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and General Government Notifications.
PART II.—Legal and Judicial.

PART III.—Provincial Administration.
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Part II.—Legal and Judicial.

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PASSED ORDINANCES.

Ordinance enacted by the Governor of Ceylon, with the
advice and consent of the Legislative Council thereof.

No. 9 of 1896.

An Ordinance to amend “The Village Communities’ Ordinance,
1889.”

WEST RIDGEWAY.

Preamble.

WHEREAS it is expedient to amend in certain parti-
culars “The Village Communities’ Ordinance, 1889 :”
Be it therefore enacted by the Governor of Ceylon, by
and with the advice and consent of the Legislative Council
thereof, as follows :

This Ordinance
and No. 24 of
1889 to be read
together.

1 This Ordinance shall be read as one with the
Ordinance No. 24 of 1889, herein referred to as the principal
Ordinance, and may be cited for all purposes as “The
Village Communities’ Ordinance, 1896.”

Insertion of
section 26 (a).

2 After section 26 of the principal Ordinance the follow-
ing section shall be inserted and numbered 26 (a) :

Councillor
absenting
himself without
leave.

26 (a) Any person eligible to serve as a councillor who
shall be noticed in writing by the president to attend as a
councillor at the time and place specified in such notice, and
who without lawful excuse fails to attend as required by

such notice, or who having attended departs without having obtained the permission of the president, or fails to attend after an adjournment of the tribunal after being ordered to attend, shall be liable by order of the president to a fine not exceeding five rupees, and in default of payment of the fine to simple imprisonment not exceeding fourteen days.

Amendment of section 28.

3 To section 28 of the principal Ordinance the following sub-sections shall be added and numbered (5) and (6) respectively :

(5) Offences under the Ordinance No. 20 of 1886, intituled "An Ordinance to amend the Law relating to Vaccination."

(6) Offences under section 1 and breaches of by-laws made under section 5 of Ordinance No. 15 of 1862, intituled "An Ordinance for the better preservation of Public Health and the suppression of Nuisances."

Insertion of section 49 (a).

Village committees may try cases under Ordinance No. 9 of 1876 and impose full amount of damages and penalty.

4 After section 49 of the principal Ordinance the following section shall be inserted and numbered 49 (a) :

49 (a) It shall be competent for a village committee to take cognizance under the provisions of "The Cattle Trespass Ordinance, 1876," of any case of trespass by animals, and to award and impose the full amount of the damages, charges, and penalties payable under sections 7, 8, and 9 thereof or any of them, notwithstanding that such amount is otherwise beyond the jurisdiction of such village committee to award or impose.

Insertion of section 50 (a).

Process may be directed for service to any person.

5 After section 50 of the principal Ordinance the following section shall be inserted and numbered 50 (a) :

(1) Any summons or warrant issued by any president under the provisions of this Ordinance may be directed for service to any person or persons named therein, and such person or persons or any police officer may execute the same at any place in Ceylon.

Warrant how executed outside jurisdiction.

(2) When a warrant is to be executed outside the local limits of the jurisdiction of the village tribunal issuing the same, such tribunal may, instead of directing such warrant to any person, forward the same by post or otherwise to any village tribunal or police court within the local limits of the jurisdiction of which it is to be executed.

Endorsement of warrant.

(3) The president of the village tribunal or the magistrate of the police court to which the warrant is so forwarded shall endorse his name thereon, and, if practicable, cause it to be executed within the local limits of his jurisdiction.

Procedure on arrest.

(4) When a warrant is executed outside the local limits of the jurisdiction of the village tribunal by which it was issued, the person arrested shall be taken before the village tribunal or the police court within the local limits of the jurisdiction of which the arrest was made, and the president of such tribunal or the magistrate of such police court shall, if the person arrested appear to be the person intended by the tribunal which issued the warrant, direct his removal in custody to such last-mentioned tribunal, or if the offence be bailable, and the person arrested be ready and willing to give bail to the satisfaction of the president or magistrate before whom he shall have been brought, such last-mentioned president or magistrate shall take bail and forward the bond to the village tribunal which issued the warrant.

Passed in Council the Twenty-third day of November One thousand Eight hundred and Ninety-six.

J. J. THORBURN,
Acting Clerk to the Council.

Assented to by His Excellency the Governor the Twenty-sixth day of November, One thousand Eight hundred and Ninety-six.

W. T. TAYLOR,
Acting Colonial Secretary.

Ordinance enacted by the Governor of Ceylon, with the advice and consent of the Legislative Council thereof.

No. 10 of 1896.

An Ordinance to amend "The Marriage Registration Ordinance, 1895."

WEST RIDGEWAY.

Preamble.

WHEREAS it is expedient to amend the Ordinance No. 2 of 1895, intituled "An Ordinance to consolidate and amend the Laws relating to the registration of Marriages other than the Marriages of Kandyans and Mohammedans," hereinafter referred to as "the principal Ordinance," by repealing section 15 thereof: Be it therefore enacted by the Governor of Ceylon, by and with the advice and consent of the Legislative Council thereof, as follows:

Ordinance to be construed as one with Ordinance No. 2 of 1895.

1 This Ordinance and the principal Ordinance shall be construed and read as one Ordinance, and may be cited collectively as "The Marriage Registration Ordinances, 1895 and 1896."

Repealing clause.

2 Section 15 of the principal Ordinance is hereby repealed.

Passed in Council the Twenty-third day of November, One thousand Eight hundred and Ninety-six.

J. J. THORBURN,
Acting Clerk to the Council.

Assented to by His Excellency the Governor the Twenty-sixth day of November, One thousand Eight hundred and Ninety-six.

W. T. TAYLOR,
Acting Colonial Secretary.

Ordinance enacted by the Governor of Ceylon, with the
advice and consent of the Legislative Council thereof.

No. 11 of 1896.

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

WEST RIDGEWAY.

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 a 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 mean goods suitable to the condition in life of such 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 of payment.

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 of sale 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 Sample.

Sale by sample.

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 would 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 (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 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 retains 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 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 in force in the island, 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 under the order of a court of competent jurisdiction.

Sale under
voidable title.

22 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.

23 (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.

(2) Notwithstanding any enactment to the contrary, where goods have been obtained by fraud or other wrongful means not amounting to theft, 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.

24 (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.

25 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.

PART III.

Performance of the Contract.

Duties of seller
and buyer.

26 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.

27 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.

28 (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.

29 (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.

30 (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.

31 (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.

32 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.

33 (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.

34 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.

35 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.

36 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.

37 (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.

38 (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.

39 (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 for the buyer.

Part delivery.

40 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.

41 (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 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*.

42 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.

43 (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, 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.

(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 acknowledges to the buyer, or his agent, that he holds the goods on his behalf, and continues in possession of them as bailee 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 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 wrongfully refuses to deliver the goods to the buyer, or his agent in that behalf, the transit is deemed to be 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.

44 (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 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 in possession of the goods, he must re-deliver the goods to, or according to the directions of, the seller. The expenses of such re-delivery must be borne by the seller.

Re-sale by Buyer or Seller.

Effect of
sub-sale or
pledge by buyer.

45 Subject to the provisions of this Ordinance, the unpaid seller's right of 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.

46 (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.

47 (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.

48 (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.

49 (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.

50 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.

51 (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 *prima 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.

52 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.

53 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.

54 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.

55 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.

56 In the case of a sale by auction—

- (1) Where goods are put up for sale by auction in lots, each lot is *prima 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.

57 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.

58 (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.

59 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 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 Vic., 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” include 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 to 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.

60 This Ordinance shall come into operation on the First day of January, 1897.

Short title.

61 This Ordinance may be cited as “The Sale of Goods Ordinance, 1896.”

Passed in Council the Twenty-fifth day of November, One thousand Eight hundred and Ninety-six.

J. J. THORBURN,
Acting Clerk to the Council.

Assented to by His Excellency the Governor the First day of December, One thousand Eight hundred and Ninety-six.

W. T. TAYLOR,
Acting Colonial Secretary.

DRAFT ORDINANCES.**MINUTE.**

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

An Ordinance for making final provision for the Supplementary Contingent Charges for the year 1895.

Preamble.

WHEREAS by an Ordinance No. 15 of 1895 it was enacted that a sum of Rs. 1,202,525·16 should be charged upon the revenue of this island for the Supplementary Contingent Services of the year One thousand Eight hundred and Ninety-five, in addition to the sum of Rs. 14,004,646 provided by the Ordinance No. 16 of 1894: And whereas an expenditure of Rs. 116,207·15 was incurred and brought to account for the Contingent Services of the year 1895, for which provision is not made by the aforesaid Ordinances: It is enacted by the Governor of Ceylon, with the advice and consent of the Legislative Council thereof, as follows:

Rs. 116,207·15 charged upon the revenue of this island of the year 1895 for the final Supplementary Contingent Service of that year.

I That a sum not exceeding One hundred and sixteen thousand Two hundred and seven rupees and Fifteen cents shall be and the same is hereby charged upon the revenue of this island of the said year 1895, for the services hereinafter mentioned; the said expenditure being in conformity with the schedule hereunto annexed, whereof the following is an abstract:

	Rs.	c.
Pensions	82,810	77
Botanic Gardens	361	57
Exchange	28,134	81
Miscellaneous Services	4,592	24
Crown Agents	13	57
Public Works Recurrent	87	66
Public Works Extraordinary	206	53
Total ...	116,207	15

SCHEDULE.

	Rs.	c.	Rs.	c.
PENSIONS.				
Crown Agents, London	75,869	70		
Government and Agents in India	6,941	7		
			82,810	77
BOTANIC GARDENS.				
Other charges			361	57
EXCHANGE.				
Treasurer			28,134	81
MISCELLANEOUS SERVICES.				
Commissioner of Stamps	3,185	43		
Government and Agents in India	1,406	81		
			4,592	24
CROWN AGENTS.				
Personal emoluments			13	57
PUBLIC WORKS RECURRENT				
... ..			87	66
PUBLIC WORKS EXTRAORDINARY				
... ..			206	53
Total ...			116,207	15

By His Excellency the Governor's command,

W. T. TAYLOR,
Acting Colonial Secretary.

Colonial Secretary's Office,
Colombo, December 3, 1896.

NOTICES OF INSOLVENCY.

In the District Court of Colombo.

No. 1,841. In the matter of the insolvency of Frederick Alexander Poulter, of Bam-balapitiya.

WHEREAS the above-named Frederick Alexander Poulter was on December 3, 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 January 7 and 21, 1897, 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, December 8, 1896.

No. 1,837. In the matter of the Insolvency of Sellaperumagey Deonis Fernando, of Moratuwa.

NOTICE is hereby given that a meeting of creditors of the above-named insolvent will take place at

the sitting of the court on December 17, 1896, for the proof of further claims against the said insolvent estate

By order of court,
J. B. MISSE,
Secretary.
Colombo, December 3, 1896.

No. 1,762. In the matter of the insolvency of Alston, Scott & Co., of Colombo.

NOTICE is hereby given that a meeting of creditors of the above-named insolvents will take place at the sitting of the court on January 7 next, for the purpose of auditing the accounts of the assignee.

By order of court,
J. B. MISSE,
Secretary.
Colombo, December 3, 1896.

In the District Court of Kalutara.

No. 98. In the matter of the insolvency of Mutantrigeey Alfred Thomas Fernando, of Kalutara.

NOTICE is hereby given that a certificate of conformity as of the second class was granted by this court to the insolvent above-named at a public sitting of this court on the 7th instant.

By order of court,
JOHN G. L. VANDERSTRAATEN,
Secretary.
The 9th day of December, 1896.

NOTICES OF FISCALS' SALES.

Western Province.

In the District Court of Colombo.

Awana Meeyana Kana Runa Kailassan Chetty, of Kandy.....Substituted Plaintiff.
No. C/1,985. Vs.

1, R. Ferdinand; and 2, Ana Chena Mohamad Marikar, both of Kollupitiya in Colombo, presently of Beruwala.....Defendants.

NOTICE is hereby given that on Thursday, January 7, 1897, commencing at 3 o'clock in the afternoon, will be sold by public auction at the respective premises the right, title, and interest of the said second defendant in the following properties, viz. :—

The land and the buildings standing thereon bearing assessment No. 21A, situated at Barandeniya in Kollupitiya, Colombo; bounded on the north by the property of Anthony Fernando, on the east by the property of Meera Lebbe Samsy Lebbe, on the south by a footpath, and the property bearing No. 21, and on the west by the property of Pathuma Natchia and a footpath, containing in extent half an acre more or less.

The land and the buildings standing thereon, bearing assessment No. 21, situated at Barandeniya in Kollupitiya aforesaid; bounded on the north and east by the property bearing No. 21A, on the south by the property of Peiris Annavirala, and on the west by the property belonging

to the estate of Swaris, containing in extent 40 square perches more or less.

SOLOMON SENEVIRATNE,
Fiscal's Office, Deputy Fiscal.
Colombo, December 9, 1896.

In the District Court of Colombo.

Hewadewage Theodoris Fernando, of Regent street, Colombo.....Plaintiff.
No. C/6,420. Vs.

Kannie Tamby Sekana Lebbe Shaik Ali, of Hulftsdorp street in Colombo.....Defendant.

NOTICE is hereby given that on Tuesday, January 5, 1897, at 4 o'clock in the afternoon, will be sold by public auction at the premises the following property, mortgaged and decreed to be sold by the decree entered in the above case, viz. :—

An undivided half part of the three annexed pieces of ground and house (now bearing assessment Nos. 37 and 38), situated and lying on the road leading to Wolfendahl of Hulftsdorp, within the Municipality of Colombo; and bounded on the north by the other part of Mrs. Vanderstraaten's property, on the east by the road to Wolfendahl, on the south by the house of Louis Arachchi, and on the west by the garden of Peer Saibo, containing in extent 15.68 square perches.

SOLOMON SENEVIRATNE,
Fiscal's Office, Deputy Fiscal.
Colombo, December 9, 1896.

In the District Court of Colombo.

Vayna Rawana Mana Ramasamy Chetty, of
Sea street in Colombo.....Plaintiff.
No. C/6,186. Vs.
1, C. Tambyah, of the Cinnamon Gardens,
Colombo, and another.....Defendants.

NOTICE is hereby given that on Wednesday, January 6, 1897, at 3 o'clock in the afternoon, will be sold by public auction at the premises bearing No. 19, said to belong to the first defendant above-named and of C. Ramalingam, as administrator of the estate of the above-named first defendant, deceased, in and to the following property, viz. :—

All that house and premises bearing assessment No. 18, situated at Brassfounder street in Colombo; and bounded on the north by the property bearing No. 19, said to belong to Croos Pulle, on the east by Brassfounder street, on the south by the property bearing No. 17, and on the west by the property bearing No. 74, said to belong to Teverayan, containing in extent quarter of an acre more or less.

SOLOMON SENEVIRATNE,
Deputy Fiscal.
Fiscal's Office,
Colombo, December 9, 1896.

In the District Court of Negombo.

Kana Nana Awena Weena Arunasalam Chetty...Plaintiff.
No. 2,755. Vs.
George Henry de Zoysa Defendant.

NOTICE is hereby given that on January 5, 1897, commencing at 11 o'clock in the forenoon, will be sold by public auction at the premises the right, title, and interest of the said defendant in the following property, viz. :—

All that garden called Siyambalagahawatta, with all the buildings and plantations standing thereon, situate at the first division of Udayatoppu, within the gravets of Negombo, which garden is bounded on the north by the Main street, on the east by the garden of Mr. George Henry Mendis Samarasekara Wijesinha and others, on the south by the garden of Francisco Mendis Appuhami, now belonging to Mr. John de Silva Wijegunaratna Samaraweera Rajepakse, Mudaliyar, and on the west by a part of this garden belonging to the estate of the late William David Mendis Abeyasekara, Notary, containing in extent 2 roods and 5 perches more or less.

Amount to be levied Rs. 3,130-25, and interest on Rs. 1,260 at 12 per cent. and on Rs. 1,740 at 15 per cent. per annum from December 1, 1896.

FRED. G. HEPPONSTALL,
Deputy Fiscal's Office, Deputy Fiscal.
Negombo, December 9, 1896.

Central Province.

In the District Court of Kandy.

Ena Nigam Mohideen, of Kandy.....Plaintiff.
No. 8,521. Vs.
W. V. S. Mohamradu Aboobaker Ossina
Lebbe, of Matale Defendant.

NOTICE is hereby given that on January 4, 1897, commencing at 12 o'clock noon, will be sold by public auction at the premises the following property of the defendant, viz. :—

1. The garden called Tittawellandawatta *alias* Gal-lindaywatta, comprising several pieces of land lying above the high road, containing in extent about ten acres, with everything standing thereon.

2. Wewdemadaywatta of two acres more or less lying below the high road, together with the buildings standing thereon.

3. Walakadagedara Mahakosgahumulawatta of two acres more or less lying above the high road.

4. The land called Alawatukanata, purchased from Packir Tamby, of ten acres more or less, comprising several pieces of land.

5. Wewdemadaywatta of about one acre in extent lying below the high road, situate at Makulgharuppe Udagama in Gampahasiyapattu of Matale.

On January 5, 1897, commencing at 12 o'clock noon at the premises :—

6. A piece of land of about six perches in extent, together with the tiled house and everything standing thereon.

7. The garden Koralapitiyagederawatta of about three nallies kurakkan in extent, together with the buildings and plantations standing thereon, situate at Bazaar street in Gongawala Kohonsiyapattu of Matale.

Amount of writ Rs. 203-70.

C. S. VAUGHAN,
Fiscal's Office, Deputy Fiscal.
Kandy, December 7, 1896.

North-Western Province.

In the District Court of Puttalam.

Shroff Uduma Lebbe Markar, of Kalpitiya.....Plaintiff.
No. 153/1,165. Vs.
1, L. A. de Rosairo; and 2, J. M. S. de
Rosairo, both of Kalpitiya.....Defendants.

NOTICE is hereby given that on Monday, January 11, 1897, and following days, at 1 o'clock in the afternoon, will be sold by public auction at the spot the right, title, and interest of the said defendants in the following property, viz. :—

1. A house and compound, situate at Vellala street in Kalpitiya, belonging to the first defendant; and bounded on the north by the partition fence of land belonging to K. T. Kasie Mohideen, south by road, west by partition fence of house and compound belonging to Sadachchy, and east by partition fence of house and compound belonging to J. M. de Rosairo and others, including coconut trees, &c., within the said boundary.

2. A young coccoanut plantation, situate at Totucade in Kalpitiya, belonging to the first defendant; and bounded as it is at present on the north and east by the partition fence of garden belonging to K. T. Tambi Neinapulle, his heirs, and others, south by the fence of a coccoanut garden belonging to T. Sego Noordeen and others, and west by partition fence of garden belonging to the heirs of S. Uduma Lebbe Markar and others, and including coccoanut trees, &c., within the said boundaries.

3. An undivided one-fourth share of a coccoanut garden called Kangachyotam situate at Mutwal in Kalpitiya, belonging to the second defendant; and bounded on the east and south by partition fence of Kangachyotam belonging to S. Kachchi Markar and others, west by partition fence of garden belonging to K. Sinna Markar, and north by the partition fence of coccoanut garden belonging to the plaintiff and by a marsh, including coccoanut trees within the said boundaries.

4. An undivided one-fourth share in all that land and garden called Iyahtotam, situate at the aforesaid place, and belonging to the second defendant; and bounded on the north by the partition fence of Iyahtotam belonging to A. M. Aloysius, Proctor, and others, east by lake, west by partition fence of coccoanut garden belonging to the heirs of S. Uduma Lebbe Markar, and south by partition fence of Iyahtotam belonging to K. Mohamado Ali Markar and others.

5. An undivided one-fourth share of all that tiled house and compound where Mariano de Rosairo, Mudaliyar, lived, and all the outhouses belonging to it, situate at Vellala street in Kalpitiya, belonging to the second defendant; and bounded on the north, south, and east by road, and west by the first lot of land belonging to the first defendant and by partition fence of land belonging to K. T. Kasie Mohideen.

6. An undivided one-fourth share of all that tiled house and compound where Nicholas Casimeer and wife are living, and all the outhouses, well, &c., belonging to the second defendant; and bounded on the north by road, east by the partition fence of the houses and compound belonging to Godlieb Secretary, and others, south and west by lanes.

G. A. BAUMGARTNER,
Deputy Fiscal's Office, Deputy Fiscal.
Puttalam, November 30, 1896.

In the District Court of Negombo.
Kavenna Kana Nana Kana Kanappa Chetty, of
Negombo.....Plaintiff.
No. 2,240. Vs.

Thammahettimudalige Don Martinu Peris, of
Dummaladeniya.....Defendant.

NOTICE is hereby given that on Friday, January 8, 1897, at 1 o'clock in the afternoon, will be sold by public auction at the premises the right, title, and interest of the said defendant in the following property, viz. :—

A portion of land belonging to the defendant upon Crown grant dated February 26, 1887, of about 50 acres and 2 roods in extent, situate at Dematapitiya in Munnessaram pattu, Chilaw District; bounded on the west, north-west and north by land claimed by the villagers, north-east by land claimed by villagers and Crown, and east by Crown land called Kadjugahahena, land claimed by villagers, Talgahawatta claimed by R. M. Sundrahani, Police Vidanerala, and a road, south-east by Crown land called Kadjugahahena, land claimed by villagers, and by Horagahakele claimed by H. M. Punchirala and others, south by land claimed by villagers, south-west by Horagahakele claimed by H. M. Punchirala and others, the land called Ambagahahena claimed by the Crown, the land claimed by villagers, the entire land within the said boundaries excepting the road passing through.

Amount recoverable Rs. 1,106-25, with interest on Rs. 1,000 at 30 per cent. per annum from December 2, 1893, minus the sum of Rs. 177 paid on account of interest, and poundage.

Deputy Fiscal's Office,
Chilaw, December 8, 1896.

C. R. CUMBERLAND,
Deputy Fiscal.

In the District Court of Chilaw.
Muttu Kuna Pana Palaniappa Chetty, of
Madampe..... Plaintiff.
No. 1,457. Vs.

Wanni Arachchige Don Juan Appuhami, of
Kekulawadiya..... Defendant.

NOTICE is hereby given that on Saturday, January 16, 1897, commencing at 10 o'clock in the forenoon, will be sold by public auction at the premises the right, title, and interest of the said defendant in the following property, viz. :—

1. Half share of the soil and of all the productive trees standing on the garden marked H 184, called Kongahawatta, of about 1 acre 2 roods 39 perches, situate at Ambagahawadiya *alias* Kekulawadiya in Medapalata, Pitigal korale south, Chilaw District; the entire land is bounded on the north by land of S. P. Namburula, east by lands appearing in plan 112,498, south-east by lands appearing in plans 12,254 and 109,582, south-west by the land purchased by S. P. Mudalihami, on the west by the land purchased by S. P. Namburula, north-west by the land appearing in plan 105,141.

2. One-third share from the land marked No. 5,457, called Dangasagarekele, of about 6 acres 3 roods 22 perches in extent, with the plantations standing thereon,

situate at Duncannawa, which entire land is bounded on the east by the land appearing in plan 137,452, on the south by the land called Dangasagarekele belonging to the Crown, on the west by the land appearing in plan 137,454, and on the north-west by the high road.

3. The portions of land marked F 183 and G 183, lying adjoining each other, and of the extent of about 4 acres, with the buildings and plantations standing thereon, save and except the cadjan thatched house standing on the garden called Ambagahawatta (G 183), situate at the aforesaid village, which entire lands are bounded on the north by the land of Mudalihamy, on the east by the land of Aranis Appu, on the south by the land of Bandy Appu and others, and on the west by the land of Appuhami Vidanarala and others as a third mortgage.

4. The lands marked E 167 and S 167, of about 4 acres in extent, with the plantations standing thereon, situate at Nattandiya; and bounded on the north by the ditch called Ahasdeyawala, on the east by the lake called Punchi-ela and by the garden of Loku Etana, south by the water-course called Titta-ela and by the owita land of Mudalihamy and others, and on the west by the garden of Punchi Appuhami and others as a third mortgage.

5. The land marked T 167, in extent 3 roods 33 perches, situate at the aforesaid village; bounded on the north-east by the road, on the south-east by land appearing in plan 116,304, on the south-west by the land reserved for a road.

Amount recoverable Rs. 1,601-37, with interest on Rs. 1,500 at 1½ per cent. per mensem from March 5, 1896, and poundage.

C. R. CUMBERLAND,
Deputy Fiscal.

Deputy Fiscal's Office,
Chilaw, December 2, 1896.

In the District Court of Chilaw.
Sena Muna Muttappa Chetty, of Puttalam Plaintiff.
No. 1,070. Vs.
L. Thamby Naguda Marikkar, Peace Officer
of Pudukudiruppu Defendant.

NOTICE is hereby given that on Saturday, January 9, 1897, at 1 o'clock in the afternoon, will be sold by public auction at the premises the right, title, and interest of the said defendant in the following property, viz. :—

An undivided $\frac{2}{3}$ and $\frac{1}{3}$ shares from the garden called Allayaditottam, situate at Kiriyan Kalkya in Pitigal korale north, Chilaw District; bounded on the north by the partition fence of the land of Thamby Marikkar Pariyari and others, on the east by high road leading to Puttalam, on the south by the partition fence of the garden of Kuppe Thamby and others, and on the west by the stream called Alai; subject to an existing mortgage amounting to nearly Rs. 1,000.

Amount recoverable Rs. 579-70, with interest on Rs. 500 at 1½ per cent. per mensem from June 28, 1894, and poundage.

C. R. CUMBERLAND,
Deputy Fiscal.

Deputy Fiscal's Office,
Chilaw, December 2, 1896.

IT is hereby notified that under and by virtue of the powers vested in me by section 3 of the Ordinance No. 12 of 1895, I have this day ordered that the following case, now pending in the District Court of Batticaloa, be transferred to the Court of Requests of Kalmunai :—

No 1,273, Tampimuttu Thampaiah and another *vs.* Chinnatampi Kadirewelepody.

Given under my hand at Colombo, this 5th day of December, 1896.

C. P. LAYARD,
Attorney-General.

NOTICE is hereby given that a suit has been instituted in the Court of Requests of Panwila by thirty-one labourers of Gonawela estate in Rangalla, against the proprietor thereof, under Ordinance No. 13 of 1889, for the recovery of their wages amounting to Rs. 276.

Court of Requests, M. S. RAMALINGAM,
Panwila, December 7, 1896. Chief Clerk.

NOTICE is hereby given that the sittings of the courts will be held at Pasyala from December 21 to 30, 1896, both days inclusive.

PETER DE SARAM,
Police Magistrate.

Avisawella, December 7, 1896.

NOTICES IN TESTAMENTARY ACTIONS.

In the District Court of Colom bo.

Order Nisi.

Testamentary Jurisdiction. } In the Matter of the Goods and Chattels of Daluwattage Dona Sarah Hamine, 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 12th day of November, 1896, in the presence of W. P. Ranasinghe, Proctor, 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 20th December, 1895, having been read: It is ordered that the said Dikirikewage Don Davith Appuhami be, and he is hereby declared entitled to have letters of administrators *de bonis non* to the estate of Daluwattage Dona Sarah Hamine, deceased, issued to him, as son of the said deceased, unless the respondents—1, Dikirikewage Don Marsal; 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 17th day of December, 1896, show sufficient cause to the satisfaction of this court to the contrary.

D. F. BROWNE,
District Judge.

The 12th day of November, 1896.

In the District Court of Colombo.

Order Nisi.

Testamentary Jurisdiction. } In the Matter of the Estate of Assarappulligey Ajanis Fernando, of Maradana in Colombo, deceased.

THIS matter coming on for disposal before D. F. Browne, Esq., District Judge of Colombo, on the 29th day of October, 1896, in the presence of E. G. Jayawardene, Proctor, on the part of the petitioner Assarappulligey Charles Fernando, of Maradana in Colombo; and the affidavit of the said Assarappulligey Charles Fernando, dated 19th August, 1896, having been read: It is ordered that the said Assarappulligey Charles Fernando be and he is hereby declared entitled to have letters of administration to the estate of Assarappulligey Ajanis Fernando, deceased, issued to him as son and heir of the said deceased, unless the respondents—1, Assarappulligey Podi Nona and her husband; 2, Weedygey Tidoris Fernando, both of Minuanpitiya in Panadura; 3, Assarappulligey Marthelis Fernando; and 4, Assarappulligey Cecilia Fernando, both of Maradana in Colombo—shall, on or before the 17th day of December, 1896, show sufficient cause to the satisfaction of this court to the contrary.

D. F. BROWNE,
District Judge.

The 29th day of October, 1896.

In the District Court of Colombo.

Order Nisi.

Testamentary Jurisdiction. } In the Matter of the Estate of Rubesinghe Accige Jorenis Vedarala and Kattiri Accipinnewalage Menikhamy, of Mawalgama, in the Udugaha pattu of Hewagam korale, deceased.

THIS matter coming on for disposal before D. F. Browne, Esq., District Judge of Colombo, on the 29th day of October, 1896, in the presence of W. P. Ranasinghe, Proctor, on the part of the petitioner Rubesinghe Accige Sinnappu, of Mawalgama, in the Udugaha pattu of Hewagam korale; and the affidavit of the said Rubesinghe Accige Sinnappu, dated 28th September, 1896, having been read: It is ordered that the said Rubesinghe Accige Sinnappu be and he is hereby declared

entitled to have letters of administration to the estate of Rubesinghe Accige Jorenis Vedarala and Kattiri Accipinnewalage Menikhamy, deceased, issued to him as son of the said deceased, unless the respondents—1, Rubesinghe Accige Sinchi Nona, widow of Vitaneptirege Johannis Appu, of Welgama, in the Udugaha pattu of Hewagam korale; 2, Rubesinghe Accige Jacolis Appu, of Mawalgama aforesaid; 3, Rubesingha Accige Michohami, wife of 4, Alawattage Welun Vedarala, both of Arapangama, in the Udugaha pattu of Hewagam korale; 5, Rubesinghe Accige Rapiel Appu, of Mawalgama aforesaid; 6, Rubesinghe Accige Anjo Nona, wife of 7, Hewawasangamage Hendrick Appu, both of Padukka, in the Meda pattu of Hewagam korale—shall, on or before the 17th day of December, 1896, show sufficient cause to the satisfaction of this court to the contrary.

D. F. BROWNE,
District Judge.

The 29th day of October, 1896.

In the District Court of Colombo.

Order Nisi.

Testamentary Jurisdiction. } In the Matter of the Estate of the late Francisco Kankanamalage Carolis Dias and his wife Walpita Kankanamalage Francina Perera, of Dalugama, in the Adikari pattu of Siyane korale, deceased.

THIS matter coming on for disposal before D. F. Browne, Esq., District Judge of Colombo, on the 12th day of November, 1896, in the presence of W. P. Ranasinghe, Proctor, on the part of the petitioner Francisco Kankanamalage Santiago Dias, of Dalugama; and the affidavit of the said Francisco Kankanamalage Santiago Dias, dated 6th October, 1896, having been read: It is ordered that the said Francisco Kankanamalage Santiago Dias be and he is hereby declared entitled to have letters of administration to the estate of Francisco Kankanamalage Carolis Dias and his wife Walpita Kankanamalage Francina Perera, deceased, issued to him, as nephew of the said deceased, unless the respondent, Francisco Kankanamalage Marsal Dias, of Dalugama, in the Adikari pattu of Siyane korale, shall, on or before the 17th day of December, 1896, show sufficient cause to the satisfaction of this court to the contrary.

D. F. BROWNE,
District Judge.

The 12th day of November, 1896.

In the District Court of Colombo.

Order Nisi.

No. C/816. } In the Matter of the Estate of Mathu magalle Cancanamalage Hendrick Alwis and Angage Manchohamy, both of Gonawalla in Adikari pattu, Siyane korale, deceased.

THIS matter coming on for disposal before D. F. Browne, Esq., District Judge of Colombo, on the 12th day of November, 1896, in the presence of T. F. Bandaranaike, Proctor, on the part of the petitioner Mathumagalle Cancanamalage Davith Alwis, of Gonawalla in Adikari pattu, Siyane korale; and the affidavit of the said Mathumagalle Cancanamalage Davith Alwis dated 11th November, 1896, having been read: It is ordered that the said Mathumagalle Cancanamalage Davith Alwis be and the same is hereby declared entitled to have letters of administration to the estate of Mathumagalle Cancanamalage Hendrick Alwis and Angage Manchohamy, deceased, issued to him as son of the said deceased, unless the respondents—1, Mathumagalle Can-

canamalage Baron Alwis ; 2, Mathumagalle Cancanamalage Louis Alwis ; 3, Mathumagalle Cancanamalage Siman Alwis ; and 4, Mathumagalle Cancanamalage Cornelis Alwis, all of Gonawalla—shall, on or before the 17th day of December, 1896, show sufficient cause to the satisfaction of this court to the contrary.

D. F. BROWNE,
District Judge.

The 12th November, 1896.

In the District Court of Colombo.

Order Nisi.

No. C/815. } In the Matter of the Estate of Ganiatchige Don Salman, of Siyambalagoda in Udugaha pattu, Salpiti korale, deceased.

THIS matter coming on for disposal before D. F. Browne, Esq., District Judge of Colombo, on the 12th day of November, 1896, in the presence of T. F. Bandaranaikie, Proctor, on the part of the petitioner Rettiallage Leisahamy, of Siyambalagoda in Udugaha pattu, Salpiti korale ; and the affidavit of the said Rettiallage Leisahamy dated 20th October, 1896, having been read : It is ordered that the said Rettiallage Leisahamy be, and the same is hereby declared entitled to have letters of administration to the estate of Ganiatchige Don Salman, deceased, issued to her as widow of the said deceased, unless the respondents—1, Ganiatchige Podi Nonohami and her husband 2, Morege Peries Appu ; 3, Ganiatchige Siadoris ; 4, Ganiatchige Romanis ; 5, Ganiatchige Suwaris ; 6, Ganiatchige Jane Nona ; and 7, Ganiatchige Helena, all of Siambalagoda in Udugaha pattu, Siyane korale, shall, on or before the 17th day of December, 1896, show sufficient cause to the satisfaction of this court to the contrary.

D. F. BROWNE,
District Judge.

The 12th November, 1896.

In the District Court of Colombo.

Order Nisi.

Testamentary Jurisdiction. } No. C/810. } In the Matter of the Estate of Kandanage *alias* Leanege Don Juanis Appu, of Siyambalagoda in the Udugaha pattu of Salpiti korale, deceased.

THIS matter coming on for disposal before D. F. Browne, Esq., District Judge of Colombo, on the 29th day of October, 1896, in the presence of John Gratiaen Perera, Proctor, on the part of the petitioner Muttukuttige Dona Juana Hamy, of Siyambalagoda ; and the affidavit of the said Muttukuttige Dona Juana Hamy, dated 21st October, 1896, having been read : It is ordered that the said Muttukuttige Dona Juana Hamy be and she is hereby declared entitled to have letters of administration to the estate of Kandanage *alias* Leanege Don Juanis Appu, deceased, issued to her as widow of the said deceased, unless the respondents—1, Kandanage *alias* Leanege Babahamy ; 2, Arangalage Sidoris Appu, of Battakettara ; 3, Kandanage *alias* Leanege Olinda Hamy, wife of 4, Welpahalage Allis Appu, of Siyambalagoda ; 5, Kandanage *alias* Leanege Don Carolis Appu, of Siyambalagoda ; 6, Kandanage *alias* Leanege Bandohamy, wife of 7, Appukuttige Juanis, of Siyambalagoda ; 8, Pannilage Sarnelis Appu, of Siyambalagoda ; 9, Kandanage *alias* Leanege Ensohamy, wife of 10, Doragalawattegamage Loku Sinho, of Siyambalagoda ; 11, Kandanage *alias* Leanege Don Hendrick Appu, of Haputale ; 12, Kandanage *alias* Leanege Wimalahamy, wife of 13, Padukkege Suddappu, of Haputale ; 14, Kandanage *alias* Leanege Salmimo Hamy, of Haputale ; 15, Kotalawalage Suwaris Appu, of Haputale—shall, on or before the 17th day of December, 1896, show sufficient cause to the satisfaction of this court to the contrary.

D. F. BROWNE,
District Judge.

The 29th day of October, 1896.

In the District Court of Negombo.

Order Nisi.

Testamentary Jurisdiction. } In the Matter of the Goods and Chattels of Mihidukulasuriyapatabendige Manuel Costa, deceased. No. 262.

THE matter of the petition of Mihidukulasuriyapatabendige Anthony Mathes of Negombo, praying for letters of administration to the estate of the above-named deceased Mihidukulasuriyapatabendige Manuel Costa, coming on for final disposal before J. P. Lewis, Esq., District Judge, on the 29th day of October, 1896, in the presence of Mr. Wijetunge, Proctor, on the part of the petitioner ; and the affidavit of the petitioner, dated 10th July, 1896, having been read : It is ordered that the petitioner, as the son-in-law of the said intestate, is entitled to have letters of administration to the estate of the said intestate issued to him, unless any other person shall, on or before the 1st December, 1896, show sufficient cause to the satisfaction of this court to the contrary.

J. P. LEWIS,
District Judge.

The 29th day of October, 1896.

The above *Order Nisi* is extended to 17th instant.

J. P. LEWIS,
District Judge.

In the District Court of Kandy.

Order Nisi.

Testamentary Jurisdiction. } In the Matter of the Estate of the late Kuruneka Mudiyansegedera Kalu Banda, deceased, of Embilmeegama in the Medapalata of Yatinuwara. No. 1,975.

THIS matter coming on for disposal before John Henricus de Saram, Esq., District Judge of Kandy, on the 27th day of November, 1896, in the presence of Mr. J. B. Siebel, on the part of the petitioner Kuruneka Mudiyansegedera Kiri Banda, of Embilmeegama aforesaid ; and the affidavit of the said petitioner, dated 14th November, 1896, having been read :

It is ordered that letters of administration to the estate of Kuruneka Mudiyansegedera Kalu Banda deceased, be issued to the petitioner as son of the said deceased, unless Kuruneka Mudiyansegedera Rammenika, Punchirala, Loku Menika, Kiri Menika, and Punchi Menika, all of Embilmeegama aforesaid,—shall, on or before the 8th day of January, 1897, show sufficient cause to the satisfaction of this court to the contrary.

J. H. DE SARAM,
District Judge.

The 27th day of November, 1896.

In the District Court of Puttalam.

Testamentary Jurisdiction. } In the Matter of the Estate of Assana Marakar Muhamado Ismail Lebbe, No. 105. } of Puttalam, deceased.

Assana Marakar Muhamado Unis and Meera Lebbe Moheidin Pichche, both of Puttalam..... Petitioners

Vs.

1, Kader Bibi *alias* Sinne Umma, widow of Assana Marakar Muhamado Ismail Lebbe ; 2, Sejo Muhamado Kani, wife of Meera Lebbe Moheidin Pichchai, daughter ; 3, Sella Umma, wife of Meera Saibo Wappu Marakar, daughter ; 4, Assana Marakar Muhamadali, brother ; 5, Assana Marakar Muhamado Abubeker *alias* Muttu, brother ; and 6, Umma Selama, wife of Muhallam Naina Muhamado Lebbe, all of Puttalam Respondents.

THIS matter coming on for disposal before G. A. Baumgartner, Esq., District Judge, Puttalam, on the 2nd day of December, 1896, in the presence of Mr. A. M. C. Casie Chetty, Proctor, on the part of the petitioners ; and the affidavit of Assana Marakar Muhamado Unis, dated 15th day of June, 1896, having been read :

It is ordered that the said Assana Marakar Muhamado Unis and Meera Lebbe Mohaidin Pichche be and they are hereby declared entitled to have letters of administration to the estate of Assana Markar Muhamado Ismail Lebbe, deceased, issued to them as brother and son-in-law of the said deceased, unless the respondents shall, on or

before the 6th day of January, 1897, show sufficient cause to the satisfaction of this court to the contrary.

G. A. BAUMGARTNER,
District Judge.

The 2nd day of December, 1896.

In the District Court of Kandy.

No. 1 Special.

In the Matter of the Pine Hill Estates Company, Limited and Reduced.

NOTICE is hereby given that Gerard Grenier, Esq., Registrar of Joint Stock Companies, did on the 26th day of November, 1896, certify under his hand that the order made in the above matter confirming the reduction of the capital of the above Company, and a minute (approved by the Court) showing, with respect to the capital of the Company as altered by the said order, the amount of such capital, the number of shares into which it is to be divided, the amount of each share, and the amount proposed to be deemed to have been paid upon each share on the said date, had been duly registered by him; and also that the District Court did on the 4th day of December, 1896, direct that notice of such registration should be published in the *Government Gazette* and in the *Times of Ceylon* upon the 11th day of December, 1896.

By order of court,

A. SANTIAGO,
Secretary.

Kandy, 8th December, 1896.