of goods, or authorizing or purporting to authorize, either by endorsement or by delivery, the possessor of the document, to transfer or receive goods thereby represented.

“Factors Act” means the Act of the Imperial Parliament, 52 and 53, Vict. cap. 45.

“Fault” means wrongful act or default.

“Future goods” means goods to be manufactured or acquired by the seller after the making of the contract of sale.

“Goods” includes all movables except moneys. The term includes growing crops and things attached to or forming part of the land which are agreed to be severed before sale or under the contract of sale.

“Lien” includes the right of detention.

“Plaintiff” includes the defendant claiming in reconvention.

“Property” means the general property in goods and not merely a special property.

“Quality of goods” includes their state or condition.

“Sale” includes a bargain and sale, as well as a sale and delivery.

“Seller” means a person who sells or agrees to sell goods.

“Specific goods” mean goods identified and agreed upon at the time a contract of sale is made.

“Warranty” means an agreement with reference to goods which are the subject of a contract of sale, but collateral to the main purpose of such contract, the breach of which gives rise to a claim for damages, but not a right to reject the goods and treat the contract as repudiated.

(2) A thing is deemed to be done “in good faith” within the meaning of this Ordinance when it is in fact done honestly, whether it be done negligently or not.

(3) A person is deemed to be insolvent within the meaning of this Ordinance, who either has ceased to pay his debts in the ordinary course of business, or cannot pay his debts as they become due, whether he has committed an act of insolvency or not, and whether he has become an insolvent or not.

(4) Goods are in a “deliverable state” within the meaning of this Ordinance when they are in such a state that the buyer would under the contract be bound to take delivery of them.

Commencement.

61 This Ordinance shall come into operation on the day of 189 .

Short title.

62 This Ordinance may be cited as “The Sale of Goods Ordinance, 189 .”

By His Excellency the Governor's command,

Colonial Secretary's Office,  
Colombo, July 8, 1896.

W. T. TAYLOR,  
Acting Colonial Secretary.

## LIST OF JURORS.

LIST of Persons in the District of Kegalla qualified to serve as Jurors and Assessors, under the provisions of the Ordinance No. 3 of 1883, for the year 1896.

## SPECIAL JURORS.

Alison, G Lloyd, planter, Vincit	Veyangoda	Kingsford, A C, planter, Troy	Veyangoda
Blackett, W S, planter, Pen-y-lan	Dolosbage	Lindsay, J B, planter, Kitulgala	Kitulgala
Bontor, P, planter, Diklanda	Dehiowita	Mitchell, W, planter, Degalessa	Yatiantota
Crowther, T W B, planter, Kellie Group	Dolosbage	Reid, D, planter, Dedugala	Dolosbage
Dawkin, R M, planter, Kanangama	Dehiowita	Roe, A H, planter, Mudamana No. 1	Kitulgala
Drummond, J, planter, Gangwarily	Dolosbage	Senewiratne, J C H, shroff muhandiram, kachcheri	Kegalla
Fairweather, D, planter, Yatideriya	Kegalla	Smith, W J, planter, Ganepalla	Yatiantota
Fairweather, J R, planter, Yatideriya	do	Stuart, L, planter, Ingurugalla	Aranayaka
Hayes, H A, planter, Ernan	Dehiowita	Watt, A, planter, Edurapola	Yatiantota
Hickey, W R G, planter, Polatagama	Yatiantota	Wetherall, E J, planter, Hemingford	Avisawella
		Wright, F J, planter, Levant	Yatiantota

## ENGLISH-SPEAKING JURORS.

Alison, G Lloyd, planter, Vincit	Veyangoda	Lindsay, J B, planter, Kitulgala	Kitulgala
Blackett, W S, planter, Pen-y-lan	Dolosbage	Mitchell, W, planter, Degalessa	Yatiantota
Bontor, P, planter, Diklanda	Dehiowita	Murray, W, jr, planter, Udagoda	Kegalla
Brabazon, F H, planter, Lyndhurst	do	Patterson, J S, planter, Weywatalawa	Yatiantota
Coles, J B, planter, Indurana	Ruwanwella	Reid, D, planter, Dedugala	Dolosbage
Crowther, T W B, planter, Kellie Group	Dolosbage	Roch, G B, planter, Kelvin	do
Daniel, J H, planter, Knavasmire	Ruwanwella	Roe, A H, planter, Mudamana No. 1	Kitulgala
Dawkin, R M, planter, Kanangama	Dehiowita	Senewiratna, J C H, shroff muhandiram, kachcheri	Kegalla
Drummond, J, planter, Gangwarily	Dolosbage	Sewart, E H, planter, Woodend	Dehiowita
Duncan, J, planter, Nahalma	Dehiowita	Smith, W J, planter, Ganepalla	Yatiantota
Fairweather, D, planter, Yatideriya	Kegalla	Smythe, E, planter, Mahalia	Veyangoda
Fairweather, J R, planter, Yatideriya	do	Steward, R O, planter, Debegama	Dehiowita
Ferguson, J C, planter, Sunnycroft	Dehiowita	Stuart, L, planter, Ingurugalla	Aranayaka
Fraser, R A, planter, Waharaka	Kegalla	Taylor, W M, planter, Mipitikanda	Yatiantota
Gamble, J W, planter, Halgolla	Yatiantota	Urquhart, J M, planter, Havilland	Dolosbage
Golledge, G A, planter, Ettie	Kegalla	Watt, A, planter, Edurapola	Yatiantota
Grigson, E T, planter, Densworth	Dehiowita	Weir, J C, planter, Amlakanda	Aranayaka
Hayes, H A, planter, Ernan	do	Wetherall, E J, planter, Hemingford	Avisawella
Hickey, W R G, planter, Polatagama	Yatiantota	Wright, F J, planter, Lavant	Yatiantota
Hudson, T, planter, Udabage	do	Wyness, A H, planter, Wereagalla	do
Hunter, J A, planter, Stinsford	Veyangoda	Young, C H, planter, Parussella	do
Kingsford, A C, planter, Troy	do		
LaBrooy, E C, head clerk, kachcheri	Kegalla		

## SINHALESE-SPEAKING JURORS.

Algama, J P, planter	Dehiowita	Appuhami, Punahelage, landed proprietor	Yatiantota
Appu Vedarala, Galketiya, landed proprietor	Uduwa	Appuhami, Siriwardana Padidoramudiyansele, gan-arachchi	Burunawa
Appuhami, Arachchillage, landed proprietor	Kumbukgama	Appuhami, Vidanalage, landed proprietor	Hapudeniya
Appuhami, Arachchillage, gan-arachchi	Pinnagodakanda	Appuhami, Weragoda-arachchillage, landed proprietor	Walgampota
Appuhami, Hatnapitiya Gamarallage, landed proprietor	Imbulpitiya	Appuhami, Wirasekara-arachchillage, landed proprietor	Gondewala
Appuhami, Kadadora Wijekon Mudiyansele, landed proprietor	Pattagama	Banda, Biyagamatenannehelage, landed proprietor	Kukulpone
Appuhami, Kankani Gamarallage, landed proprietor	Imbulana	Banda, Ranasinhamudiyansele, Uдахawalanwe, landed proprietor	Dedugala
Appuhami, Karunanayaka Mudiyansele, gan-arachchi	Akwatta	Cornelis Appuhami, Polwattekorallage, landed proprietor	Muruttettuwa
Appuhami, Karunanayaka Tennehelage, landed proprietor	Kohombadeniya	Davit Sinno, Wirasuriya-arachchige, landed proprietor	Gomanduwa
Appuhami, Kasturi Arachchillage, landed proprietor	Dedigama	De Silva, Lindamulage Solomon, planter	Yatiantota
Appuhami, Kulatungamudiyansele, gan-arachchi	Mangedara	Dingiri, Appuhami, Gallatalage, gan-arachchi	Boruggomuwa
Appuhami, Patirannehelage, landed proprietor	Asgangula		



Dingiri Appuhami, Hettimudiyanselage, ex gan-arachchi	Rabbidigala	Pinchiappuhami, Vedaralage, velvidane	Mahapalleḡama
Dingiri Banda, Dasanayakamudiyanselage, gan-arachchi	Dumbuluwawaka	Pinhami, Kumarage, landed proprietor	Dombepola
Dingiri Banda, Wijemannamudiyanselage, landed proprietor	Atulgama	Podisino, Kulasuriya-arachchige, landed proprietor	Welihelatenna
Dingirimahatmaya, Kulatunge Wijekonmudiyanselage, landed proprietor	Doranuwa	Punchappuhami, Rajapassamudiyanselage, ex gan-arachchi	Algama
Ekanayaka, P P Amarasekara, landed proprietor	Tambugala	Punchiappuhami Vedarala, Arachchilage, landed proprietor	Madagammana
Fernando, Mututantrige Aron, merchant	Magammana	Punchiappuhami, Gallatralage, gan-arachchi	Mahapalleḡama
Fernando, W P, merchant	Kegalla	Punchiappuhami, Ratnayaka Adikari Tenannehelage, gan-arachchi	Alpitiya
Hami, Ramanadamudiyanselage, landed proprietor	Udanwita	Punchiappuhami, Paliskaramudiyanselage, landed proprietor	Yatiantota
Kalubanda, Chandrasekaramudiyanselage, registrar	Ilipangomuwa	Punchibanda, Chandrasekaramudiyanselage, landed proprietor	Ganegoda
Kaluhami, Gamaralage, landed proprietor	Narangoda	Punchibanda, Dasanayakamudiyanselage, landed proprietor	Bambaragama
Kiribanda, Mohottalage, landed proprietor	Pinnagodakanda	Punchibanda, Rajakaruna Wanigasekaramudiyanselage, landed proprietor	Dedigama
KiriBanda, Samarakonmudiyanselage gan-arachchi	Kongoda	Punchimahatmaya, Arachchilage, landed proprietor	Madagammana
Lokuappuhami, Yapapatirannehelage, landed proprietor	Deraniyagala	Punchinilame, Jayasinhamudiyanselage, gan-arachchi	Aruppola
Martenis Appu, Galataragamalekamage, merchant	Daigala	Punchirala, Atukoralage, vel-vidane	Buruunawa
Menikrala, Kapuwellegalladdalage, landed proprietor	Napawala	Punchirala, Kahagalle Gallatralage, gan-arachchi	Narandeniya
Menikrala, Mudiyanselage, landed proprietor	Udugama	Punchirala, Mapahamilage Pahalagedara, landed proprietor	Dedigama
Mituruhami Vedarala, Kandearachchilage, landed proprietor	Walgampota	Punchirala, Rajapassa Lekamalage, ex gan-arachchi	Tambugala
Mohottihami, Ganiharachchilage, landed proprietor	Talangomuwa	Punchirala, Weragoda-arachchilage, landed proprietor	Basnagoda
Mudalihami, Idirisurimudiyanselage, landed proprietor	Handagama	Punchirala, Witaramalage, landed proprietor	Doranuwa
Mudalihami, Kumaragamage, landed proprietor	Yatiantota	Silva, P D Araneris, planter	Yatiantota
Mudalihami, Jayasinha-arachchilage, landed proprietor	Kobagomuwa	Siyatu, Disanayaka Wannakuralage, landed proprietor	Karahampitigoda
Mudalihami, Vidanalage, landed proprietor	Weragoda	Siyatu, Udugala Palihenaralage, landed proprietor	Manikkawa
Mudalihami, Wirakonmudiyanselage, landed proprietor	Udugala	Siyatuhami, Heneka Tenannehelage, landed proprietor	Imbulgala
Mudiyanse, Edirisinhamudiyanselage, landed proprietor	Amitirigala	Subandiyar Bandara, Kulatunga Wijekonmudiyanselage, landed proprietor	Mapitigama
Mudiyanse, Heratmudiyanselage, registrar	Punalela	Tikiri Banda, Ketakumbura, korala	Kossinna
Mudiyanse, Wikkramasinhamudiyanselage, gan-arachchi	Kukulpone	Tikiri Banda, Dahanekamudiyanselage, landed proprietor	Udabeddawala
Mudiyanse, Yapamudiyanselage, landed proprietor	Udabeddawala	Tikiri Banda, Mideniye, gan-arachchi	Parape
Perera, K A, head overseer	Kegalla	Tikiri Banda, Mideniye, do	Kumbalgama
Perera, Hiraluarachchige Jakowis, merchant	Atulgama	Tikiri Banda, Samarasinha Heratmudiyanselage, gan-arachchi	Makure
Perera, Kadugoda-arachchige John, merchant	Dehiowita	Tikiri Banda, Walauwe, ex president	Walagama
Perera, S G, notary public	Kegalla	Ukku Banda, Wijesekara Wikkramasinhaduggannaralage, landed proprietor	Tolangomuwa
Peries, Beminihenedige Cornelis, merchant	Ruwanwella	Ukkuhami, Vidanalage, landed proprietor	Udabage
Peries, Joseph, merchant, Glenalla boutique	Rangalla	Ungurala, Wirasinha Kasturimudiyanselage, registrar	Beruwala
Pinchi Appuhami, Lekamalage, gan-arachchi	Ihalakalugala	Wijehami, Heneka-achchilage, landed proprietor	Narandeniya

## TAMIL-SPEAKING JURORS.

Carim, Abdul, Miskin Pulawar, landed proprietor	Yatanwala	Lebbe, Ahamadu, Bawa Tambi, constable, trader	Mangedara
Chetty, Annamale, A P R V R, trader	Kegalla	Lebbe, Madar, Asan Lebbe, trader	Kannattota
Chetty, Adaramale, A I A L, do	do	Lebbe, Marikkar, Kolanda Marikkar, trader	Dehiowita
Chetty, Kannappa, A P R V R, do	do	Lebbe, Muhammadu Yusubu, Seku	Mawanella
Chetty, Muttiah, A P R V R, do	do	Abdul Kadar Lebbe, trader	Asgangula
Chetty, Nalla Tambi, N N, do	Hettimulla	Lebbe, Muhammadu, Kuppa Tambi	Mangedara
Chetty, Tenappa, R M L, do	Kegalla	Lebbe, trader	
Lebbe, Ahamadu, Adam Lebbe, do	Napawala	Lebbe, Muhammadu, Kolanda Marikkar, trader	
Lebbe, Abdul Rahiman, Isa Lebbe, trader	Dummaladeniya		

Lebbe, Omaru, Ahamadu Lebbe, Wayiddiyaratna Mudiyansele, landed proprietor	Uyanwatta	Marikkar, Hadji, Ana, trader	Weligamuwa
Lebbe, Omaru, Isibu Lebbe, landed proprietor	Mawanella	Marikkar, Kasi Lebbe, Tana, con- tractor	Kegalla
Lebbe, Sinna, Semira Lebbe, trader	Kannattota	Marikkar, Mamina Lebbe, Neina Lebbe, Muhandiram, landed pro- prietor	Yatanwala
Lebbe, Slema, Bawa Lebbe, do	do	Marikkar, Sinna Lebbe, Sultan Lebbe Marikkar, gan-arachchi	Madulubowa
Lebbe, Yusubu, Uduma Lebbe, do	Godawela	Marikkar, Wappu, Bawa Lebbe, Vedarala, trader	Mattamagoda
Lebbe, Yumes, Hamidu Lebbe, do	Mangedara	Midin, Kachchi, Pina, trader	Kitulgala
Madarsa, Nawanna, do	Yatiantota	Muhammadu, Sena, Nawanna, trader	Yatiantota
Marikkar, Awula, Mamina Lebbe, do	Yatanwala	Yunus, Ahamat Ibbunu, ex peace officer	Wedigama
Marikkar, Amala, Slema Lebbe do	Hingula		
Marikkar, Awula, Pakir Tambi Lebbe, trader	Ganetenna		

Deputy Fiscal's Office,  
Kegalla, January 27, 1896.

W. E. DAVIDSON,  
Deputy Fiscal.

## NOTICES IN TESTAMENTARY ACTIONS.

In the District Court of Colombo.

*Order Nisi.*

Testamentary  
Jurisdiction.  
No. C/732.

In the Matter of the Goods and  
Chattels of the late Dikirikewage  
Abilinu Annavi, of Bopitiya, in  
the Ragam pattu of Alutkuru  
korale, deceased.

THIS matter coming on for disposal before D. F. Browne, Esq., District Judge of Colombo, on the 19th day of March, 1896, in the presence of W. P. Ranasinghe, on the part of the petitioner Dikirikewage Don Davith Appuhami, of Bopitiya, in the Ragam pattu of Alutkuru korale; and the affidavit of the said Dikirikewage Don Davith Appuhami, dated 12th March, 1896, having been read: It is ordered that the said Dikirikewage Don Davith Appuhami be and he is hereby declared entitled to have letters of administration to the estate of Dikirikewage Abilinu Annavi, deceased, issued to him as son of the said deceased, unless the respondents 1, Dikirikewage Don Marsel; 2, Dikirikewage Dona Barbara; 3, Dikirikewage Don Gabriel; 4, Dikirikewage Dona Christina; 5, Dikirikewage Dona Ana; and 6, Dikirikewage Don Joseph, all of Bopitiya, in the Ragam pattu of Alutkuru korale, shall, on or before the 16th day of July, 1896, show sufficient cause to the satisfaction of this court to the contrary.

D. F. BROWNE,  
District Judge.

The 19th day of March, 1896.

In the District Court of Colombo.

*Order Nisi.*

Testamentary  
Jurisdiction.  
No. C/752.

In the Matter of the Estate of Mala-  
malage Don Cornelis, of Kollupitiya,  
in Colombo, deceased.

THIS matter coming on for disposal before D. F. Browne, Esq., District Judge of Colombo, on the 21st day of May, 1896, in the presence of John Caderamen, Proctor, on the part of the petitioner Elizabeth Don, of Green street, in Colombo; and the affidavit of the said Elizabeth Don, dated 5th May, 1896, having been read: It is ordered that the said Elizabeth Don be and she is hereby declared entitled to have letters of administration to the estate of Malamalage Don Cornelis, deceased, issued to her, as widow of the said deceased, unless the respondents—1, Charles Edward Don; and 2, Louisa Don, both of Green street in Colombo—shall, on or before the 25th day of June, 1896, show sufficient cause to the satisfaction of this court to the contrary.

D. F. BROWNE,  
District Judge.

The 21st day of May, 1896.

The *Order Nisi* is extended to the 23rd day of July, 1896, and it is ordered that unless the said respondents shall, on or before that day, show cause, the said petitioner will be declared entitled to have letters of administration to the estate of the said deceased issued to her as widow of the said deceased.

25th June, 1896.

D. F. BROWNE,  
District Judge.

In the District Court of Colombo.

*Order Nisi.*

Testamentary  
Jurisdiction.  
No. C/760.

In the Matter of the Last Will and  
Testament of the Rev. John  
Peckleton Power, late of the  
Rectory, Goadby, Marwood, in the  
County of Leicester, England,  
deceased.

THIS matter coming on for disposal before D. F. Browne, Esq., District Judge of Colombo, on the 11th day of June, 1896, in the presence of E. R. Williams, for Julius & Creasy, Proctors, on the part of the petitioner, Frank Liesching, of Colombo; and the affidavit of the said Frank Liesching, dated 5th June, 1896, having been read:

It is ordered that the will of the Rev. John Peckleton Power, deceased, dated 30th September, 1885, and ex-emplication of probate thereof is now deposited in this court, be and the same is hereby declared proved.

It is further declared that the said Frank Liesching is the attorney of George Gregory Tremlett and Henry Longueville Graham, the executors named in the said will, and that as such he is entitled to have letters of administration, with the said will annexed, issued to him, unless any person shall, on or before the 16th day of July, 1896, show sufficient cause to the satisfaction of this court to the contrary.

The 11th day of June, 1896.

D. F. BROWNE,  
District Judge.

In the District Court of Colombo.

*Order Nisi.*

Testamentary  
Jurisdiction.  
No. C/769.

In the Matter of the Estate and Effects  
of Amsa Umma, deceased.

THIS matter coming on for disposal before D. F. Browne, Esq., District Judge of Colombo, on the 2nd day of July, 1896, in the presence of P. Coomaraswamy, Proctor, on the part of the petitioner Sinue Lebbe Aydroos Lebbe Markar, of No. 48, Dematagoda road in Colombo; and the affidavits of Meera Lebbe Hadjee

Ahamado Lebbe and of the said Sinne Lebbe Aydroos Lebbe Markar, dated 1st July, 1896, having been read :

It is ordered that the said Sinne Lebbe Aydroos Lebbe Markar be and he is hereby declared entitled to have letters of administration to the estate of Amsa Umma, deceased, issued to him, as the husband of the said deceased, unless the respondents—1, Madana Markar Hadjar Casim Lebbe Markar, of Layard's Broadway ; 2, Moradu Cadoo, wife of Aboobacker Lebbe Uduma Lebbe Markar, of Hulftsdorp ; 3, Madana Markar Hadjar Mohamado Lebbe, of Messenger street ; 4, Mohamado Lebbe Hadjar Sinne Lebbe Markar Hadjar, of Hulftsdorp ; 5, Rahila Umma ; and 6, Patu Umma—shall, on or before the 23rd day of July, 1896, show sufficient cause to the satisfaction of this court to the contrary.

D. F. BROWNE,  
District Judge.

The 2nd day of July, 1896.

In the District Court of Kandy.

*Order Nisi.*

Testamentary } In the Matter of the Estate of Veana  
Jurisdiction. } Rana Sinna Carpen Chetty, of Wee-  
Class I. } rasagarapuram in India, deceased.  
No. 1,938. }

Seyna Rawanna Mana Pana Lana Palaniappa  
Chetty, of Gampola..... Petitioner.

And

V. R. Carpen Chetty, of Weerasagarapuram  
in Madura, India ..... Respondent.

THIS matter coming on for disposal before John Henricus de Saram, Esq., District Judge of Kandy, on the 18th day of May, 1896, in the presence of Mr. J. D. Jonklaas, Proctor, on the part of the petitioner Seyna Rawanna Mana Pana Lana Palaniappa Chetty ; and the affidavit of the said petitioner, dated the 13th day of May, 1896, having been read :

It is declared that the said Seyna Rawanna Mana Pana Lana Palaniappa Chetty, of Gampola, is entitled to have letters of administration to the estate of Veana Rana Sinna Carpen Chetty, deceased, issued to him as the attorney of Vellachi, the widow of the said deceased, unless the respondent above-named shall show sufficient cause to the satisfaction of this court to the contrary within thirty days from date of service of notice hereof.

J. H. DE SARAM,  
District Judge.

The 18th day of May, 1896.

In the District Court of Jaffna.

*Order Nisi.*

Testamentary } In the Matter of the Estate of the  
Jurisdiction. } late Kumarachami Aiyer Chomas-  
No. 774. } kandakkurukkal, of Navali, deceased.

Chomaskandakkurukkal Iramachamikkuruk-  
kal, of Navali.....Petitioner.

Vs.

1, Valliyammai Ammah, widow of Chomas-  
kandakkurukkal ; 2, Chomaskandakkuruk-  
kal Kumarachami Aiyer ; 3, Parupata Aiyer  
Vayiteespara Aiyer ; and 4, Chavintari  
Ammah ; 5, Valampihai Ammah, daughter  
of Chomaskandakkurukkal ; and 6, Annam-  
mah, daughter of Chomaskandakkurukkal,  
all of Navali (the 5th and 6th respondents  
are minors).....Respondents.

THIS matter of the petition of Chomaskandakkuruk-  
kal Iramachamikkurukkal, of Navali, praying for  
letters of administration to the estate of the above-named  
deceased, Kumarachami Aiyer Chomaskandakkurukkal,  
of Navali, coming on for disposal before H. H. Cameron,  
Esq., District Judge, on the 10th day of June, 1896,  
in the presence of Mr. S. F. G. Carpenter, Proctor, on the  
part of the petitioner ; and the affidavit of the petitioner,  
dated the 9th day of June, 1896, having been read, it is  
declared that the petitioner is a son and heir of the said

intestate, and is entitled to have letters of administration  
to the estate of the said intestate issued to him, unless  
the 1st, 2nd, 3rd, and 4th respondents or any other  
person shall, on or before the 13th day of July, 1896,  
show sufficient cause to the satisfaction of this court to  
the contrary.

H. HAY CAMERON,  
District Judge.

This 10th day of June, 1896.

In the District Court of Jaffna.

*Order Nisi.*

Testamentary } In the Matter of the Estate of the  
Jurisdiction. } late Nakamanier Arumukam, of  
Class II. } Velanai West, deceased.  
No. 776. }

Arumukam Nakalinkam, of Velanai West.....Petitioner.

Vs.

Chenkamalam, widow of Arumukam, of  
Velanai West.....Respondent.

THIS matter of the petition of Arumukam Nakalin-  
kam, of Velanai West, praying for letters of  
administration to the estate of the above-named deceased,  
Nakamanier Arumukam, of Velanai West, coming on for  
disposal before H. H. Cameron, Esq., District Judge, on  
the 18th day of June, 1896, in the presence of Messrs.  
Casipillai and Cathiravelu, Proctors, on the part of the  
petitioner ; and the affidavit of the petitioner, dated the  
18th day of June, 1896, having been read, it is declared  
that the petitioner is the sole heir 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 the  
15th day of July, 1896, show sufficient cause to the  
satisfaction of this court to contrary.

H. HAY CAMERON,  
District Judge.

This 18th day of June, 1896.

In the District Court of Gallé.

*Order Nisi.*

Testamentary } In the Matter of the Estate of the late  
Jurisdiction. } Pakkir Muhamadu Muhamadu Abdul  
No. 3,143. } Carim, deceased.

THIS matter coming on for disposal before F. J. de  
Livera, Esq., District Judge of Galle, on the 13th  
day of June, 1896, in the presence of Mr. Abeywardena,  
Proctor, on the part of the petitioner Mana Umma,  
widow of Pakkir Muhamadu Muhamadu Abdul Carim ;  
and the affidavit of the said Muhamadu Lebbe Sinna  
Lebbe Marcar, of Galupiadda, dated 25th day of March,  
1896, having been read :

It is ordered and declared that the said Mana Umma,  
widow of Pakkir Muhamadu Muhamadu Abdul Carim  
of Talapitiya, is widow of the said deceased, and that she  
is entitled to have letters of administration of the estate  
of the above-named deceased issued to her accordingly,  
unless the respondents—1, Pakkir Muhamadu Abdul  
Majidu, of Talapitiya ; 2, Pakkir Muhamadu Warusa  
Ibrahim, of Kaluwella—shall, on or before the 13th day  
of July, 1896, show sufficient cause to the satisfaction of  
this court to the contrary.

F. J. DE LIVERA,  
District Judge.

The 13th day of June, 1896.

In the District Court of Galle.

*Order Nisi.*

Testamentary } In the Matter of the Estate of the late  
Jurisdiction. } Munawira Kankanange Juwanis  
No. 3,151. } Appu, deceased, of Kumbalwela.

THIS matter coming on for disposal before F. J. de  
Livera, Esq., District Judge of Galle, on the 25th  
day of June, 1896, in the presence of Mr. Jayasekara,  
Proctor, on the part of the petitioner Bentota Patiranga

Carlina, of Kumbalwela; and the affidavit of the said Bentota Patiranage Carlina, of Kumbalwela, dated 17th day of June, 1896, having been read:

It is ordered and declared that the said Bentota Patiranage Carlina, of Kumbalwela, is widow of the above-named deceased, Munawira Kankanage Juwanis Appu, and that she is as such entitled to letters of administration of the estate of the said deceased issued to her accordingly, unless the respondent, Munawira Kankanage Juwanis Appu, of Kumbalwela, represented by his guardian Munawira Kankanage Isanhami, of Kumbalwela, shall, on or before the 24th day of July, 1896, show sufficient cause to the satisfaction of this court to the contrary.

F. J. DE LIVERA,  
District Judge.

The 25th day of June, 1896.

In the District Court of Galle.

*Order Nisi.*

Testamentary } In the Matter of the Estate of the late  
Jurisdiction. } Anthony Siman, deceased, of Karat-  
No. 3,152. } taduwa.

THIS matter coming on for disposal before F. J. de Livera, Esq., District Judge of Galle, on the 18th day of June, 1896, in the presence of Mr. W. E. Weerasooriya, Proctor, on the part of the petitioner Malliyawadu Enohamy, of Lewduwa; and the affidavit of the said Malliyawadu Enohamy, dated 16th day of June, 1896, having been read: It is ordered and declared that the said Malliyawadu Enohamy, of Lewduwa, is widow of the above-named deceased Anthony Siman, and that she is as such entitled to have letters of administration of the estate of the above-named Anthony Siman, deceased, unless the respondents—1, Wadutantri Udaris Hamy of Karattaduwa; 2, Anthony Punchy Hamy and her husband 3, Jasentu Patabendi Andris de Silva; 4, Anthony Silindina and her husband 5, Maduwe Gurusinha Bastian, all of Lewduwa in Batapola; 6, Anthony Kirihamy and her husband 7, Kaluatchi Simanhamy, both of Telwatta; 8, Anthony Elistina and her husband 9, Watudura Matheshamy, both of Meetiayagoda; 10, Anthony Kathohamy and her husband 11, Jasentu Nambu Podiappu, both of Ambalangoda; 12, Anthony Seneris Appu; 13, Anthony Podihamy; 14, Anthony Juwanis Appu, all of Lewduwa in Batapola, minors, represented by their guardian the third respondent—shall, on or before the 15th day of July, 1896, show sufficient cause to the satisfaction of this court to the contrary.

F. J. DE LIVERA,  
District Judge.

The 18th day of June, 1896.

In the District Court of Batticaloa.

*Order Nisi.*

Testamentary } In the Matter of the Last Will and  
Jurisdiction. } Testament of Kanapatippillai  
No. 281. } Nakamuttu, of Puthur in Batticaloa, deceased.

THIS matter coming on for disposal before Hugh Nevill, Esq., District Judge of Batticaloa, on the 22nd day of June, 1896, in the presence of Mr. P. J. G. Toussaint, Proctor, on the part of the petitioner Kanapatippillai Ampalavanar; and the affidavits of the petitioner Kanapatippillai Ampalavanar and Notary S. Veluppillai, dated respectively 12th June, 1896, having been read: It is ordered that the will of Kanapatippillai Nakamuttu, deceased, dated 9th May, 1896, and now deposited in this court, be and the same is hereby declared proved.

It is further declared that the said Kanapatippillai Ampalavanar is the executor named in the will, and that as such he is entitled to have probate, with a copy of the said will annexed, issued to him, unless any person shall, on or before the 17th day of July, 1896, show sufficient cause to the satisfaction of this court to the contrary.

H. NEVILL,  
District Judge.

June 22, 1896.

In the District Court of Kurunegala.

*Order Nisi.*

Testamentary } In the Matter of the Estate of the late  
Jurisdiction. } Pahamune Ratnayaka Mudiyanse-  
No. 555. } lage Mudiyanse, deceased, of Kaluhendiwela.

Ratnayaka Mudiyanse Dingiri Banda,  
of Kaluhendiwela ..... Petitioner.

Vs.

Ratnayaka Mudiyanse Utku Amma, of  
Kaluhendiwela ..... Respondent.

THIS matter coming on for disposal before John Penry Lewis, Esq., Acting District Judge, on the 1st day of July, 1896, in the presence of Mr. Markus, Proctor, on the part of the petitioner; and the affidavit of Ratnayaka Mudiyanse Dingiri Banda, dated the 30th June, 1896, having been read:

It is ordered that the said Ratnayaka Mudiyanse Dingiri Banda, as son of the deceased intestate, is entitled to have letters of administration of the estate of the said Pahamune Mudiyanse issued to him accordingly, unless the above-named respondent shall, on or before the 6th day of August, 1896, show sufficient cause to the satisfaction of this court to the contrary.

J. P. LEWIS,  
District Judge.

The 1st day of July, 1896.

## NOTICES OF FISCALS' SALES.

### Western Province.

In the District Court of Colombo.

1, Amy Dias Bandaranaike; and 2, Walter Dias Bandaranaike, both of Colombo..... Plaintiffs.

Magalagey Carolis Perera Gunawardhana,  
Notary, of Dam street, in Colombo..... Defendant.

NOTICE is hereby given that on Monday, August 3, 1896, commencing at 11 o'clock in the forenoon, will be sold by public auction at the respective premises the following mortgaged property decreed to be sold by the decree entered in the above case, viz. :—

(1) All that allotment of land called Kahatagahawatta, marked lot No. 7, together with the lot No. 6 of the same, Kahatagahawatta, adjoining each other and now forming one property, together with the buildings standing thereon, situated in the village Diwulpitiya, in Palle pattu, Salpiti

korale; bounded on the north by land called Tappewatta now a portion of the same Kahatagahawatta given to the late Angage Janis Perera; on the east by high road; on the south by lot No. 5, the property of Magalagey Louisa Perera; and on the west by the land called Hanganawatta and Kahatagahawatta or Tappewatta, containing in extent 1 acre 37½ square perches.

(2) All that grass and cocoanut land called Ambagahawita, situated at Diwulpitiya aforesaid; bounded on the north by the property of Subawirage Appu or Adrian Dias and others, on the east by Hettiachchigey Gorakagahakumburaowita, on the south by the owita of Omattage Hendrick Perera, and now of Hettiachchigey Cornelis Perera, and on the west by the high road to Ratnapura, containing in extent 22 kurunies of paddy sowing

(3) All that grass and cocoanut land called Ambagahawatta, situated at Diwulpitiya aforesaid; bounded on the north by the property of Louisa Perera Gunawardhana Hamine, on the east by Subawirageowita and Hettiachchigey Gorakagahakumbura, on the south by

Hettiachchigey Madangahaowita, and on the west by the high road to Ratnapura, containing in extent two bushels of paddy sowing.

(4) All that portion of the land called Tappewatta or Kahatagahawatta, together with the buildings standing thereon, situated at Diwulpitiya aforesaid; bounded on the north by Nikanaidegewatta and Hendonaidegewatta, on the east by Kahatagahawatta and Nikanaidegewatta, on the south by Ilangahawatta, and on the west by Omattegewatta, containing in extent ground sufficient to plant 200 coconut plants.

(5) All that portion of land called Madangahaowita, situated at Diwulpitiya aforesaid; bounded on the north by Badahelagenaduowita, on the east by the road from Colombo to Ratnapura, on the south by the other portion of this land belonging to Hettiachchigey people, and on the west by Dawatagahawita or Hikgahaowita, containing in extent two bushels of paddy sowing.

(6) All that field called Watawalakumbura, situated at Diwulpitiya aforesaid; bounded on the north by Galhenegeowita, on the east by canal embankment, on the south and west by Ilawalhetaowita of Hettiachchigey family, containing in extent two bushels of paddy sowing.

(7) All that defined portion of the land called Ambagahaowita, together with the buildings standing thereon, situated at Diwulpitiya aforesaid; bounded on the north by the remaining  $\frac{2}{3}$  of this land, on the east and south by Subawiragekumbura and high road, and on the west also by the high road, containing in extent 1 rood and 2-80 square perches.

And on the same day, commencing at 3 o'clock in the afternoon, at the respective premises:—

(8) All that defined  $\frac{1}{2}$  part or share of the garden called Kahatagahawatta, situated at Boralesgomuwa, in Palle pattu, Salpiti korale; bounded on the north by Unagahaowita and now by Kahatagahawatta, the residence of Agonis Perera, on the east and south by the portions of Kahatagahawatta and now by Unagahaowita, and on the west by a portion of this garden and a garden of Galhenege Davith Alwis, containing in extent 2 roods and 19 perches.

(9) All that defined  $\frac{1}{2}$  part of the land called Kahatagahawatta, situated at Boralesgomuwa aforesaid; and bounded on the north by the garden of W. Herat Perera Appuhamy and others, now the property of Don Mendris Appuhamy, on the east by a portion of this garden, on the south by the garden of Galhenege Davith Alwis and now the property of W. Herat Perera Appuhamy and others, and on the west by the field of Galhenege Davith Alwis, containing in extent 1 rood and 15 perches.

Fiscal's Office, SOLOMON SENEVIRATNE,  
Colombo, July 8, 1896. Acting Deputy Fiscal.

### Central Province.

In the District Court of Kandy.

K. S. Packier, of Nawalapitiya.....Plaintiff.  
No. 10,608. Vs.  
P. W. E. Claessen, of Monarangala estate, Ulapana.....Defendant.

NOTICE is hereby given that on August 1, 1896, commencing at 12 o'clock noon, will be sold by public auction at the premises the following property of the defendant:—

1. The estate called Moragalawatta, of about 40 acres in extent; bounded on the east by Raja-ela, on the north by the dead stream of Epitakumburahena and Modaraendugala, on the south by Urulewattahena and Uda-deniyaela, on the west by cattle path and stone fence, together with everything thereon.

2. The chena called Magalpitiyahena, now a tea estate of about 15 acres in extent, on the east by Raja-ela, on the north by the imaniyara of Nagollahena, on the west by stone fence and Modaraendugala, on the south by the remaining portion of the same land, together with everything standing thereon, situate at Ulapana in Gangaihala korale of Udapalata.

Amount of writ, Rs. 627-50.

Fiscal's Office, C. S. VAUGHAN,  
Kandy, July 6, 1896. Fiscal.

### Southern Province.

In the District Court of Galle.

M. A. R. A. R. Arunasalam Chetty, of Galle ....Plaintiff.  
No. 3,860. Vs.  
1, Abdulla Cassim Ibrahim; 2, Mimun Natchia; 3, Abdulla Cassim Seusa, all of China Garden ..... Defendants.

NOTICE is hereby given that on Saturday, August 1, 1896, at 2.30 o'clock in the afternoon, will be sold by public auction at the spot the following property, viz.:—

All that part of the garden called Eramudugahawatta, together with a portion of the house standing thereon, situate at Galupiadda, property mortgaged by writing obligatory dated August 26, 1893, and declared bound and executable under the judgment entered in the above case.

This writ is issued to levy a sum of Rs. 14,398-02, with interest on Rs. 13,995 at 9 per cent. per annum from November 14, 1895.

Fiscal's Office, C. T. LEEMBRUGGEN,  
Galle, July 8, 1896. Deputy Fiscal.

### North-Western Province.

In the District Court of Colombo.

J. P. Abraham, of Grandpass in Colombo.....Plaintiff.  
No. 8,534. Vs.  
M. F. Jayasundera, of Mutwal, now of Land Registrar's Office of Negombo; executor of the last will and testament of Don David Perera, deceased.....Defendant.

NOTICE is hereby given that on Saturday, August 1, 1896, at 8 o'clock in the morning, will be sold by public auction at the premises the right, title, and interest of the said Don David Perera, deceased, in the following property, viz.:—

All that land called Welikelemukalana, situated in the village Godawita in Reko pattu korale of the Dambadeni hatpattu, about  $1\frac{1}{2}$  mile from the Potuhera railway station, per plan No. 329, lot No. 2,603, and bounded on the east by lot No. 2,603; taken by deceased from Government for planting purposes, south by properties of David Perera, west by the Crown lands, north by the property of Pinto Jayawardena; containing in extent 67 acres and 1 rood, and fully planted with coconuts.

Amount to be levied Rs. 3,025-10, with interest at 9 per cent. per annum from April 19, 1896, and poundage.

Fiscal's Office, N. S. CASSIM,  
Kurunegala, July 8, 1896. for Fiscal.

In the District Court of Kandy.

Don Julis Wijeyagunawardena, of Kandy .....Plaintiff.  
No. 10,331. Vs.  
D. F. Jayasundera, of the Land Registrar's Office, Negombo, executor of the last will and testament of Don David Perera, Vidane Arachchi, deceased ..... Defendant.

NOTICE is hereby given that on Saturday, August 1, 1896, at 9 o'clock in the morning, will be sold by public auction at the premises the following property, viz.:—

All that land called Welikelamukalana, with the buildings and plantations standing thereon appearing in preliminary plan 329 as lot No. 2,603; and bounded on the east by the remaining portion of lot No. 2,603, on the south by the property of Don David Perera, on the west by the land given by Government for planting purposes, and on the north by the property of Pinto Jayawardena; containing in extent 67 acres and 1 rood, situate at Godawita in Reko pattu korale of the Dambadeni hatpattu, in the District of Kurunegala; and declared liable to be sold in satisfaction of the decree entered in the above case.

Amount to be levied Rs. 4,278-79, with interest on Rs. 4,114-39 at 9 per cent. per annum from March 27, 1896, and poundage.

Fiscal's Office, N. S. CASSIM,  
Kurunegala, July 8, 1896. for Fiscal.

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## NOTICES OF INSOLVENCY.

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In the District Court of Colombo.

No. 1,833. In the matter of the insolvency of A. Suta Fernando, of Moratuwa.

**W**HEREAS the above-named A. Suta Fernando was on June 19, 1896, adjudged insolvent by the District Court of Colombo, and an order has been made by the said court placing the estate of the said insolvent under sequestration in the hands of the Fiscal: Notice thereof is hereby given to all concerned; and notice is also hereby

given that the said court has appointed that two public sittings of the court will be held, to wit, on July 30, 1896, and August 13, 1896, for the said insolvent to surrender and conform, and for such other proceedings in the said matter as may then be competent under the Ordinance No. 7 of 1853, intituled "An Ordinance for the due collection, administration, and distribution of Insolvent Estates."

By order of court,

J. B. MISSE,  
Secretary.

Colombo, July 1, 1896.